



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, October 26, 2022

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Alisha Garrett
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of October 12, 2022, Board Meeting Minutes
 - b. Fare Agreement: Pass Purchase and Administration (Salt Lake City Corporation)
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - b. Investment Report - Third Quarter 2022 Troy Bingham
 - c. Financial Report - August, 2022 Bill Greene
Brad Armstrong
Daniel Hofer
7. **Discussion**
 - a. 2023-2027 Five Year Capital Plan Bill Greene
David Hancock
Daniel Hofer

8. Resolutions

- a. R2022-10-02 - Resolution Adopting the Authority's Tentative 2023 Budget Bill Greene

9. Contract, Disbursement, and Grant Approvals

- a. Contract: Meadowbrook Building 3 Flooring (CDC Restoration & Construction) Kevin Anderson
Guy Miner
- b. Contract: Railroad Line Vegetation Management (Ferrosafe, LLC) Kevin Anderson
David Filby
- c. Contract: Arc Flash and Shock Risk Study of UTA Electrical Systems (Kinectrics AES, Inc.) Kent Muhlestein
- d. Change Order: On Demand Technologies Service Order No.2, Amendment No.2 - Southern Salt Lake County Service Contract Increase (River North Transit, LLC / "Via") Jaron Robertson
- e. Change Order: Depot District Clean Fuels Technology Center Change Order No. 31 - Phase 6 Onsite Underground Power Conduits and Vaults (Big-D Construction) David Osborn

10. Other Approvals

- a. UTA Policy - UTA.01.08 - Records Management and Access Auty Dahlquist
- b. UTA Policy - UTA.06.02 - Capital Asset Daniel Hofer
Deidra Carillo

11. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, November 9th, 2022 at 9:00 a.m.

12. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

13. Open Session

Chair Carlton Christensen

14. Potential Action Items

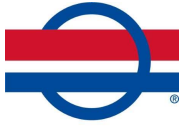
- a. Approval for Settlement - UTA vs Meza David Wilkins

15. Adjourn

Chair Carlton Christensen

Meeting Information:

- 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.
- 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 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 .
- 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
 - 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, October 25th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda .
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 10/26/2022

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

TITLE:

Approval of October 12, 2022, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the October 12, 2022, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday October 12, 2022 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/786475.html) <<https://www.utah.gov/pm/sitemap/notice/786475.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>>.

ATTACHMENTS:

1. 2022-10-12_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, October 12, 2022

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and members of the community.

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

Beth Holbrook, UTA Trustee, provided a brief safety message.

4. Public Comment

No in-person public comment was given. Online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix A to these minutes.

5. Consent

- a. **Approval of September 13, 2022 Board of Trustees Budget Work Session Minutes**
- b. **Approval of September 15, 2022 Board of Trustees Budget Work Session Minutes**
- c. **Approval of September 16, 2022 Board of Trustees Budget Work Session Minutes**
- d. **Approval of September 22, 2022 Board of Trustees Budget Work Session Minutes**
- e. **Approval of September 28, 2022, Board Meeting Minutes**
- f. **Approval for International Travel to Vancouver, British Columbia, Canada for Planning & Engagement Department Peer Observation**

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

6. Reports

- a. **Executive Director's Report**
- **Bus Roadeo Winners**
 - **September 2022 Ridership Update**

Bus Roadeo Winners

Jay Fox, UTA Executive Director, was joined by Cherryl Beveridge, UTA Chief Operating Officer. Ms. Beveridge described events in the UTA Bus Roadeo competition and recognized the 2022 winners.

Discussion ensued. Questions on the tenure of the winning operators and opportunities for participation in a national competition were posed by the board and answered by Ms. Beveridge.

September 2022 Ridership Update

Mr. Fox reported on ridership through September 2022. Overall, ridership is increasing and is currently at 85% of pre-pandemic levels.

7. Resolutions

- a. **R2022-10-01 - Approving and Adopting a Revised Investment Policy of the Authority's Employee Retirement Plan**

Ann Green-Barton, UTA Director of Total Rewards, summarized the resolution, which eliminates liquid diversifiers and allows for up to 10% investment in private equity in the agency's employee retirement plan investment portfolio.

Discussion ensued. Questions on the implementation timeline and duration of the allocations were posed by the board and answered by staff. Chair Christensen disclosed that his nephew works for Rose Park Advisors in the event the firm is considered as one of the private equity investment options.

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: Task Ordering Agreement for TOD Station Area Planning Consultant Pool G (Economic & Planning Systems, Inc.)**

Paul Drake, UTA Director of Real Estate and Transit-Oriented Development, was joined by Sean Murphy, UTA Transit-Oriented Development Project Manager. Mr. Murphy requested the board approve a task ordering contract with Economic & Planning Systems, Inc. to assist in station area planning. The contract has a not-to-exceed value of \$200,000.

Discussion ensued. A question on the type of work the firm will be performing was posed by the board and answered by Mr. Murphy.

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: Task Ordering Agreement for Owner Representative for Headquarter Redevelopment Project (MOCA Systems)

Mr. Murphy requested the board approve a task ordering contract with MOCA Systems for the redevelopment of the Salt Lake Intermodal Hub, which will include UTA's new headquarters building. The contract has an estimated total not to exceed value of \$650,000. Individual task orders of \$200,000 or more will come back to the board for approval.

Discussion ensued. A question on the type of procurement associated with the contract was posed by the board and answered by Mr. Murphy.

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

c. Contract: Polarized Infrared Optical Imaging of Transit Infrastructure Cooperative Agreement (University of Utah and AutoFill Technologies B.V.)

Hal Johnson, UTA Manager - Project Research & Development, requested the board approve a cooperative agreement with the University of Utah and AutoFill Technologies B.V. (Autofill) for implementation of a polarized infrared optical imaging system designed to detect internal and external defects of rail track and tie structures. The project has been awarded a federal grant in the amount of \$338,155. The University of Utah will contribute \$43,039 and Autofill will contribute \$55,238 to support the project. The total contract value, including the cost share contributions and grant, is \$436,432.

Discussion ensued. Questions on the uniqueness of the imaging project concept and potential use for vehicle scanning were posed by the board and answered by staff. If the outcome of the project is successful, Chair Christensen suggested submitting it for an innovation award.

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

d. Contract: Master Electric Service and Facilities Improvement Agreement (Rocky Mountain Power)

David Osborn, UTA Project Manager III, requested the board approve an agreement with Rocky Mountain Power for onsite power connections to the Depot District Clean Fuels Technology Center. The contract estimates annual power usage for the next 15 years at \$811,911 per year.

Discussion ensued. Questions on usage estimates related to capacity, redundant power options, and impacts of solar power on rates contemplated in the agreement 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.

e. **Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 29 - Additional Canopy Grading (Big D Construction)**

Mr. Osborn requested the board approve a \$215,705 change order to the contract with Big D Construction for additional grading under the canopies at the Depot District Clean Fuels Technology Center. The total contract value, including the change order, is \$74,272,155.

Discussion ensued. Questions on drainage and impacts on bus circulation were posed by the board and answered by staff.

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

f. **Change Order: Closed Captioning Services for UTA Board Meetings (Carahsoft Technology Corporation/Granicus)**

Kyle Brimley, UTA IT Director, requested the board approve a \$54,390 change order to the contract with Carahsoft Technology Corporation/Granicus for closed captioning services for UTA's live-streamed meetings over the next three years. The total contract value, including the change order, is \$290,394.

Discussion ensued. Questions on the potential to use the contracted hours for internal meetings outside the Granicus platform and closed caption accuracy were posed by the board and answered by Mr. Brimley.

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

g. **Change Order: Second Order of Accessible Mini Vans for the Federal Transit Administration (FTA) 5310 Program (Davey Coach Sales, Inc.)**

Ms. Beveridge requested the board approve a \$671,399 change order to the contract with Davey Coach Sales, Inc. for the purchase of 11 accessible minivans. The vans are intended to support the Federal Transit Administration (FTA) 5310 program administered by UTA. The purchase price of each vehicle will be divided with 80% paid from UTA-managed FTA 5310 funds and 20% paid by the subrecipient. The total contract value, including the change order, is \$843,749.

Discussion ensued. A question on the ability to extend the usable life of vehicles if replacements are delayed was posed by the board and answered by Ms. Beveridge.

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

h. Pre-Procurements

- **Electric Bus On-Route Chargers**
- **Snow Removal for TRAX and Frontrunner**

Todd Mills, UTA Director of Supply Chain, was joined by Mr. Johnson. Mr. Mills indicated the agency intends to procure the goods and/or services listed on the meeting agenda.

Discussion ensued. Questions on the location and standards for electric bus on-route chargers were posed by the board and answered by staff.

9. Service and Fare Approvals

a. Fare Agreement: Special Events Complimentary Fare (The Utah Division of Multicultural Affairs)

Kensy Kunkel, UTA Manager - Business Development & Sales, requested the board approve a special events complimentary fare agreement with the Utah Division of Multicultural Affairs (Division) for the Latino Town Hall with Governor Spencer Cox on October 24, 2022 at Salt Lake Community College. UTA will partner with the Division to offer ticket as fare to event attendees on the day of the town hall. In exchange, the Division will promote UTA through its event-related marketing. The estimated value of the agreement is \$500-1,500.

Discussion ensued. Ms. Kunkel clarified that no additional service will be needed to support the event.

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.

10. Budget and Other Approvals

a. TBA2022-10-01 - Technical Budget Adjustment-2022 Capital Budget

Daniel Hofer, UTA Director of Capital Assets & Project Controls, requested the board approve a technical budget adjustment to transfer \$130,000 from contingency funds to the signal preemption project. The signal preemption project is designed to optimize performance between the Utah Department of Transportation (UDOT) and UTA's traffic signal systems. The revised project budget, including the technical budget adjustment transfer, is \$495,000.

Discussion ensued. Mr. Hofer indicated the work associated with the signal preemption will be performed primarily in the Kearns area.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that the technical budget adjustment be approved. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:18 a.m.

The meeting reconvened at 10:31 a.m.

11. Discussion Items

a. Tentative 2023 Budget

Mr. Fox was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy, Mr. Hofer, and Troy Bingham, UTA Comptroller. Mr. Fox summarized the 2023 budget challenges and opportunities. Mr. Armstrong spoke about key budget assumptions and significant factors influencing the budgeting process such as inflation, unemployment, and fuel prices.

Mr. Fox described his “neighborhood approach” to the budget process, areas of emphasis, and the filters and lenses used to determine key priorities. He also highlighted several initiatives funded by the budget.

Mr. Fox outlined the annual service change planning process, 2023 service strategy, and tentative budget requests.

Mr. Armstrong reviewed the tentative 2023 operating budget by category, office, and full-time employee summary.

Next, Mr. Hofer recapped the five-year capital plan process, goals, and next steps. He summarized the five-year capital budget by year and by programs and projects and highlighted the 2023 state of good repair budget.

Finally, Mr. Armstrong reviewed the 2023 tentative budget by sources and uses, as well as the budget process timeline.

Discussion ensued. Questions on fuel assumptions, impacts of rising interest rates, salary information for capital staffing requests, five-year capital plan outer year budgeting, light rail vehicle replacement eligibility, five-year fund balance, and remote work effects on ridership were posed by the board and answered by staff.

b. Discretionary Grants Update

Patti Garver, Manager - Environmental & Grant Services, provided an update on discretionary grants through October 2022. Currently, the agency has been selected for the award of two FTA grants for the Equity Index and Paratransit Forward studies and is awaiting selection on grants related to the Midvalley Connector, FrontRunner Forward, and Sharp Tintic projects.

Discussion ensued. Questions on the scope of the Equity Index Study and a grant submission by Bluffdale City for improvements to its rail trestle site were posed by the

board and answered by Ms. Garver.

c. UTA Policy - UTA.02.09 - Fuel Price Risk Management Program

Mr. Bingham spoke about the advantages of fuel hedging, particularly in making fuel budgets more predictable, and summarized key items in the proposed fuel hedging policy.

Discussion ensued. Questions on the 18-month hedging recommendation, hedging consultant hiring criteria, and potential contractual impacts of growing the electric bus fleet were posed by the board and answered by Mr. Bingham.

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

12. Other Business

- a. Next Meeting: Wednesday, October 26th, 2022 at 9:00 a.m.

13. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by unanimous vote and the meeting adjourned at 11:50 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, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/786475.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A

Online Public Comment

From George Chapman:

Comments to Board Oct 12 meeting

I urge UTA to reduce monthly pass fares to reflect reality. San Diego has a \$23 monthly pass that would make more sense for seniors and students that would make more sense to reduce pressure to buy a first car and have a lot more time after retirement. UTA has to start pushing to get these riders that are most able to use UTA instead of driving. Even a year's test may prove that it makes a big difference in ridership.

UTA NEEDS TO INCREASE RIDERSHIP!

This is the fastest way.

I should also point out that the present senior pass is too close to SLC's pass and that should argue for a reduction in a senior pass alone.

UTA has the federal pandemic funding that should have been used to help increase ridership.

From Jenna Malone with the Brighton Town Council:

I was extremely disappointed to hear that staffing shortages will decrease Ski bus service in the Cottonwood Canyon this winter, especially as we hear about increased bus service as part of the phased implementation for solving the worsening transportation problem in the canyons. Every winter, the number of visitors to the Cottonwood Canyon ski resorts increases and this year will be no different, yet we are going backwards.

I work as a PA and have witnessed the critical nursing staff shortage over the past three years of the pandemic. Travel nurses were being paid 5 to 10 times their standard hourly wage in order to staff hospitals. There is no such thing as a staffing shortage if leadership is willing to pay staff. This is not brain surgery; when your demand outpaces your supply, pay more for your supply. This is a simple and straightforward solution. Offer temporary contracts with signing bonuses and retention bonuses for your drivers. Your inability to stomach paying your laborers what the market currently demands is not an acceptable reason to worsen the transportation mess in the Cottonwood canyons.

Pay the drivers, and you will have adequate staff. Pay them more than you would imagine would be necessary and they will stay. Talk to hospital administrators about the last three years if this concept is difficult for you to understand or believe. There is no acceptable reason to decrease bus availability this winter.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Mgr. Business Dev. and Sales

TITLE:

Fare Agreement: Pass Purchase and Administration (Salt Lake City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve the new Pass Purchase and Administration Agreement with Salt Lake Corporation.

BACKGROUND:
On June 22, 2022 the Board of the Authority approved Amendment 2 to the Eco Pass Trip Rewards Agreement with Salt Lake City Corporation which extended the effective date of the contract through June 30, 2023 and approved the discount of five percent. Unfortunately, the contract expired before the amendment could be executed, therefore a new agreement became necessary.

DISCUSSION:
Staff recommends approval of a new Pass Purchase and Administration Agreement with Salt Lake City Corporation replacing the June 22 Board approved Amendment. The title of the agreement has been updated at the recommendation of Board staff, however all terms of the agreement remain the same as the previously approved amendment.

CONTRACT SUMMARY:

Contractor Name: Salt Lake City Corporation
Contract Number: 22-F0306
Base Contract Effective Dates: July 1, 2022 through June 30, 2023
Extended Contract Dates: NA

Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$65,000-\$75,000 (estimate)
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

1. Not approve the modification and renegotiate a new contract price and term
 2. Not approve the modification and forgo revenue
-

FISCAL IMPACT:

Estimated revenue of \$65,000 to \$75,000 which represents a fifteen to thirty percent increase over 2021-22 revenue.

ATTACHMENTS:

Contract

**PASS PURCHASE AND ADMINISTRATION
Salt Lake City Corporation**

This Pass Purchase and Administration Agreement (the “Agreement”) is between the UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (“UTA”), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (“Administrator”) and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

WHEREAS UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

WHEREAS both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined in this Agreement) in accordance with the attached and incorporated Exhibit “A”. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. **TERM.** The Term of this Agreement shall begin July 1, 2022 and terminate June 30, 2023, (the “Term”). To the extent any activities falling within the scope of this Agreement took place between July 1, 2022, and the recordation date of this Agreement, the Parties hereby ratify such activities.
3. **AUTHORIZED USERS.** Administrator’s authorized users include all persons employed by Administrator (“Authorized Users”). Administrator’s Authorized Users who have been issued a Pass in accordance with Section 4 of this Agreement are cardholders (“Cardholders”)

4. **FORM OF PASS.** The Pass selected by Administrator shall be reflected on Exhibit “A.”
- a. **Electronic Fare Card Media.** Each Pass is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
 - b. **UTA-Printed Passes.** UTA Printed Passes shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card’s UID or card face number using UTA’s web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA’s Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA’s Cardholder Rules.
 - c. **Administrator-Printed Passes.** Administrator-Printed Passes shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Prior authorization from UTA must be received prior to electing to use Administrator-printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA’s web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA’s Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA’s Cardholder Rules. UTA shall issue an electronic “Receipt of Issue.” Upon Administrator’s receipt of “Receipt of Issue,” the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

Activation and Deactivation of Passes by Administrator. UTA shall allow and provide a means for Administrator to activate and deactivate UTA-printed passes and Administrator-printed passes.

5. PASS RECOGNIZED AS TRANSIT FARE.

- a. So long as this Agreement has not been terminated in accordance with Paragraph 22, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA’s Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit “A.”
- b. All Cardholders are required to Tap-On and Tap-Off. Failure to do so may result in a citation or fine pursuant to UTA’s ordinances.
- c. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
- d. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a “Trip”).

- e. UTA services are public transit services. UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies.
 - f. Each Pass is valid from the date of issuance or activation by the Administrator through June 30, 2023. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
6. **PAYMENTS BY ADMINISTRATOR TO UTA.** Administrator shall pay to UTA on a monthly basis, the following items: The applicable, effective Base One-Way Fare for each Trip based on the Service Type on an Authorized UTA Service, which varies by mode of UTA service as identified in Exhibit "B" for each Trip during the preceding month, which shall be discounted based on the total numbers of 2021 boardings by Cardholders, as identified in Exhibit "C". The discount shall be determined from the prior twelve (12) months of Administrator's boardings.
7. **CALCULATION OF FARES.** The payment of Fares shall be calculated as follows:
- a. The number of Trips for each month is determined by UTA's Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions. The applicable Base One-Way Fare will be applied to each Trip (See Exhibit "B" for the current Base One-Way Fare schedule).
 - b. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall not be a condition to the use of UTA's transit services by Cardholders
 - c. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as determined by UTA in UTA's sole discretion.
 - d. The Base One-Way Fare Schedule rates are the rates posted on UTA's website www.rideuta.com and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. **APPLICATION OF FUEL SURCHARGE.** The Fuel Surcharge Matrix in Exhibit "B" assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 2Q'21 calendar quarter (April 1, 2022 – June 30, 2023) will determine the Fuel Surcharge effective, if at all, on or about July 1, 2022. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying

customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit “B.” UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip.

9. INVOICES.

- a. UTA shall invoice Administrator monthly. UTA’s invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the amount of applicable discount.
- b. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
- c. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
- d. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.

10. **DISPUTED INVOICES.** Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within ten (10) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to mediation within sixty (60) days after Administrator’s receipt of such statement. Pending the determination of such dispute by agreement or mediation, Administrator will not be obligated to pay the disputed, unpaid Invoice.

11. **PRE-AUTHORIZATION.** As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator identifies various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. Said Pass Program Configuration Form is attached hereto as Exhibit “A” and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.

12. **HANDLING OF ELECTRONIC FARE CARDS/PASSES.** Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the

Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder; (c) Administrator being able to produce for inspection, upon UTA's written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within twenty-four (24) hours, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon notice, to inspect during regular business hours, all such records maintained by Administrator at all times during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.

13. **CONFISCATION OF PASSES/UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours after (i) the earlier of the date that Administrator first knew of such action or (ii) the next business day if a holiday or weekend follows the date that Administrator first learned of such action; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.
14. **RETURN OF PASSES.** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. **ISSUANCE OF PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. **NON-TRANSFERABLE.** Each Pass is not transferable (printed on the pass) to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
17. **DELIVERY OF UTA-PRINTED PASSES.** The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.

18. **GUARANTEED RIDE HOME.** In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Administrator understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self-insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. An Administrator's Authorized User shall be entitled to up to six (6) guaranteed rides home in any calendar year.

- a. For purposes of this Agreement, the term "Emergency" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to meet such needs.
- b. For purposes of this Agreement the term "Immediate Family Member" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

19. **SECURITY TERMS.** Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator's Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator's Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator's acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.

20. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis.

21. **TERMINATION OF AGREEMENT.** UTA may terminate this Agreement at any time by giving 60 days' written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 19 , if requested by UTA.
22. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
23. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.
24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the Term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and conditions as stated herein.
25. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
26. **AUTHORITY.** The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and proper parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
27. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
28. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
29. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to: UTA

Kensey Kunkel
Mgr. Business Development and Sales
669 West 200 South
Salt Lake City, UT 84101 Tel: (801) 741-8806
E-mail: kkunkel@rideuta.com

If to Administrator:
Lori Gaitin
Salt Lake City Corporation
Box 145464
Salt Lake City, UT 84114-5464 Tel: 801-535-6663
Email: Lori.Gaitin@slcgov.com

Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with an effective date of July 1, 2022 and a signature date as the last date written below.

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name:
Title

Title: _____

By: _____ Date: _____

Attest and Countersign:

Name:
Title:

By: _____ Date: _____

Approved as to Form:

Approved as to Form:

DocuSigned by:
By: *Mike Bell* _____ Date: 9/30/2022
Michael Bell
70E33A415BA44F6...
Assistant Attorney General
Counsel for UTA

By: _____ Date: _____

Exhibit A:

A1a. Authorized UTA Services

: Basic: Regular Bus, Max bus rapid transit, TRAX Light Rail, UTA On-demand, and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)

X: Premium: Basic services plus FrontRunner and Express Bus

: Park City SLC Connect

: Ski Service

Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.

A2a. Form of Passes

X UTA-Printed Passes

Administrator-Printed Passes

A3. Administrator Personnel

UTA will be contacting the following Authorized User(s) to set up logins for UTA web interface purposes. List of Authorized Users who need access for card replacements and card lookups:

First & Last Name	Title	Email Address
Lori Gaitin	Program Manager- Employee Benefits	<u>Lori.Gaitin@slcgov.com</u>
Trent Steele	Benefits Analyst	<u>Trent.Steele@slcgov.com</u>

A4. Form of Payment

Checks.

Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.

ACH information available upon request

X Wire information available upon request

Exhibit B:

Base One-Way Fare Schedule and Authorized UTA Services

Effective date: December 1, 2020 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to	\$2.50	\$2.50	\$2.50	\$2.50 – \$10.30	\$5.50	\$5.00	\$5.00

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$.60	\$10.30

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees. See UTA's website www.rideuta.com for additional information.

Fuel Surcharge Matrix

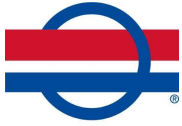
Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

Exhibit C:

A discount shall be given based on number of boardings annualized from the previous 10 months of usage. The discount rates are outlined below:

	Annual Boarding's Last Year	Discount %
Tier 1	2 million +	25%
Tier 2	1 million – 1,999,999	20%
Tier 3	500,000 – 999,999	15%
Tier 4	100,000 – 499,999	10%
Tier 5	10,000 - - 99,999	5%
Tier 6	<10,000	0%

Total annualized 2021-22 boardings for Salt Lake City Corporation are 29,800, which qualifies for a Tier 5 discount of 5% to be applied to Administrator's monthly invoice. The discount does not apply to any applicable fuel surcharges, card fees, late fees, or other contractually obligated charges.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 10/26/2022

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

TITLE:

Executive Director's Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

Investment Report - Third Quarter 2022

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

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.

DISCUSSION:

As of September 30, 2022, the benchmark return (3 Month T-Bill) was 2.88%. Investment returns at the State of Utah's Public Treasurer's Investment Fund (PTIF) (2.12%), Zions Corporate Trust (2.12%), and Chandler Asset Management (1.468%) did not exceed the benchmark return. Investment returns in the overnight account at Zions Bank (2.317%) were also below the benchmark return, but the overnight sweeps account is still outperforming all other investments at UTA.

The blended portfolio return rate of 1.967% 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.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Third Quarter 2022 Investment Report

Utah Transit Authority

Investment Portfolio

September 30, 2022

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
Zions Bank		\$ 33,141,224			2.317%	\$ 131,770
Public Treasurer's Investment Fund		396,293,351			2.120%	2,960,490
Zions Corporate Trust		70,617,966			2.120%	660,435
Chandler Asset Management		166,357,619			1.468%	582,442
Total Investments		<u>\$ 666,410,161</u>			1.967%	<u>\$ 4,335,137</u>

Rates as of Last Trading Day of

	July	August	September
Zions Bank	2.110%	2.100%	2.740%
Chandler Asset Management	1.260%	1.550%	1.595%
Public Treasurer's Investment Fund	1.643%	2.213%	2.479%
Benchmark Return*	1.680%	2.480%	2.880%

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

Securities Purchased Outside of Investment Portfolio

July 1 through September 30, 2022

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

Securities Sold Outside of Investment Portfolio

July 1 through September 30, 2022

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

Board of Trustees

Date: 10/26/2022

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

TITLE:

Financial Report - August, 2022

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The August 2022 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the August 2022 Monthly Financial Statements.

DISCUSSION:

At the October 26 meeting, the Director of Budget & Financial Strategy will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

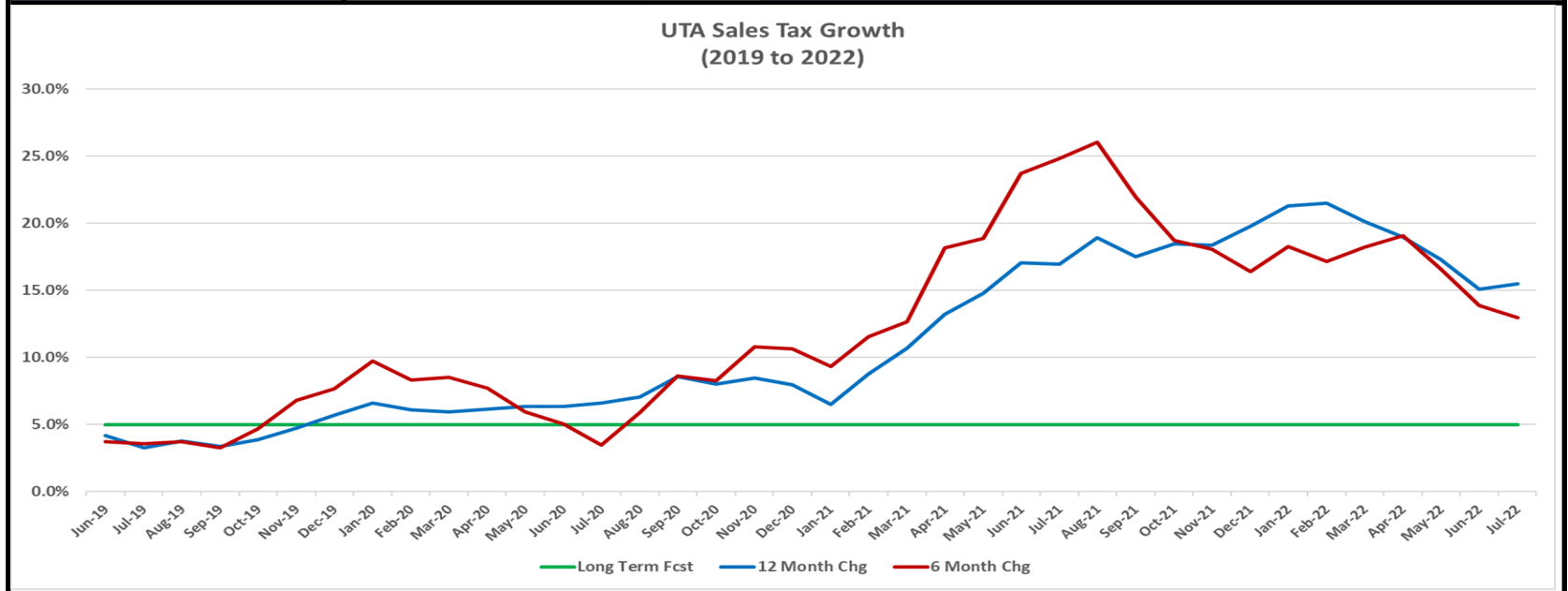
ATTACHMENTS:

- August 2022 Board Dashboard
- August 2022 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: August 31, 2022

Financial Metrics	Aug Actual	Aug Budget	Fav/ (Unfav)		YTD Actual	YTD Budget	Fav/ (Unfav)	
				%				%
Sales Tax (July '22 mm \$)	\$ 36.1	\$ 32.9	\$ 3.23	9.8%	\$ 272.3	\$ 244.2	\$ 28.17	11.5%
Fare Revenue (mm)	\$ 2.9	\$ 2.8	\$ 0.09	3.1%	\$ 23.1	\$ 22.4	\$ 0.66	3.0%
Operating Exp (mm)	\$ 29.8	\$ 30.4	0.58	1.9%	\$ 225.3	\$ 237.6	\$ 12.32	5.2%
Subsidy Per Rider (SPR)	\$ 9.64	\$ 13.25	\$ 3.61	27.2%	\$ 9.93	\$ 13.25	\$ 3.32	25.1%
UTA Diesel Price (\$/gal)	\$ 3.77	\$ 2.75	\$ (1.02)	-37.2%	\$ 3.87	\$ 2.75	\$ (1.12)	-40.5%
Operating Metrics	Aug Actual	Aug-21	F/ (UF)		YTD Actual	YTD 2021	F/ (UF)	
Ridership (mm)	2.79	2.19	0.6	27.5%	20.36	14.64	5.7	39.1%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 2.06					



KEY ITEM REPORT
(UNAUDITED)
As of August 31, 2022

EXHIBIT 1-1

	2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (24,536,353)	\$ (23,317,013)	\$ 1,219,340	5%
2 Operating Expenses	225,298,860	237,620,589	12,321,729	5%
3 Net Operating Income (Loss)	<u>(200,762,507)</u>	<u>(214,303,576)</u>	<u>13,541,069</u>	<u>6%</u>
4 Capital Revenue	(100,817,725)	(161,892,103)	(61,074,378)	-38%
5 Capital Expenses	107,029,319	213,778,737	106,749,418	50%
6 Net Capital Income (Loss)	<u>(6,211,594)</u>	<u>(51,886,635)</u>	<u>45,675,040</u>	<u>88%</u>
7 Sales Tax	(309,216,666)	(284,278,000)	24,938,666	9%
8 Other Revenue	(227,939,621)	(166,306,545)	61,633,076	37%
9 Debt Service	54,970,214	57,083,615	2,113,401	4%
10 Sale of Assets	3,207,244	-	(3,207,244)	
11 Net Non-Operating Income (Loss)	<u>478,978,829</u>	<u>393,500,930</u>	<u>85,477,899</u>	<u>22%</u>
12 Contribution to Cash Balance	<u>\$ 272,004,728</u>	<u>\$ 127,310,720</u>	<u>\$ 144,694,008</u>	<u>114%</u>
13 Amortization	7,226,954			
14 Depreciation	92,838,167			
15 Total Non-cash Items	<u>\$ 100,065,121</u>			

STATISTICS

RIDERSHIP

2021 Actual	August 2022	August 2021	Difference	2022 YTD	2021 YTD	Difference
16 23,961,002	2,794,556	2,200,657	593,899	20,364,803	14,663,561	5,701,242

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 225,298,860
18 Less: Passenger Revenue	- (23,096,353)
19 Subtotal	202,202,507
20 Divided by: Ridership	÷ 20,364,803
21 Subsidy per Rider	<u>\$ 9.93</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of August 31, 2022

EXHIBIT 1-2

BALANCE SHEET

	<u>8/31/2022</u>	<u>8/31/2021</u>
CURRENT ASSETS		
1 Cash	\$ 24,512,684	\$ 15,087,175
2 Investments (Unrestricted)	564,620,767	299,158,511
3 Investments (Restricted)	93,776,644	121,219,347
4 Receivables	81,731,073	70,868,470
5 Receivables - Federal Grants	4,007,470	84,436,699
6 Inventories	36,636,644	34,701,191
7 Prepaid Expenses	-	23,070
8 TOTAL CURRENT ASSETS	<u>\$ 805,285,282</u>	<u>\$ 625,494,463</u>
9 Property, Plant & Equipment (Net)	2,914,887,738	2,895,722,853
10 Other Assets	126,292,725	144,885,244
11 TOTAL ASSETS	<u>\$ 3,846,465,745</u>	<u>\$ 3,666,102,560</u>
12 Current Liabilities	80,045,539	81,844,160
14 Net Pension Liability	90,642,486	96,783,597
15 Outstanding Debt	2,361,962,917	2,405,346,445
16 Net Investment in Capital Assets	685,839,635	694,070,596
17 Restricted Net Position	51,718,453	36,685,917
18 Unrestricted Net Position	576,256,715	351,371,845
19 TOTAL LIABILITIES & EQUITY	<u>\$ 3,846,465,745</u>	<u>\$ 3,666,102,560</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 Debt Service Reserves	\$ 3,253	\$ 3,235
21 2010/2015 Bond DSR Proceeds	145	550,818
22 2018 Bond Proceeds	3,998,788	13,272,767
23 2019 Bond Proceeds	22,584,870	64,313,229
24 Debt Service Interest Payable	32,106,911	26,529,166
25 Risk Contingency Fund	8,054,457	8,039,220
26 Catastrophic Risk Reserve Fund	1,102,382	
27 Box Elder County ROW (sales tax)	2,259,332	1,784,551
28 Utah County 4th Qtr (sales tax)	4,427,942	
29 Davis County Escrow	-	523,075
30 SL County Escrow	-	8
31 Amounts held in escrow	19,238,564	6,203,278
32 TOTAL RESTRICTED RESERVES	<u>\$ 93,776,644</u>	<u>\$ 121,219,347</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
33 General Reserves	65,368,000	\$ 58,778,000
34 Service Sustainability Reserves	10,895,000	9,796,000
35 Capital Reserve	45,616,000	44,338,000
36 Debt Reduction Reserve	30,000,000	30,000,000
37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 151,879,000</u>	<u>\$ 142,912,000</u>
38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 245,655,644</u>	<u>\$ 264,131,347</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of August 31, 2022

REVENUE & EXPENSES

	ACTUAL Aug-22	ACTUAL Aug-21	YTD 2022	YTD 2021
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,902,593)	\$ (2,601,166)	\$ (23,096,353)	\$ (19,472,067)
2 Advertising Revenue	(180,000)	(246,653)	(1,440,000)	(905,739)
3 TOTAL OPERATING REVENUE	\$ (3,082,593)	\$ (2,847,819)	\$ (24,536,353)	\$ (20,377,806)
OPERATING EXPENSE				
4 Bus Service	\$ 10,488,237	\$ 9,893,463	\$ 80,864,186	\$ 71,650,678
5 Commuter Rail	2,327,576	2,148,590	17,959,167	14,812,234
6 Light Rail	3,293,777	3,221,516	25,610,818	25,597,645
7 Maintenance of Way	1,414,590	1,601,084	12,400,015	12,827,756
8 Paratransit Service	2,128,275	1,999,049	16,913,828	15,832,396
9 RideShare/Van Pool Services	250,636	361,152	1,857,594	2,258,277
10 Microtransit	474,589	390,007	3,764,856	1,198,985
11 Operations Support	5,408,603	3,991,670	37,763,895	32,647,237
12 Administration	3,461,067	2,750,899	22,885,943	20,765,804
13 Planning/Capital Development/Real Estate	593,846	707,815	5,278,558	4,172,577
14 Non-Departmental	-	-	-	-
15 TOTAL OPERATING EXPENSE	\$ 29,841,196	\$ 27,065,245	\$ 225,298,860	\$ 201,763,589
16 NET OPERATING (INCOME) LOSS	\$ 26,758,603	\$ 24,217,426	\$ 200,762,507	\$ 181,385,783
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	(1,102,340)	(121,065)	(3,162,524)	(866,508)
18 Sales Tax Revenue ¹	(42,687,598)	(41,084,370)	(309,216,666)	(269,399,621)
19 Other Revenue	(695,500)	(670,705)	(7,355,190)	(4,565,602)
20 Fed Operations/Preventative Maint. Revenue	(11,321,914)	(17,304,318)	(217,421,907)	(174,326,408)
21 Bond Interest	6,344,548	7,240,169	52,651,513	58,683,433
22 Bond Interest UTCT	152,441	162,591	1,219,484	1,299,675
23 Bond Cost of Issuance/Fees	9,050	14,600	62,750	83,850
24 Lease Interest	128,422	98,108	1,036,467	817,062
25 Sale of Assets	(110)	6,578,789	3,207,244	770,004
26 TOTAL NON-OPERATING EXPENSE	\$ (49,173,001)	\$ (45,086,201)	\$ (478,978,829)	\$ (387,504,115)
27 CONTRIBUTION TO RESERVES	\$ 22,414,398	\$ 20,868,775	\$ 278,216,322	\$ 206,118,332
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(355,796)	(369,378)	(2,852,991)	(3,013,078)
28 Bond Refunding Cost Amortization	1,192,102	293,695	9,539,336	2,349,556
29 Future Revenue Cost Amortization	67,576	67,576	540,609	540,609
30 Depreciation	11,551,002	5,109,430	92,838,167	96,500,122
31 NET OTHER EXPENSES (NON-CASH)	\$ 12,454,884	\$ 5,101,323	\$ 100,065,121	\$ 96,377,209

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of August 31, 2022

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Aug-22	Aug-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,902,593)	\$ (2,816,214)	\$ 86,379	3%
2 Advertising Revenue	(180,000)	(120,000)	60,000	50%
3 TOTAL OPERATING REVENUE	\$ (3,082,593)	\$ (2,936,214)	\$ 146,379	5%
OPERATING EXPENSE				
4 Bus Service	\$ 10,488,237	\$ 10,198,290	\$ (289,947)	-3%
5 Commuter Rail	2,327,576	2,355,106	27,530	1%
6 Light Rail	3,293,777	3,506,578	212,801	6%
7 Maintenance of Way	1,414,590	1,787,485	372,895	21%
8 Paratransit Service	2,128,275	2,228,447	100,172	4%
9 RideShare/Van Pool Services	250,636	316,182	65,546	21%
10 Microtransit	474,589	697,677	223,088	32%
11 Operations Support	5,408,603	5,304,132	(104,471)	-2%
12 Administration	3,461,067	3,164,665	(296,402)	-9%
13 Planning/Capital Development/Real Estate	593,846	862,650	268,804	31%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 29,841,196	\$ 30,421,212	\$ 580,016	2%
16 NET OPERATING (INCOME) LOSS	\$ 26,758,603	\$ 27,484,998	\$ 726,395	3%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (1,102,340)	\$ (550,000)	\$ 552,340	100%
18 Sales Tax Revenue	(42,687,598)	(40,109,000)	2,578,598	6%
19 Other Revenue	(695,500)	(1,250,000)	(554,500)	-44%
20 Fed Operations/Preventative Maint. Revenue	(11,321,914)	(13,849,041)	(2,527,127)	-18%
21 Bond Interest	6,344,548	7,749,362	1,404,814	18%
22 Bond Interest UTCT	152,441	152,434	(7)	0%
23 Bond Cost of Issuance/Fees	9,050	4,000	(5,050)	-126%
24 Lease Interest	128,422	133,614	5,192	4%
25 Sale of Assets	(110)	-	110	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (49,173,001)	\$ (47,718,631)	\$ 1,454,370	3%
27 CONTRIBUTION TO RESERVES	\$ 22,414,398	\$ 20,233,633		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of August 31, 2022

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Aug-22	Aug-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 274,393	\$ 214,741	\$ (59,652)	-28%
2 Executive Director	372,602	706,456	333,854	47%
3 Chief Communication Officer	240,095	-	(240,095)	
4 Chief Planning and Engagement Officer	1,155,814	1,494,765	338,951	23%
5 Chief Finance Officer	1,134,840	1,200,545	65,705	5%
6 Chief Operating Officer	22,704,834	23,193,179	488,345	2%
7 Chief People Officer	1,464,479	1,401,671	(62,808)	-4%
8 Chief Development Officer	472,998	642,760	169,762	26%
9 Chief Enterprise Strategy Officer	2,021,141	1,567,095	(454,046)	-29%
10 Non-Departmental	-	-	-	
11 TOTAL OPERATING EXPENSE	\$ 29,841,196	\$ 30,421,212	\$ 580,016	2%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Aug-22	Aug-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
12 Board of Trustees	\$ 1,709,958	\$ 1,780,688	\$ 70,730	4%
13 Executive Director	4,741,283	5,662,857	921,574	16%
14 Chief Communication Officer	240,095	-	(240,095)	
15 Chief Planning and Engagement Officer	8,485,260	9,148,537	663,277	7%
16 Chief Finance Officer	9,499,203	9,718,258	219,055	2%
17 Chief Operating Officer	177,157,924	182,046,851	4,888,927	3%
18 Chief People Officer	6,961,051	9,377,673	2,416,622	26%
19 Chief Development Officer	3,909,901	5,144,117	1,234,216	24%
20 Chief Enterprise Strategy Officer	12,594,185	14,741,608	2,147,423	15%
21 Non-Departmental	-	-	-	
22 TOTAL OPERATING EXPENSE	\$ 225,298,860	\$ 237,620,589	\$ 12,321,729	5%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of August 31, 2022

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL Aug-22	BUDGET Aug-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (23,096,353)	\$ (22,432,013)	\$ 664,340	3%
2 Advertising Revenue	(1,440,000)	(885,000)	555,000	63%
3 TOTAL OPERATING REVENUE	\$ (24,536,353)	\$ (23,317,013)	\$ 1,219,340	5%
OPERATING EXPENSE				
4 Bus Service	\$ 80,864,186	\$ 79,849,896	\$ (1,014,290)	-1%
5 Commuter Rail	17,959,167	18,030,586	71,419	0%
6 Light Rail	25,610,818	27,966,281	2,355,463	8%
7 Maintenance of Way	12,400,015	13,839,820	1,439,805	10%
8 Paratransit Service	16,913,828	17,466,805	552,977	3%
9 RideShare/Van Pool Services	1,857,594	2,529,722	672,128	27%
10 Microtransit	3,764,856	4,061,054	296,198	7%
11 Operations Support	37,763,895	40,229,002	2,465,107	6%
12 Administration	22,885,943	27,543,186	4,657,243	17%
13 Planning/Capital Development/Real Estate	5,278,558	6,104,237	825,679	14%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 225,298,860	\$ 237,620,589	\$ 12,321,729	5%
16 NET OPERATING (INCOME) LOSS	\$ 200,762,507	\$ 214,303,576	\$ 13,541,069	6%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (3,162,524)	\$ (2,885,000)	\$ (277,524)	10%
18 Sales Tax Revenue	(309,216,666)	(284,278,000)	(24,938,666)	9%
19 Other Revenue	(7,355,190)	(8,758,000)	1,402,810	-16%
20 Fed Operations/Preventative Maint. Revenue	(217,421,907)	(154,663,545)	(62,758,362)	41%
21 Bond Interest	52,651,513	54,724,552	2,073,039	4%
22 Bond Interest UTCT	1,219,484	1,219,472	(12)	0%
23 Bond Cost of Issuance/Fees	62,750	45,250	(17,500)	-39%
24 Lease Interest	1,036,467	1,094,341	57,874	5%
25 Sale of Assets	3,207,244	-	(3,207,244)	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (478,978,829)	\$ (393,500,930)	\$ 85,477,899	22%
27 CONTRIBUTION TO RESERVES	\$ 278,216,322	\$ 179,197,354		

CAPITAL PROJECTS
(UNAUDITED)
As of August 31, 2022

EXHIBIT 1-6

	2022 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 15,859,906	\$ 47,286,015	33.5%
2 INFORMATION TECHNOLOGY	2,594,924	21,058,786	12.3%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	2,894,465	5,419,280	53.4%
4 CAPITAL PROJECTS	13,231,085	100,404,126	13.2%
5 AIRPORT STATION RELOCATION	104,819	9,453,807	1.1%
6 STATE OF GOOD REPAIR	18,326,161	37,374,436	49.0%
7 DEPOT DISTRICT	21,380,750	32,400,124	66.0%
8 OGDEN/WEBER STATE BRT	27,369,795	52,580,513	52.1%
9 TIGER	5,267,414	14,691,019	35.9%
10 TOTAL	<u>\$ 107,029,319</u>	<u>\$ 320,668,106</u>	33.4%
REVENUES			
11 GRANT	\$ 48,588,423	\$ 85,192,380	57.0%
12 STATE CONTRIBUTION	1,206,850	13,914,417	8.7%
13 LEASES (PAID TO DATE)	16,925,418	51,875,592	32.6%
14 BONDS	30,000,000	61,439,830	48.8%
15 LOCAL PARTNERS	4,097,033	30,415,935	13.5%
16 UTA FUNDING	6,211,594	77,829,952	8.0%
17 TOTAL	<u>\$ 107,029,319</u>	<u>\$ 320,668,106</u>	33.4%

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Aug-22	Aug-21	2022	2021
UTA				
Fully Allocated Costs	29,841,198	27,065,244	225,298,862	201,763,588
Passenger Farebox Revenue	2,902,592	2,601,166	23,096,352	19,472,690
Passengers	2,794,556	2,200,657	20,364,803	14,663,561
Farebox Recovery Ratio	9.7%	9.6%	10.3%	9.7%
Actual Subsidy per Rider	\$9.64	\$11.12	\$9.93	\$12.43
BUS SERVICE				
Fully Allocated Costs	15,184,619	13,575,407	113,387,848	99,998,711
Passenger Farebox Revenue	1,222,897	1,228,192	10,090,337	9,384,567
Passengers	1,379,371	1,103,867	10,023,445	7,696,944
Farebox Recovery Ratio	8.1%	9.0%	8.9%	9.4%
Actual Subsidy per Rider	\$10.12	\$11.19	\$10.31	\$11.77
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,993,120	6,381,041	52,389,890	49,847,374
Passenger Farebox Revenue	698,091	557,883	5,576,036	4,295,169
Passengers	957,086	773,797	7,195,029	5,004,576
Farebox Recovery Ratio	10.0%	8.7%	10.6%	8.6%
Actual Subsidy per Rider	\$6.58	\$7.53	\$6.51	\$9.10
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,292,543	3,949,530	33,303,428	29,404,399
Passenger Farebox Revenue	449,083	369,317	3,647,489	2,556,463
Passengers	303,851	206,797	2,039,553	1,191,961
Farebox Recovery Ratio	10.5%	9.4%	11.0%	8.7%
Actual Subsidy per Rider	\$12.65	\$17.31	\$14.54	\$22.52
MICROTRANSIT				
Fully Allocated Costs	526,422	430,985	4,117,593	1,507,280
Passenger Farebox Revenue	12,356	6,430	105,736	34,424
Passengers	23,112	8,201	123,922	42,205
Farebox Recovery Ratio	2.3%	1.5%	2.6%	2.3%
Actual Subsidy per Rider	\$22.24	\$51.77	\$32.37	\$34.90
PARATRANSIT				
Fully Allocated Costs	2,289,537	2,114,196	18,121,596	16,851,554
Passenger Farebox Revenue	269,842	260,024	1,706,931	1,169,793
Passengers	75,731	58,640	514,761	330,066
Farebox Recovery Ratio	11.8%	12.3%	9.4%	6.9%
Actual Subsidy per Rider	\$26.67	\$31.62	\$31.89	\$47.51
RIDESHARE				
Fully Allocated Costs	554,957	614,085	3,978,507	4,154,270
Passenger Farebox Revenue	250,323	179,320	1,969,823	2,032,274
Passengers	55,405	49,355	468,093	397,809
Farebox Recovery Ratio	45.1%	29.2%	49.5%	48.9%
Actual Subsidy per Rider	\$5.50	\$8.81	\$4.29	\$5.33

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Aug-22	Aug-21	2022	2021
FULLY ALLOCATED COSTS				
Bus Service	\$15,184,619	\$13,575,407	\$113,387,848	\$99,998,711
Light Rail Service	\$6,993,120	\$6,381,041	\$52,389,890	\$49,847,374
Commuter Rail Service	\$4,292,543	\$3,949,530	\$33,303,428	\$29,404,399
Microtransit	\$526,422	\$430,985	\$4,117,593	\$1,507,280
Paratransit	\$2,289,537	\$2,114,196	\$18,121,596	\$16,851,554
Rideshare	\$554,957	\$614,085	\$3,978,507	\$4,154,270
UTA	\$29,841,198	\$27,065,244	\$225,298,862	\$201,763,588
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,222,897	\$1,228,192	\$10,090,337	\$9,384,567
Light Rail Service	\$698,091	\$557,883	\$5,576,036	\$4,295,169
Commuter Rail Service	\$449,083	\$369,317	\$3,647,489	\$2,556,463
Microtransit	\$12,356	\$6,430	\$105,736	\$34,424
Paratransit	\$269,842	\$260,024	\$1,706,931	\$1,169,793
Rideshare	\$250,323	\$179,320	\$1,969,823	\$2,032,274
UTA	\$2,902,592	\$2,601,166	\$23,096,352	\$19,472,690
PASSENGERS				
Bus Service	1,379,371	1,103,867	10,023,445	7,696,944
Light Rail Service	957,086	773,797	7,195,029	5,004,576
Commuter Rail Service	303,851	206,797	2,039,553	1,191,961
Microtransit	23,112	8,201	123,922	42,205
Paratransit	75,731	58,640	514,761	330,066
Rideshare	55,405	49,355	468,093	397,809
UTA	2,794,556	2,200,657	20,364,803	14,663,561
FAREBOX RECOVERY RATIO				
Bus Service	8.1%	9.0%	8.9%	9.4%
Light Rail Service	10.0%	8.7%	10.6%	8.6%
Commuter Rail Service	10.5%	9.4%	11.0%	8.7%
Microtransit	2.3%	1.5%	2.6%	2.3%
Paratransit	11.8%	12.3%	9.4%	6.9%
Rideshare	45.1%	29.2%	49.5%	48.9%
UTA	9.7%	9.6%	10.3%	9.7%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$10.12	\$11.19	\$10.31	\$11.77
Light Rail Service	\$6.58	\$7.53	\$6.51	\$9.10
Commuter Rail Service	\$12.65	\$17.31	\$14.54	\$22.52
Microtransit	\$22.24	\$51.77	\$32.37	\$34.90
Paratransit	\$26.67	\$31.62	\$31.89	\$47.51
Rideshare	\$5.50	\$8.81	\$4.29	\$5.33
UTA	\$9.64	\$11.12	\$9.93	\$12.43

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of August 31, 2022

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 4,007,470	\$ 4,007,470	-	-	-	-
2 Sales Tax Contributions	72,243,420	40,108,760	32,134,660	-	-	-
3 Warranty Recovery	2,232,956	2,232,956	-	-	-	-
4 Build America Bond Subsidies	2,222,250	740,750	\$ 740,750	\$ 740,750	-	-
5 Product Sales and Development	3,288,401	1,844,763	1,020,026	8,800	\$ 41,103	\$ 373,709
6 Pass Sales	7,392	149,938	5,163	\$ (211,448)	\$ 16,643	\$ 47,096
7 Property Management	87,356	36,518	-	1,576	4,525	44,737
8 Vanpool/Rideshare	97,518	40,980	15,346	21,718	1,231	18,243
9 Salt Lake City Agreement	1,283,818	578,127	214,491	159,930	145,616	185,654
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreement:	261,288	-	-	-	-	261,288
12 Other	-	-	-	-	-	-
13 Total	\$ 85,738,543	\$ 49,740,262	\$ 34,130,436	\$ 721,326	\$ 209,118	\$ 937,401

Percentage Due by Aging

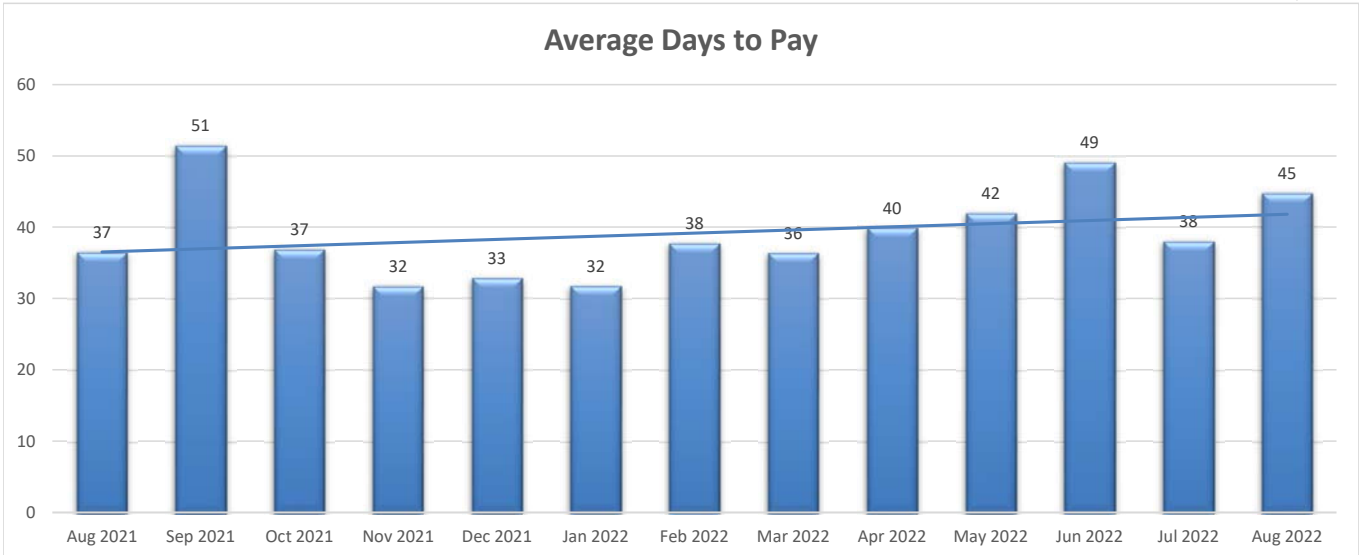
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	55.5%	44.5%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	33.3%	33.3%	33.3%	0.0%	0.0%	0.0%
18 Product Sales and Development	56.1%	31.0%	0.3%	1.2%	11.4%	
19 Pass Sales	2028.4%	69.8%	-2860.5%	225.1%	637.1%	
20 Property Management	41.8%	0.0%	1.8%	5.2%	51.2%	
21 Vanpool/Rideshare	42.0%	15.7%	22.3%	1.3%	18.7%	
22 Salt Lake City Agreement	45.0%	16.7%	12.5%	11.3%	14.5%	
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%	
24 Capital Development Agreements	0.0%	0.0%	0.0%	0.0%	100.0%	
25 Other						
26 Total		58.0%	39.8%	0.8%	0.2%	1.1%

¹ Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM AUGUST 1, 2022 THROUGH AUGUST 31, 2022
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
R2022-04-01		SELECT HEALTH	ZION-ACH	8/1/2022	813,912.90
R2022-04-01		PEHP (Use for Admin)	ZION-ACH	8/1/2022	266,989.34
R2022-04-01		ROCKY MOUNTAIN POWER	359149	8/3/2022	642,034.09
21-03426		MICROSOFT ENTERPRISE APPLICATION SUBSCRIPTION	891741	8/10/2022	579,176.75
19-03125BM	12/23/2019	DIESEL AND UNLEADED FUEL	891742	8/10/2022	612,512.56
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	8/11/2022	289,766.33
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	8/11/2022	941,722.70
20-3401VW	4/6/2021	FRONTRUNNER PAINT BOOTH	891802	8/17/2022	247,164.67
19-03125BM	12/23/2019	DIESEL AND UNLEADED FUEL	891803	8/17/2022	385,579.89
20-3378VW	6/24/2021	TPSS UPGRADE/REHAB	891804	8/17/2022	624,955.17
R2022-04-01		ROCKY MOUNTAIN POWER	369506	8/24/2022	246,928.05
19-03125BM	12/23/2019	DIESEL AND UNLEADED FUEL	891884	8/24/2022	551,392.35
20-03384VW	4/17/2021	PROJECT MGMT SERVICES	891885	8/24/2022	667,788.28
20-3349VW	6/9/2021	ON-CALL MAINTENANCE	891886	8/24/2022	3,951,290.84
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	8/25/2022	280,525.91
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	8/25/2022	911,493.77
21-3410VW	5/28/2021	FRONTRUNNER PROGRAM MANGEMENT	891976	8/31/2022	343,979.73
19-03043BM	7/2/2019	SALT LAKE COUNTY MICROTRANSIT	891977	8/31/2022	400,074.01
19-03125BM	12/23/2019	DIESEL AND UNLEADED FUEL	891978	8/31/2022	411,078.00
20-3378VW	6/24/2021	TPSS UPGRADE/REHAB	891979	8/31/2022	1,843,830.37
18-2741	8/23/2018	DEPOT DISTRICT TECHNOLOGY CENTER	891980	8/31/2022	2,256,677.58
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	8/31/2022	217,270.79
R2022-04-01		JP MORGAN EQUIPMENT FINANCE	ZION-ACH	8/31/2022	246,288.77





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
David Hancock, Director Capital Development
Dan Hofer, Director Capital Assets and Project Controls

TITLE:

2023-2027 Five Year Capital Plan

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Advance presentation to the Local Advisory Council for their approval and recommendation to the Board.

BACKGROUND:

UTA's 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 Financial Management. The 5-year Capital Plan includes all construction, capital improvements, major equipment purchases, and other projects requiring expenditures over \$25,000. This includes projects that are funded partially or fully by outside funding sources, such as grants or local partners.

The plan is required to be financially constrained and maintain assets at a state of good repair, to protect UTA's capital investments, and minimize future maintenance and replacement costs. Five-year forecasts help mitigate the challenges of applying a one-year budget to multi-year projects and support long-range financial planning and prudent management of the Enterprise.

This proposed 5-Year Capital Plan covers the period from 2023 through 2027.

DISCUSSION:

Staff will present the final 5-year Capital Plan for 2023 through 2027 for board review and feedback. With the board's concurrence, a presentation will be given to the Local Advisory Council for their consideration and

recommendation to the Board to adopt as the Agency's 2023-2027 Five-Year Plan.

ALTERNATIVES:

The Board of Trustees could recommend changes to the plan.

FISCAL IMPACT:

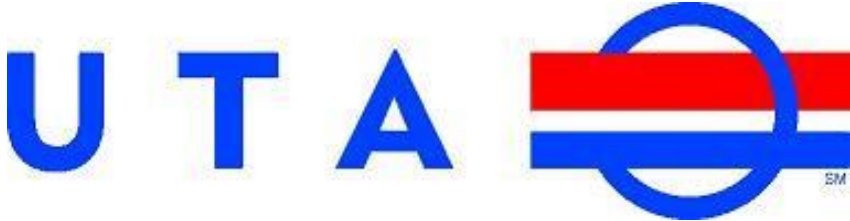
The Five-Year plan details capital investments to keep the system in a state of good repair and funds improvements to support ongoing system operations. The first year of the plan (2023) is included in the 2023 Tentative Budget which the Board will consider for adoption on October 26, 2022.

ATTACHMENTS:

- Draft 2023-2027 Five Year Capital Plan

DRAFT

**Utah Transit Authority Five-Year Capital Plan
2023-2027**



1 Introduction

1.1 Purpose of document

Utah Transit Authority Board of Trustees Policy No. 2.1 Financial Management, requires the Executive Director to develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The plan must be fiscally constrained and maintain all assets in a state of good repair to protect the Authority's capital investments, maintain safety and minimize future maintenance and replacement costs. Five-year forecasts help mitigate challenges of applying a one-year budget to multi-year projects, and also helps in long-range budget planning, including setting of priorities.

1.2 Definition of Capital Projects

For the purpose of this document, capital projects include all construction, capital improvements, major equipment purchases and other special projects requiring one or more expenditures totaling \$25,000 or more. This includes projects that are partially or fully funded by outside funding sources (e.g. grants, state funds, local partners, etc.). Other requests under \$25,000 should be included in departmental operating budgets.

Examples of capital projects include:

- New construction (new transit infrastructure, facilities, buildings or major additions, including studies/design to support future project construction)
- Building repairs, renovations, demolition, or upgrades
- Major maintenance (capital renewal and deferred maintenance)
- Safety, ADA, or Legal Compliance construction projects
- Energy conservation improvements
- Grounds improvement
- Real Estate Acquisition or Leasing
- Vehicles
- HVAC/Reroofing Projects
- Telecommunication and Information Technology systems (hardware and/or software)
- New or replacement equipment or furniture

2 Five-year Capital Plan Development Process

The annual capital planning process results in a prioritized list of projects for the upcoming fiscal year capital budget and a forward-looking five-year capital plan. In general, the projects incorporated into the capital plan must reflect UTA's Strategic Plan and regional transit initiatives.

2.1 Project Requests

New project requests are submitted annually and prioritized by management for funding consideration. The proposed project should meet a specific objective such as a mobility need, state of good repair or infrastructure need or requirement, and be consistent with UTA's overall strategic plan and goals.

Project requests must include the overall project costs, the yearly budget needs for the project development, and the long-term operating and maintenance costs, including state of good repair costs if applicable. Potential funding sources are also identified in the project request.

2.2 Project Prioritization

Completed project requests are compiled then prioritized by management. Prioritization considerations encompass UTA's Operating Priorities including:

- Service
 - Leveraging grants and other partner funds
 - Contributing to system improvements
- Stewardship
 - Maintaining a State of Good Repair
 - Assuring a safe system
- People
 - Benefits to UTA patrons
 - Benefits to UTA employees

Projects with a lower priority may be reduced in scope or moved to subsequent years as necessary. Once prioritized, the draft 5-year plan is submitted to the Executive Team for review. Requests are trimmed as needed to meet the anticipated 5-year budget resources, which is based on committed or reasonably foreseeable funding sources.

3 Proposed Capital Plan

Overview

UTA’s capital plan is focused on delivery of projects. A key consideration in developing funding allocations is the agency’s project delivery capacity after considering available resources.

As part of the 2023-2027 Five Year Capital Plan, projects have been classified into an “Active” or “Proposed” status. “Active” projects are projects UTA is actively pursuing and has allocated funding. “Proposed” projects are projects that have been identified but do not have all the resources necessary to deliver the project. Resources include:

- Funding
- Detailed Project Scope
- Comprehensive budget estimates
- High-level project delivery schedule
- Adequate personnel to deliver project

As those resources become available and the agency wishes to advance a project to the active classification, the Project Manager or Director/Regional General Manager will coordinate with those individuals responsible for getting a project added to the capital budget and prepare the necessary material for the Board to consider approving the request to advance the project(s). This would typically occur during the annual budget development process but could be advanced after consultation with the Local Advisory Council and Board approval.

The 2023-2027 capital requests have been compiled and prioritized. Tables showing the proposed capital budget by year are presented below in year of expenditure dollars, as well as overall 5-year summaries by both project type and funding source. Attachment A shows the detailed list of projects proposed to be funded, including the annual and 5-year budget, anticipated grant and local partner funds, and the required UTA funds for each project.

The proposed capital plan for 2023 will be incorporated into UTA’s proposed 2023 annual budget. Any new, unforeseen items that come up during the year will be considered for annual budget adjustments or amendments as needed.

In the following tables, any discrepancy between the proposed budget and source funds is currently being pursued through the grant applications or partner discussions.

Proposed 2023 Capital Budget Summary

Project Categories	2023 Total Budget	Grants	State/Local Partners	UTA Funds*
5310 Projects	4,821,000	3,714,000	1,059,000	48,000
Capital Construction	30,899,000	22,320,000	3,117,000	5,462,000
Capital Development	86,863,000	24,594,000	21,410,000	40,859,000
Contingency	5,000,000	-	-	5,000,000
Facilities- SGR	7,021,000	-	-	7,021,000
Information Technology	17,690,000	-	-	17,690,000
Infrastructure SGR Projects	51,309,000	37,081,000	200,000	14,028,000
Planning	4,127,000	1,514,000	169,000	2,444,000
Property/TOC	8,627,000	-	935,000	7,692,000
Revenue/Service Vehicles	90,749,000	26,706,000	3,957,000	60,086,000
Safety and Security	5,420,000	-	-	5,420,000
Unfunded- Grants	5,771,000	-	-	-
Unfunded- Other Sources	500,000	-	-	-
Grand Total	318,797,000	115,929,000	30,847,000	165,750,000

*UTA 2023 funds include: approximately \$41,755,000 in leasing

Proposed 2024 Capital Budget Summary

Project Categories	2024 Total Budget	Grants	State/Local Partners	UTA Funds*
5310 Projects	220,000	-	-	220,000
Capital Construction	2,050,000	-	-	2,050,000
Capital Development	87,191,000	32,259,000	27,462,000	27,470,000
Contingency	5,000,000	-	-	5,000,000
Facilities- SGR	16,117,000	-	-	16,117,000
Information Technology	25,483,000	-	-	25,483,000
Infrastructure SGR Projects	40,623,000	22,613,000	-	18,010,000
Planning	1,935,000	-	-	1,935,000
Property/TOC	2,634,000	-	690,000	1,944,000
Revenue/Service Vehicles	75,660,000	7,452,000	100,000	68,108,000
Safety and Security	2,823,000	21,000	-	2,802,000
Unfunded- Grants	17,983,000	-	-	-
Unfunded- Other Sources	750,000	-	-	-
Grand Total	278,469,000	62,345,000	28,252,000	169,139,000

*UTA 2024 funds include: approximately \$52,201,000 in leasing

Proposed 2025 Capital Budget Summary

Project Categories	2025 Total Budget	Grants	State/Local Partners	UTA Funds*
5310 Projects	-	-	-	-
Capital Construction	1,000,000	-	-	1,000,000
Capital Development	73,199,000	34,531,000	15,625,000	23,043,000
Contingency	5,000,000	-	-	5,000,000
Facilities- SGR	6,245,000	-	-	6,245,000
Information Technology	15,036,000	-	-	15,036,000
Infrastructure SGR Projects	35,095,000	18,003,000	-	17,092,000
Planning	1,800,000	-	-	1,800,000
Property/TOC	1,184,000	-	330,000	854,000
Revenue/Service Vehicles	70,685,000	200,000	100,000	70,385,000
Safety and Security	2,817,000	-	-	2,817,000
Unfunded- Grants	54,497,000	-	-	-
Unfunded- Other Sources	3,750,000	-	-	-
Grand Total	270,308,000	52,734,000	16,055,000	143,272,000

*UTA 2025 funds include: approximately \$47,826,000 in leasing

Proposed 2026 Capital Budget Summary

Project Categories	2026 Total Budget	Grants	State/Local Partners	UTA Funds*
5310 Projects	-	-	-	-
Capital Construction	500,000	-	-	500,000
Capital Development	15,706,000	-	1,300,000	14,406,000
Contingency	5,000,000	-	-	5,000,000
Facilities- SGR	3,527,000	-	-	3,527,000
Information Technology	8,764,000	-	-	8,764,000
Infrastructure SGR Projects	28,063,000	15,623,000	-	12,440,000
Planning	1,800,000	-	-	1,800,000
Property/TOC	791,000	-	-	791,000
Revenue/Service Vehicles	89,414,000	2,407,000	100,000	86,907,000
Safety and Security	2,793,000	-	-	2,793,000
Unfunded- Grants	44,195,000	-	-	-
Unfunded- Other Sources	16,250,000	-	-	-
Grand Total	216,803,000	18,030,000	1,400,000	136,928,000

*UTA 2026 funds include: approximately \$56,744,000 in leasing

Proposed 2027 Capital Budget Summary

Project Categories	2027 Total Budget	Grants	State/Local Partners	UTA Funds*
5310 Projects	-	-	-	-
Capital Construction	-	-	-	-
Capital Development	14,375,000	-	1,100,000	13,275,000
Contingency	5,000,000	-	-	5,000,000
Facilities- SGR	3,823,000	-	-	3,823,000
Information Technology	2,023,000	-	-	2,023,000
Infrastructure SGR Projects	25,672,000	18,000,000	-	7,672,000
Planning	1,800,000	-	-	1,800,000
Property/TOC	63,000	-	-	63,000
Revenue/Service Vehicles	82,528,000	2,000	12,000	82,514,000
Safety and Security	2,912,000	-	-	2,912,000
Unfunded- Grants	67,807,000	-	-	-
Unfunded- Other Sources	33,750,000	-	-	-
Grand Total	239,753,000	18,002,000	1,112,000	119,082,000

*UTA 2027 funds include: approximately \$32,916,000 in leasing

Proposed 5-Year Capital Plan Summary by Project Category

Project Categories	Proposed 5- Year Budget	Grants	State/Local Partners	UTA Funds*
5310 Projects	5,041,000	3,714,000	1,059,000	268,000
Capital Construction	34,449,000	22,320,000	3,117,000	9,012,000
Capital Development	277,334,000	91,384,000	66,897,000	119,053,000
Contingency	25,000,000	-	-	25,000,000
Facilities- SGR	36,733,000	-	-	36,733,000
Information Technology	68,996,000	-	-	68,996,000
Infrastructure SGR Projects	180,762,000	111,320,000	200,000	69,242,000
Planning	11,462,000	1,514,000	169,000	9,779,000
Property/TOC	13,299,000	-	1,955,000	11,344,000
Revenue/Service Vehicles	409,036,000	36,767,000	4,269,000	368,000,000
Safety and Security	16,765,000	21,000	-	16,744,000
Unfunded- Grants	190,253,000	-	-	-
Unfunded- Other Sources	55,000,000	-	-	-
Grand Total	1,324,130,000	267,040,000	77,666,000	734,171,000

*UTA 5-year funds include: approximately \$231,442,000 in leasing

The unfunded amount of \$245.3 million is being pursued.

Proposed 5-Year Capital Plan Summary by Year

Year	Proposed Budget	Grants	State/Local Partners	UTA Funds*
2023	318,797,000	115,929,000	30,847,000	165,750,000
2024	278,469,000	62,345,000	28,252,000	169,139,000
2025	270,308,000	52,734,000	16,055,000	143,272,000
2026	216,803,000	18,030,000	1,400,000	136,928,000
2027	239,753,000	18,002,000	1,112,000	119,082,000
Total	1,324,130,000	267,040,000	77,666,000	734,171,000

*UTA funds include: approximately \$234,442,000 in leasing.

4 Five-Year Plans

The five-year capital plan will be updated annually. Cost estimates and potential funding sources for projects are more accurate the closer they are to year of expenditure; therefore, in addition to including new project requests each year, the plan will be updated as necessary to adjust project costs and year of expenditure as they become more refined for each project. Funding sources and amounts will also be updated as they become more certain.

Approval of the 5-year capital plan will authorize the Agency to enter into contracts for those projects that are multi-year in nature.

This 5-year capital plan will inform the ongoing updates to regional transportation plans and associated implementation funding plans prepared by the metropolitan planning organizations within UTA's service area.

4.1 Project Requests

A number of the projects in the 5-year plan assume that significant local, state, and/or federal funds may become available. If those funds do not materialize, the project would need to be delayed until such time as additional funding could be secured. These projects include:

- SL-Central Headquarters: Significant Local Partner contributions anticipated
- SD100/160 Light Rail Vehicle Replacement: Significant Federal and Local Partner contributions being pursued

House Bill 322 passed in the 2022 Session by the Utah State Legislature directed UDOT and UTA to partner on "fixed guideway" projects with state funding and identified UDOT as the lead agency for project delivery. This significant legislation requires a strong working relationship between UDOT and UTA and provides state funding for major transit investments across the region. These funds can be used to leverage grant funds. UDOT and UTA have been working together to keep the FrontRunner double tracking and Point of the Mountain projects on schedule while determining how best to leverage the strengths of each agency in delivering these regionally significant projects.

The details of the UTA 2023 through 2027 Five-year Capital Plan are presented in the attached tables.

Attachment A
UTA 5-Year Capital Plan - Project Detail
2023 through 2027

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
5310 Projects	4,821,000	220,000	-	-	-	4,773,000	268,000	5,041,000
CDA006- CDA006- 5310 Admin Funds	-	-	-	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	30,000	220,000	-	-	-	-	250,000	250,000
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- MSP179- 20-1715 - 5310 Prgrm-OGD/LAY	24,000	-	-	-	-	24,000	-	24,000
MSP180- MSP180-20-1716- 5310 Prgrm-PRO/OREM	64,000	-	-	-	-	64,000	-	64,000
MSP181- MSP181-20-1717-5310 Prgrm-SLC/WV	144,000	-	-	-	-	144,000	-	144,000
MSP220- MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310)	280,000	-	-	-	-	280,000	-	280,000
MSP221- MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310)	137,000	-	-	-	-	137,000	-	137,000
MSP222- MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310)	215,000	-	-	-	-	215,000	-	215,000
MSP249- MSP249- FY19/20 - 5310 Funds - SL/WV	477,000	-	-	-	-	477,000	-	477,000
MSP250- MSP250- FY19/20 - 5310 Funds - O/L	240,000	-	-	-	-	240,000	-	240,000
MSP251- MSP251- FY19/20 - 5310 Funds - P/O	175,000	-	-	-	-	175,000	-	175,000
NP007- ARPA 5310	249,000	-	-	-	-	249,000	-	249,000
NP008- FFY 2022 5310 SL/WV	246,000	-	-	-	-	246,000	-	246,000
NP009- FFY 2022 5310 O/L	137,000	-	-	-	-	137,000	-	137,000
NP010- FFY 2022 5310 P/O	94,000	-	-	-	-	94,000	-	94,000
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	14,000	-	-	-	-	-	14,000	14,000
NP017- Rail Safety Campaign	4,000	-	-	-	-	-	4,000	4,000
NP020- CRRSAA 5310	249,000	-	-	-	-	249,000	-	249,000
NP021-FFY 19/20 5310 Capital Funds SL/WV	1,020,000	-	-	-	-	1,020,000	-	1,020,000
NP022-FFY 19/20 5310 Capital Funds O/L	628,000	-	-	-	-	628,000	-	628,000
NP023-FFY 19/20 5310 Capital Funds P/O	394,000	-	-	-	-	394,000	-	394,000
Capital Construction	30,899,000	2,050,000	1,000,000	500,000	-	25,437,000	9,012,000	34,449,000
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	14,785,000	-	-	-	-	13,625,000	1,160,000	14,785,000
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	1,563,000	-	-	-	-	-	1,563,000	1,563,000
NP029- Frontrunner Platform Modification	500,000	-	-	-	-	-	500,000	500,000
Capital Development	86,863,000	87,191,000	73,199,000	15,706,000	14,375,000	158,281,000	119,053,000	277,334,000
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

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
MSP156- Prop 1 Passenger Imp. Davis County	113,000	-	-	-	-	-	113,000	113,000
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-
MSP193- Weber County Corridor Preservation	2,824,000	-	-	-	-	2,824,000	-	2,824,000
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	1,700,000	428,000	2,698,000	1,131,000	-	1,500,000	4,457,000	5,957,000
MSP205- TIGER Program of Projects	10,460,000	2,809,000	-	-	-	7,568,000	5,701,000	13,269,000
MSP207- 3300/3500 South MAX Exp/Optimization	1,101,000	1,001,000	-	-	-	1,976,000	126,000	2,102,000
MSP208- Clearfield FR Station Trail	1,501,000	-	-	-	-	1,451,000	50,000	1,501,000
MSP215- Sharp/Tintic	110,000	395,000	-	-	-	-	505,000	505,000
MSP216- Point of the Mountain Transit	3,000,000	500,000	500,000	500,000	500,000	5,000,000	-	5,000,000
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	1,478,000	-	-	-	-	-	1,478,000	1,478,000
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP248- Planning & Environmental Analysis	360,000	360,000	500,000	500,000	500,000	-	2,220,000	2,220,000
MSP252- FrontRunner Forward	3,880,000	500,000	500,000	800,000	600,000	6,280,000	-	6,280,000
MSP253- Mid-Valley Connector	15,001,000	45,103,000	43,976,000	-	-	104,080,000	-	104,080,000
MSP254- TechLink Corridor	1,200,000	1,200,000	-	-	-	1,200,000	1,200,000	2,400,000
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	3,090,000	5,900,000	2,200,000	-	-	-	11,190,000	11,190,000
MSP259- S-Line Extension	1,870,000	6,700,000	3,080,000	-	-	11,650,000	-	11,650,000
MSP260- Westside Express (5600 West)	1,000,000	-	-	-	-	500,000	500,000	1,000,000
MSP264- South Valley Transit	3,830,000	2,000,000	2,620,000	-	-	5,830,000	2,620,000	8,450,000
MSP265- Program Management Support	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	-	16,500,000	16,500,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	1,540,000	800,000	1,800,000	-	-	-	4,140,000	4,140,000
MSP268- Optical Detection Next Steps	109,000	-	-	-	-	35,000	74,000	109,000
MSP269- Warm Springs Sewer Line Relocation	1,496,000	-	-	-	-	-	1,496,000	1,496,000
MSP273- Public Partnership Projects	10,000,000	-	-	-	-	-	10,000,000	10,000,000
MSP274- Historic Utah Southern Rail Trail	14,000	-	-	-	-	-	14,000	14,000
NP066- Utah County Park & Ride Lots	230,000	2,220,000	2,550,000	-	-	4,200,000	800,000	5,000,000
NP067- 900 East UVX Station	4,300,000	-	-	-	-	4,000,000	300,000	4,300,000
NP069- Sustainability Project Pool	200,000	200,000	200,000	200,000	200,000	-	1,000,000	1,000,000
NP073- Historic Orchard Pathway (Box Elder County)	206,000	-	-	-	-	187,000	19,000	206,000
NP074- Orange Street Microtransit Vehicle Electric Chargers for micro t	414,000	-	-	-	-	-	414,000	414,000
NP078- CareATC Location Build Out	35,000	-	-	-	-	-	35,000	35,000
NP083- Sheperd Lane Embankment	300,000	3,700,000	-	-	-	-	4,000,000	4,000,000
NP086- HB433 Future Rail Car Purchase Payment	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	-	25,000,000	25,000,000
SGR358- Frontrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	3,090,000	1,000,000	1,100,000	1,100,000	1,100,000	-	7,390,000	7,390,000
SGR408- Route End of Line (EOL) Enhancements	1,000,000	1,500,000	500,000	500,000	500,000	-	4,000,000	4,000,000
SGR409- System Restrooms	1,000,000	1,000,000	1,100,000	1,100,000	1,100,000	-	5,300,000	5,300,000
Contingency	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	-	25,000,000	25,000,000
MSP999- Capital Contingency	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	-	25,000,000	25,000,000
Facilities- SGR	7,021,000	16,117,000	6,245,000	3,527,000	3,823,000	-	36,733,000	36,733,000
FMA559- Office Equipment Reserve	100,000	100,000	100,000	100,000	-	-	400,000	400,000

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
FMA652- Facilities, Equipment Managed Reserve	571,000	500,000	1,000,000	500,000	750,000	-	3,321,000	3,321,000
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
NP036- Wheel Truing Machine JRSC	-	4,000,000	-	-	-	-	4,000,000	4,000,000
NP048- 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	8,000,000	900,000	-	-	-	10,865,000	10,865,000
Information Technology	17,690,000	25,483,000	15,036,000	8,764,000	2,023,000	-	68,996,000	68,996,000
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	8,000,000	500,000	150,000	150,000	-	10,800,000	10,800,000
NP077- CPO New HRIS system application upgrade	500,000	1,000,000	1,000,000	-	-	-	2,500,000	2,500,000
Infrastructure SGR Projects	51,309,000	40,623,000	35,095,000	28,063,000	25,672,000	111,520,000	69,242,000	180,762,000
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	610,000	630,000	-	2,944,000	2,944,000
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	2,750,000	3,000,000	3,000,000	3,000,000	3,000,000	6,607,000	8,143,000	14,750,000
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

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
Planning	4,127,000	1,935,000	1,800,000	1,800,000	1,800,000	1,683,000	9,779,000	11,462,000
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Si	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
NP061- Route Planning Restoration using Equity Index	300,000	-	-	-	-	300,000	-	300,000
NP062- Bus Network Optimization Program (BNOP)	100,000	-	-	-	-	-	100,000	100,000
NP080- AOPPP: Paratransit Forward Study	385,000	-	-	-	-	385,000	-	385,000
NP085- 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
Property/TOC	8,627,000	2,634,000	1,184,000	791,000	63,000	1,955,000	11,344,000	13,299,000
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
NP055- ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	5,000,000	5,000,000
Revenue/Service Vehicles	90,749,000	75,660,000	70,685,000	89,414,000	82,528,000	41,036,000	368,000,000	409,036,000
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
NP032- SD100/SD160 Light Rail Vehicle Replacement	500,000	750,000	3,750,000	16,250,000	33,750,000	-	55,000,000	55,000,000
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 Engine/Trans/Comp Rehab/Replace	2,100,000	3,000,000	3,000,000	3,000,000	3,000,000	-	14,100,000	14,100,000
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
SGR040- Light Rail Vehicle Rehab	13,610,000	12,662,000	10,000,000	9,000,000	9,000,000	20,652,000	33,620,000	54,272,000
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 and Replacement	1,165,000	2,000,000	3,750,000	3,750,000	3,750,000	-	14,415,000	14,415,000
Safety and Security	5,420,000	2,823,000	2,817,000	2,793,000	2,912,000	21,000	16,744,000	16,765,000
FMA516- Corridor Fencing	50,000	55,000	61,000	67,000	74,000	-	307,000	307,000
FMA543- Police Fleet Vehicles	51,000	53,000	55,000	57,000	59,000	-	275,000	275,000
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	2,145,000	621,000	621,000	621,000	621,000	-	4,629,000	4,629,000
FMA659- Emergency Operations Training	15,000	-	15,000	-	-	-	30,000	30,000

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
ICI140- Next Crossing Cameras	40,000	70,000	40,000	40,000	40,000	-	230,000	230,000
NP079- Red/Blue/Green/Frontrunner Camera Systems	1,104,000	947,000	947,000	947,000	947,000	-	4,892,000	4,892,000
NP084- Police Managed Reserve	300,000	150,000	150,000	150,000	150,000	-	900,000	900,000
Unfunded- Grants	5,771,000	17,983,000	54,497,000	44,195,000	67,807,000	190,253,000	-	190,253,000
CDA006- CDA006- 5310 Admin Funds	307,000	307,000	307,000	307,000	307,000	1,535,000	-	1,535,000
ICI213- E Voucher Phase 2	385,000	154,000	-	-	-	539,000	-	539,000
MSP202- Davis-SLC Community Connector	-	5,436,000	32,868,000	11,388,000	-	49,692,000	-	49,692,000
MSP254- TechLink Corridor	-	-	5,000,000	-	-	5,000,000	-	5,000,000
MSP260- Westside Express (5600 West)	-	9,086,000	7,322,000	-	-	16,408,000	-	16,408,000
MSP267- New Maintenance Training Facility	760,000	1,500,000	1,500,000	-	-	3,760,000	-	3,760,000
NP008- FFY 2022 5310 SL/WV	985,000	-	-	-	-	985,000	-	985,000
NP009- FFY 2022 5310 O/L	549,000	-	-	-	-	549,000	-	549,000
NP010- FFY 2022 5310 P/O	380,000	-	-	-	-	380,000	-	380,000
NP011- Voucher Project	10,000	-	-	-	-	10,000	-	10,000
NP012- FFY 2021 5310 O/L	383,000	-	-	-	-	383,000	-	383,000
NP013- FFY 2021 5310 SL/WV	677,000	-	-	-	-	677,000	-	677,000
NP014- FFY 2021 5310 P/O	260,000	-	-	-	-	260,000	-	260,000
NP015- Promotion of United Way 211	58,000	-	-	-	-	58,000	-	58,000
NP017- Rail Safety Campaign	17,000	-	-	-	-	17,000	-	17,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	1,000,000	1,500,000	7,500,000	32,500,000	67,500,000	110,000,000	-	110,000,000
Unfunded- Other Sources	500,000	750,000	3,750,000	16,250,000	33,750,000	-	55,000,000	55,000,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	500,000	750,000	3,750,000	16,250,000	33,750,000	-	55,000,000	55,000,000
Grand Total	318,797,000	278,469,000	270,308,000	216,803,000	239,753,000	534,959,000	789,171,000	1,324,130,000

2023-2027 Program Summary by Funding Source

Program/Project	2023-2027 Total Budget	2023-2027 Total Budget- Grants	2023-2027 Total	2023-2027 Total	2023-2027 Total Budget- Lease	2023-2027 Total Budget- State	2023-2027 Total Budget- Local Partner	2023-2027 Total Budget- UTA Local
			Budget- Grants	Budget- Other State/Local				
5310 Projects	5,041,000	3,714,000	-	-	-	-	1,059,000	268,000
CDA006- CDA006- 5310 Admin Funds	-	-	-	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	250,000	-	-	-	-	-	-	250,000
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- MSP179- 20-1715 - 5310 Prgrm-OGD/LAY	24,000	19,000	-	-	-	-	5,000	-
MSP180- MSP180-20-1716- 5310 Prgrm-PRO/OREM	64,000	51,000	-	-	-	-	13,000	-
MSP181- MSP181-20-1717-5310 Prgrm-SLC/WV	144,000	115,000	-	-	-	-	29,000	-
MSP220- MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310)	280,000	224,000	-	-	-	-	56,000	-
MSP221- MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310)	137,000	109,000	-	-	-	-	28,000	-
MSP222- MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310)	215,000	172,000	-	-	-	-	43,000	-
MSP249- MSP249- FY19/20 - 5310 Funds - SL/WV	477,000	477,000	-	-	-	-	-	-
MSP250- MSP250- FY19/20 - 5310 Funds - O/L	240,000	240,000	-	-	-	-	-	-
MSP251- MSP251- FY19/20 - 5310 Funds - P/O	175,000	175,000	-	-	-	-	-	-
NP007- ARPA 5310	249,000	249,000	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	246,000	-	-	-	-	-	246,000	-
NP009- FFY 2022 5310 O/L	137,000	-	-	-	-	-	137,000	-
NP010- FFY 2022 5310 P/O	94,000	-	-	-	-	-	94,000	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	14,000	-	-	-	-	-	-	14,000
NP017- Rail Safety Campaign	4,000	-	-	-	-	-	-	4,000
NP020- CRRSAA 5310	249,000	249,000	-	-	-	-	-	-
NP021-FFY 19/20 5310 Capital Funds SL/WV	1,020,000	816,000	-	-	-	-	204,000	-
NP022-FFY 19/20 5310 Capital Funds O/L	628,000	503,000	-	-	-	-	125,000	-
NP023-FFY 19/20 5310 Capital Funds P/O	394,000	315,000	-	-	-	-	79,000	-
Capital Construction	34,449,000	22,320,000	-	-	-	3,117,000	-	9,012,000
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	12,001,000	8,695,000	-	-	-	3,117,000	-	189,000
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	14,785,000	13,625,000	-	-	-	-	-	1,160,000
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	5,600,000	-	-	-	-	-	-	5,600,000
MSP272- Trax Operational Simulator	1,563,000	-	-	-	-	-	-	1,563,000
NP029- Frontrunner Platform Modification	500,000	-	-	-	-	-	-	500,000
Capital Development	277,334,000	91,384,000	-	-	-	61,678,000	5,219,000	119,053,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	36,000	-	-	-	-	-	-	36,000
MSP140- Box Elder County Corridor Preservation	8,375,000	-	-	-	-	-	-	8,375,000
MSP156- Prop 1 Passenger Imp. Davis County	113,000	-	-	-	-	-	-	113,000
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	-	-	-	-	-	-	-	-

2023-2027 Program Summary by Funding Source

Program/Project	2023-2027 Total Budget	2023-2027 Total Budget- Grants	2023-2027 Total	2023-2027 Total	2023-2027 Total Budget- Lease	2023-2027 Total Budget- State	2023-2027 Total Budget- Local Partner	2023-2027 Total Budget- UTA Local
			Budget- Unfunded	Budget- Other State/Local				
MSP202- Davis-SLC Community Connector	5,957,000	1,500,000	-	-	-	-	-	4,457,000
MSP205- TIGER Program of Projects	13,269,000	5,686,000	-	-	-	1,743,000	139,000	5,701,000
MSP207- 3300/3500 South MAX Exp/Optimization	2,102,000	1,976,000	-	-	-	-	-	126,000
MSP208- Clearfield FR Station Trail	1,501,000	1,451,000	-	-	-	-	-	50,000
MSP215- Sharp/Tintic	505,000	-	-	-	-	-	-	505,000
MSP216- Point of the Mountain Transit	5,000,000	2,000,000	-	-	-	3,000,000	-	-
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	1,478,000	-	-	-	-	-	-	1,478,000
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP248- Planning & Environmental Analysis	2,220,000	-	-	-	-	-	-	2,220,000
MSP252- FrontRunner Forward	6,280,000	-	-	-	-	6,280,000	-	-
MSP253- Mid-Valley Connector	104,080,000	69,405,000	-	-	-	34,675,000	-	-
MSP254- TechLink Corridor	2,400,000	950,000	-	-	-	-	250,000	1,200,000
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	11,190,000	-	-	-	-	-	-	11,190,000
MSP259- S-Line Extension	11,650,000	-	-	-	-	11,650,000	-	-
MSP260- Westside Express (5600 West)	1,000,000	-	-	-	-	500,000	-	500,000
MSP264- South Valley Transit	8,450,000	-	-	-	-	3,830,000	2,000,000	2,620,000
MSP265- Program Management Support	16,500,000	-	-	-	-	-	-	16,500,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	4,140,000	-	-	-	-	-	-	4,140,000
MSP268- Optical Detection Next Steps	109,000	29,000	-	-	-	-	6,000	74,000
MSP269- Warm Springs Sewer Line Relocation	1,496,000	-	-	-	-	-	-	1,496,000
MSP273- Public Partnership Projects	10,000,000	-	-	-	-	-	-	10,000,000
MSP274- Historic Utah Southern Rail Trail	14,000	-	-	-	-	-	-	14,000
NP066- Utah County Park & Ride Lots	5,000,000	4,200,000	-	-	-	-	-	800,000
NP067- 900 East UVX Station	4,300,000	4,000,000	-	-	-	-	-	300,000
NP069- Sustainability Project Pool	1,000,000	-	-	-	-	-	-	1,000,000
NP073- Historic Orchard Pathway (Box Elder County)	206,000	187,000	-	-	-	-	-	19,000
NP074- Orange Street Microtransit Vehicle Electric Chargers for micro transit	414,000	-	-	-	-	-	-	414,000
NP078- CareATC Location Build Out	35,000	-	-	-	-	-	-	35,000
NP083- Sheperd Lane Embankment	4,000,000	-	-	-	-	-	-	4,000,000
NP086- HB433 Future Rail Car Purchase Payment	25,000,000	-	-	-	-	-	-	25,000,000
SGR358- Frontrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	7,390,000	-	-	-	-	-	-	7,390,000
SGR408- Route End of Line (EOL) Enhancements	4,000,000	-	-	-	-	-	-	4,000,000
SGR409- System Restrooms	5,300,000	-	-	-	-	-	-	5,300,000
Contingency	25,000,000	-	-	-	-	-	-	25,000,000
MSP999- Capital Contingency	25,000,000	-	-	-	-	-	-	25,000,000
Facilities- SGR	36,733,000	-	-	-	-	-	-	36,733,000
FMA559- Office Equipment Reserve	400,000	-	-	-	-	-	-	400,000
FMA652- Facilities, Equipment Managed Reserve	3,321,000	-	-	-	-	-	-	3,321,000
FMA653- Facilities Rehab and Replacement	7,280,000	-	-	-	-	-	-	7,280,000
FMA672- Park and Ride Rehab/Replacement	3,250,000	-	-	-	-	-	-	3,250,000
FMA673- Stations and Platforms Rehab/Replace	1,810,000	-	-	-	-	-	-	1,810,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	5,070,000	-	-	-	-	-	-	5,070,000
NP036- Wheel Truing Machine JRSC	4,000,000	-	-	-	-	-	-	4,000,000
NP048- Warehouse Equipment Managed Reserve	737,000	-	-	-	-	-	-	737,000

2023-2027 Program Summary by Funding Source

Program/Project	2023-2027 Total Budget	2023-2027 Total		2023-2027 Total		2023-2027 Total		2023-2027 Total	
		Budget- Grants	Unfunded	Budget- Other State/Local	Budget- Lease	Budget- State	Budget- Local Partner	Budget- UTA Local	
SGR390- Jordan River Bldg 2 Remodel	10,865,000	-	-	-	-	-	-	-	10,865,000
Information Technology	68,996,000	-	-	-	-	-	-	-	68,996,000
ICI001- Passenger Information Signage	3,552,000	-	-	-	-	-	-	-	3,552,000
ICI005- EFC – Rehab & Replacement	375,000	-	-	-	-	-	-	-	375,000
ICI146- FrontRunner WiFi Enhancements	962,000	-	-	-	-	-	-	-	962,000
ICI173- JDE System Enhancements	250,000	-	-	-	-	-	-	-	250,000
ICI179- Network Infrastructure Equipment & Software	1,255,000	-	-	-	-	-	-	-	1,255,000
ICI183- Legal SW	-	-	-	-	-	-	-	-	-
ICI186- In House Application Development	1,083,000	-	-	-	-	-	-	-	1,083,000
ICI191- IT Managed Reserves	2,046,000	-	-	-	-	-	-	-	2,046,000
ICI197- Bus Communications On-Board Technology	702,000	-	-	-	-	-	-	-	702,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	1,678,000	-	-	-	-	-	-	-	1,678,000
ICI199- Rail Communication Onboard Tech	597,000	-	-	-	-	-	-	-	597,000
ICI201- Server, Storage Infrastructure Equipment & Software	2,582,000	-	-	-	-	-	-	-	2,582,000
ICI202- Radio Comm Infrastructure	574,000	-	-	-	-	-	-	-	574,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	972,000	-	-	-	-	-	-	-	972,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	170,000	-	-	-	-	-	-	-	170,000
ICI217- Transit Management System	950,000	-	-	-	-	-	-	-	950,000
ICI222- Fares Systems Replacement Program	37,588,000	-	-	-	-	-	-	-	37,588,000
ICI223- ERP Analysis	300,000	-	-	-	-	-	-	-	300,000
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	60,000	-	-	-	-	-	-	-	60,000
ICI226- New Radio Communication System	10,800,000	-	-	-	-	-	-	-	10,800,000
NP077- CPO New HRIS system application upgrade	2,500,000	-	-	-	-	-	-	-	2,500,000
Infrastructure SGR Projects	180,762,000	111,320,000	-	-	-	-	200,000	69,242,000	
MSP189- Signal Pre-emption Projects w/UDOT	200,000	-	-	-	-	-	200,000	-	
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-	
SGR047- Stray Current Mitigation	2,944,000	-	-	-	-	-	-	2,944,000	
SGR359- Bridge Rehabilitation & Maintenance	2,217,000	-	-	-	-	-	-	2,217,000	
SGR370- Light Rail Red Signal Enforcement	12,315,000	-	-	-	-	-	-	12,315,000	
SGR385- Rail Rehab and Replacement	30,150,000	18,920,000	-	-	-	-	-	11,230,000	
SGR393- Grade Crossing Rehab/Replacement	14,750,000	6,607,000	-	-	-	-	-	8,143,000	
SGR397- Traction Power Rehab/Replacement	37,616,000	29,451,000	-	-	-	-	-	8,165,000	
SGR398- OCS Rehab/Replace	24,035,000	19,228,000	-	-	-	-	-	4,807,000	
SGR401- Ballast and Tie Rehab/Replacement	1,800,000	-	-	-	-	-	-	1,800,000	
SGR403- Train Control Rehab/Replacement	34,035,000	22,616,000	-	-	-	-	-	11,419,000	
SGR404- Rail Switches/Trackwork Controls	11,370,000	8,496,000	-	-	-	-	-	2,874,000	
SGR410- Fiber Rehab/Replacement	9,330,000	6,002,000	-	-	-	-	-	3,328,000	
Planning	11,462,000	1,514,000	-	-	-	-	169,000	9,779,000	
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	412,000	336,000	-	-	-	-	-	76,000	
ICI221- Customer Relations Software Replacement	405,000	-	-	-	-	-	-	405,000	
MSP198- Wayfinding Plan	7,500,000	-	-	-	-	-	-	7,500,000	
NP061- Route Planning Restoration using Equity Index	300,000	300,000	-	-	-	-	-	-	
NP062- Bus Network Optimization Program (BNOP)	100,000	-	-	-	-	-	-	100,000	
NP080- AOPPP: Paratransit Forward Study	385,000	385,000	-	-	-	-	-	-	
NP085- Planning Studies Managed Reserve	1,500,000	-	-	-	-	-	-	1,500,000	
REV234- Tooele County Microtransit & Vehicle Electrification	860,000	493,000	-	-	-	-	169,000	198,000	
Property/TOC	13,299,000	-	-	-	-	-	1,955,000	11,344,000	

2023-2027 Program Summary by Funding Source

Program/Project	2023-2027 Total		2023-2027 Total	2023-2027 Total	2023-2027 Total		2023-2027 Total		2023-2027 Total
	Budget	Budget- Grants	Budget- Grants	Budget- Other	Budget- Lease	Budget- State	Budget- Local Partner	Budget- UTA Local	
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	160,000	-	-	-	-	-	-	-	160,000
MSP262- SLCentral HQ Office	2,780,000	-	-	-	-	-	-	-	2,780,000
MSP263- TOD Working Capital	2,752,000	-	-	-	-	-	-	-	2,752,000
MSP275- Station Area Planning	2,607,000	-	-	-	-	-	1,955,000	-	652,000
NP055- ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	-	-	5,000,000
Revenue/Service Vehicles	409,036,000	36,767,000	-	-	231,442,000	-	4,269,000	-	136,558,000
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	2,645,000	317,000	-	-	-	-	337,000	-	1,991,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	55,000,000	-	-	-	-	-	-	-	55,000,000
REV205- Replacement Non-Revenue Support Vehicles	3,648,000	-	-	-	3,648,000	-	-	-	-
REV209- Paratransit Replacements	16,520,000	-	-	-	16,520,000	-	-	-	-
REV211- Replacement Buses	190,856,000	-	-	-	190,400,000	-	-	-	456,000
REV212- Park City Lo/No Grant	4,543,000	2,790,000	-	-	-	-	1,432,000	-	321,000
REV224- Bus Engine/Trans/Comp Rehab/Replace	14,100,000	-	-	-	-	-	-	-	14,100,000
REV232- Van Pool Van Replacements	8,874,000	-	-	-	8,874,000	-	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	12,000,000	-	-	-	12,000,000	-	-	-	-
REV236- VW Battery Buses	22,030,000	13,008,000	-	-	-	-	2,500,000	-	6,522,000
REV237- GPS Telemetrics System	380,000	-	-	-	-	-	-	-	380,000
SGR040- Light Rail Vehicle Rehab	54,272,000	20,652,000	-	-	-	-	-	-	33,620,000
SGR353- Commuter Rail Engine Overhaul	6,430,000	-	-	-	-	-	-	-	6,430,000
SGR386- Repair Damaged LRV	3,323,000	-	-	-	-	-	-	-	3,323,000
SGR391- Commuter Rail Vehicle Rehab and Replacement	14,415,000	-	-	-	-	-	-	-	14,415,000
Safety and Security	16,765,000	21,000	-	-	-	-	-	-	16,744,000
FMA516- Corridor Fencing	307,000	-	-	-	-	-	-	-	307,000
FMA543- Police Fleet Vehicles	275,000	-	-	-	-	-	-	-	275,000
FMA557- Bus Safety and Security	186,000	-	-	-	-	-	-	-	186,000
FMA604- Safety General Projects	610,000	-	-	-	-	-	-	-	610,000
FMA645- Camera Sustainability	3,484,000	-	-	-	-	-	-	-	3,484,000
FMA656- Facility Security	224,000	-	-	-	-	-	-	-	224,000
FMA658- Bus Replacement Camera System	4,629,000	-	-	-	-	-	-	-	4,629,000
FMA659- Emergency Operations Training	30,000	-	-	-	-	-	-	-	30,000
FMA676- Security General Projects	223,000	-	-	-	-	-	-	-	223,000
FMA680- Suicide Prevention Research Project	70,000	21,000	-	-	-	-	-	-	49,000
FMA681- Arc Flash Analysis	705,000	-	-	-	-	-	-	-	705,000
ICI140- Next Crossing Cameras	230,000	-	-	-	-	-	-	-	230,000
NP079- Red/Blue/Green/Fronrunner Camera Systems	4,892,000	-	-	-	-	-	-	-	4,892,000
NP084- Police Managed Reserve	900,000	-	-	-	-	-	-	-	900,000
Unfunded- Grants	190,253,000	-	190,253,000	-	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	1,535,000	-	1,535,000	-	-	-	-	-	-
ICI213- E Voucher Phase 2	539,000	-	539,000	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	49,692,000	-	49,692,000	-	-	-	-	-	-
MSP254- TechLink Corridor	5,000,000	-	5,000,000	-	-	-	-	-	-
MSP260- Westside Express (5600 West)	16,408,000	-	16,408,000	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	3,760,000	-	3,760,000	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	985,000	-	985,000	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	549,000	-	549,000	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	380,000	-	380,000	-	-	-	-	-	-

2023-2027 Program Summary by Funding Source

Program/Project	2023-2027 Total Budget	2023-2027 Total Budget- Grants	2023-2027 Total	2023-2027 Total	2023-2027 Total Budget- Lease	2023-2027 Total Budget- State	2023-2027 Total Budget- Local Partner	2023-2027 Total Budget- UTA Local
			Budget- Grants	Budget- Other State/Local				
NP011- Voucher Project	10,000	-	10,000	-	-	-	-	-
NP012- FFY 2021 5310 O/L	383,000	-	383,000	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	677,000	-	677,000	-	-	-	-	-
NP014- FFY 2021 5310 P/O	260,000	-	260,000	-	-	-	-	-
NP015- Promotion of United Way 211	58,000	-	58,000	-	-	-	-	-
NP017- Rail Safety Campaign	17,000	-	17,000	-	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	110,000,000	-	110,000,000	-	-	-	-	-
Unfunded- Other Sources	55,000,000	-	-	55,000,000	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	55,000,000	-	-	55,000,000	-	-	-	-
Grand Total	1,324,130,000	267,040,000	190,253,000	55,000,000	231,442,000	64,795,000	12,871,000	502,729,000

2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded/Pending	2023 Grants-Unfunded	2023 Other State/Local	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
5310 Projects	4,821,000	3,714,000	-	-	-	-	1,059,000	48,000
CDA006- CDA006- 5310 Admin Funds	-	-	-	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	30,000	-	-	-	-	-	-	30,000
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- MSP179- 20-1715 - 5310 Prgrm-OGD/LAY	24,000	19,000	-	-	-	-	5,000	-
MSP180- MSP180-20-1716- 5310 Prgrm-PRO/OREM	64,000	51,000	-	-	-	-	13,000	-
MSP181- MSP181-20-1717-5310 Prgrm-SLC/WV	144,000	115,000	-	-	-	-	29,000	-
MSP220- MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310)	280,000	224,000	-	-	-	-	56,000	-
MSP221- MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310)	137,000	109,000	-	-	-	-	28,000	-
MSP222- MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310)	215,000	172,000	-	-	-	-	43,000	-
MSP249- MSP249- FY19/20 - 5310 Funds - SL/WV	477,000	477,000	-	-	-	-	-	-
MSP250- MSP250- FY19/20 - 5310 Funds - O/L	240,000	240,000	-	-	-	-	-	-
MSP251- MSP251- FY19/20 - 5310 Funds - P/O	175,000	175,000	-	-	-	-	-	-
NP007- ARPA 5310	249,000	249,000	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	246,000	-	-	-	-	-	246,000	-
NP009- FFY 2022 5310 O/L	137,000	-	-	-	-	-	137,000	-
NP010- FFY 2022 5310 P/O	94,000	-	-	-	-	-	94,000	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	14,000	-	-	-	-	-	-	14,000
NP017- Rail Safety Campaign	4,000	-	-	-	-	-	-	4,000
NP020- CRRSAA 5310	249,000	249,000	-	-	-	-	-	-
NP021-FFY 19/20 5310 Capital Funds SL/WV	1,020,000	816,000	-	-	-	-	204,000	-
NP022-FFY 19/20 5310 Capital Funds O/L	628,000	503,000	-	-	-	-	125,000	-
NP023-FFY 19/20 5310 Capital Funds P/O	394,000	315,000	-	-	-	-	79,000	-
Capital Construction	30,899,000	22,320,000	-	-	-	3,117,000	-	5,462,000
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	12,001,000	8,695,000	-	-	-	3,117,000	-	189,000
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	14,785,000	13,625,000	-	-	-	-	-	1,160,000
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	2,050,000	-	-	-	-	-	-	2,050,000
MSP272- Trax Operational Simulator	1,563,000	-	-	-	-	-	-	1,563,000
NP029- Frontrunner Platform Modification	500,000	-	-	-	-	-	-	500,000
Capital Development	86,863,000	24,594,000	-	-	-	16,221,000	5,189,000	40,859,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	36,000	-	-	-	-	-	-	36,000
MSP140- Box Elder County Corridor Preservation	2,075,000	-	-	-	-	-	-	2,075,000

2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded/Pending	2023 Grants-Unfunded	2023 Other State/Local	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
MSP156- Prop 1 Passenger Imp. Davis County	113,000	-	-	-	-	-	-	113,000
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	1,500,000	-	-	-	-	-	200,000
MSP205- TIGER Program of Projects	10,460,000	4,464,000	-	-	-	1,368,000	109,000	4,519,000
MSP207- 3300/3500 South MAX Exp/Optimization	1,101,000	1,035,000	-	-	-	-	-	66,000
MSP208- Clearfield FR Station Trail	1,501,000	1,451,000	-	-	-	-	-	50,000
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	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	1,478,000	-	-	-	-	-	-	1,478,000
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP248- Planning & Environmental Analysis	360,000	-	-	-	-	-	-	360,000
MSP252- FrontRunner Forward	3,880,000	-	-	-	-	3,880,000	-	-
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	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	3,090,000	-	-	-	-	-	-	3,090,000
MSP259- S-Line Extension	1,870,000	-	-	-	-	1,870,000	-	-
MSP260- Westside Express (5600 West)	1,000,000	-	-	-	-	500,000	-	500,000
MSP264- South Valley Transit	3,830,000	-	-	-	-	1,830,000	2,000,000	-
MSP265- Program Management Support	3,300,000	-	-	-	-	-	-	3,300,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	1,540,000	-	-	-	-	-	-	1,540,000
MSP268- Optical Detection Next Steps	109,000	29,000	-	-	-	-	6,000	74,000
MSP269- Warm Springs Sewer Line Relocation	1,496,000	-	-	-	-	-	-	1,496,000
MSP273- Public Partnership Projects	10,000,000	-	-	-	-	-	-	10,000,000
MSP274- Historic Utah Southern Rail Trail	14,000	-	-	-	-	-	-	14,000
NP066- Utah County Park & Ride Lots	230,000	-	-	-	-	-	-	230,000
NP067- 900 East UVX Station	4,300,000	4,000,000	-	-	-	-	-	300,000
NP069- Sustainability Project Pool	200,000	-	-	-	-	-	-	200,000
NP073- Historic Orchard Pathway (Box Elder County)	206,000	187,000	-	-	-	-	-	19,000
NP074- Orange Street Microtransit Vehicle Electric Chargers for micro transit	414,000	-	-	-	-	-	-	414,000
NP078- CareATC Location Build Out	35,000	-	-	-	-	-	-	35,000
NP083- Sheperd Lane Embankment	300,000	-	-	-	-	-	-	300,000
NP086- HB433 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	-	-	-	-	-	-	1,000,000
Contingency	5,000,000	-	-	-	-	-	-	5,000,000
MSP999- Capital Contingency	5,000,000	-	-	-	-	-	-	5,000,000
Facilities- SGR	7,021,000	-	-	-	-	-	-	7,021,000
FMA559- Office Equipment Reserve	100,000	-	-	-	-	-	-	100,000
FMA652- Facilities, Equipment Managed Reserve	571,000	-	-	-	-	-	-	571,000

2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded/Pending	2023 Grants-Unfunded	2023 Other State/Local	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
FMA653- Facilities Rehab and Replacement	1,780,000	-	-	-	-	-	-	1,780,000
FMA672- Park and Ride Rehab/Replacement	500,000	-	-	-	-	-	-	500,000
FMA673- Stations and Platforms Rehab/Replace	560,000	-	-	-	-	-	-	560,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	1,170,000	-	-	-	-	-	-	1,170,000
NP036- Wheel Truing Machine JRSC	-	-	-	-	-	-	-	-
NP048- Warehouse Equipment Managed Reserve	375,000	-	-	-	-	-	-	375,000
SGR390- Jordan River Bldg 2 Remodel	1,965,000	-	-	-	-	-	-	1,965,000
Information Technology	17,690,000	-	-	-	-	-	-	17,690,000
ICI001- Passenger Information Signage	3,202,000	-	-	-	-	-	-	3,202,000
ICI005- EFC – Rehab & Replacement	225,000	-	-	-	-	-	-	225,000
ICI146- FrontRunner WiFi Enhancements	712,000	-	-	-	-	-	-	712,000
ICI173- JDE System Enhancements	50,000	-	-	-	-	-	-	50,000
ICI179- Network Infrastructure Equipment & Software	242,000	-	-	-	-	-	-	242,000
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	283,000	-	-	-	-	-	-	283,000
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	-	-	-	-	-	-	410,000
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	-	-	-	-	-	-	950,000
ICI222- Fares Systems Replacement Program	5,500,000	-	-	-	-	-	-	5,500,000
ICI223- ERP Analysis	300,000	-	-	-	-	-	-	300,000
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	60,000	-	-	-	-	-	-	60,000
ICI226- New Radio Communication System	2,000,000	-	-	-	-	-	-	2,000,000
NP077- CPO New HRIS system application upgrade	500,000	-	-	-	-	-	-	500,000
Infrastructure SGR Projects	51,309,000	37,081,000	-	-	-	-	200,000	14,028,000
MSP189- Signal Pre-emption Projects w/UDOT	200,000	-	-	-	-	-	200,000	-
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	567,000	-	-	-	-	-	-	567,000
SGR359- Bridge Rehabilitation & Maintenance	625,000	-	-	-	-	-	-	625,000
SGR370- Light Rail Red Signal Enforcement	3,315,000	-	-	-	-	-	-	3,315,000
SGR385- Rail Rehab and Replacement	14,650,000	11,720,000	-	-	-	-	-	2,930,000
SGR393- Grade Crossing Rehab/Replacement	2,750,000	2,200,000	-	-	-	-	-	550,000
SGR397- Traction Power Rehab/Replacement	15,332,000	12,265,000	-	-	-	-	-	3,067,000
SGR398- OCS Rehab/Replace	2,000,000	1,600,000	-	-	-	-	-	400,000
SGR401- Ballast and Tie Rehab/Replacement	250,000	-	-	-	-	-	-	250,000
SGR403- Train Control Rehab/Replacement	4,400,000	3,520,000	-	-	-	-	-	880,000
SGR404- Rail Switches/Trackwork Controls	2,820,000	2,256,000	-	-	-	-	-	564,000
SGR410- Fiber Rehab/Replacement	4,400,000	3,520,000	-	-	-	-	-	880,000

2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded/Pending	2023 Grants-Unfunded	2023 Other State/Local	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
Planning	4,127,000	1,514,000	-	-	-	-	169,000	2,444,000
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	412,000	336,000	-	-	-	-	-	76,000
ICI221- Customer Relations Software Replacement	270,000	-	-	-	-	-	-	270,000
MSP198- Wayfinding Plan	1,500,000	-	-	-	-	-	-	1,500,000
NP061- Route Planning Restoration using Equity Index	300,000	300,000	-	-	-	-	-	-
NP062- Bus Network Optimization Program (BNOP)	100,000	-	-	-	-	-	-	100,000
NP080- AOPPP: Paratransit Forward Study	385,000	385,000	-	-	-	-	-	-
NP085- Planning Studies Managed Reserve	300,000	-	-	-	-	-	-	300,000
REV234- Tooele County Microtransit & Vehicle Electrification	860,000	493,000	-	-	-	-	169,000	198,000
Property/TOC	8,627,000	-	-	-	-	-	935,000	7,692,000
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	40,000	-	-	-	-	-	-	40,000
MSP262- SLCentral HQ Office	1,780,000	-	-	-	-	-	-	1,780,000
MSP263- TOD Working Capital	688,000	-	-	-	-	-	-	688,000
MSP275- Station Area Planning	1,119,000	-	-	-	-	-	935,000	184,000
NP055- ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	-	5,000,000
Revenue/Service Vehicles	90,749,000	26,706,000	-	-	41,755,000	-	3,957,000	18,331,000
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	113,000	20,000	-	-	-	-	25,000	68,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	500,000	-	-	-	-	-	-	500,000
REV205- Replacement Non-Revenue Support Vehicles	1,148,000	-	-	-	1,148,000	-	-	-
REV209- Paratransit Replacements	3,328,000	-	-	-	3,328,000	-	-	-
REV211- Replacement Buses	31,452,000	-	-	-	31,356,000	-	-	96,000
REV212- Park City Lo/No Grant	4,543,000	2,790,000	-	-	-	-	1,432,000	321,000
REV224- Bus Engine/Trans/Comp Rehab/Replace	2,100,000	-	-	-	-	-	-	2,100,000
REV232- Van Pool Van Replacements	1,923,000	-	-	-	1,923,000	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	4,000,000	-	-	-	4,000,000	-	-	-
REV236- VW Battery Buses	22,030,000	13,008,000	-	-	-	-	2,500,000	6,522,000
REV237- GPS Telemetrics System	380,000	-	-	-	-	-	-	380,000
SGR040- Light Rail Vehicle Rehab	13,610,000	10,888,000	-	-	-	-	-	2,722,000
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	1,165,000	-	-	-	-	-	-	1,165,000
Safety and Security	5,420,000	-	-	-	-	-	-	5,420,000
FMA516- Corridor Fencing	50,000	-	-	-	-	-	-	50,000
FMA543- Police Fleet Vehicles	51,000	-	-	-	-	-	-	51,000
FMA557- Bus Safety and Security	30,000	-	-	-	-	-	-	30,000
FMA604- Safety General Projects	100,000	-	-	-	-	-	-	100,000
FMA645- Camera Sustainability	670,000	-	-	-	-	-	-	670,000
FMA656- Facility Security	50,000	-	-	-	-	-	-	50,000
FMA658- Bus Replacement Camera System	2,145,000	-	-	-	-	-	-	2,145,000
FMA659- Emergency Operations Training	15,000	-	-	-	-	-	-	15,000
FMA676- Security General Projects	120,000	-	-	-	-	-	-	120,000
FMA680- Suicide Prevention Research Project	40,000	-	-	-	-	-	-	40,000
FMA681- Arc Flash Analysis	705,000	-	-	-	-	-	-	705,000

2023 Details

Department/ Project Code/Project Name	2023 Total Budget	2023 Grants-Awarded/Pending	2023 Grants-Unfunded	2023 Other State/Local	2023 Lease	2023 State	2023 Local Partner	2023 UTA Local
ICI140- Next Crossing Cameras	40,000	-	-	-	-	-	-	40,000
NP079- Red/Blue/Green/Frontrunner Camera Systems	1,104,000	-	-	-	-	-	-	1,104,000
NP084- Police Managed Reserve	300,000	-	-	-	-	-	-	300,000
Unfunded- Grants	5,771,000	-	5,771,000	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	307,000	-	307,000	-	-	-	-	-
ICI213- E Voucher Phase 2	385,000	-	385,000	-	-	-	-	-
MSP202- Davis-SLC Community Connector	-	-	-	-	-	-	-	-
MSP254- TechLink Corridor	-	-	-	-	-	-	-	-
MSP260- Westside Express (5600 West)	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	760,000	-	760,000	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	985,000	-	985,000	-	-	-	-	-
NP009- FFY 2022 5310 O/L	549,000	-	549,000	-	-	-	-	-
NP010- FFY 2022 5310 P/O	380,000	-	380,000	-	-	-	-	-
NP011- Voucher Project	10,000	-	10,000	-	-	-	-	-
NP012- FFY 2021 5310 O/L	383,000	-	383,000	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	677,000	-	677,000	-	-	-	-	-
NP014- FFY 2021 5310 P/O	260,000	-	260,000	-	-	-	-	-
NP015- Promotion of United Way 211	58,000	-	58,000	-	-	-	-	-
NP017- Rail Safety Campaign	17,000	-	17,000	-	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	1,000,000	-	1,000,000	-	-	-	-	-
Unfunded- Other Sources	500,000	-	-	500,000	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	500,000	-	-	500,000	-	-	-	-
Grand Total	318,797,000	115,929,000	5,771,000	500,000	41,755,000	19,338,000	11,509,000	123,995,000

239,924,000

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Department/ Project Code/Project Name	2024 Total Budget	2024 Grants-Awarded/Pending	2024 Grants-Unfunded	2024 Other State/Local	2024 Lease	2024 State	2024 Local Partner	2024 UTA Local
5310 Projects	220,000	-	-	-	-	-	-	220,000
CDA006- CDA006- 5310 Admin Funds	-	-	-	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	220,000	-	-	-	-	-	-	220,000
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- MSP179- 20-1715 - 5310 Prgrm-OGD/LAY	-	-	-	-	-	-	-	-
MSP180- MSP180-20-1716- 5310 Prgrm-PRO/OREM	-	-	-	-	-	-	-	-
MSP181- MSP181-20-1717-5310 Prgrm-SLC/WV	-	-	-	-	-	-	-	-
MSP220- MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310)	-	-	-	-	-	-	-	-
MSP221- MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310)	-	-	-	-	-	-	-	-
MSP222- MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310)	-	-	-	-	-	-	-	-
MSP249- MSP249- FY19/20 - 5310 Funds - SL/WV	-	-	-	-	-	-	-	-
MSP250- MSP250- FY19/20 - 5310 Funds - O/L	-	-	-	-	-	-	-	-
MSP251- MSP251- FY19/20 - 5310 Funds - P/O	-	-	-	-	-	-	-	-
NP007- ARPA 5310	-	-	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP020- CRRSAA 5310	-	-	-	-	-	-	-	-
NP021-FFY 19/20 5310 Capital Funds SL/WV	-	-	-	-	-	-	-	-
NP022-FFY 19/20 5310 Capital Funds O/L	-	-	-	-	-	-	-	-
NP023-FFY 19/20 5310 Capital Funds P/O	-	-	-	-	-	-	-	-
Capital Construction	2,050,000	-	-	-	-	-	-	2,050,000
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	-	-	-	-	-	-	-	-
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	-	-	-	-	-	-	-	-
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	2,050,000	-	-	-	-	-	-	2,050,000
MSP272- Trax Operational Simulator	-	-	-	-	-	-	-	-
NP029- Frontrunner Platform Modification	-	-	-	-	-	-	-	-
Capital Development	87,191,000	32,259,000	-	-	-	27,432,000	30,000	27,470,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	-	-	-	-	-	-	-	-

2024 Details

Department/ Project Code/Project Name	2024 Total Budget	2024 Grants-Awarded/Pending	2024 Grants-Unfunded	2024 Other State/Local	2024 Lease	2024 State	2024 Local Partner	2024 UTA Local
MSP140- Box Elder County Corridor Preservation	1,575,000	-	-	-	-	-	-	1,575,000
MSP156- Prop 1 Passenger Imp. Davis County	-	-	-	-	-	-	-	-
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-
MSP193- Weber County Corridor Preservation	-	-	-	-	-	-	-	-
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	428,000	-	-	-	-	-	-	428,000
MSP205- TIGER Program of Projects	2,809,000	1,222,000	-	-	-	375,000	30,000	1,182,000
MSP207- 3300/3500 South MAX Exp/Optimization	1,001,000	941,000	-	-	-	-	-	60,000
MSP208- Clearfield FR Station Trail	-	-	-	-	-	-	-	-
MSP215- Sharp/Tintic	395,000	-	-	-	-	-	-	395,000
MSP216- Point of the Mountain Transit	500,000	-	-	-	-	500,000	-	-
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	-	-	-	-	-	-	-	-
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP248- Planning & Environmental Analysis	360,000	-	-	-	-	-	-	360,000
MSP252- FrontRunner Forward	500,000	-	-	-	-	500,000	-	-
MSP253- Mid-Valley Connector	45,103,000	27,746,000	-	-	-	17,357,000	-	-
MSP254- TechLink Corridor	1,200,000	250,000	-	-	-	-	-	950,000
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	5,900,000	-	-	-	-	-	-	5,900,000
MSP259- S-Line Extension	6,700,000	-	-	-	-	6,700,000	-	-
MSP260- Westside Express (5600 West)	-	-	-	-	-	-	-	-
MSP264- South Valley Transit	2,000,000	-	-	-	-	2,000,000	-	-
MSP265- Program Management Support	3,300,000	-	-	-	-	-	-	3,300,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	800,000	-	-	-	-	-	-	800,000
MSP268- Optical Detection Next Steps	-	-	-	-	-	-	-	-
MSP269- Warm Springs Sewer Line Relocation	-	-	-	-	-	-	-	-
MSP273- Public Partnership Projects	-	-	-	-	-	-	-	-
MSP274- Historic Utah Southern Rail Trail	-	-	-	-	-	-	-	-
NP066- Utah County Park & Ride Lots	2,220,000	2,100,000	-	-	-	-	-	120,000
NP067- 900 East UVX Station	-	-	-	-	-	-	-	-
NP069- Sustainability Project Pool	200,000	-	-	-	-	-	-	200,000
NP073- Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-	-
NP074- Orange Street Microtransit Vehicle Electric Chargers for micro transit	-	-	-	-	-	-	-	-
NP078- CareATC Location Build Out	-	-	-	-	-	-	-	-
NP083- Sheperd Lane Embankment	3,700,000	-	-	-	-	-	-	3,700,000
NP086- HB433 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	-	5,000,000
SGR358- Fronrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	1,000,000	-	-	-	-	-	-	1,000,000
SGR408- Route End of Line (EOL) Enhancements	1,500,000	-	-	-	-	-	-	1,500,000
SGR409- System Restrooms	1,000,000	-	-	-	-	-	-	1,000,000
Contingency	5,000,000	-	-	-	-	-	-	5,000,000
MSP999- Capital Contingency	5,000,000	-	-	-	-	-	-	5,000,000

2024 Details

Department/ Project Code/Project Name	2024 Total Budget	2024 Grants-Awarded/Pending	2024 Grants-Unfunded	2024 Other State/Local	2024 Lease	2024 State	2024 Local Partner	2024 UTA Local
Facilities- SGR	16,117,000	-	-	-	-	-	-	16,117,000
FMA559- Office Equipment Reserve	100,000	-	-	-	-	-	-	100,000
FMA652- Facilities, Equipment Managed Reserve	500,000	-	-	-	-	-	-	500,000
FMA653- Facilities Rehab and Replacement	1,500,000	-	-	-	-	-	-	1,500,000
FMA672- Park and Ride Rehab/Replacement	750,000	-	-	-	-	-	-	750,000
FMA673- Stations and Platforms Rehab/Replace	250,000	-	-	-	-	-	-	250,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	900,000	-	-	-	-	-	-	900,000
NP036- Wheel Truing Machine JRSC	4,000,000	-	-	-	-	-	-	4,000,000
NP048- Warehouse Equipment Managed Reserve	117,000	-	-	-	-	-	-	117,000
SGR390- Jordan River Bldg 2 Remodel	8,000,000	-	-	-	-	-	-	8,000,000
Information Technology	25,483,000	-	-	-	-	-	-	25,483,000
ICI001- Passenger Information Signage	350,000	-	-	-	-	-	-	350,000
ICI005- EFC – Rehab & Replacement	150,000	-	-	-	-	-	-	150,000
ICI146- FrontRunner WiFi Enhancements	100,000	-	-	-	-	-	-	100,000
ICI173- JDE System Enhancements	50,000	-	-	-	-	-	-	50,000
ICI179- Network Infrastructure Equipment & Software	271,000	-	-	-	-	-	-	271,000
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	200,000	-	-	-	-	-	-	200,000
ICI191- IT Managed Reserves	400,000	-	-	-	-	-	-	400,000
ICI197- Bus Communications On-Board Technology	100,000	-	-	-	-	-	-	100,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	283,000	-	-	-	-	-	-	283,000
ICI199- Rail Communication Onboard Tech	100,000	-	-	-	-	-	-	100,000
ICI201- Server, Storage Infrastructure Equipment & Software	269,000	-	-	-	-	-	-	269,000
ICI202- Radio Comm Infrastructure	100,000	-	-	-	-	-	-	100,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	243,000	-	-	-	-	-	-	243,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	-	-	-	-	-	-	-	-
ICI217- Transit Management System	-	-	-	-	-	-	-	-
ICI222- Fares Systems Replacement Program	13,867,000	-	-	-	-	-	-	13,867,000
ICI223- ERP Analysis	-	-	-	-	-	-	-	-
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	-	-	-	-	-	-	-	-
ICI226- New Radio Communication System	8,000,000	-	-	-	-	-	-	8,000,000
NP077- CPO New HRIS system application upgrade	1,000,000	-	-	-	-	-	-	1,000,000
Infrastructure SGR Projects	40,623,000	22,613,000	-	-	-	-	-	18,010,000
MSP189- Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-	-
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	534,000	-	-	-	-	-	-	534,000
SGR359- Bridge Rehabilitation & Maintenance	472,000	-	-	-	-	-	-	472,000
SGR370- Light Rail Red Signal Enforcement	3,500,000	-	-	-	-	-	-	3,500,000
SGR385- Rail Rehab and Replacement	3,500,000	800,000	-	-	-	-	-	2,700,000
SGR393- Grade Crossing Rehab/Replacement	3,000,000	400,000	-	-	-	-	-	2,600,000
SGR397- Traction Power Rehab/Replacement	15,332,000	12,265,000	-	-	-	-	-	3,067,000

2024 Details

Department/ Project Code/Project Name	2024 Total Budget	2024 Grants-Awarded/Pending	2024 Grants-Unfunded	2024 Other State/Local	2024 Lease	2024 State	2024 Local Partner	2024 UTA Local
SGR398- OCS Rehab/Replace	2,035,000	1,628,000	-	-	-	-	-	407,000
SGR401- Ballast and Tie Rehab/Replacement	350,000	-	-	-	-	-	-	350,000
SGR403- Train Control Rehab/Replacement	8,600,000	4,880,000	-	-	-	-	-	3,720,000
SGR404- Rail Switches/Trackwork Controls	1,300,000	1,040,000	-	-	-	-	-	260,000
SGR410- Fiber Rehab/Replacement	2,000,000	1,600,000	-	-	-	-	-	400,000
Planning	1,935,000	-	-	-	-	-	-	1,935,000
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	-	-	-	-	-	-	-	-
ICI221- Customer Relations Software Replacement	135,000	-	-	-	-	-	-	135,000
MSP198- Wayfinding Plan	1,500,000	-	-	-	-	-	-	1,500,000
NP061- Route Planning Restoration using Equity Index	-	-	-	-	-	-	-	-
NP062- Bus Network Optimization Program (BNOP)	-	-	-	-	-	-	-	-
NP080- AOPPP: Paratransit Forward Study	-	-	-	-	-	-	-	-
NP085- Planning Studies Managed Reserve	300,000	-	-	-	-	-	-	300,000
REV234- Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-	-
Property/TOC	2,634,000	-	-	-	-	-	690,000	1,944,000
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	40,000	-	-	-	-	-	-	40,000
MSP262- SLCentral HQ Office	1,000,000	-	-	-	-	-	-	1,000,000
MSP263- TOD Working Capital	688,000	-	-	-	-	-	-	688,000
MSP275- Station Area Planning	906,000	-	-	-	-	-	690,000	216,000
NP055- ROW & Facility Property Opportunity Buy	-	-	-	-	-	-	-	-
Revenue/Service Vehicles	75,660,000	7,452,000	-	-	52,201,000	-	100,000	15,907,000
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	661,000	65,000	-	-	-	-	100,000	496,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	750,000	-	-	-	-	-	-	750,000
REV205- Replacement Non-Revenue Support Vehicles	500,000	-	-	-	500,000	-	-	-
REV209- Paratransit Replacements	3,328,000	-	-	-	3,328,000	-	-	-
REV211- Replacement Buses	38,787,000	-	-	-	38,697,000	-	-	90,000
REV212- Park City Lo/No Grant	-	-	-	-	-	-	-	-
REV224- Bus Engine/Trans/Comp Rehab/Replace	3,000,000	-	-	-	-	-	-	3,000,000
REV232- Van Pool Van Replacements	1,676,000	-	-	-	1,676,000	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	8,000,000	-	-	-	8,000,000	-	-	-
REV236- VW Battery Buses	-	-	-	-	-	-	-	-
REV237- GPS Telematics System	-	-	-	-	-	-	-	-
SGR040- Light Rail Vehicle Rehab	12,662,000	7,387,000	-	-	-	-	-	5,275,000
SGR353- Commuter Rail Engine Overhaul	2,395,000	-	-	-	-	-	-	2,395,000
SGR386- Repair Damaged LRV	1,901,000	-	-	-	-	-	-	1,901,000
SGR391- Commuter Rail Vehicle Rehab and Replacement	2,000,000	-	-	-	-	-	-	2,000,000
Safety and Security	2,823,000	21,000	-	-	-	-	-	2,802,000
FMA516- Corridor Fencing	55,000	-	-	-	-	-	-	55,000
FMA543- Police Fleet Vehicles	53,000	-	-	-	-	-	-	53,000
FMA557- Bus Safety and Security	33,000	-	-	-	-	-	-	33,000
FMA604- Safety General Projects	110,000	-	-	-	-	-	-	110,000

2024 Details

Department/ Project Code/Project Name	2024 Total Budget	2024 Grants-Awarded/Pending	2024 Grants-Unfunded	2024 Other State/Local	2024 Lease	2024 State	2024 Local Partner	2024 UTA Local
FMA645- Camera Sustainability	682,000	-	-	-	-	-	-	682,000
FMA656- Facility Security	50,000	-	-	-	-	-	-	50,000
FMA658- Bus Replacement Camera System	621,000	-	-	-	-	-	-	621,000
FMA659- Emergency Operations Training	-	-	-	-	-	-	-	-
FMA676- Security General Projects	22,000	-	-	-	-	-	-	22,000
FMA680- Suicide Prevention Research Project	30,000	21,000	-	-	-	-	-	9,000
FMA681- Arc Flash Analysis	-	-	-	-	-	-	-	-
ICI140- Next Crossing Cameras	70,000	-	-	-	-	-	-	70,000
NP079- Red/Blue/Green/Frontrunner Camera Systems	947,000	-	-	-	-	-	-	947,000
NP084- Police Managed Reserve	150,000	-	-	-	-	-	-	150,000
Unfunded- Grants	17,983,000	-	17,983,000	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	307,000	-	307,000	-	-	-	-	-
ICI213- E Voucher Phase 2	154,000	-	154,000	-	-	-	-	-
MSP202- Davis-SLC Community Connector	5,436,000	-	5,436,000	-	-	-	-	-
MSP254- TechLink Corridor	-	-	-	-	-	-	-	-
MSP260- Westside Express (5600 West)	9,086,000	-	9,086,000	-	-	-	-	-
MSP267- New Maintenance Training Facility	1,500,000	-	1,500,000	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	1,500,000	-	1,500,000	-	-	-	-	-
Unfunded- Other Sources	750,000	-	-	750,000	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	750,000	-	-	750,000	-	-	-	-
Grand Total	278,469,000	62,345,000	17,983,000	750,000	52,201,000	27,432,000	820,000	116,938,000

2025 Details

Department/ Project Code/Project Name	2025 Total Budget	2025 Grants-Awarded/Pending	2025 Grants-Unfunded	2025 Other State/Local	2025 Lease	2025 State	2025 Local Partner	2025 UTA Local
5310 Projects	-	-	-	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	-	-	-	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	-	-	-	-	-	-	-	-
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- MSP179- 20-1715 - 5310 Prgrm-OGD/LAY	-	-	-	-	-	-	-	-
MSP180- MSP180-20-1716- 5310 Prgrm-PRO/OREM	-	-	-	-	-	-	-	-
MSP181- MSP181-20-1717-5310 Prgrm-SLC/WV	-	-	-	-	-	-	-	-
MSP220- MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310)	-	-	-	-	-	-	-	-
MSP221- MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310)	-	-	-	-	-	-	-	-
MSP222- MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310)	-	-	-	-	-	-	-	-
MSP249- MSP249- FY19/20 - 5310 Funds - SL/WV	-	-	-	-	-	-	-	-
MSP250- MSP250- FY19/20 - 5310 Funds - O/L	-	-	-	-	-	-	-	-
MSP251- MSP251- FY19/20 - 5310 Funds - P/O	-	-	-	-	-	-	-	-
NP007- ARPA 5310	-	-	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP020- CRRSAA 5310	-	-	-	-	-	-	-	-
NP021-FFY 19/20 5310 Capital Funds SL/WV	-	-	-	-	-	-	-	-
NP022-FFY 19/20 5310 Capital Funds O/L	-	-	-	-	-	-	-	-
NP023-FFY 19/20 5310 Capital Funds P/O	-	-	-	-	-	-	-	-
Capital Construction	1,000,000	-	-	-	-	-	-	1,000,000
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	-	-	-	-	-	-	-	-
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	-	-	-	-	-	-	-	-
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	1,000,000	-	-	-	-	-	-	1,000,000
MSP272- Trax Operational Simulator	-	-	-	-	-	-	-	-
NP029- Frontrunner Platform Modification	-	-	-	-	-	-	-	-
Capital Development	73,199,000	34,531,000	-	-	-	15,625,000	-	23,043,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	-	-	-	-	-	-	-	-

2025 Details

Department/ Project Code/Project Name	2025 Total Budget	2025 Grants-Awarded/Pending	2025 Grants-Unfunded	2025 Other State/Local	2025 Lease	2025 State	2025 Local Partner	2025 UTA Local
MSP140- Box Elder County Corridor Preservation	1,575,000	-	-	-	-	-	-	1,575,000
MSP156- Prop 1 Passenger Imp. Davis County	-	-	-	-	-	-	-	-
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-
MSP193- Weber County Corridor Preservation	-	-	-	-	-	-	-	-
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	2,698,000	-	-	-	-	-	-	2,698,000
MSP205- TIGER Program of Projects	-	-	-	-	-	-	-	-
MSP207- 3300/3500 South MAX Exp/Optimization	-	-	-	-	-	-	-	-
MSP208- Clearfield FR Station Trail	-	-	-	-	-	-	-	-
MSP215- Sharp/Tintic	-	-	-	-	-	-	-	-
MSP216- Point of the Mountain Transit	500,000	-	-	-	-	500,000	-	-
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	-	-	-	-	-	-	-	-
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP248- Planning & Environmental Analysis	500,000	-	-	-	-	-	-	500,000
MSP252- FrontRunner Forward	500,000	-	-	-	-	500,000	-	-
MSP253- Mid-Valley Connector	43,976,000	32,431,000	-	-	-	11,545,000	-	-
MSP254- TechLink Corridor	-	-	-	-	-	-	-	-
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	2,200,000	-	-	-	-	-	-	2,200,000
MSP259- S-Line Extension	3,080,000	-	-	-	-	3,080,000	-	-
MSP260- Westside Express (5600 West)	-	-	-	-	-	-	-	-
MSP264- South Valley Transit	2,620,000	-	-	-	-	-	-	2,620,000
MSP265- Program Management Support	3,300,000	-	-	-	-	-	-	3,300,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	1,800,000	-	-	-	-	-	-	1,800,000
MSP268- Optical Detection Next Steps	-	-	-	-	-	-	-	-
MSP269- Warm Springs Sewer Line Relocation	-	-	-	-	-	-	-	-
MSP273- Public Partnership Projects	-	-	-	-	-	-	-	-
MSP274- Historic Utah Southern Rail Trail	-	-	-	-	-	-	-	-
NP066- Utah County Park & Ride Lots	2,550,000	2,100,000	-	-	-	-	-	450,000
NP067- 900 East UVX Station	-	-	-	-	-	-	-	-
NP069- Sustainability Project Pool	200,000	-	-	-	-	-	-	200,000
NP073- Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-	-
NP074- Orange Street Microtransit Vehicle Electric Chargers for micro transit	-	-	-	-	-	-	-	-
NP078- CareATC Location Build Out	-	-	-	-	-	-	-	-
NP083- Sheperd Lane Embankment	-	-	-	-	-	-	-	-
NP086- HB433 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	-	5,000,000
SGR358- Fronrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	1,100,000	-	-	-	-	-	-	1,100,000
SGR408- Route End of Line (EOL) Enhancements	500,000	-	-	-	-	-	-	500,000
SGR409- System Restrooms	1,100,000	-	-	-	-	-	-	1,100,000
Contingency	5,000,000	-	-	-	-	-	-	5,000,000
MSP999- Capital Contingency	5,000,000	-	-	-	-	-	-	5,000,000

2025 Details

Department/ Project Code/Project Name	2025 Total Budget	2025 Grants-Awarded	2025 Grants-Unfunded	2025 Other State/Local	2025 Lease	2025 State	2025 Local Partner	2025 UTA Local
Facilities- SGR	6,245,000	-	-	-	-	-	-	6,245,000
FMA559- Office Equipment Reserve	100,000	-	-	-	-	-	-	100,000
FMA652- Facilities, Equipment Managed Reserve	1,000,000	-	-	-	-	-	-	1,000,000
FMA653- Facilities Rehab and Replacement	2,000,000	-	-	-	-	-	-	2,000,000
FMA672- Park and Ride Rehab/Replacement	1,000,000	-	-	-	-	-	-	1,000,000
FMA673- Stations and Platforms Rehab/Replace	250,000	-	-	-	-	-	-	250,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	900,000	-	-	-	-	-	-	900,000
NP036- Wheel Truing Machine JRSC	-	-	-	-	-	-	-	-
NP048- Warehouse Equipment Managed Reserve	95,000	-	-	-	-	-	-	95,000
SGR390- Jordan River Bldg 2 Remodel	900,000	-	-	-	-	-	-	900,000
Information Technology	15,036,000	-	-	-	-	-	-	15,036,000
ICI001- Passenger Information Signage	-	-	-	-	-	-	-	-
ICI005- EFC – Rehab & Replacement	-	-	-	-	-	-	-	-
ICI146- FrontRunner WiFi Enhancements	50,000	-	-	-	-	-	-	50,000
ICI173- JDE System Enhancements	50,000	-	-	-	-	-	-	50,000
ICI179- Network Infrastructure Equipment & Software	313,000	-	-	-	-	-	-	313,000
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	200,000	-	-	-	-	-	-	200,000
ICI191- IT Managed Reserves	400,000	-	-	-	-	-	-	400,000
ICI197- Bus Communications On-Board Technology	100,000	-	-	-	-	-	-	100,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	260,000	-	-	-	-	-	-	260,000
ICI199- Rail Communication Onboard Tech	100,000	-	-	-	-	-	-	100,000
ICI201- Server, Storage Infrastructure Equipment & Software	286,000	-	-	-	-	-	-	286,000
ICI202- Radio Comm Infrastructure	100,000	-	-	-	-	-	-	100,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	243,000	-	-	-	-	-	-	243,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	-	-	-	-	-	-	-	-
ICI217- Transit Management System	-	-	-	-	-	-	-	-
ICI222- Fares Systems Replacement Program	11,434,000	-	-	-	-	-	-	11,434,000
ICI223- ERP Analysis	-	-	-	-	-	-	-	-
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	-	-	-	-	-	-	-	-
ICI226- New Radio Communication System	500,000	-	-	-	-	-	-	500,000
NP077- CPO New HRIS system application upgrade	1,000,000	-	-	-	-	-	-	1,000,000
Infrastructure SGR Projects	35,095,000	18,003,000	-	-	-	-	-	17,092,000
MSP189- Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-	-
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	603,000	-	-	-	-	-	-	603,000
SGR359- Bridge Rehabilitation & Maintenance	400,000	-	-	-	-	-	-	400,000
SGR370- Light Rail Red Signal Enforcement	3,000,000	-	-	-	-	-	-	3,000,000
SGR385- Rail Rehab and Replacement	4,000,000	-	-	-	-	-	-	4,000,000
SGR393- Grade Crossing Rehab/Replacement	3,000,000	-	-	-	-	-	-	3,000,000
SGR397- Traction Power Rehab/Replacement	6,152,000	4,921,000	-	-	-	-	-	1,231,000

2025 Details

Department/ Project Code/Project Name	2025 Total Budget	2025 Grants-Awarded	2025 Grants-Unfunded	2025 Other State/Local	2025 Lease	2025 State	2025 Local Partner	2025 UTA Local
SGR398- OCS Rehab/Replace	8,000,000	6,400,000	-	-	-	-	-	1,600,000
SGR401- Ballast and Tie Rehab/Replacement	400,000	-	-	-	-	-	-	400,000
SGR403- Train Control Rehab/Replacement	6,000,000	4,800,000	-	-	-	-	-	1,200,000
SGR404- Rail Switches/Trackwork Controls	2,000,000	1,000,000	-	-	-	-	-	1,000,000
SGR410- Fiber Rehab/Replacement	1,540,000	882,000	-	-	-	-	-	658,000
Planning	1,800,000	-	-	-	-	-	-	1,800,000
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	-	-	-	-	-	-	-	-
ICI221- Customer Relations Software Replacement	-	-	-	-	-	-	-	-
MSP198- Wayfinding Plan	1,500,000	-	-	-	-	-	-	1,500,000
NP061- Route Planning Restoration using Equity Index	-	-	-	-	-	-	-	-
NP062- Bus Network Optimization Program (BNOP)	-	-	-	-	-	-	-	-
NP080- AOPPP: Paratransit Forward Study	-	-	-	-	-	-	-	-
NP085- Planning Studies Managed Reserve	300,000	-	-	-	-	-	-	300,000
REV234- Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-	-
Property/TOC	1,184,000	-	-	-	-	-	330,000	854,000
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	40,000	-	-	-	-	-	-	40,000
MSP262- SLCentral HQ Office	-	-	-	-	-	-	-	-
MSP263- TOD Working Capital	688,000	-	-	-	-	-	-	688,000
MSP275- Station Area Planning	456,000	-	-	-	-	-	330,000	126,000
NP055- ROW & Facility Property Opportunity Buy	-	-	-	-	-	-	-	-
Revenue/Service Vehicles	70,685,000	200,000	-	-	47,826,000	-	100,000	22,559,000
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	1,269,000	200,000	-	-	-	-	100,000	969,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	3,750,000	-	-	-	-	-	-	3,750,000
REV205- Replacement Non-Revenue Support Vehicles	500,000	-	-	-	500,000	-	-	-
REV209- Paratransit Replacements	2,883,000	-	-	-	2,883,000	-	-	-
REV211- Replacement Buses	42,816,000	-	-	-	42,726,000	-	-	90,000
REV212- Park City Lo/No Grant	-	-	-	-	-	-	-	-
REV224- Bus Engine/Trans/Comp Rehab/Replace	3,000,000	-	-	-	-	-	-	3,000,000
REV232- Van Pool Van Replacements	1,717,000	-	-	-	1,717,000	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	-	-	-	-	-	-	-	-
REV236- VW Battery Buses	-	-	-	-	-	-	-	-
REV237- GPS Telematics System	-	-	-	-	-	-	-	-
SGR040- Light Rail Vehicle Rehab	10,000,000	-	-	-	-	-	-	10,000,000
SGR353- Commuter Rail Engine Overhaul	1,000,000	-	-	-	-	-	-	1,000,000
SGR386- Repair Damaged LRV	-	-	-	-	-	-	-	-
SGR391- Commuter Rail Vehicle Rehab and Replacement	3,750,000	-	-	-	-	-	-	3,750,000
Safety and Security	2,817,000	-	-	-	-	-	-	2,817,000
FMA516- Corridor Fencing	61,000	-	-	-	-	-	-	61,000
FMA543- Police Fleet Vehicles	55,000	-	-	-	-	-	-	55,000
FMA557- Bus Safety and Security	37,000	-	-	-	-	-	-	37,000
FMA604- Safety General Projects	121,000	-	-	-	-	-	-	121,000

2025 Details

Department/ Project Code/Project Name	2025 Total Budget	2025 Grants-Awarded	2025 Grants-Unfunded	2025 Other State/Local	2025 Lease	2025 State	2025 Local Partner	2025 UTA Local
FMA645- Camera Sustainability	696,000	-	-	-	-	-	-	696,000
FMA656- Facility Security	50,000	-	-	-	-	-	-	50,000
FMA658- Bus Replacement Camera System	621,000	-	-	-	-	-	-	621,000
FMA659- Emergency Operations Training	15,000	-	-	-	-	-	-	15,000
FMA676- Security General Projects	24,000	-	-	-	-	-	-	24,000
FMA680- Suicide Prevention Research Project	-	-	-	-	-	-	-	-
FMA681- Arc Flash Analysis	-	-	-	-	-	-	-	-
ICI140- Next Crossing Cameras	40,000	-	-	-	-	-	-	40,000
NP079- Red/Blue/Green/Frontrunner Camera Systems	947,000	-	-	-	-	-	-	947,000
NP084- Police Managed Reserve	150,000	-	-	-	-	-	-	150,000
Unfunded- Grants	54,497,000	-	54,497,000	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	307,000	-	307,000	-	-	-	-	-
ICI213- E Voucher Phase 2	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	32,868,000	-	32,868,000	-	-	-	-	-
MSP254- TechLink Corridor	5,000,000	-	5,000,000	-	-	-	-	-
MSP260- Westside Express (5600 West)	7,322,000	-	7,322,000	-	-	-	-	-
MSP267- New Maintenance Training Facility	1,500,000	-	1,500,000	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	7,500,000	-	7,500,000	-	-	-	-	-
Unfunded- Other Sources	3,750,000	-	-	3,750,000	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	3,750,000	-	-	3,750,000	-	-	-	-
Grand Total	270,308,000	52,734,000	54,497,000	3,750,000	47,826,000	15,625,000	430,000	95,446,000

2026 Details

Department/ Project Code/Project Name	2026 Total Budget	2026 Grants-Awarded	2026 Grants-Unfunded	2026 Other State/Local	2026 Lease	2026 State	2026 Local Partner	2026 UTA Local
5310 Projects	-	-	-	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	-	-	-	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	-	-	-	-	-	-	-	-
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- MSP179- 20-1715 - 5310 Prgrm-OGD/LAY	-	-	-	-	-	-	-	-
MSP180- MSP180-20-1716- 5310 Prgrm-PRO/OREM	-	-	-	-	-	-	-	-
MSP181- MSP181-20-1717-5310 Prgrm-SLC/WV	-	-	-	-	-	-	-	-
MSP220- MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310)	-	-	-	-	-	-	-	-
MSP221- MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310)	-	-	-	-	-	-	-	-
MSP222- MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310)	-	-	-	-	-	-	-	-
MSP249- MSP249- FY19/20 - 5310 Funds - SL/WV	-	-	-	-	-	-	-	-
MSP250- MSP250- FY19/20 - 5310 Funds - O/L	-	-	-	-	-	-	-	-
MSP251- MSP251- FY19/20 - 5310 Funds - P/O	-	-	-	-	-	-	-	-
NP007- ARPA 5310	-	-	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP020- CRRSAA 5310	-	-	-	-	-	-	-	-
NP021-FFY 19/20 5310 Capital Funds SL/WV	-	-	-	-	-	-	-	-
NP022-FFY 19/20 5310 Capital Funds O/L	-	-	-	-	-	-	-	-
NP023-FFY 19/20 5310 Capital Funds P/O	-	-	-	-	-	-	-	-
Capital Construction	500,000	-	-	-	-	-	-	500,000
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	-	-	-	-	-	-	-	-
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	-	-	-	-	-	-	-	-
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	500,000	-	-	-	-	-	-	500,000
MSP272- Trax Operational Simulator	-	-	-	-	-	-	-	-
NP029- Frontrunner Platform Modification	-	-	-	-	-	-	-	-
Capital Development	15,706,000	-	-	-	-	1,300,000	-	14,406,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	-	-	-	-	-	-	-	-

2026 Details

Department/ Project Code/Project Name	2026 Total Budget	2026 Grants-Awarded	2026 Grants-Unfunded	2026 Other State/Local	2026 Lease	2026 State	2026 Local Partner	2026 UTA Local
MSP140- Box Elder County Corridor Preservation	1,575,000	-	-	-	-	-	-	1,575,000
MSP156- Prop 1 Passenger Imp. Davis County	-	-	-	-	-	-	-	-
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-
MSP193- Weber County Corridor Preservation	-	-	-	-	-	-	-	-
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	1,131,000	-	-	-	-	-	-	1,131,000
MSP205- TIGER Program of Projects	-	-	-	-	-	-	-	-
MSP207- 3300/3500 South MAX Exp/Optimization	-	-	-	-	-	-	-	-
MSP208- Clearfield FR Station Trail	-	-	-	-	-	-	-	-
MSP215- Sharp/Tintic	-	-	-	-	-	-	-	-
MSP216- Point of the Mountain Transit	500,000	-	-	-	-	500,000	-	-
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	-	-	-	-	-	-	-	-
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP248- Planning & Environmental Analysis	500,000	-	-	-	-	-	-	500,000
MSP252- FrontRunner Forward	800,000	-	-	-	-	800,000	-	-
MSP253- Mid-Valley Connector	-	-	-	-	-	-	-	-
MSP254- TechLink Corridor	-	-	-	-	-	-	-	-
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	-	-	-	-	-	-	-	-
MSP259- S-Line Extension	-	-	-	-	-	-	-	-
MSP260- Westside Express (5600 West)	-	-	-	-	-	-	-	-
MSP264- South Valley Transit	-	-	-	-	-	-	-	-
MSP265- Program Management Support	3,300,000	-	-	-	-	-	-	3,300,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	-	-	-	-	-	-	-	-
MSP268- Optical Detection Next Steps	-	-	-	-	-	-	-	-
MSP269- Warm Springs Sewer Line Relocation	-	-	-	-	-	-	-	-
MSP273- Public Partnership Projects	-	-	-	-	-	-	-	-
MSP274- Historic Utah Southern Rail Trail	-	-	-	-	-	-	-	-
NP066- Utah County Park & Ride Lots	-	-	-	-	-	-	-	-
NP067- 900 East UVX Station	-	-	-	-	-	-	-	-
NP069- Sustainability Project Pool	200,000	-	-	-	-	-	-	200,000
NP073- Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-	-
NP074- Orange Street Microtransit Vehicle Electric Chargers for micro transit	-	-	-	-	-	-	-	-
NP078- CareATC Location Build Out	-	-	-	-	-	-	-	-
NP083- Sheperd Lane Embankment	-	-	-	-	-	-	-	-
NP086- HB433 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	-	5,000,000
SGR358- Fronrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	1,100,000	-	-	-	-	-	-	1,100,000
SGR408- Route End of Line (EOL) Enhancements	500,000	-	-	-	-	-	-	500,000
SGR409- System Restrooms	1,100,000	-	-	-	-	-	-	1,100,000
Contingency	5,000,000	-	-	-	-	-	-	5,000,000
MSP999- Capital Contingency	5,000,000	-	-	-	-	-	-	5,000,000

2026 Details

Department/ Project Code/Project Name	2026 Total Budget	2026 Grants-Awarded	2026 Grants-Unfunded	2026 Other State/Local	2026 Lease	2026 State	2026 Local Partner	2026 UTA Local
Facilities- SGR	3,527,000	-	-	-	-	-	-	3,527,000
FMA559- Office Equipment Reserve	100,000	-	-	-	-	-	-	100,000
FMA652- Facilities, Equipment Managed Reserve	500,000	-	-	-	-	-	-	500,000
FMA653- Facilities Rehab and Replacement	1,000,000	-	-	-	-	-	-	1,000,000
FMA672- Park and Ride Rehab/Replacement	500,000	-	-	-	-	-	-	500,000
FMA673- Stations and Platforms Rehab/Replace	500,000	-	-	-	-	-	-	500,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	900,000	-	-	-	-	-	-	900,000
NP036- Wheel Truing Machine JRSC	-	-	-	-	-	-	-	-
NP048- Warehouse Equipment Managed Reserve	27,000	-	-	-	-	-	-	27,000
SGR390- Jordan River Bldg 2 Remodel	-	-	-	-	-	-	-	-
Information Technology	8,764,000	-	-	-	-	-	-	8,764,000
ICI001- Passenger Information Signage	-	-	-	-	-	-	-	-
ICI005- EFC – Rehab & Replacement	-	-	-	-	-	-	-	-
ICI146- FrontRunner WiFi Enhancements	50,000	-	-	-	-	-	-	50,000
ICI173- JDE System Enhancements	50,000	-	-	-	-	-	-	50,000
ICI179- Network Infrastructure Equipment & Software	279,000	-	-	-	-	-	-	279,000
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	200,000	-	-	-	-	-	-	200,000
ICI191- IT Managed Reserves	400,000	-	-	-	-	-	-	400,000
ICI197- Bus Communications On-Board Technology	200,000	-	-	-	-	-	-	200,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	475,000	-	-	-	-	-	-	475,000
ICI199- Rail Communication Onboard Tech	100,000	-	-	-	-	-	-	100,000
ICI201- Server, Storage Infrastructure Equipment & Software	173,000	-	-	-	-	-	-	173,000
ICI202- Radio Comm Infrastructure	100,000	-	-	-	-	-	-	100,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	-	-	-	-	-	-	-	-
ICI216- SSBU Mobility Eligibility Center Trapeze Software	-	-	-	-	-	-	-	-
ICI217- Transit Management System	-	-	-	-	-	-	-	-
ICI222- Fares Systems Replacement Program	6,587,000	-	-	-	-	-	-	6,587,000
ICI223- ERP Analysis	-	-	-	-	-	-	-	-
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	-	-	-	-	-	-	-	-
ICI226- New Radio Communication System	150,000	-	-	-	-	-	-	150,000
NP077- CPO New HRIS system application upgrade	-	-	-	-	-	-	-	-
Infrastructure SGR Projects	28,063,000	15,623,000	-	-	-	-	-	12,440,000
MSP189- Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-	-
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	610,000	-	-	-	-	-	-	610,000
SGR359- Bridge Rehabilitation & Maintenance	320,000	-	-	-	-	-	-	320,000
SGR370- Light Rail Red Signal Enforcement	2,500,000	-	-	-	-	-	-	2,500,000
SGR385- Rail Rehab and Replacement	4,000,000	3,200,000	-	-	-	-	-	800,000
SGR393- Grade Crossing Rehab/Replacement	3,000,000	2,400,000	-	-	-	-	-	600,000
SGR397- Traction Power Rehab/Replacement	800,000	-	-	-	-	-	-	800,000

2026 Details

Department/ Project Code/Project Name	2026 Total Budget	2026 Grants-Awarded	2026 Grants-Unfunded	2026 Other State/Local	2026 Lease	2026 State	2026 Local Partner	2026 UTA Local
SGR398- OCS Rehab/Replace	6,000,000	4,800,000	-	-	-	-	-	1,200,000
SGR401- Ballast and Tie Rehab/Replacement	400,000	-	-	-	-	-	-	400,000
SGR403- Train Control Rehab/Replacement	7,543,000	3,423,000	-	-	-	-	-	4,120,000
SGR404- Rail Switches/Trackwork Controls	2,250,000	1,800,000	-	-	-	-	-	450,000
SGR410- Fiber Rehab/Replacement	640,000	-	-	-	-	-	-	640,000
Planning	1,800,000	-	-	-	-	-	-	1,800,000
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	-	-	-	-	-	-	-	-
ICI221- Customer Relations Software Replacement	-	-	-	-	-	-	-	-
MSP198- Wayfinding Plan	1,500,000	-	-	-	-	-	-	1,500,000
NP061- Route Planning Restoration using Equity Index	-	-	-	-	-	-	-	-
NP062- Bus Network Optimization Program (BNOP)	-	-	-	-	-	-	-	-
NP080- AOPPP: Paratransit Forward Study	-	-	-	-	-	-	-	-
NP085- Planning Studies Managed Reserve	300,000	-	-	-	-	-	-	300,000
REV234- Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-	-
Property/TOC	791,000	-	-	-	-	-	-	791,000
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	40,000	-	-	-	-	-	-	40,000
MSP262- SLCentral HQ Office	-	-	-	-	-	-	-	-
MSP263- TOD Working Capital	688,000	-	-	-	-	-	-	688,000
MSP275- Station Area Planning	63,000	-	-	-	-	-	-	63,000
NP055- ROW & Facility Property Opportunity Buy	-	-	-	-	-	-	-	-
Revenue/Service Vehicles	89,414,000	2,407,000	-	-	56,744,000	-	100,000	30,163,000
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	580,000	30,000	-	-	-	-	100,000	450,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	16,250,000	-	-	-	-	-	-	16,250,000
REV205- Replacement Non-Revenue Support Vehicles	750,000	-	-	-	750,000	-	-	-
REV209- Paratransit Replacements	3,435,000	-	-	-	3,435,000	-	-	-
REV211- Replacement Buses	50,891,000	-	-	-	50,801,000	-	-	90,000
REV212- Park City Lo/No Grant	-	-	-	-	-	-	-	-
REV224- Bus Engine/Trans/Comp Rehab/Replace	3,000,000	-	-	-	-	-	-	3,000,000
REV232- Van Pool Van Replacements	1,758,000	-	-	-	1,758,000	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	-	-	-	-	-	-	-	-
REV236- VW Battery Buses	-	-	-	-	-	-	-	-
REV237- GPS Telemetrics System	-	-	-	-	-	-	-	-
SGR040- Light Rail Vehicle Rehab	9,000,000	2,377,000	-	-	-	-	-	6,623,000
SGR353- Commuter Rail Engine Overhaul	-	-	-	-	-	-	-	-
SGR386- Repair Damaged LRV	-	-	-	-	-	-	-	-
SGR391- Commuter Rail Vehicle Rehab and Replacement	3,750,000	-	-	-	-	-	-	3,750,000
Safety and Security	2,793,000	-	-	-	-	-	-	2,793,000
FMA516- Corridor Fencing	67,000	-	-	-	-	-	-	67,000
FMA543- Police Fleet Vehicles	57,000	-	-	-	-	-	-	57,000
FMA557- Bus Safety and Security	41,000	-	-	-	-	-	-	41,000
FMA604- Safety General Projects	133,000	-	-	-	-	-	-	133,000

2026 Details

Department/ Project Code/Project Name	2026 Total Budget	2026 Grants-Awarded	2026 Grants-Unfunded	2026 Other State/Local	2026 Lease	2026 State	2026 Local Partner	2026 UTA Local
FMA645- Camera Sustainability	710,000	-	-	-	-	-	-	710,000
FMA656- Facility Security	-	-	-	-	-	-	-	-
FMA658- Bus Replacement Camera System	621,000	-	-	-	-	-	-	621,000
FMA659- Emergency Operations Training	-	-	-	-	-	-	-	-
FMA676- Security General Projects	27,000	-	-	-	-	-	-	27,000
FMA680- Suicide Prevention Research Project	-	-	-	-	-	-	-	-
FMA681- Arc Flash Analysis	-	-	-	-	-	-	-	-
ICI140- Next Crossing Cameras	40,000	-	-	-	-	-	-	40,000
NP079- Red/Blue/Green/Frontrunner Camera Systems	947,000	-	-	-	-	-	-	947,000
NP084- Police Managed Reserve	150,000	-	-	-	-	-	-	150,000
Unfunded- Grants	44,195,000	-	44,195,000	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	307,000	-	307,000	-	-	-	-	-
ICI213- E Voucher Phase 2	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	11,388,000	-	11,388,000	-	-	-	-	-
MSP254- TechLink Corridor	-	-	-	-	-	-	-	-
MSP260- Westside Express (5600 West)	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	-	-	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	32,500,000	-	32,500,000	-	-	-	-	-
Unfunded- Other Sources	16,250,000	-	-	16,250,000	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	16,250,000	-	-	16,250,000	-	-	-	-
Grand Total	216,803,000	18,030,000	44,195,000	16,250,000	56,744,000	1,300,000	100,000	80,184,000

2027 Details

Department/ Project Code/Project Name	2027 Total Budget	2027 Grants-Awarded	2027 Grants-Unfunded	2027 Other State/Local	2027 Lease	2027 State	2027 Local Partner	2027 UTA Local
5310 Projects	-	-	-	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	-	-	-	-	-	-	-	-
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	-	-	-	-	-	-	-	-
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- MSP179- 20-1715 - 5310 Prgrm-OGD/LAY	-	-	-	-	-	-	-	-
MSP180- MSP180-20-1716- 5310 Prgrm-PRO/OREM	-	-	-	-	-	-	-	-
MSP181- MSP181-20-1717-5310 Prgrm-SLC/WV	-	-	-	-	-	-	-	-
MSP220- MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310)	-	-	-	-	-	-	-	-
MSP221- MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310)	-	-	-	-	-	-	-	-
MSP222- MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310)	-	-	-	-	-	-	-	-
MSP249- MSP249- FY19/20 - 5310 Funds - SL/WV	-	-	-	-	-	-	-	-
MSP250- MSP250- FY19/20 - 5310 Funds - O/L	-	-	-	-	-	-	-	-
MSP251- MSP251- FY19/20 - 5310 Funds - P/O	-	-	-	-	-	-	-	-
NP007- ARPA 5310	-	-	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP020- CRRSAA 5310	-	-	-	-	-	-	-	-
NP021-FFY 19/20 5310 Capital Funds SL/WV	-	-	-	-	-	-	-	-
NP022-FFY 19/20 5310 Capital Funds O/L	-	-	-	-	-	-	-	-
NP023-FFY 19/20 5310 Capital Funds P/O	-	-	-	-	-	-	-	-
Capital Construction	-	-	-	-	-	-	-	-
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	-	-	-	-	-	-	-	-
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	-	-	-	-	-	-	-	-
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	-	-	-	-	-	-	-	-
MSP272- Trax Operational Simulator	-	-	-	-	-	-	-	-
NP029- Frontrunner Platform Modification	-	-	-	-	-	-	-	-
Capital Development	14,375,000	-	-	-	-	1,100,000	-	13,275,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
m	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-

2027 Details

Department/ Project Code/Project Name	2027 Total Budget	2027 Grants-Awarded	2027 Grants-Unfunded	2027 Other State/Local	2027 Lease	2027 State	2027 Local Partner	2027 UTA Local
MSP132- Technical Support for ICPS Maintenance and Enhancements	-	-	-	-	-	-	-	-
MSP140- Box Elder County Corridor Preservation	1,575,000	-	-	-	-	-	-	1,575,000
MSP156- Prop 1 Passenger Imp. Davis County	-	-	-	-	-	-	-	-
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-
MSP193- Weber County Corridor Preservation	-	-	-	-	-	-	-	-
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	-	-	-	-	-	-	-	-
MSP205- TIGER Program of Projects	-	-	-	-	-	-	-	-
MSP207- 3300/3500 South MAX Exp/Optimization	-	-	-	-	-	-	-	-
MSP208- Clearfield FR Station Trail	-	-	-	-	-	-	-	-
MSP215- Sharp/Tintic	-	-	-	-	-	-	-	-
MSP216- Point of the Mountain Transit	500,000	-	-	-	-	500,000	-	-
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	-	-	-	-	-	-	-	-
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP248- Planning & Environmental Analysis	500,000	-	-	-	-	-	-	500,000
MSP252- FrontRunner Forward	600,000	-	-	-	-	600,000	-	-
MSP253- Mid-Valley Connector	-	-	-	-	-	-	-	-
MSP254- TechLink Corridor	-	-	-	-	-	-	-	-
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	-	-	-	-	-	-	-	-
MSP259- S-Line Extension	-	-	-	-	-	-	-	-
MSP260- Westside Express (5600 West)	-	-	-	-	-	-	-	-
MSP265- Program Management Support	3,300,000	-	-	-	-	-	-	3,300,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	-	-	-	-	-	-	-	-
MSP268- Optical Detection Next Steps	-	-	-	-	-	-	-	-
MSP269- Warm Springs Sewer Line Relocation	-	-	-	-	-	-	-	-
MSP273- Public Partnership Projects	-	-	-	-	-	-	-	-
MSP274- Historic Utah Southern Rail Trail	-	-	-	-	-	-	-	-
NP066- Utah County Park & Ride Lots	-	-	-	-	-	-	-	-
NP067- 900 East UVX Station	-	-	-	-	-	-	-	-
NP069- Sustainability Project Pool	200,000	-	-	-	-	-	-	200,000
NP073- Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-	-
NP074- Orange Street Microtransit Vehicle Electric Chargers for micro transit	-	-	-	-	-	-	-	-
NP078- CareATC Location Build Out	-	-	-	-	-	-	-	-
NP083- Sheperd Lane Embankment	-	-	-	-	-	-	-	-
NP086- HB433 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	-	5,000,000
SGR358- Fronrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	1,100,000	-	-	-	-	-	-	1,100,000
SGR408- Route End of Line (EOL) Enhancements	500,000	-	-	-	-	-	-	500,000
SGR409- System Restrooms	1,100,000	-	-	-	-	-	-	1,100,000
Contingency	5,000,000	-	-	-	-	-	-	5,000,000
MSP999- Capital Contingency	5,000,000	-	-	-	-	-	-	5,000,000

2027 Details

Department/ Project Code/Project Name	2027 Total Budget	2027 Grants-Awarded	2027 Grants-Unfunded	2027 Other State/Local	2027 Lease	2027 State	2027 Local Partner	2027 UTA Local
Facilities- SGR	3,823,000	-	-	-	-	-	-	3,823,000
FMA559- Office Equipment Reserve	-	-	-	-	-	-	-	-
FMA652- Facilities, Equipment Managed Reserve	750,000	-	-	-	-	-	-	750,000
FMA653- Facilities Rehab and Replacement	1,000,000	-	-	-	-	-	-	1,000,000
FMA672- Park and Ride Rehab/Replacement	500,000	-	-	-	-	-	-	500,000
FMA673- Stations and Platforms Rehab/Replace	250,000	-	-	-	-	-	-	250,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	1,200,000	-	-	-	-	-	-	1,200,000
NP036- Wheel Truing Machine JRSC	-	-	-	-	-	-	-	-
NP048- Warehouse Equipment Managed Reserve	123,000	-	-	-	-	-	-	123,000
SGR390- Jordan River Bldg 2 Remodel	-	-	-	-	-	-	-	-
Information Technology	2,023,000	-	-	-	-	-	-	2,023,000
ICI001- Passenger Information Signage	-	-	-	-	-	-	-	-
ICI005- EFC – Rehab & Replacement	-	-	-	-	-	-	-	-
ICI146- FrontRunner WiFi Enhancements	50,000	-	-	-	-	-	-	50,000
ICI173- JDE System Enhancements	50,000	-	-	-	-	-	-	50,000
ICI179- Network Infrastructure Equipment & Software	150,000	-	-	-	-	-	-	150,000
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	200,000	-	-	-	-	-	-	200,000
ICI191- IT Managed Reserves	400,000	-	-	-	-	-	-	400,000
ICI197- Bus Communications On-Board Technology	200,000	-	-	-	-	-	-	200,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	250,000	-	-	-	-	-	-	250,000
ICI199- Rail Communication Onboard Tech	100,000	-	-	-	-	-	-	100,000
ICI201- Server, Storage Infrastructure Equipment & Software	173,000	-	-	-	-	-	-	173,000
ICI202- Radio Comm Infrastructure	100,000	-	-	-	-	-	-	100,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	-	-	-	-	-	-	-	-
ICI216- SSBU Mobility Eligibility Center Trapeze Software	-	-	-	-	-	-	-	-
ICI217- Transit Management System	-	-	-	-	-	-	-	-
ICI222- Fares Systems Replacement Program	200,000	-	-	-	-	-	-	200,000
ICI223- ERP Analysis	-	-	-	-	-	-	-	-
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	-	-	-	-	-	-	-	-
ICI226- New Radio Communication System	150,000	-	-	-	-	-	-	150,000
NP077- CPO New HRIS system application upgrade	-	-	-	-	-	-	-	-
Infrastructure SGR Projects	25,672,000	18,000,000	-	-	-	-	-	7,672,000
MSP189- Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-	-
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	630,000	-	-	-	-	-	-	630,000
SGR359- Bridge Rehabilitation & Maintenance	400,000	-	-	-	-	-	-	400,000
SGR370- Light Rail Red Signal Enforcement	-	-	-	-	-	-	-	-
SGR385- Rail Rehab and Replacement	4,000,000	3,200,000	-	-	-	-	-	800,000
SGR393- Grade Crossing Rehab/Replacement	3,000,000	1,607,000	-	-	-	-	-	1,393,000
SGR397- Traction Power Rehab/Replacement	-	-	-	-	-	-	-	-

2027 Details

Department/ Project Code/Project Name	2027 Total Budget	2027 Grants-Awarded	2027 Grants-Unfunded	2027 Other State/Local	2027 Lease	2027 State	2027 Local Partner	2027 UTA Local
SGR398- OCS Rehab/Replace	6,000,000	4,800,000	-	-	-	-	-	1,200,000
SGR401- Ballast and Tie Rehab/Replacement	400,000	-	-	-	-	-	-	400,000
SGR403- Train Control Rehab/Replacement	7,492,000	5,993,000	-	-	-	-	-	1,499,000
SGR404- Rail Switches/Trackwork Controls	3,000,000	2,400,000	-	-	-	-	-	600,000
SGR410- Fiber Rehab/Replacement	750,000	-	-	-	-	-	-	750,000
Planning	1,800,000	-	-	-	-	-	-	1,800,000
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Signage)	-	-	-	-	-	-	-	-
ICI221- Customer Relations Software Replacement	-	-	-	-	-	-	-	-
MSP198- Wayfinding Plan	1,500,000	-	-	-	-	-	-	1,500,000
NP061- Route Planning Restoration using Equity Index	-	-	-	-	-	-	-	-
NP062- Bus Network Optimization Program (BNOP)	-	-	-	-	-	-	-	-
NP080- AOPPP: Paratransit Forward Study	-	-	-	-	-	-	-	-
NP085- Planning Studies Managed Reserve	300,000	-	-	-	-	-	-	300,000
REV234- Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-	-
Property/TOC	63,000	-	-	-	-	-	-	63,000
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	-	-	-	-	-	-	-	-
MSP262- SLCentral HQ Office	-	-	-	-	-	-	-	-
MSP263- TOD Working Capital	-	-	-	-	-	-	-	-
MSP275- Station Area Planning	63,000	-	-	-	-	-	-	63,000
NP055- ROW & Facility Property Opportunity Buy	-	-	-	-	-	-	-	-
Revenue/Service Vehicles	82,528,000	2,000	-	-	32,916,000	-	12,000	49,598,000
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	22,000	2,000	-	-	-	-	12,000	8,000
NP032- SD100/SD160 Light Rail Vehicle Replacement	33,750,000	-	-	-	-	-	-	33,750,000
REV205- Replacement Non-Revenue Support Vehicles	750,000	-	-	-	750,000	-	-	-
REV209- Paratransit Replacements	3,546,000	-	-	-	3,546,000	-	-	-
REV211- Replacement Buses	26,910,000	-	-	-	26,820,000	-	-	90,000
REV212- Park City Lo/No Grant	-	-	-	-	-	-	-	-
REV224- Bus Engine/Trans/Comp Rehab/Replace	3,000,000	-	-	-	-	-	-	3,000,000
REV232- Van Pool Van Replacements	1,800,000	-	-	-	1,800,000	-	-	-
REV233- Commuter Rail Vehicle Procurement - Used	-	-	-	-	-	-	-	-
REV236- VW Battery Buses	-	-	-	-	-	-	-	-
REV237- GPS Telemetrics System	-	-	-	-	-	-	-	-
SGR040- Light Rail Vehicle Rehab	9,000,000	-	-	-	-	-	-	9,000,000
SGR353- Commuter Rail Engine Overhaul	-	-	-	-	-	-	-	-
SGR386- Repair Damaged LRV	-	-	-	-	-	-	-	-
SGR391- Commuter Rail Vehicle Rehab and Replacement	3,750,000	-	-	-	-	-	-	3,750,000
Safety and Security	2,912,000	-	-	-	-	-	-	2,912,000
FMA516- Corridor Fencing	74,000	-	-	-	-	-	-	74,000
FMA543- Police Fleet Vehicles	59,000	-	-	-	-	-	-	59,000
FMA557- Bus Safety and Security	45,000	-	-	-	-	-	-	45,000
FMA604- Safety General Projects	146,000	-	-	-	-	-	-	146,000

2027 Details

Department/ Project Code/Project Name	2027 Total Budget	2027 Grants-Awarded	2027 Grants-Unfunded	2027 Other State/Local	2027 Lease	2027 State	2027 Local Partner	2027 UTA Local
FMA645- Camera Sustainability	726,000	-	-	-	-	-	-	726,000
FMA656- Facility Security	74,000	-	-	-	-	-	-	74,000
FMA658- Bus Replacement Camera System	621,000	-	-	-	-	-	-	621,000
FMA659- Emergency Operations Training	-	-	-	-	-	-	-	-
FMA676- Security General Projects	30,000	-	-	-	-	-	-	30,000
FMA680- Suicide Prevention Research Project	-	-	-	-	-	-	-	-
FMA681- Arc Flash Analysis	-	-	-	-	-	-	-	-
ICI140- Next Crossing Cameras	40,000	-	-	-	-	-	-	40,000
NP079- Red/Blue/Green/Frontrunner Camera Systems	947,000	-	-	-	-	-	-	947,000
NP084- Police Managed Reserve	150,000	-	-	-	-	-	-	150,000
Unfunded- Grants	67,807,000	-	67,807,000	-	-	-	-	-
CDA006- CDA006- 5310 Admin Funds	307,000	-	307,000	-	-	-	-	-
ICI213- E Voucher Phase 2	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	-	-	-	-	-	-	-	-
MSP254- TechLink Corridor	-	-	-	-	-	-	-	-
MSP260- Westside Express (5600 West)	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	-	-	-	-	-	-	-	-
NP008- FFY 2022 5310 SL/WV	-	-	-	-	-	-	-	-
NP009- FFY 2022 5310 O/L	-	-	-	-	-	-	-	-
NP010- FFY 2022 5310 P/O	-	-	-	-	-	-	-	-
NP011- Voucher Project	-	-	-	-	-	-	-	-
NP012- FFY 2021 5310 O/L	-	-	-	-	-	-	-	-
NP013- FFY 2021 5310 SL/WV	-	-	-	-	-	-	-	-
NP014- FFY 2021 5310 P/O	-	-	-	-	-	-	-	-
NP015- Promotion of United Way 211	-	-	-	-	-	-	-	-
NP017- Rail Safety Campaign	-	-	-	-	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	67,500,000	-	67,500,000	-	-	-	-	-
Unfunded- Other Sources	33,750,000	-	-	33,750,000	-	-	-	-
NP032- SD100/SD160 Light Rail Vehicle Replacement	33,750,000	-	-	33,750,000	-	-	-	-
Grand Total	239,753,000	18,002,000	67,807,000	33,750,000	32,916,000	1,100,000	12,000	86,166,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): William Greene, Chief Financial Officer

TITLE:

R2022-10-02 - Resolution Adopting the Authority's Tentative 2023 Budget

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-10-02 adopting the Agency's Tentative 2023 Budget as presented.

BACKGROUND:

Each year, and in compliance with state statute, the Board establishes a tentative budget for the next year and sets a public hearing at which interested parties may comment upon the tentative budget.

DISCUSSION:

On October 12, 2022, the Board of Trustees heard a presentation on the 2023 Tentative Budget. The focus of the requested action is the resolution that provides for the adoption of the 2023 Tentative Budget and sets a public hearing for November 10, 2022 at 5:30 p.m. at the Golden Spike Rooms of the Frontline Headquarters Building at 669 West 200 South in Salt Lake City.

Upon approval, the 2023 Tentative Budget will be mailed to the Governor's office, Legislature, mayors, commissioners, metropolitan planning organizations, and others. It will also be made available to the public on UTA's website and will be open for comment throughout the public comment period. The 30-day public comment period will conclude on December 10, 2022 with all comments provide to the Trustees.

On November 2, 2022, the Local Advisory Council will be given the opportunity to review the 2023 Tentative Budget and provide their advice to the Board of Trustees.

The 2023 Final Budget will be reviewed at the December 7, 2022 Board of Trustees meeting with adoption

scheduled for the December 21, 2022 Board of Trustees meeting.

The detail of the 2023 Tentative Budget is provided in Exhibit A of the resolution.

ALTERNATIVES:

The Board could choose to revise the proposed 2023 Tentative Budget. This would lengthen the approval process and potentially push approval into 2023.

The Board could choose not to adopt the Tentative Budget.

FISCAL IMPACT:

Should there be a delay in adopting the 2023 Final Budget, the 2023 Tentative Budget would serve as the adopted budget until the 2023 Final Budget is approved.

ATTACHMENTS:

1. Resolution R2022-10-02
2. 2023 Tentative Budget Document
3. 2023 Budget Public Hearing Notice

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING THE AUTHORITY'S TENTATIVE 2023 BUDGET**

R2022-10-02

October 26, 2022

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

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

WHEREAS, as part of that budget process, the Board must approve a tentative budget, provide notice for a public hearing, and provide copies of that budget and notice to interested persons and to those entities identified by Utah Statute; and

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

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

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

1. That the Board hereby approves the adoption of the Authority's Tentative 2023 Budget, a copy of which is attached to this Resolution as Exhibit A.
2. That the Authority will hold a public hearing on the Tentative 2023 Budget on November 10, 2022, at 5:30 p.m. at the Golden Spike Rooms of the Authority's Frontline Headquarters Building at 669 West 200 South in Salt Lake City, Utah.
3. That the Authority will provide to the chief administrative officers and executive bodies of each municipality and unincorporated county area within the district of the Authority; to the offices of the Governor and the Legislature; and to persons and entities who in writing request a copy:
 - a) a copy of the Tentative 2023 Budget for examination and comment;
 - b) notice of the date, time, and place of the budget hearing; and
 - c) a signature page that comports with the requirements of UTAH CODE § 17B-1-702, *et seq.*

4. That the Authority, in accordance with UTAH CODE § 17B-2a-808.1(2), will consult with the Local Advisory Council at their November 2, 2022, meeting on the Tentative 2023 Budget.
5. That this Resolution stay in full force and effect until superseded by further action of the Board.
6. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary to give effect to this Resolution.
7. That the corporate seal be attached hereto.

Approved and Adopted this 26th day of October 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

Exhibit A
(2023 Tentative Budget)

UTAH TRANSIT AUTHORITY
2023 TENTATIVE OPERATING BUDGET
October 26, 2022

Exhibit A

<u>Revenue</u>	<u>Tentative 2023 Budget</u>
1 Sales Tax	\$ 529,284,000
2 Federal Preventive Maintenance	84,903,000
3 Passenger Revenue	35,850,000
4 Advertising	2,322,000
5 Investment Income	6,516,000
6 Other Revenues	12,388,000
7 Stimulus Funding	-
8 Total Revenue	671,263,000
<u>Operating Expense</u>	
9 Bus	131,173,000
10 Commuter Rail	33,664,000
11 Light Rail	61,922,000
12 Paratransit Service	27,190,000
13 Rideshare/Vanpool	3,960,000
14 Microtransit	9,183,000
15 Operations Support	61,855,000
16 Management & Support	55,136,000
17 Planning/Capital Support	11,114,000
18 Non-Departmental	1,000,000
19 Total Operating Expense	396,197,000
<u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>	
20 Principal and Interest	159,441,000
21 Bond Service Utah County for UVX BRT program	3,375,000
22 Contribution to Reserves	18,344,000
23 Transfer to Capital	93,906,000
24 Total Debt Service and Reserves	275,066,000
25 Total Expense	\$ 671,263,000

**UTAH TRANSIT AUTHORITY
2023 TENTATIVE CAPITAL BUDGET
October 26, 2022**

Exhibit A

<u>Funding Sources</u>	<u>Tentative 2023 Budget</u>
1 UTA Current Year Funding	\$ 123,995,000
2 Grants	121,700,000
3 Local Partner Contributions	11,509,000
4 State Contribution	19,838,000
5 Leasing	41,755,000
6 Total Funding Sources	<u>318,797,000</u>
<u>Expense</u>	
6 State of Good Repair	77,396,000
7 Depot District	12,001,000
8 Ogden/Weber BRT	14,785,000
9 Front Runner Forward	3,880,000
10 Mid Valley Connector	15,001,000
11 TIGER Program of Projects	10,460,000
12 Other Capital Projects	185,274,000
13 Total Expense	<u>\$ 318,797,000</u>

Utah Transit Authority

Tentative Budget

2023



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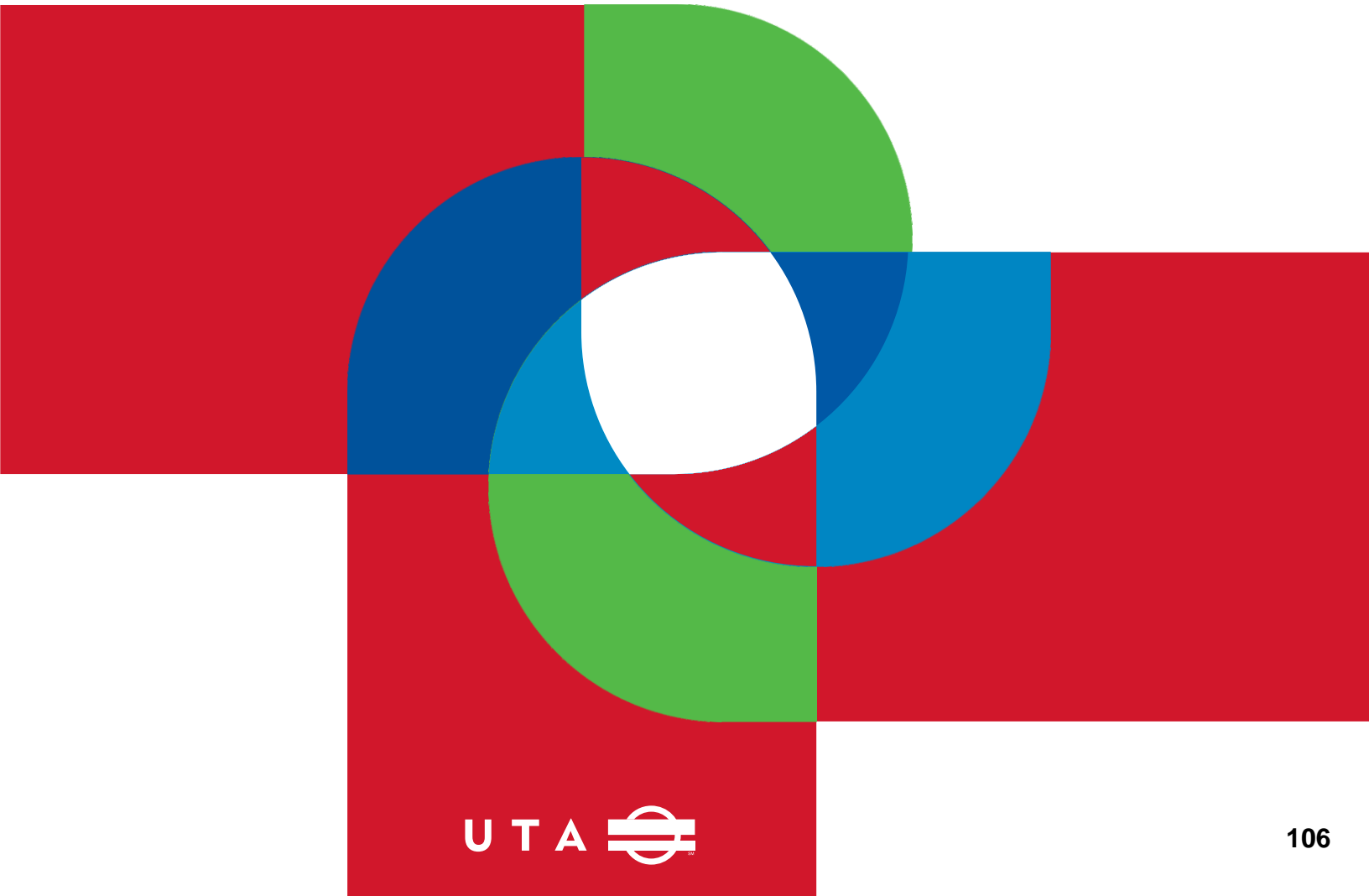
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Introduction and Overview



Message from the Executive Director



Since being sworn in as Executive Director last January, I have spent time across our system learning from and listening to UTA’s dedicated family of employees. Their commitment to UTA, our customers, and the communities we serve, drove the agency’s significant accomplishments this year and is the catalyst for successful delivery of the 2023 budget and 5-year Capital Plan outlined in this document. I thank our enthusiastic operating and support personnel teams for their contributions delivering OneUTA – one workforce, one agency.

In delivering our service, we answer state, regional, and community questions on connecting our customers to work, education, entertainment, family, and friends. We provide answers to building economies, fostering transit supportive community development, and safeguarding our future through environmentally friendly and sustainable transportation. UTA is a passport to outdoor recreation, a needed ride for healthcare, and a mobility bridge to opportunity.

Last year, UTA and the region continued recovering from the impacts of the pandemic. Current projections for 2022 ridership show an increase of more than 35 percent over 2021 levels. UTA will have recovered systemwide to about 75 percent of pre-pandemic levels (2019) by the end of the current year. As compared to our peers nationally, this is a remarkable transit renewal. Overall, UTA service levels as measured by service hours provided exceeded 2019 levels in 2022. So much so that as an agency, we will look at the pandemic as a historical event but no longer reference as performance history in our day-to-day business.

Looking back on 2022, our team has accomplished much. UTA began light rail service to the Salt Lake Airport, restored six-minute headways on its UVX bus rapid transit line, and opened the new Vineyard FrontRunner station. Our new OGX bus rapid transit line in Ogden began campus-wide service for Weber State University in anticipation of its completion next year, and the Depot District maintenance facility made substantial progress toward its 2023 completion date. On Demand transit service expanded across the region, providing a convenient, affordable transit option connecting riders to their destinations and/or other UTA services. The agency continued making significant investments in state of good repair activity to keep the system performing at optimal levels and reduce backlogs. We also held our first ever, “Free Fare February” partnering with Salt Lake City, numerous local governments, partner agencies, our pass partners, and private businesses, successfully reducing emissions while honoring the legacy of the Salt Lake Olympics.

UTA’s 2023 Budget and supporting 5-Year plans were developed during a time of economic uncertainty. Inflation recently set a new 40-year high and interest rates are approaching levels last seen during the Great Recession of 2008. Year over year increases for fuel and power, goods and services, parts, utilities, construction materials and other costs of providing service is significantly higher than recent experience. Offsetting these negative economic indicators, but creating a different and equally difficult challenge, are robust employment, historically low unemployment levels, and a resilient Utah economy. Recruiting and retaining employees in the competitive Utah economy is an essential focus area for current and future public transportation services.



UTA's budget and supporting financial plans acknowledge these challenges. The 2023 Tentative Budget was developed with an emphasis on creating value, accomplished by:

- Reducing agency costs
- Making UTA a more efficient organization
- Improving/enhancing service delivery
- Improving UTA culture


The next five years will see significant system improvements resulting from partnerships with UTA's Local, State, and Federal partners. The Bipartisan Infrastructure Law (BIL), passed by Congress in 2021, significantly increases transit funding. UTA has acted quickly and, at time of writing, has over \$80 million in pending grant applications for improvements across the system including over \$60 million for the Mid Valley Connector BRT project. UTA is also supporting a UDOT \$671 million grant request for FrontRunner strategic double tracking and rail vehicle acquisition. Staff are poised to pursue other grant opportunities as the federal government publishes notices of Funding Availability/Opportunity. Increases in UTA's formula funds will also fund preventive maintenance, paratransit operations, and state of good repair projects.

House Bill 322¹ passed in the 2022 Session by the Utah State Legislature directed UDOT and UTA to partner on "fixed guideway" projects and identified UDOT as the lead agency for project delivery. This transit-focused legislation creates a strong working relationship between UDOT and UTA and provides state funding for major transit investments across the region. These funds can be used to leverage other grant programs – as mentioned above for FrontRunner. UDOT and UTA have been working together to keep the FrontRunner double tracking and Point of the Mountain projects on schedule while leveraging the strengths of each agency in delivering these regionally significant projects.

The 2023 budget and 5-year Capital and Operating plans are fiscally constrained and significantly leverage UTA funds for investments in the system. Our federal, state, regional, local partners, elected officials, and customers support our vision for transit in the region and we will confidently deliver on our commitments to them. I have highlighted a few of the key components of both our 2023 operating budget and capital budget/5-year capital plan on the following page.

Together with our OneUTA team, the Board of Trustees, community partners, and customers, we will continue providing safe, reliable, and convenient service, demonstrating that every day, "Transit is the Answer" for our communities, our region, and the State of Utah.

Every day, UTA moves you!



Jay Fox
Executive Director

¹ [HB0322 \(utah.gov\)](https://legislature.utah.gov/Bills/Details/2022/0322)



2023 Operating Budget Highlights

- Funding to operate the new OGX bus rapid transit line and changes to local service, Saturday service for light rail, and additional funding to support the growth of the popular On Demand service in South Salt Lake County.
- Funding for hiring and retention of operators, additional extra board or entry level operators, begins early operator recruitment activity for anticipated 2024 service changes, addresses low operator/supervisor ratios, develops employees, and aligns with our values.
- New employee engagement program aimed at making UTA a more efficient organization, improving or enhancing service delivery, and improving UTA culture. This Workforce Innovations Program (WINS) was created with the goal of soliciting and implementing employee initiatives that will pay for the program within three years.
- Strengthens audit functions at UTA and acts on recommendations from 2022 audits to improve accountability and reduce costs.
- Funds data governance improvements, strengthens UTA's technology security, and upgrades UTA's video surveillance capabilities to increase safety and security throughout the system.
- Funding for a Transit Connection Program to foster efforts across UTA in addressing social issues, transit education, and connection with transit for our community through supportive response to incidents; Transit Ambassadors on TRAX trains; and training resources for communities accessing transit.
- Creates a position to support Station Area Planning and Transit Oriented Community planning in the region.



2023 Capital Budget and \$1.3 billion 5-year Capital Plan Highlights

- Focus on safety, and security, reliability, and maintaining a state of good repair (SGR) for our revenue vehicles, infrastructure, and support systems.
- Invests nearly \$800 million in State of Good Repair activities
- Completes construction of the new Depot District Facility (2023)
- Completes construction on the new Ogden Express (OGX) line in Ogden (2023)
- Funds design and construction of the Mid-Valley bus rapid transit line (2023-2025)
- Provides \$10 million to support local partner's high priority projects (2023)
- Addresses UTA's most pressing technology needs including fare collection system replacement, new radio communication system, and critical business system replacements (2023-2027)
- Begins to invest in renewal of UTA's maintenance facilities and study options to relocate UTA's main headquarters facility



Budget Summaries

UTAH TRANSIT AUTHORITY 2023 TENTATIVE OPERATING BUDGET October 26, 2022

Exhibit A Tentative 2023

<u>Revenue</u>	<u>Budget</u>
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6 Other Revenues	12,388,000
7 Stimulus Funding	-
8 Total Revenue	671,263,000
<u>Operating Expense</u>	
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22 Contribution to Reserves	18,344,000
23 Transfer to Capital	93,906,000
24 Total Debt Service and Reserves	275,066,000
25 Total Expense	\$ 671,263,000



UTAH TRANSIT AUTHORITY
2023 TENTATIVE CAPITAL BUDGET
October 26, 2022

Exhibit A-1

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11 TIGER Program of Projects	10,460,000
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13 Total Expense	<u>\$ 318,797,000</u>



UTAH TRANSIT AUTHORITY
2023 TENTATIVE OPERATING BUDGET
October 26, 2022

Exhibit A-2

<u>Revenue</u>	Tentative 2023 Budget	
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5 Investment Income	6,516,000	
6 Other Revenues	12,388,000	
7 Stimulus Funding	-	
8 Total Revenue	\$ 671,263,000	
		FTE
9 Board of Trustees	\$ 3,147,000	14.4
10 Executive Director	5,926,000	30.5
11 Communications	3,943,000	15.0
12 Operations	298,456,000	2,334.2
13 Finance	17,195,000	123.5
14 Service Development	8,754,000	62.0
15 Planning & Engagement	18,648,000	80.2
16 Enterprise Strategy	24,822,000	122.0
17 People Office	14,306,000	84.0
18 Non-Departmental	1,000,000	-
19 Total Operations	396,197,000	2,865.8
20 Debt Service	162,816,000	
21 Contribution to Reserves	18,344,000	
22 Transfer to Capital Budget	93,906,000	
23 Total Tentative 2020 Operating Budget	\$ 671,263,000	2,865.8

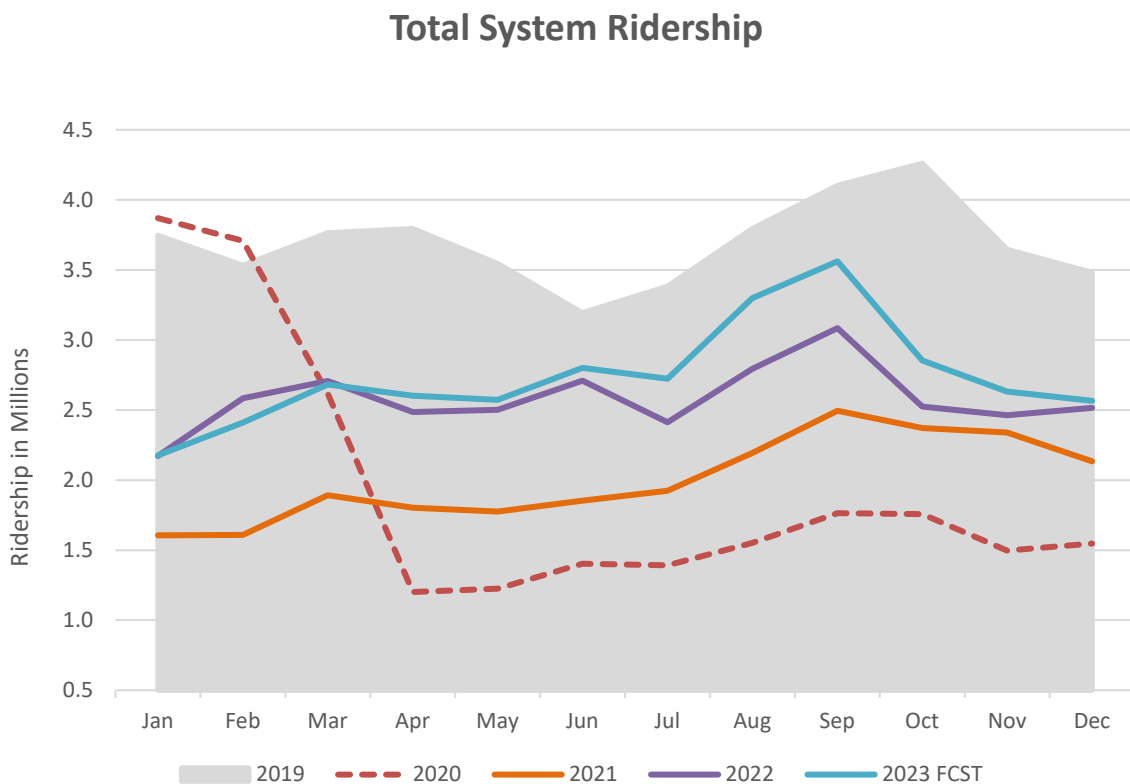


2023 Tentative Budget Overview

UTA's 2023 Budget and supporting 5-Year plans were developed during a time of economic uncertainty. Inflation recently reached a 40-year high and interest rates are approaching levels last seen during the Great Recession of 2008. Year-over-year growth for costs of fuel and power, goods and services, parts, utilities, construction materials and other of providing service is significantly higher than in the recent past.

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

Ridership



2022 ridership is recovering better than projected in the 2022 adopted budget. While ridership through September lags 2019 totals by about 30 percent, steady and significant gains over 2021 ridership can be seen on the chart above. In fact, 2022 ridership for the months February through September are about 37 percent over ridership for the same period in 2021. The 2023 Budget and underlying 5-year financial plan assume that the system will return to 2019 ridership levels by 2025. Recovery has been steady, and varies by mode.

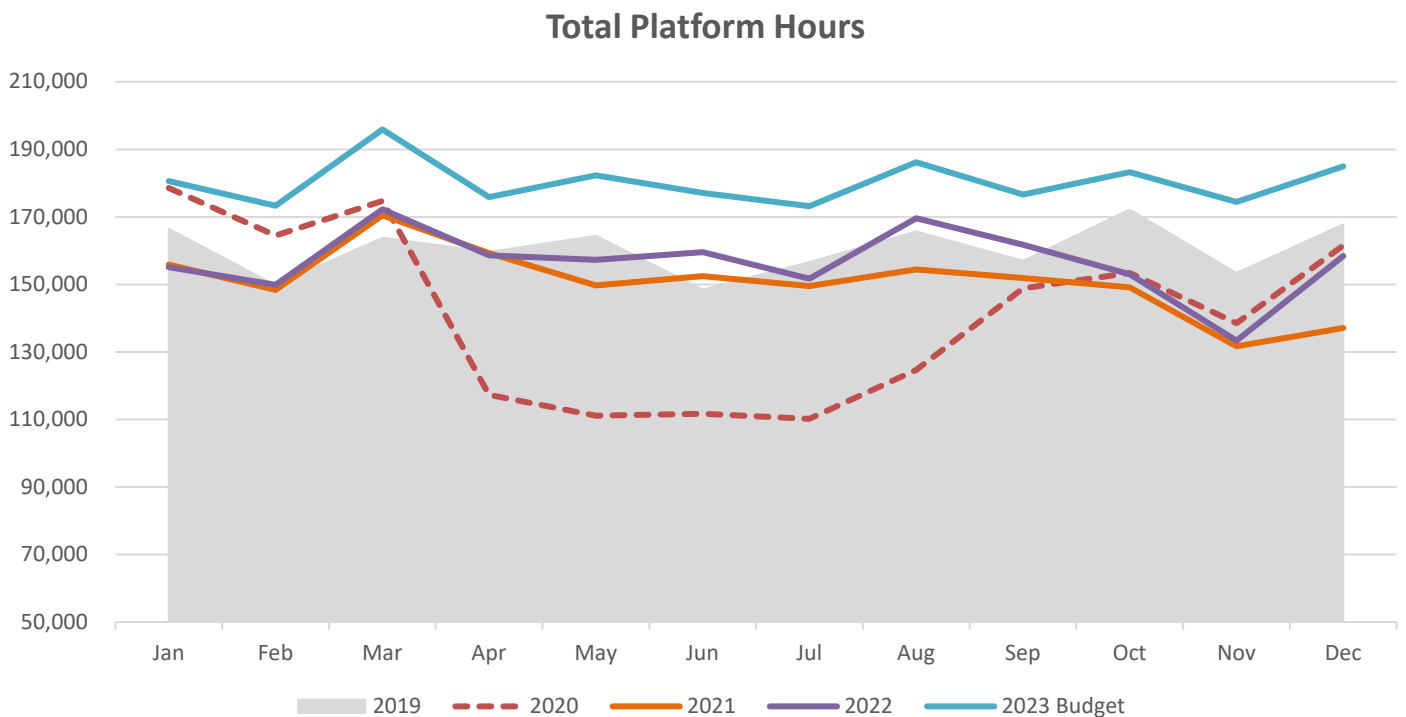


In 2022, UTA continued its targeted service change strategy focusing on route performance and emerging ridership trends, guided by UTA’s Service Guidelines. The August 2022 service change reduced/replaced unproductive service, added service, and significantly expanded On Demand service.

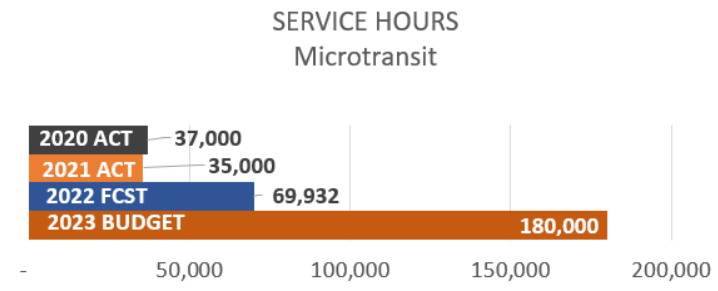
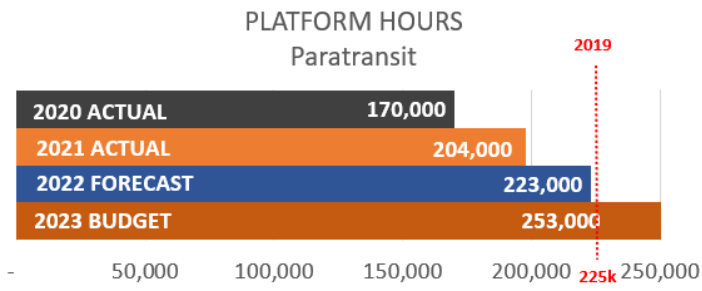
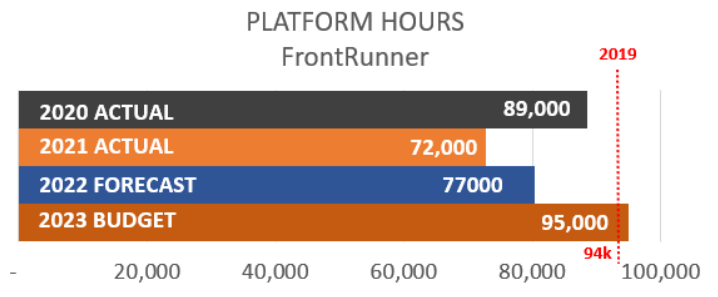
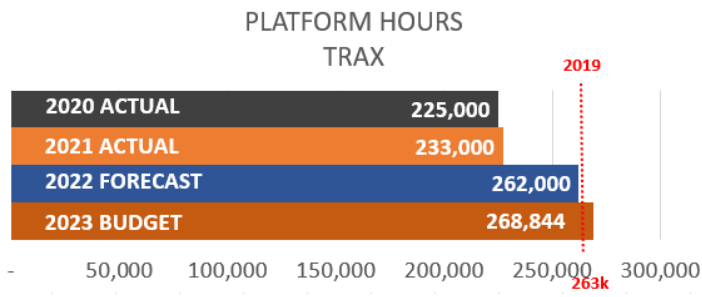
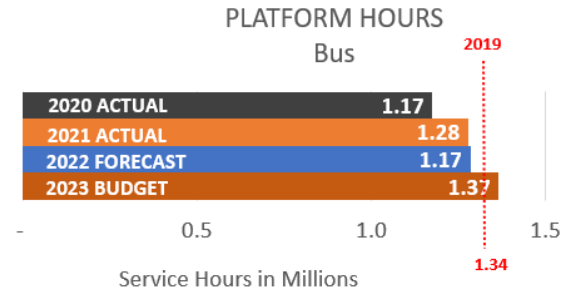
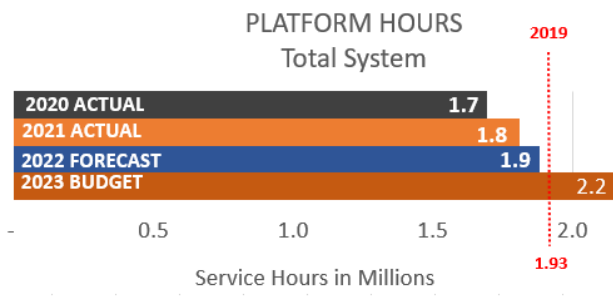
The 2023 budget envisions adding about 56,000 hours of service to implement Ogden Express – bus rapid transit service (OGX) and add light rail service on Saturdays.

Microtransit/On Demand was introduced in 2019 on a pilot basis and with the proposed service additions in 2023, will provide about 180,000 platform hours across the region.

Platform Hours



Platform Hours by Mode

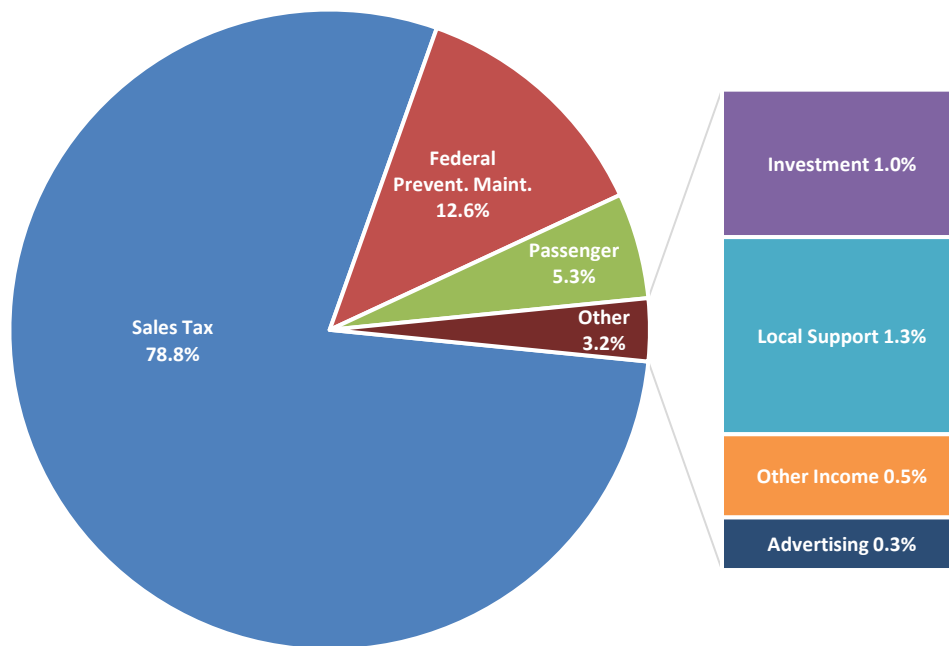


2023 Operating Revenue Summary

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

Sales tax revenue at \$529 million, or 79 percent of total revenues, represents the largest funding source for the 2023 budget. Federal preventive maintenance totals \$85 million, and passenger revenues total \$36 million. Other revenues include, in order of magnitude, investment income, local support, advertising, and other fees, resulting in a total revenue of \$671 million.

2023 Operating Revenue
(\$671.3 million)



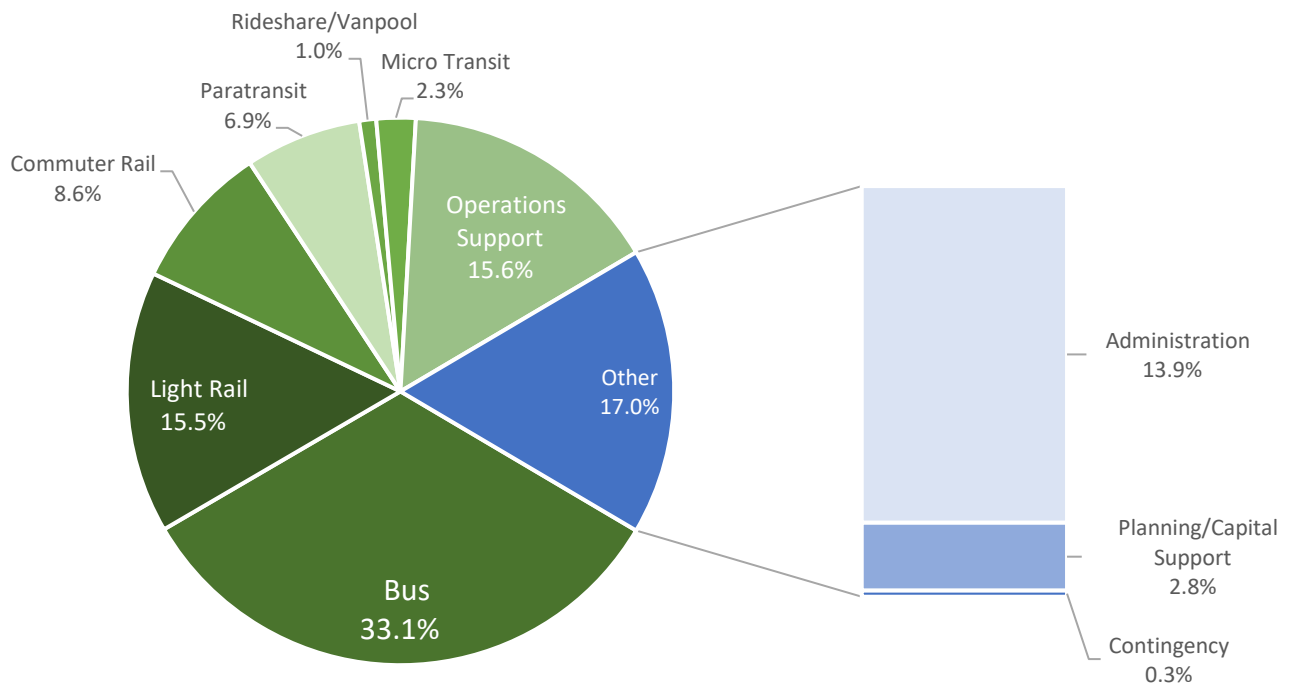
2023 Operating Expense Summary

The 2023 Tentative Operating Budget includes almost \$329 million for operations and maintenance of the system, or 83 percent of the 2023 operating budget request. These functions are represented in the green shaded segments in the graph below.

The “Other” functions (blue segments comprising 17 percent) include Management and Support, Planning/Capital Support and \$1.0 million set aside to fund emerging/emergency needs.

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

2023 Tentative Operating Budget
(\$396.2 million)



2023 Tentative Operating Expense Budget Summary by Mode

	FY 2022 Budget	FY 2023 Budget	Change
Bus	\$120,084,000	\$131,173,000	\$11,089,000
Light Rail	57,548,000	61,922,000	4,374,000
Commuter Rail	32,304,000	33,664,000	1,360,000
Paratransit	25,476,000	27,190,000	1,714,000
Rideshare/Vanpool	3,795,000	3,960,000	165,000
Operations Support	61,736,000	61,855,000	119,000
Administration	45,020,000	55,136,000	10,116,000
Planning/Capital Support	9,493,000	11,114,000	1,621,000
Micro Transit	6,731,000	9,183,000	2,452,000
Non-Departmental	1,000,000	1,000,000	-
Total Division	\$363,157,000	\$396,197,000	\$33,040,000

Summary by Office

	FY 2022 Budget	FY 2023 Budget	Change
Board	\$2,702,000	\$3,147,000	\$445,000
Executive Director	5,108,000	5,926,000	818,000
Operations	274,918,000	298,456,000	23,538,000
Finance	15,376,000	17,195,000	1,819,000
Service Development	7,783,000	8,754,000	971,000
Planning & Engagement	14,884,000	18,648,000	3,764,000
Enterprise Strategy	22,525,000	24,822,000	2,297,000
People	15,479,000	14,307,000	(1,172,000)
Communication	3,382,000	3,943,000	561,000
Non-Departmental	1,000,000	1,000,000	-
Total Division	\$363,157,000	\$396,197,000	\$33,040,000



Summary by Expense Category

	FY 2022 Budget	FY 2023 Budget	Change
Wages	\$172,287,000	\$185,631,000	7.7%
Fringe	84,779,000	94,633,000	11.6%
Services	34,914,000	39,897,000	14.3%
Fuel/Power	27,464,000	31,408,000	14.4%
Parts	22,863,000	23,447,000	2.6%
Utilities	6,397,000	6,189,000	-3.3%
Other O&M	25,141,000	26,679,000	6.1%
Capitalized Costs	(10,689,000)	(11,688,000)	9.3%
Total Budget	\$363,157,000	\$396,197,000	9.1%

Summary of budget changes

- Increase in fuel due to higher price per gallon and increased service levels vs 2022 levels
- Increase in wages and fringe benefits due to headcount increases, COLA, and benefit increases
- Increase in Contract Services for additional investment in UTA information systems and Microtransit services expansion
- Decrease in Utilities expenses to reflect decrease in costs for Facilities
- The increase in Other O&M is primarily an increase in Operations Contingency for emerging needs
- Increase in Capitalized Costs reflects increased investment in resources to support 2023-2027 capital program delivery



FTE Summary

	2022 Budget	2023 Proposed	Change
Board	13.38	14.38	1.00
Executive Director	28.50	30.50	2.00
Operations	2,279.23	2,334.23	55.00
Finance	120.45	123.45	3.00
Service Development	56.00	62.00	6.00
Planning & Engagement	73.22	80.22	7.00
Enterprise Strategy	115.00	122.00	7.00
Communications	13.00	15.00	2.00
People	84.00	84.00	-
Totals	2,782.78	2,865.78	83.00



Key Assumptions and Sources and Uses

UTA contracts with the Economic Development Unit at the University of Utah to generate sales tax forecasts. The 2023 Tentative Budget was developed in a time of economic uncertainty. Inflation is at a 40 year high and in response, the Federal Reserve has implemented interest rate hikes pushing rates toward 2008 highs, with further increases anticipated in the near future. From Utah’s Department of Workforce Services August 2022 Report²:

Inflation will have an impact on some industries, but Utah’s strong economy, led by a 2.0% unemployment rate, should allow it to absorb and weather any inflation-influenced economic slowing. On average, Utah’s unemployment rate has stayed 1.5 percentage-points below that of the United States. Even if the U.S. unemployment rate rises to the highest range of the Fed’s expectations and reaches 4.2%, Utah’s unemployment rate should still be under 3.0%, an unemployment rate that is not economically stressful. If the economy enters the shallow downturn predicted by the Federal Reserve Board Members, Utah’s economy should fare well.

This Tentative Budget and 5-year plan include assumptions from the University’s April 2022 forecast. UTA will monitor the economic situation and work with the University of Utah to update its sales tax forecast in November to inform the 2023 Final Budget and 5-year plans.

The key assumptions in the 2023 budget are provided below.

- Operating Expenses:
 - Labor Subject to Collective Bargaining
 - Fringe Subject to Collective Bargaining
 - Parts - 6.0%
 - Fuel:
 - Diesel - \$3.20
 - Gasoline - \$3.00
 - CNG DGE - \$1.72
 - Other Expense – 5.25%

- Revenue Growth:
 - Sales Tax – 8.8%
 - Passenger – 4.7%
 - Bipartisan Infrastructure Law \$27 million in 2023

² [Rising Inflation and Its Impact on Employment in Utah](#)



Summary – 2023 Sources

Operating sources of funds total \$671.3 million, a decrease of \$145.2 million or (17.8%) from the FY 2022 forecast. The primary sources and changes are detailed below:

- The largest contributor to lower anticipated revenues is the result of UTA exhausting Federal Stimulus funds issued over the last two years. The CARES, CRRSAA, ARPA funds have been used to supplement operations and maintenance over the last 2 years. UTA does not anticipate any additional relief funding in 2023 and beyond at this time.
- Sales Tax contributions of \$529.3 million are up \$42.9 million. This assumes an 8.8% growth in sales tax over projected 2022 sales tax collections, in accordance with the April 2022 forecasts provided by the University of Utah. This forecast will be updated in November of 2022 and will inform the final 2023 Budget documents. These funds are used for operations and maintenance, other agency support costs, debt service, reserves, and capital program support.
- Passenger revenue is \$35.8 million, up \$1.6 million from FY 2022. These flat revenues in spite of a projected growth in ridership are driven by lower than anticipated pass revenues and increased subsidies for low-income riders.
- Federal formula funds dedicated to preventive maintenance and paratransit operations are programmed at \$84.9 million in 2023. The apparent reduction in funding is the result of a timing issue in federal reimbursements and the 2022 anticipated reimbursements from prior years.
- Other revenue is \$21.3 million, up from \$17.6 million in FY 2022 primarily due to increasing advertising revenue and higher rates of return on UTA investments on fund balances.

	2021 Actual	2022 Forecast	2023 Budget	Change 2023 - 2022
Sales Tax	\$433.4	\$486.3	\$529.3	\$42.9
Federal Preventive Maint.	7.0	110.4	84.9	(25.5)
Stimulus Funds	123.9	167.8	0.0	(167.8)
Passenger	28.5	34.2	35.8	1.6
Salt Lake City	4.3	8.3	8.7	0.4
Investment	1.4	3.7	6.5	2.8
Advertising	1.9	1.9	2.3	0.4
Other	5.5	3.7	3.7	(0.1)
Total Revenues	\$605.8	\$816.4	\$671.2	(\$145.2)



Summary – 2023 Uses

Operating uses of funds are \$396.2 million, an increase of \$33.0 million or 9.1% from the FY 2022 budget. The primary uses are detailed below:

- Total employee compensation and benefits increased 7.7% and 11.6% respectively. These increases are due to staffing level increases and an assumed average wage increase of 3%, increased benefits, and the additional hires. The FY2023 budget anticipates hiring 83 additional FTE's as compared to the FY2022 adopted budget.
- Fuel costs are budgeted at an increase of 14.4%. Fuel prices have increased due to supply chain and demand issues. The FY 2023 budget assumes \$3.20 per gallon for diesel, \$3.00 per gallon for gasoline, and \$1.72 CNG DGE for natural gas vehicles, compared to \$2.50 per gallon for diesel and \$2.35 per gallon for gasoline in FY 2022. Earlier this summer, prices were trending downward toward these 2023 forecasted fuel costs but have started to increase again this fall. UTA will monitor closely and if necessary, make adjustments in the Final Budget document.
- Utilities costs are projected to decrease by 3.3% due to increase oversight in the last year.
- Parts represent a 2.6% increase primarily due to increases in prices for parts and increased shipping costs.

Capital uses of funds are \$318.8 million, this represents an increase of about \$106.7 million over 2022 projected capital uses. The primary uses and changes are detailed below:

- Major capital projects such as: \$22 million for VW Battery Buses, \$15.0 million for the continuation of the Mid-Valley Connector (BRT) in Salt Lake County, \$14.8 million Ogden/Weber State University BRT (OSX), and \$12 million to complete the Depot District transit center.
- UTA has allocated \$123 million to continue efforts to achieve a steady state of good repair. This includes funding for vehicle replacements, technology replacements and upgrades, facility maintenance, rail vehicle overhauls and rail system preservation and replacements.
- Other capital projects consist of, but are not limited to, the TIGER program of projects, ROW & Facility Property funding, Public Partnership projects, 900 East UVX Station, Electronic Fares Systems Replacement, wayfinding signage, a new radio communication system, and ongoing video camera sustainability and expansion.

Debt service is cash that is required to cover the repayment of interest and principal on the debt related to UTA's outstanding bonds and its leasing program. Total combined debt service for FY 2023 is \$162.8 million, which includes Leasing debt of \$14.1 million.



Operating Sources – 2023 Detail

Sales and Use Tax

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

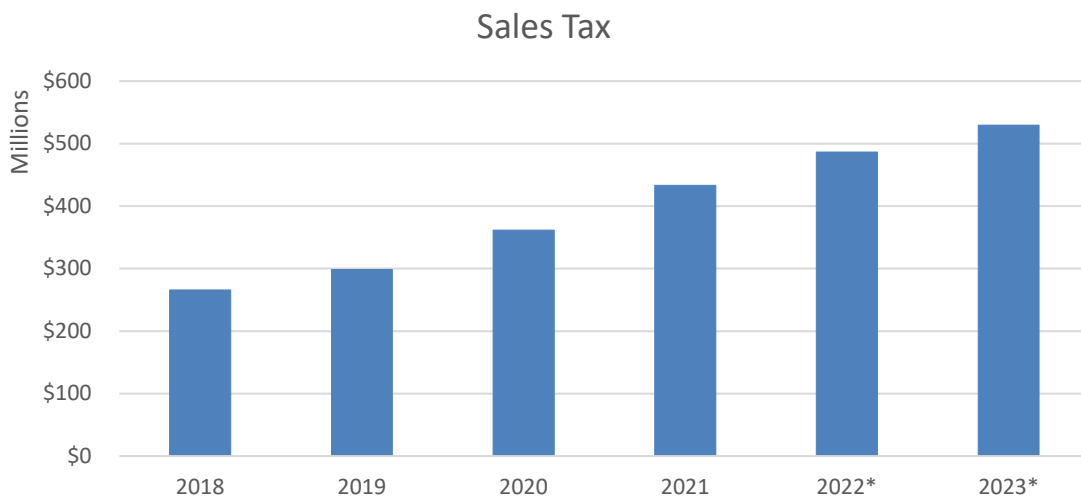
UTA’s sales tax is applied by each jurisdiction within the service area to gross taxable sales within the service district. From 2004 through 2020, gross taxable sales have grown by an annual average of 7.0%. Sales tax forecasting is a priority for UTA, and in 2021 UTA engaged Stephen C. Bannister, PH.D. Associate Director of Economics at the University of Utah to provide more accurate sales tax revenue forecasts.

2023 Sales Tax Revenues - \$529.3 million:

The 2023 Budget assumes an 8.8 percent increase over 2022 projected sales tax collections. The estimate is based on the University’s Economic Development Unit (EDU), projected sales tax growth rates applied to an adjusted 2022 projection using actuals through April. The estimate is generated using EDU’s econometric models. Sales tax forecasts will be updated by EDU in November and will inform the Final 2023 Budget and supporting 5-year Capital and financial plans.

Year	2018	2019	2020	2021	2022*	2023*
Sales Tax	\$265,770,000	\$298,640,000	\$361,591,000	\$433,361,000	\$486,340,000	\$529,284,000

*Budget/Projected

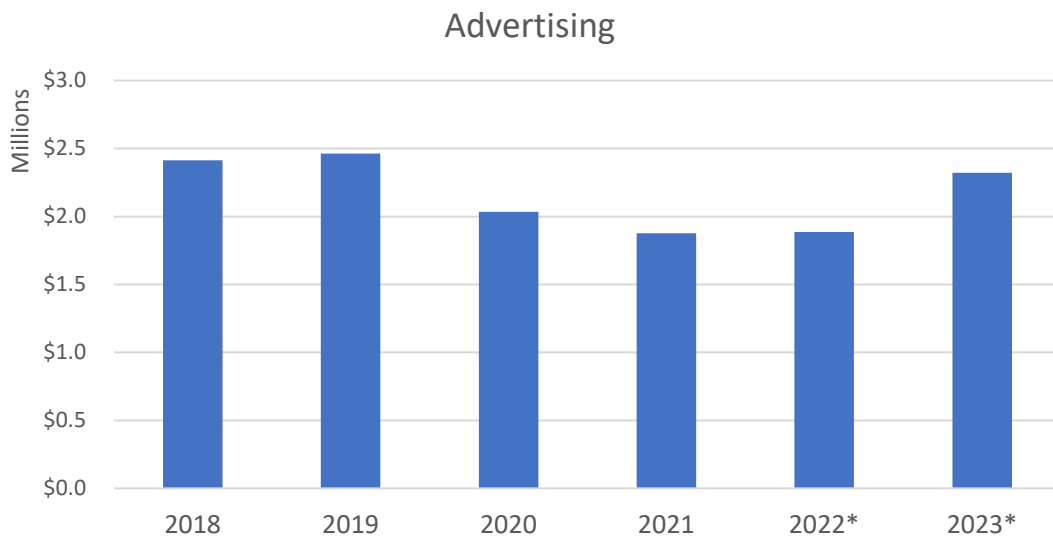


Advertising

Advertising revenues for the Authority come from the lease of exterior space on the sides and rear of bus, light rail vehicles, and the signage inside of commuter rail cars. The annual growth rate for advertising is beginning to increase. For 2022 and 2023 advertising is projected to produce \$1.9 million and \$2.3 million, an increase due to COVID recovery and improved economic conditions.

Year	2018	2019	2020	2021	2022*	2023*
Advertising	\$2,413,000	\$2,463,000	\$2,035,000	\$1,876,000	\$1,885,000	\$2,322,000

* Budget/Projected



Passenger Revenue

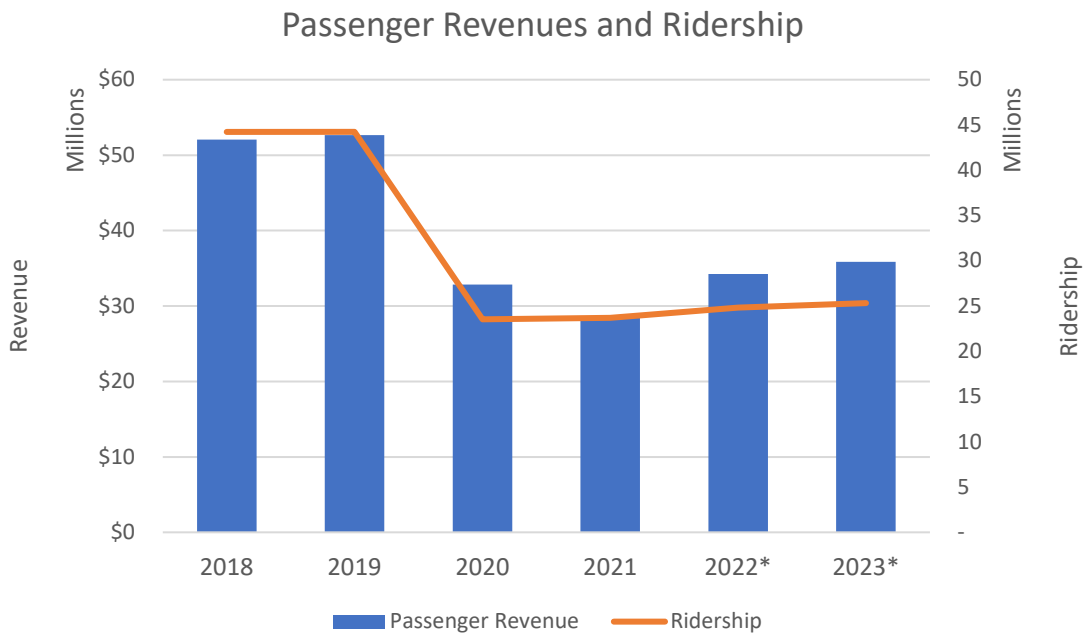
Since 2013, the Authority’s base fare has been \$2.50. Fares range from \$1.25 for senior citizens to \$5.50 for premium express service. Low income and fares for social service agencies receive discounts of up to 75 percent over the base fares. Service increases planned in 2023, and continued population and employment growth, will all contribute to an increase in passenger revenues.

2023 Passenger Revenue – \$35.8 million:

Ridership and fares recovered roughly as projected in the 2022 budget. The 2023 budget assumes a 12 percent increase in passenger revenues, driven by continued growth in ridership. The 5-year plan assumes that passenger revenues will return to pre-pandemic levels by 2027.

Year	2018	2019	2020	2021	2022*	2023*
Passenger Revenue	\$52,052,000	\$52,649,000	\$32,845,000	\$28,510,000	\$34,239,000	\$35,850,000
Ridership	44,217,000	44,239,000	23,530,000	23,692,000	24,821,000	25,305,000

* Budget/Projected



Federal Preventive Maintenance Formula Grants

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

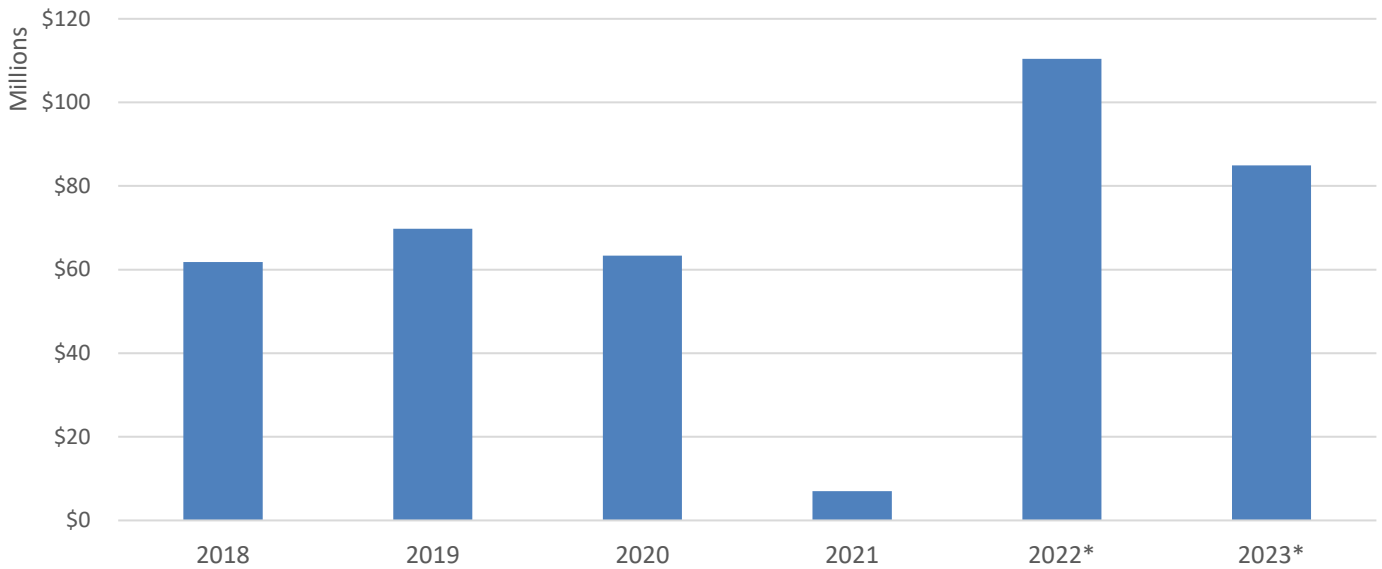
2023 Federal Preventive Maintenance – \$84.9 million

The financial plan assumes \$84.9 million in FTA formula funds to support the operating program (preventive maintenance and paratransit). This appears to be a decrease from 2022, but this is due to grant award delays for 2021 funds that will be expended in 2022 and the allocation of some formula funds to state of good repair projects in the capital program.

Year	2018	2019	2020	2021	2022*	2023*
Operating Grants	\$61,821,000	\$69,746,000	\$63,351,000	\$6,968,000	\$110,435,000	\$84,903,000

* Budget/Projected

Federal Preventive Maintenance



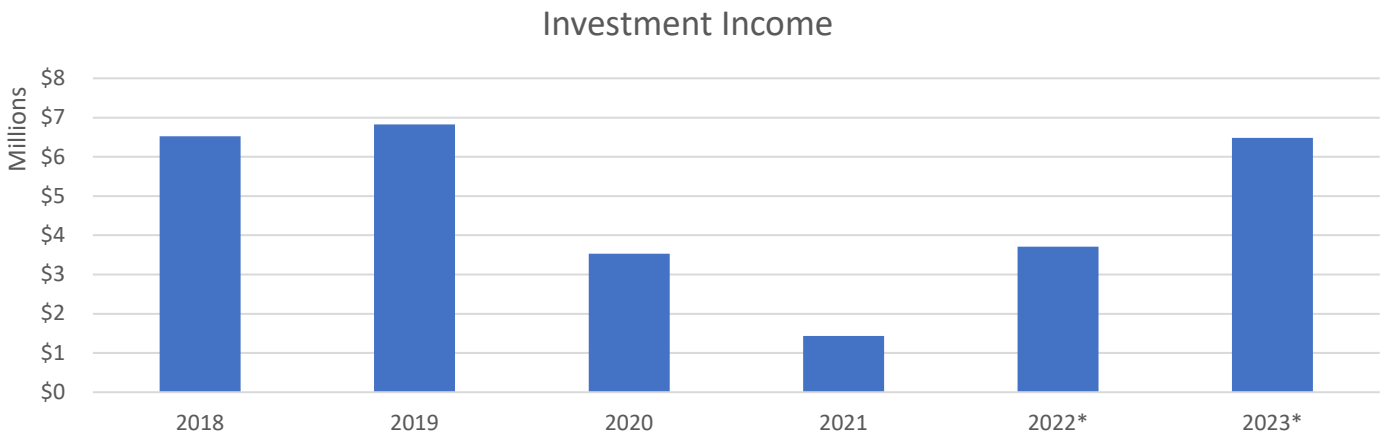
Investment Income

Investment income consists of revenue generated from invested operating fund balances and reserves. Some of the Authority’s funds are invested with the Public Treasurers Investment Fund managed by the State Treasurer’s office; others are invested by UTA’s Investment Management firm (Chandler Asset Management) in accordance with the State’s Money Management Act³. These investments may yield a higher interest and are secure.

An approximate rate of 2.50% is applied to projected reserve account and cash balances in UTA’s Operating Fund. Projected 2022 investment revenues are \$3.7 million with 2023 returns projected at \$6.5 million.

Year	2018	2019	2020	2021	2022*	2023*
Investment Income	\$6,526,000	\$6,822,000	\$3,526,000	\$1,432,000	\$3,707,000	\$6,516,000

* Budget/Projected



³ [Utah Code Chapter 51-7](#)

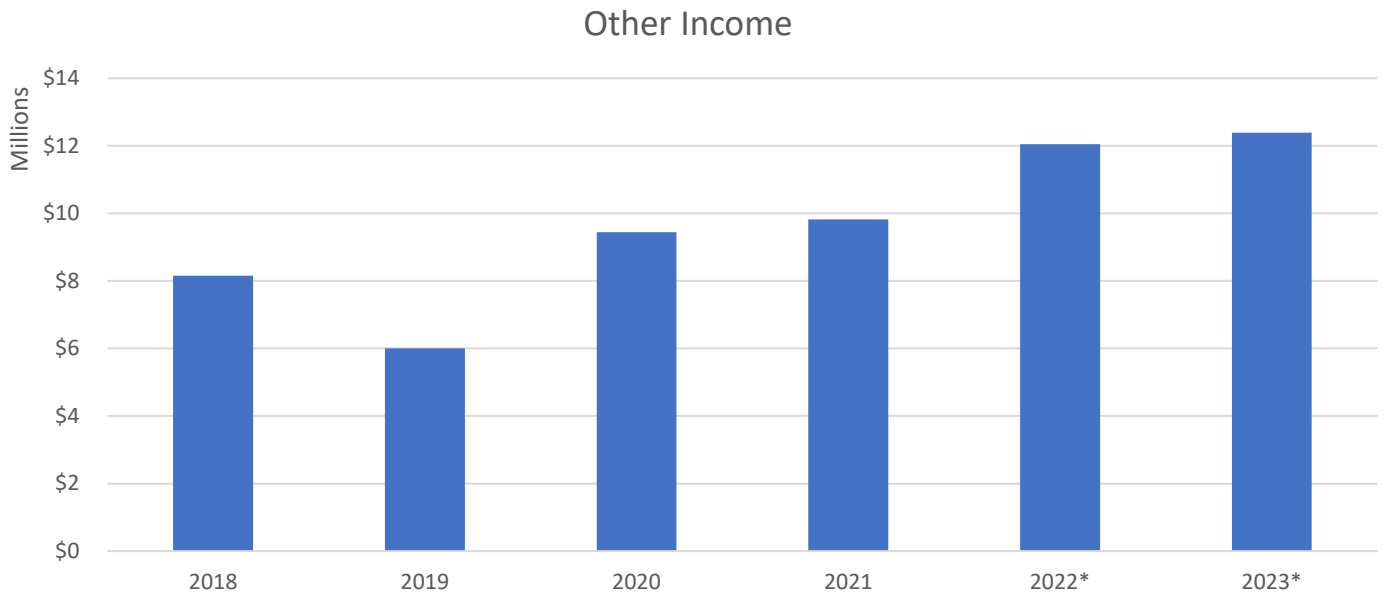


Other Income

Other income for 2023 consists of \$8.7 million from Salt Lake City for enhanced bus service and Microtransit/On Demand services, a \$2.0 million sales tax distribution from the Utah Department of Transportation, \$1.2 million for enhanced transit services, and \$0.5 million from transit-oriented development revenues.

Year	2018	2019	2020	2021	2022*	2023*
Other Income	\$8,156,000	\$6,001,000	\$9,443,000	\$9,824,000	\$12,044,000	\$12,389,000

* Budget/Projected



Operating Uses – 2023 Detail

Employee Compensation and Benefits - \$280.3 million:

The 2023 budget reflects an 9.0 percent increase over the 2022 budget. The 2023 budget includes an estimated average increase of 7.7 percent for salaries and wages 11.6 percent for benefits.

Utilities - \$6.2 million:

Includes electricity (excluding propulsion power), heat, light and other utilities. Costs are expected to decrease 3.3 percent in 2023, driven by more careful management from Dan Locke and team. Like fuel, UTA staff will monitor utility costs and adjust the Final Budget if necessary.

Parts - \$23.4 million:

This 2023 budget reflects a \$584,000 (2.6 percent) increase over 2022 budget. Inflation continues to drive parts costs upwards, including freight costs. Furthermore, the addition of electric buses in Ogden to run the OGX BRT route has added to the increase in the total parts budget for 2022, both in quantity and through higher cost per part.

Services - \$39.9:

The 2023 Services budget is up \$4.97 million (14.2 percent) over 2022 levels. This increase is due to the expansion of Microtransit into the Toole service area (\$2.3 million), carryover from the Rail Apprenticeship Program (\$1.5 million), IT additions (\$700,000) for database and business intelligence tools.

Other O&M Costs - \$26.7 million

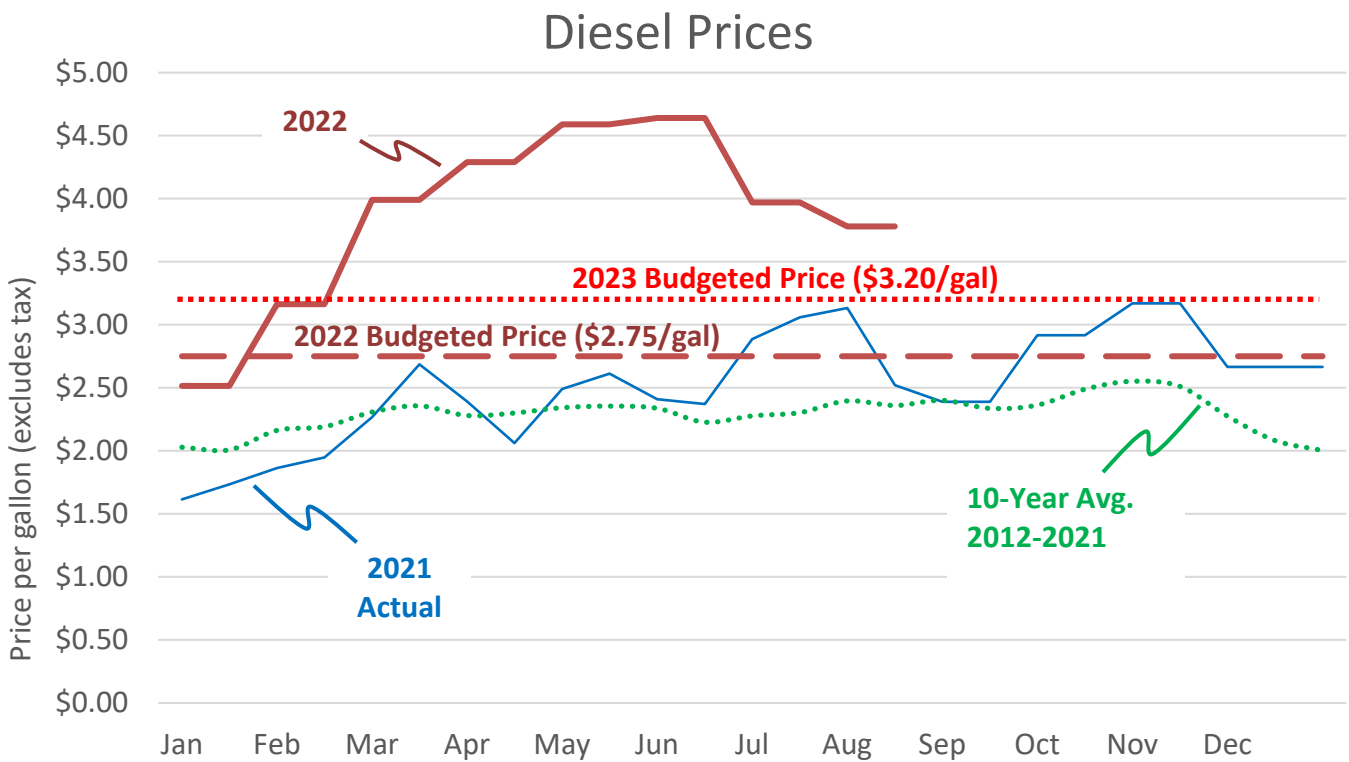
This 2023 budgeted amount represents a \$1.5 million (6.1 percent) increase over 2022 levels. The increase reflects some Agency Contingencies and other offsetting adjustments.

Fuel and Propulsion Power - \$31.4 million:

Fuel is budgeted 14.4 percent or \$3.9 million higher in 2023 than 2022. This increase is predominantly due to fuel cost assumptions (\$2.8 million), with consumption changes actually decreasing the total diesel and gasoline fuel costs by about \$23,000 due to reduced gasoline-run service miles. The 2023 Tentative Budget assumes \$3.20 per gallon for diesel (\$2.50 in 2022), \$3.00 per gallon for gasoline (\$2.35 in 2022), and \$1.72 CNG. Fuel prices have continued to climb over the period that the Tentative Budget was being developed. Fuel prices will be re-evaluated prior to approval of the Final Budget and adjustments will be considered.

Propulsion power cost is expected to increase by about \$255,000 or 3.7%, driven by small changes in miles driven by light rail (additional service) and bus propulsion power. No major changes are expected in propulsion power rates during 2023.





Capitalized Costs – minus \$11.7 million:

Staff time in support of the capital program is initially charged to the operating program and is ultimately charged to capital through a reimbursable process. This \$11.7 credit is the estimated cost of UTA capital program support.



Sources and Uses

5-Year Sources & Uses

		Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027
A	Sources						
	Beginning Balance	\$ 321.8	\$ 484.3	\$ 467.0	\$ 412.4	\$ 358.6	\$ 323.2
	Sales Tax	\$ 486.3	\$ 529.3	\$ 513.4	\$ 513.4	\$ 529.3	\$ 563.8
	PM Funds (FTA)	110.4	84.9	85.8	86.6	87.5	88.0
	Stimulus Funds	167.8	-	-	-	-	-
	Passenger Funds	34.2	35.8	44.0	48.7	50.2	51.7
	Capital Sources	104.2	189.3	154.3	165.7	136.1	153.1
	Other Sources	17.6	21.2	21.5	20.6	20.1	20.5
B	Total Sources	\$ 920.6	\$ 860.5	\$ 819.0	\$ 835.1	\$ 823.2	\$ 877.0
	USES						
	Operating Expense	\$ 353.2	\$ 396.2	\$ 424.1	\$ 442.9	\$ 457.3	\$ 472.2
	Capital Expense	212.1	318.8	278.5	270.3	216.8	239.8
	Debt Service	152.8	162.8	171.1	175.6	184.5	175.2
C	Total Uses	\$ 718.1	\$ 877.8	\$ 873.6	\$ 888.8	\$ 858.6	\$ 887.2
D	Net Change	\$ 202.5	\$ (17.3)	\$ (54.7)	\$ (53.7)	\$ (35.4)	\$ (10.2)
	Cash Amended ¹	(40.0)	-	-	-	-	-
E	Ending Balance	\$ 484.3	\$ 467.0	\$ 412.4	\$ 358.6	\$ 323.2	\$ 313.0
F	Reserves	166.9	185.2	199.6	211.9	223.7	236.6
G	Unrestricted Cash Balance	\$ 317.4	\$ 281.8	\$ 212.8	\$ 146.7	\$ 99.5	\$ 76.5

E = A - B - C

G = E - F

¹ Repayment of state funds



2023 Operating Budget Request Detail

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	
\$ 363,157	\$ (12,719)	\$ 624	\$ 4,156	\$ 9,236	\$ 11,672	\$ 376,125	\$ 3,148	\$ 16,924	\$ 396,197

2023 Additions

Service Strategy

Service Changes	\$ 3,400
Extra Board	1,500
Local Service	1,900
2024 Ramp Hiring	1,500
<u>Supervisor Ratios</u>	<u>1,600</u>
Subtotal Service Strategy	9,900

Regulatory/Board/ROI	1,353
Audit/Federal Compliance	1,190
Agency Requests	1,803
Capital Staff	108
Contingency	1,900
<u>Budget Balance/Reconciliation</u>	<u>700</u>
Subtotal Other Requests	7,054
Grand Total	\$16,924

Service Strategy

UTA continues to have difficulty recruiting and retaining operators and other staff to support the operations and maintenance of the fleet. The 2023 Tentative Budget request includes strategies to address this challenge that will allow UTA to continue to successfully operate base service and position the organization for future growth.

This request includes \$3.4 million for service additions to support the new OGX bus rapid transit service, add light rail service on Saturdays, additional On Demand service in South Salt Lake County, and \$1.2 million in service costs adjustments associated with annualizing costs of the approved August 2022 service changes. Another \$1.9 million is tentatively budgeted as an Operating contingency for local service supporting OGX in the Ogden area. UTA's staffing situation will be reassessed in the spring for Board consideration of approval of this local service for the August 2023 service change.

The remaining elements of the Service Strategy are aimed at improving recruitment and retention of front-line staff.



- \$1.5 million is requested to increase the pool of “extra board” operators. This will provide for improved scheduling flexibility and increase the pool of operators for each of the bus business units. The Salt Lake Business unit will add 12 extra boards, Timpanogos and Ogden 4 each.
- \$1.5 million is requested for “ramp hiring” to start early hiring in 2023 to ensure any 2024 service changes can be implemented. Like the Ogden Local service item, this funding is placed in an Operating Contingency and will be revisited next spring before seeking Board approval to move forward with ramp hiring later in 2023.
- \$1.6 million is included in the budget request to address the operator/supervisor ratio. This item is also in the Operating Contingency and subject to Board approval before implementation.

Studies show that one of the top reasons employees look to leave employment with their company is the relationship with their supervisor. The current operator/supervisor ratio has been identified as a contributing cause to retention issues. UTA will undertake an organizational assessment and will return to the Board with a plan to address the operator/supervisor ratios and seek approval at that time to fund this initiative.

Regulatory/Board/ROI

2023 Regulatory/Board/ROI

	<i>FTE</i>	<i>Total Cost</i>	<i>Cumulative Cost</i>
Surveillance Tech (Security)	1.0	73,000	73,000
OnBoard Survey	-	325,000	398,000
Capital TOC	1.0	190,000	588,000
Workforce Innovation Program	4.0	591,000	1,179,000
Workforce Innovation Program (Savings)		(150,000)	1,029,000
Cost Inventory Litigation	1.0	118,000	1,147,000
Cost Inventory Litigation		(118,000)	1,029,000
Internal Audit EEO Support	1.0	149,000	1,178,000
State Lobbyist		50,000	1,228,000
External Audit		125,000	1,353,000
Subtotal Regulatory/Board/ROI	8.0	1,353,000	1,353,000

This package of requests includes funding to improve UTA video surveillance capability, funds the first year of the federally required On Board survey, and provides funding to improve internal audit functions and support for lobbying activities. Funding for a planner to support regional station area planning and transit oriented community planning is also included. This request also includes funding the Workforce Innovation Program (WINS). This new employee engagement program is aimed at making UTA a more efficient organization, improving or enhancing service delivery, and improving UTA culture. This Workforce Innovations Program (WINS) was created with the goal of soliciting and implementing employee initiatives that will pay for the program within three years.



UTA is also seeking funding for a cost inventory accountant. This position will enhance UTA’s record keeping ability and documentation of costs that will have a residual benefit of enhancing support in litigation. It is estimated that improved documentation to support Attorney General staff in litigation will dramatically improve UTA’s recover of costs, paying for the position.

Audit/Federal Compliance

2023 Audit/Federal Compliance

	<i>FTE</i>	<i>Total Cost</i>	<i>Cumulative Cost</i>
Grant Management	3.0	541,000	1,894,000
NRV Fleet Management - FMAP Implementation	4.0	649,000	2,543,000
Subtotal Audit/Federal Compliance	7.0	1,190,000	2,543,000

This request includes two elements.

UTA is consolidating grant functions for all grant programs at UTA. This will streamline the grant planning, acquisition, management, and administration functions and will create efficiencies between programs. Grant management is currently dispersed across the organization resulting in inefficiencies. The Bipartisan Infrastructure Law includes significant opportunities for new funding. This new organization will better position UTA for success in grant acquisition and management

An internal audit identified a need to improve non-revenue fleet management and oversight. A contract has been executed to develop a Fleet Management Action Plan to respond to the audit findings and improve oversight of the non-revenue fleet. The plan will be completed early next year and an implementation plan based on the recommendations will be brought to the Board for approval to implement.



Agency Requests

2023 Agency Requests

Budget Request	FTE	Total Cost	Cumulative Cost
HR Director	1.0	197,000	2,740,000
SGR/Go Team Coordinator	1.0	106,000	2,846,000
Workforce Strategy	1.0	192,000	3,038,000
Data Governance	2.0	500,000	3,538,000
Reducing UTA's IT Risk		150,000	3,688,000
Operations Chief of Staff	1.0	162,000	3,850,000
Hiring Contra		(250,000)	3,600,000
Transit Connection Program/Resource Liason	3.0	746,000	4,346,000
Subtotal 2023 Agency Requests	9.0	1,803,000	4,346,000

This \$1.8 million package of requests includes funding to improve oversight of human relations in the People Office, an Operations Chief of Staff to support the administrative functions of Operations, and a dedicated FTE to support planning and on-the-ground support during major state of good repair and other scheduled service interruptions.

The request also includes funding to enhance UTA's data governance and support the introduction of new tools that will allow UTA to become more data driven. Funding is also included for Information Technology to improve UTA's cyber risk profile.

Funding is also included for a Transit Connection Program to foster improved customer experience and compassionately address unhoused individuals touching UTA's system

Additional funding and one new staff is requested to enhance recruitment development at UTA.

A hiring contra is included that envisions hiring for new positions will not be complete until the end of the first quarter for these positions.



Capital Position Requests

UTA approves all headcount in the Operating budget request. Capital staff will charge to the capital program through a reimbursable process. Funding for these 9 positions include start up costs only (computer, supplies, office space, etc.).

2023 Capital Positions

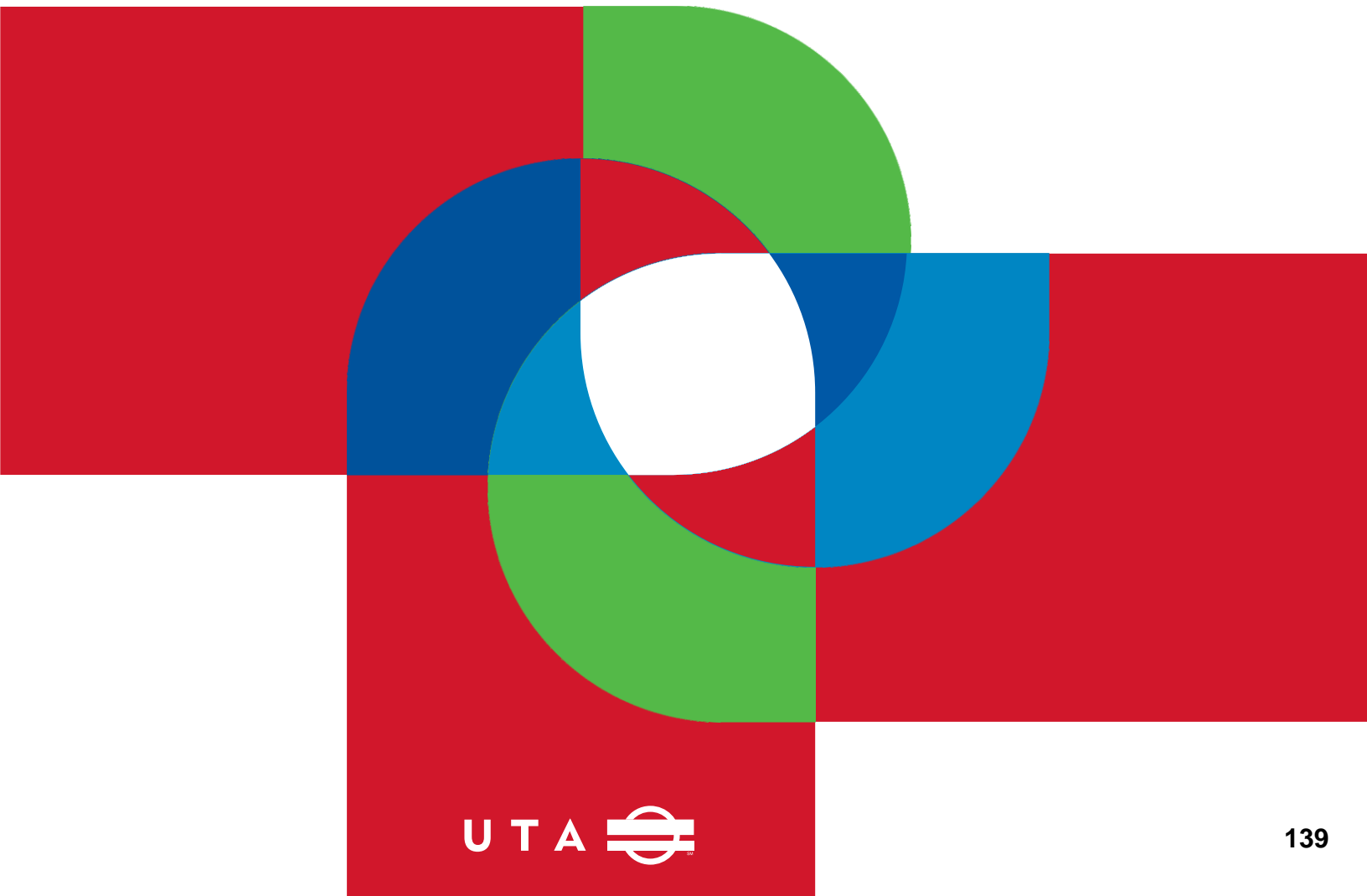
	<i>FTE</i>	<i>Total Cost</i>	<i>Cumulative Cost</i>
Rail Infrastructure PM	1.0	12,000	4,358,000
Rail Vehicle Procurement PM	1.0	12,000	4,370,000
Video Security Tech (Security)	1.0	12,000	4,382,000
Ops Capital support (Rail Sustainability)	6.0	72,000	4,454,000
Subtotal Capital	9.0	108,000	4,454,000

The table below quantifies the ongoing costs that will be incurred by the capital program associated with these nine positions.

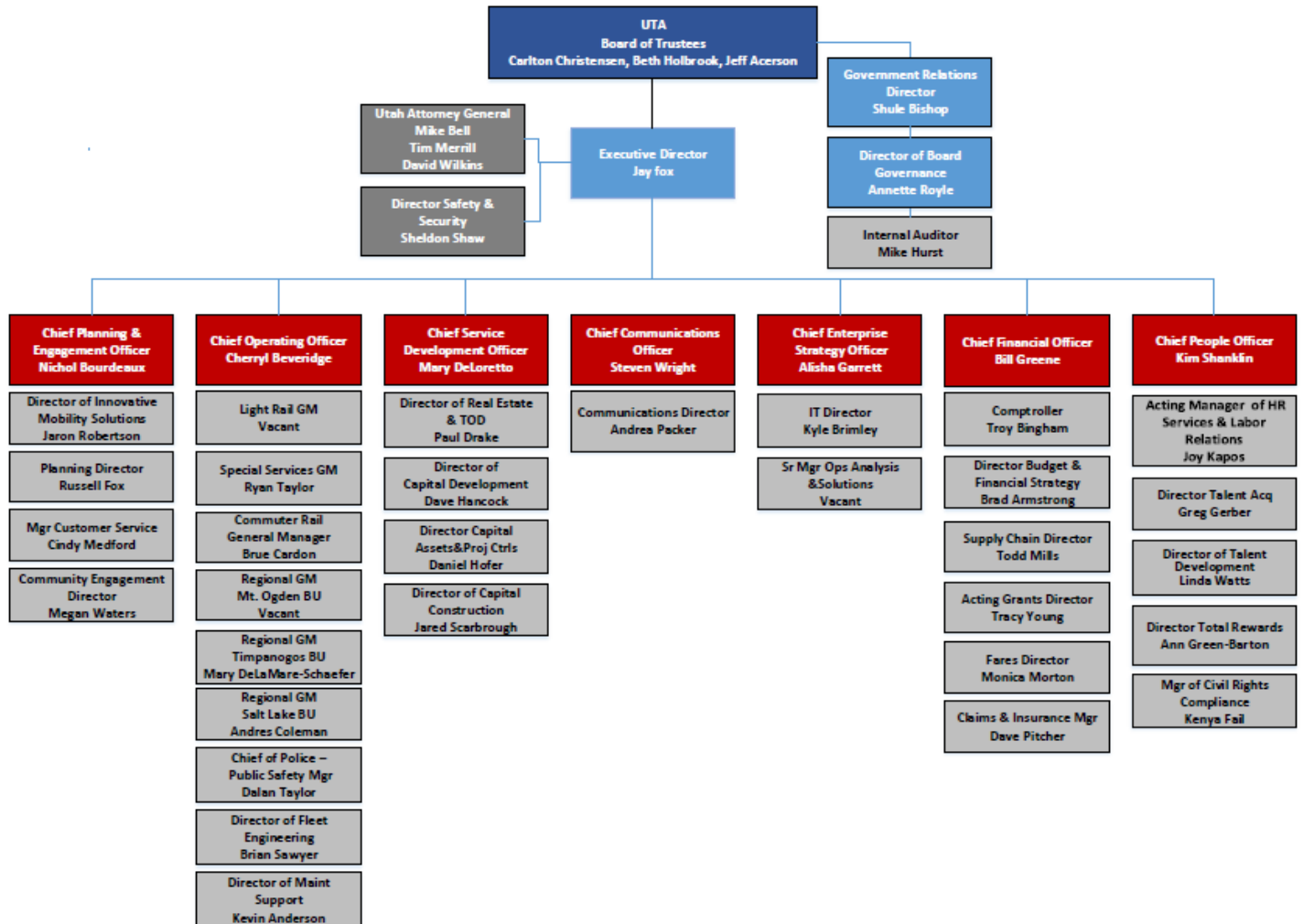
Job Title	FTE	2023 Costs
SERVICE DEVELOPMENT		
Rail Vehicle Procurement PM	1.0	\$165,000
Rail Infrastructure PM	1.0	\$165,000
FLEET ENGINEERING		
Journeyist	1.0	\$105,000
Rail Project Adm	1.0	\$ 91,000
Bus Project Adm	1.0	\$ 91,000
Technical Writer	1.0	\$ 75,000
Quality Assurance Adm	2.0	\$181,000
Total	6.0	\$543,000
SECURITY		
Surveillance Tech	1.0	\$73,000



Departmental Information

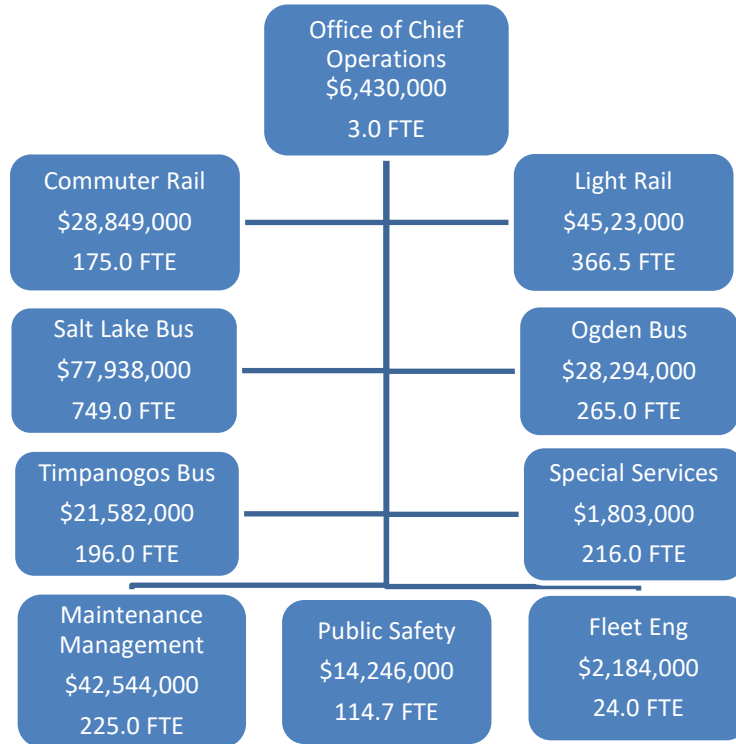


Proposed Org Chart – 2023



2023 Operating Budget by Office, Cost Center, Category & FTE

Operations



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

- *Office of the Chief.* Provides oversight, direction, and leadership for Operations.
- *Modal Offices.* Operate buses (3 business units), light rail, commuter rail, vanpool, and special services across the UTA service area in a safe and efficient manner.
- *Maintenance Management.* Maintain the buses, rail cars and rail right of way to allow the safe and comfortable operation of services to UTA’s customers.
- *Public Safety.* UTA has an internal police department focused on keeping our community, our riders, and our employees safe. Our police also engage in community service and support our local authorities.
- *Fleet Engineering.* Assists in fleet acquisition and maintenance across all modes.



2023 Operations Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
COO Office*	\$18,623,000	\$22,860,000	\$4,237,000
Maintenance Mgt	40,954,000	42,544,000	1,590,000
Salt Lake Bus	71,543,000	77,938,000	6,395,000
Mt. Ogden Bus	26,328,000	28,294,000	1,966,000
Timpanogos Bus	19,026,000	21,582,000	2,556,000
Special Services	30,012,000	31,803,000	1,879,000
Light Rail	42,031,000	45,238,000	3,207,000
Commuter Rail	27,142,000	28,849,000	1,707,000
Totals	\$274,918,000	\$298,456,000	\$23,538,000

**Includes Public Safety and Fleet Engineering*



2023 Operations Budget Changes

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 275,658	\$ (4,023)	\$ 5	\$ 2,945	\$ 7,007	\$ 7,183	\$ 288,776	\$ 500	\$ 9,180	\$ 298,456

Summary of 2023 budget changes

- Added 55 Headcount
- Increased cost over 2022 baseline \$9,180,000
- See business units/modes for detail

2023 Proposed Operations Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$135,736,000	\$145,364,000	8.6%
Fringe	68,686,000	76,519,000	11.4%
Services	12,335,000	11,598,000	-6.0%
Fuel/Power	27,231,000	31,012,000	13.9%
Parts	22,499,000	23,114,000	2.7%
Utilities	5,341,000	5,108,000	-4.4%
Non-Departmental	2,805,000	5,876,000	109.5%
Other O&M	7,832,000	8,547,000	9.1%
Capitalized Costs	(7,757,000)	(8,919,000)	15.0%
Totals	\$274,918,000	\$298,456,000	8.6%

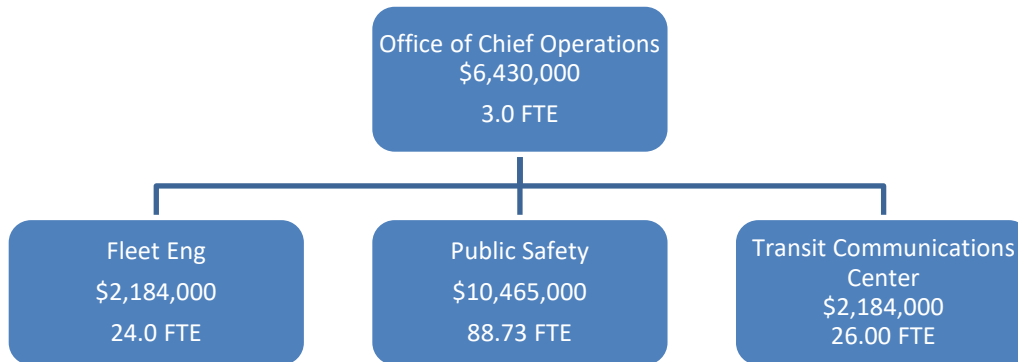


Operations FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
COO Office	4.00	3.00	(1.00)
Public Safety	114.73	114.73	-
Fleet Engineering	19.00	24.00	5.00
Maintenance Mgt	225.00	225.00	-
Salt Lake Bus	737.00	749.00	12.00
Mt. Ogden Bus	255.00	265.00	10.00
Timpanogos Bus	182.00	196.00	14.00
Special Services	214.00	216.00	2.00
Light Rail	353.50	366.50	13.00
Commuter Rail	175.00	175.00	-
Totals	2,279.23	2,334.23	55.00



COO Office



2023 Proposed COO Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
COO Office	\$ 3,868,000	\$ 6,430,000	\$ 2,562,000
Transit Communications Center	2,090,000	2,185,000	95,000
Public Safety	10,465,000	12,061,000	1,596,000
Fleet Engineering	2,199,000	2,184,000	(15,000)
Totals	\$ 18,623,000	\$ 22,860,000	\$ 4,238,000



2023 Proposed COO Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$ 9,654,000	\$ 11,282,000	16.9%
Fringe	4,979,000	5,290,000	6.2%
Services	104,000	245,000	135.6%
Fuel/Power	234,000	255,000	9.0%
Utilities	154,000	153,000	-0.6%
Other O&M	3,822,000	6,531,000	70.9%
Supplies	11,000	13,000	18.2%
Capitalized Costs	(334,000)	(908,000)	171.9%
Totals	\$ 18,623,000	\$ 22,860,000	22.8%

COO FTE Summary: 2023 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
COO Office	4.00	3.00	(1.00)
Transit Communications Center	26.00	26.00	-
Public Safety	88.73	88.73	-
Fleet Engineering	19.00	24.00	5.00
Totals	137.73	141.73	4.00



Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 18,623	\$ (3,326)	\$ -	\$ -	\$ 626	\$ 2,010	\$ 17,933	\$ 500	\$ 4,427	\$ 22,860

One-time expenses:

COO Operating Contingencies: \$3.3 million

Other Increases:

Police Compensation Increase: \$1.6 million

Employee Engagement Transfer from People: \$0.4 million

2022 Carry Forward:

COO Service Contingency: \$0.5 million

2023 Additions:

Unhoused People Strategy: \$0.1 million Police

Operations: Chief of Staff and Rail Sustainability positions: \$0.2 million

Operations Contingency:

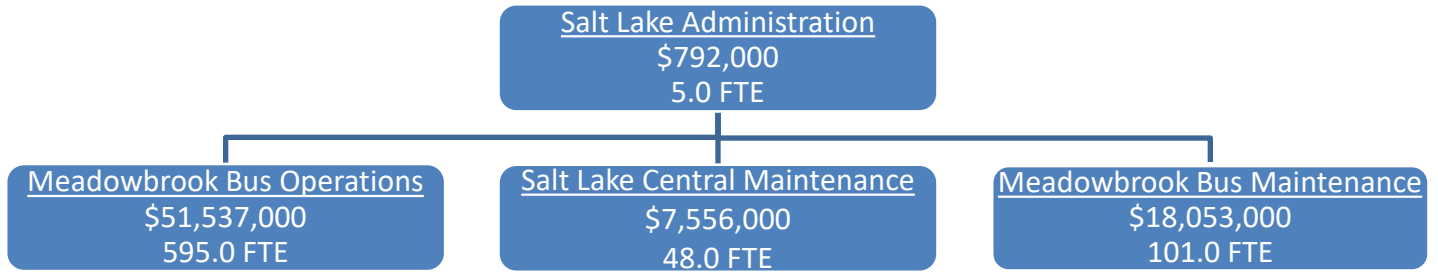
Supervisor ratios: \$1.6 million

Ogden Local Service: \$1.9 million

2024 Ramp Hiring: \$1.5 million



Salt Lake Service Unit



2023 Proposed Salt Lake Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Salt Lake Administration	\$981,000	\$792,000	\$(189,000)
Salt Lake Operations	47,809,000	51,537,000	3,728,000
Salt Lake Maintenance	22,753,000	25,609,000	2,856,000
Totals	\$71,543,000	\$77,938,000	\$6,395,000

2023 Proposed Salt Lake Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$41,199,000	\$42,810,000	6.5%
Fringe	21,269,000	25,532,000	10.6%
Services	393,000	150,000	-61.8%
Fuel/Power	5,601,000	7,006,000	25.1%
Parts	2,781,000	3,013,000	8.3%
Other O&M	1,300,000	1,427,000	9.8%
Totals	\$71,543,000	\$77,938,000	8.9%



Salt Lake FTE Summary: 2023 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Salt Lake Administration	6.00	5.00	-1.00
Salt Lake Operations	582.00	595.00	13.00
Salt Lake Maintenance	149.00	149.00	-
Totals	737.00	749.00	12.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2022 Carry Forward	2023 Additions	2023 Base	
\$ 71,777	\$ (223)	\$ -	\$ 1,562	\$ 2,094	\$ 1,163	\$ 76,373	\$ -	\$ 1,565	\$77,938

One-time expenses:

Bus Camera Moves to Security: \$0.2 million

Service Changes:

Salt Lake County Service Annualized Changes: \$1.4 million

MLK Day Observation: \$0.1 million

Other Increases:

Fuel Increases: \$1.0 million

Parts Increases: \$0.1 million

Other materials and services increases: \$0.1 million

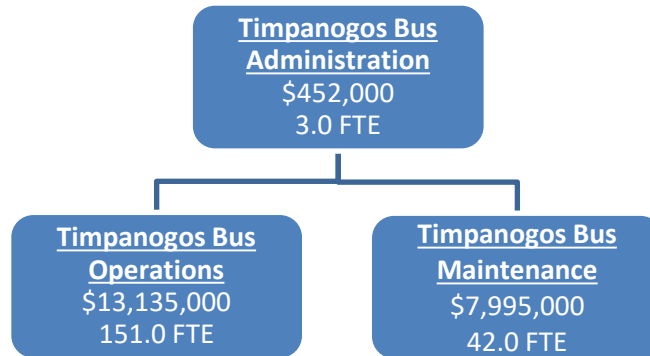
2023 Additions:

Salt Lake Extra Board: \$0.9 million

Additional Service Request: \$0.7 million



Timpanogos Service Unit



2023 Proposed Timpanogos Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Timp Administration	\$494,000	\$452,000	\$(42,000)
Timp Operations	11,335,000	13,134,000	1,799,000
Timp Maintenance	7,197,000	7,995,000	798,000
Totals	\$19,026,000	\$21,582,000	\$2,556,000

2023 Proposed Timpanogos Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$10,279,000	\$11,417,000	11.10%
Fringe	5,357,000	5,289,058	15.90%
Services	122,000	121,809	-51.60%
Fuel	2,088,000	1,927,445	24.50%
Parts	915,000	925,922	15.80%
Utilities	16,000	14,000	-12.50%
Other O&M	249,000	285,000	14.50%
Totals	\$19,026,000	\$21,582,000	13.40%



Timpanogos FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Timp Administration	3.00	3.00	-
Timp Operations	137.00	151.00	14.00
Timp Maintenance	42.00	42.00	-
Totals	182.00	196.00	14.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2022 Carry Forward	2023 Additions		
\$ 19,026	\$ (62)	\$ -	\$ 865	\$ 502	\$ 381	\$ 20,712	\$ -	\$ 870	\$ 21,582

One-time expenses:

Bus Camera Moves to Security: \$0.1 million

Service Changes:

Timpanogos Annualized Service: \$0.8 million

MLK Day Observation: \$0.1 million

Other Increases:

Fuel Increases: \$0.3 million

Parts Increases: \$0.1 million

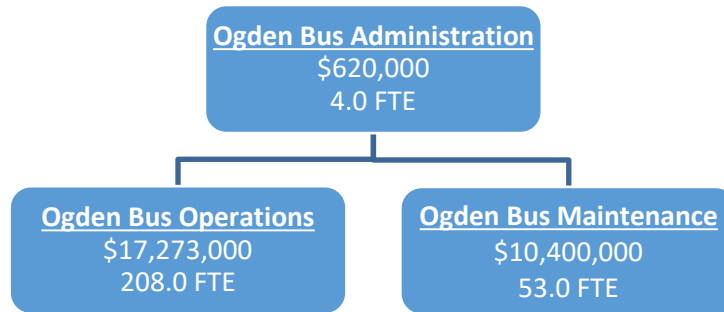
2023 Additions:

Timp Extra Board: \$0.3 million

Additional service adds: \$0.5 million



Ogden Service Unit



2023 Proposed Mt. Ogden Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Ogden Administration	\$648,000	\$620,000	\$(28,000)
Ogden Operations	16,374,000	17,273,000	899,000
Ogden Maintenance	9,306,000	10,400,000	1,094,000
Totals	\$26,328,000	\$28,294,000	\$1,966,000

2023 Proposed Mt. Ogden Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$14,265,000	\$14,963,000	4.9%
Fringe	7,428,000	8,204,000	10.4%
Services	191,000	126,000	-34.0%
Fuel	2,720,000	3,105,000	14.2%
Parts	1,312,000	1,336,000	1.8%
Utilities	15,000	15,000	0.0%
Other O&M	398,000	544,000	36.7%
Totals	\$26,328,000	\$28,294,000	7.5%



Mt. Ogden FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Ogden Administration	4.00	4.00	-
Ogden Operations	200.00	208.00	8.00
Ogden Maintenance	51.00	53.00	2.00
Totals	255.00	265.00	10.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	
\$ 26,094	\$ (297)	\$ -	\$ 354	\$ 660	\$ 490	\$ 27,300	\$ -	\$ 993	\$ 28,294

One-time expenses:

Bus Camera Moves to Security: \$0.1 million
OGX Start up costs \$0.2 million

Service Changes:

OGX annualized service: \$0.3 million
MLK Day Observation: \$0.1 million

Other Increases:

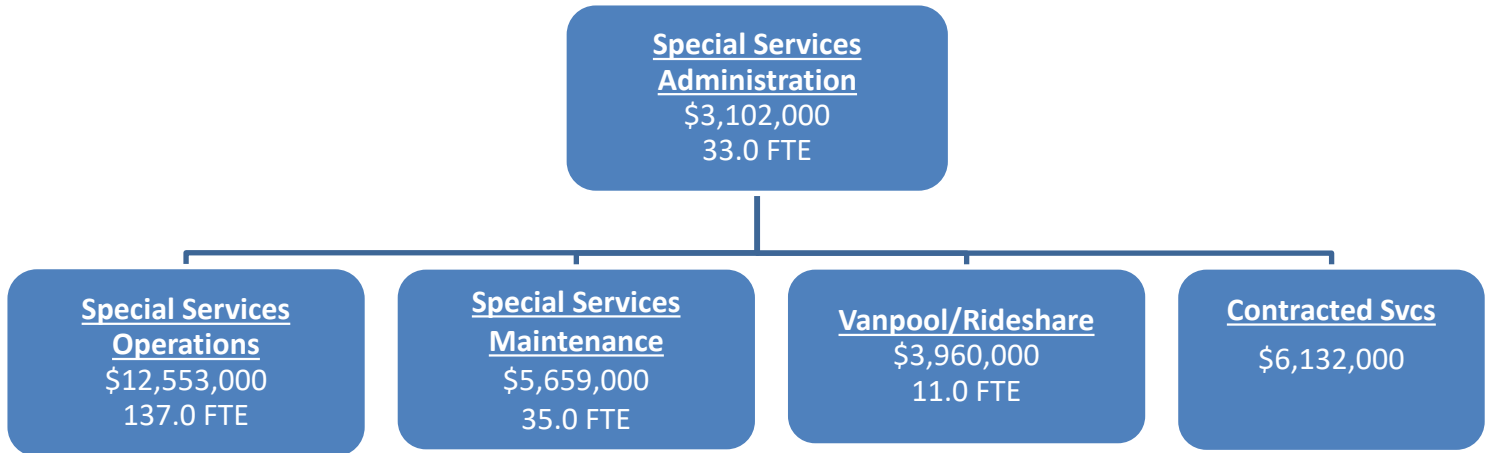
Fuel Increases: \$0.4 million
Parts Increases: \$0.1 million
Other materials and services increases: \$0.1 million

2023 Additions:

Ogden OGX Launch: \$0.9 million
Other small offsets



Special Services Service Unit



2023 Proposed Special Services Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Special Svcs Administration	\$2,269,000	\$3,102,000	\$833,000
Special Svcs Operations	11,640,000	12,553,000	913,000
Special Svcs Maintenance	5,393,000	5,659,000	266,000
Vanpool/Rideshare	3,794,000	3,960,000	166,000
Contracted Services	6,174,000	6,132,000	(298,000)
Totals	\$29,271,000	\$31,150,000	\$1,879,000



2023 Proposed Special Services Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$11,905,000	\$13,014,000	9.3%
Fringe	6,154,000	7,066,000	14.8%
Services	6,515,000	6,051,000	-7.1%
Fuel	2,866,000	3,133,000	9.3%
Parts	458,000	445,000	-2.8%
Other O&M	1,346,000	1,420,041	5.3%
Totals	\$29,271,000	\$31,150,00	6.4%

Special Services FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Special Services Administration	26.00	33.00	7.00
Special Services Operations	142.00	137.00	-5.00
Special Services Maintenance	35.00	35.00	-
Vanpool/Rideshare	11.0	11.0	0.0
Totals	214.00	216.00	2.00



Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	
\$ 30,012	\$ (100)	\$ -	\$ 67	\$ 686	\$ 193	\$ 30,857	\$ -	\$ 344	\$ 31,201

One-time expenses:

Vanpool GPS hardware and IT items: \$0.1 million

Service Changes:

South SL County service adjustments \$0.1 million

Other Increases:

Fuel Increases: \$0.5 million

Parts Increases: \$0.2 million

Other materials and services increases: \$0.2 million

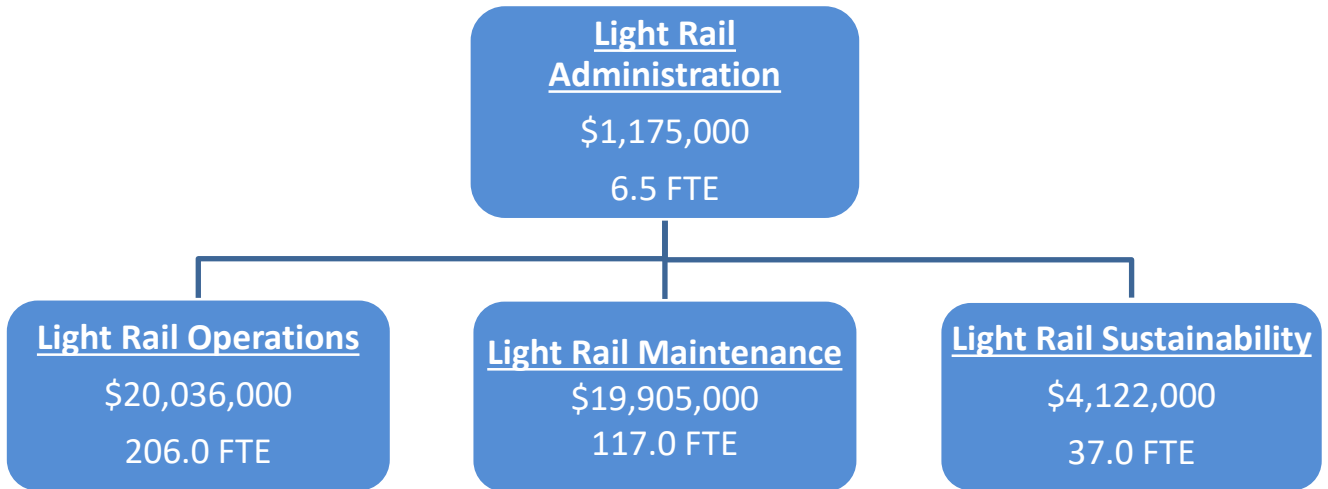
Transfer of Grants Team to Finance: -\$0.7 million

2023 Additions:

Small Service adjustments: \$0.3 million



Light Rail Service Unit



2023 Proposed Light Rail Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Light Rail Administration	\$1,137,000	\$1,175,000	\$38,000
Light Rail Operations	18,810,000	20,036,000	1,226,000
Light Rail Maintenance	18,157,000	19,905,000	1,748,000
Light Rail Sustainability	3,926,000	4,122,000	196,000
Totals	\$42,031,000	\$45,238,000	\$3,207,000



2023 Proposed Light Rail Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$23,237,000	\$24,557,000	5.7%
Fringe	11,355,000	12,487,000	10.0%
Services	1,245,000	1,355,000	8.8%
Fuel/Power	74,000	121,000	63.5%
Parts	11,469,000	12,337,000	7.6%
Other O&M	1,468,000	1,738,000	18.4%
Capitalized Costs	(6,818,000)	(7,357,000)	7.9%
Totals	\$40,775,968	\$41,751,166	7.6%

Light Rail FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Light Rail Administrative	6.50	6.50	-
Light Rail Operations	196.00	206.00	10.00
Light Rail Maintenance	116.0	117.0	1.00
Rail Sustainability	35.0	37.0	-
Totals	353.00	366.50	13.00



Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 42,031	\$ -	\$ 5	\$ 72	\$ 1,116	\$ 913	\$ 44,136	\$ -	\$ 1,101	\$ 45,238

Staffing Changes:

Impact of capitalized Rail Sustainability position transferred from Warehouse

Service Changes:

MLK Day Observation: \$0.1 million

Other Increases:

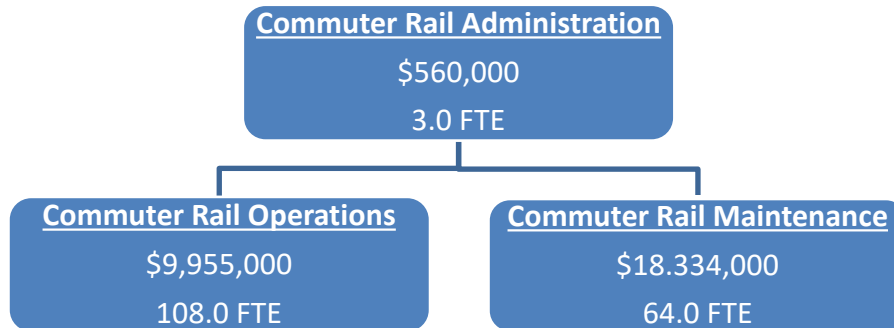
Fuel Increases: \$0.1 million
Parts Increases: \$0.8 million

2023 Additions:

Trax Saturday Service: \$0.8 million
Rail Sustainability hiring: \$0.1 million
Other small items



Commuter Rail Service Unit



2023 Proposed Commuter Rail Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Com. Rail Administration	\$538,000	\$560,000	\$22,000
Com. Rail Operations	9,074,000	9,955,000	881,000
Com. Rail Maintenance	17,531,000	18,334,000	803,000
Totals	\$27,142,000	\$28,849,000	\$1,707,000

2023 Proposed Commuter Rail Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$10,727,000	\$11,170,000	4.1%
Fringe	4,922,000	5,568,000	13.1%
Services	809,000	466,000	-42.4%
Fuel	6,704,000	7,672,000	14.4%
Parts	3,657,000	3,328,000	-9.0%
Other O&M	723,000	1,146,000	58.5%
Capitalized Costs	(400,000)	(500,000)	-25.0%
Totals	\$27,142,000	\$28,849,000	6.3%



Commuter Rail FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Com. Rail Operations	108.00	108.00	-
Com. Rail Maintenance	64.00	64.00	-
Com. Administrative	3.00	3.00	-
Totals	175.00	175.00	-

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	
\$ 27,142	\$ -	\$ -	\$ 76	\$ 536	\$ 1,369	\$ 29,123	\$ -	\$ (274)	\$ 28,849

Service Changes:

MLK Day Observation: \$0.1 million

2023 Changes:

Revamp parts and fuel estimates -\$0.3 million

Other Increases:

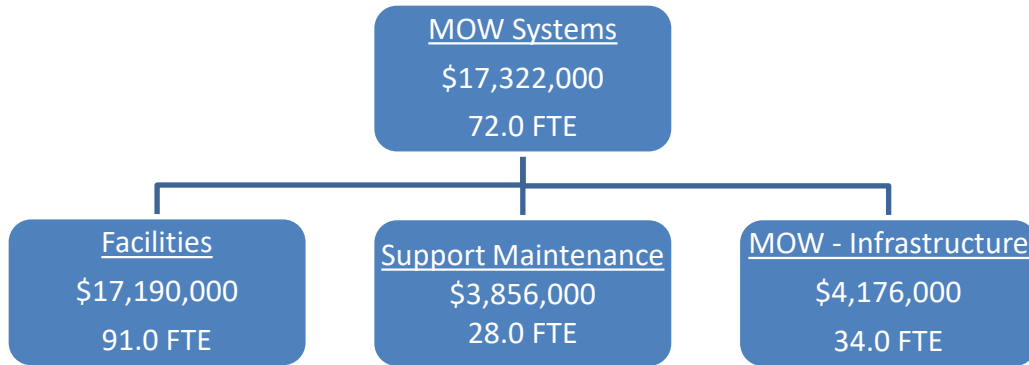
Fuel Increases: \$1.0 million

Parts Increases: \$0.2 million

Other materials and services increases: \$0.2 million



Maintenance Management Service Unit



2023 Proposed Maintenance Management Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Support Maintenance	\$4,221,000	\$3,856,000	\$(365,000)
Facilities	16,083,000	17,190,000	1,107,000
MOW - Systems	16,989,000	17,322,000	333,000
MOW - Infrastructure	3,660,000	4,176,338	516,000
Totals	\$40,954,000	\$42,544,000	\$1,590,000



2023 Proposed Maintenance Management Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$15,470,000	\$16,151,000	4.4%
Fringe	7,222,000	8,176,000	13.2%
Services	2,955,000	3,147,000	6.5%
Fuel	6,943,000	7,121,000	2.6%
Parts	1,908,000	1,594,000	-16.5%
Utilities	4,961,000	4,433,000	-10.6%
Other O&M	1,701,000	2,028,000	19.2%
Capitalized Costs	(205,000)	(105,000)	-48.8%
Totals	\$40,954,000	\$42,544,000	3.9%

Maintenance Management FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Support Maintenance	28.00	28.00	-
Facilities	91.00	91.00	-
MOW Systems	72.00	72.00	-
MOW Infrastructure	34.00	34.00	-
Totals	225.00	225.00	-



Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 40,954	\$ (15)	\$ -	\$ -	\$ 788	\$ 666	\$ 42,392	\$ -	\$ 152	\$ 42,544

One-time expenses:

Small one-time items

2023 Additions:

Small service adjustment items

Other Increases:

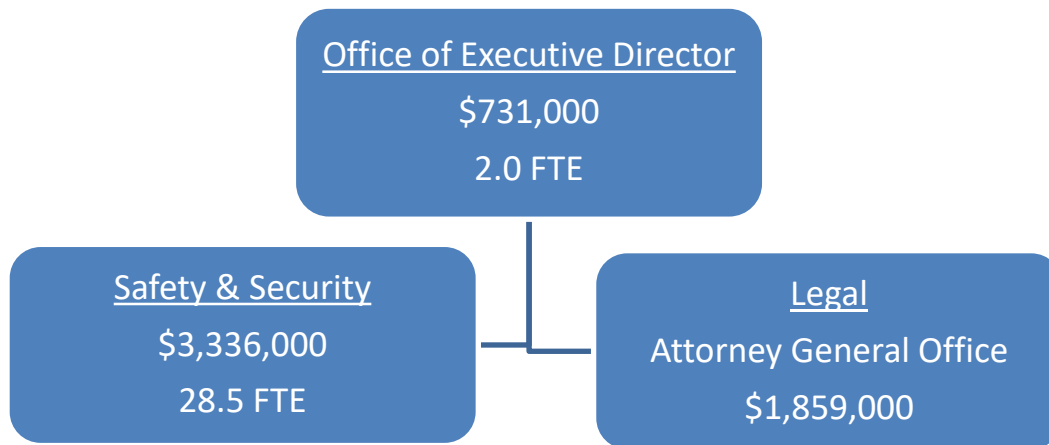
Fuel Increases: \$0.1 million

Parts Increases: \$0.1 million

Other materials and services increases: \$0.5 million



Executive Director



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

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

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

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

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



2023 Executive Director Operating Budget Expenses by Division

Category	2022 Budget	2023 Proposed Budget	Change
Executive Director	\$754,000	\$731,000	\$(23,000)
Legal	1,859,000	1,859,000	0,000
Safety & Security	2,495,000	3,336,000	841,000
Total Division	\$5,108,000	\$5,926,000	\$818,000

2023 Executive Director Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$1,809,000	\$1,954,000	8.0%
Fringe	778,000	889,000	14.3%
Services	2,437,000	3,038,000	24.7%
Other O&M	247,000	264,000	6.9%
Capitalized Cost	(162,000)	(220,000)	35.8%
Total Group	\$5,108,000	\$5,926,000	16.0%

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

	FY 2022 Budget	FY 2023 Budget	Change
Non-Departmental	\$1,000,000	\$1,000,000	0.0%



Executive Director FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Executive Director	2.00	2.00	-
Legal	0.00	0.00	-
Safety & Security	26.50	28.50	2.00
Totals	28.50	30.50	2.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 6,108	\$ (1,124)	\$ -	\$ -	\$ 172	\$ 780	\$ 5,936	\$ 1,000	\$ (11)	\$ 6,926

One-time expenses:

Executive Director Contingency: \$1.0 million
Marketing Consulting: \$0.1 million

Other Increases:

Bus Video Consolidation: \$0.7 million
Other Services/Supplies Increases: \$0.1 million

2022 Carry Forward:

Executive Director Contingency: \$1.0 million

2023 Changes:

Reductions in miscellaneous areas



Communication

**Office of
Communication**
 \$3,943,000
 15.0 FTE

This new Office was created in 2022 and moved from the Executive Director’s budget. The new Office will focus on enhancing UTA’s digital media presence including social media and analytics, improving strategic communications, developing and implementing a UTA Brand strategy, and generally improving all UTA communications activities.

2023 Communication Operating Budget Expenses by Division

Category	2022 Budget	2023 Proposed Budget	Change
Office of Communication & Marketing	3,382,000	3,943,000	561,000
Total Division	\$3,382,000	\$3,943,000	\$561,000

2023 Communication Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$1,111,000	\$1,373,000	23.6%
Fringe	446,000	608,000	36.3%
Services	1,025,000	1,025,000	0.0%
Other O&M	800,000	937,000	17.1%
Total Group	\$3,382,000	3,943,000	16.6%



2023 Communication FTE Summary:

	2022 Budget	2023 Proposed	Change
Communications & Marketing	13.00	15.00	2.00
Totals	13.00	15.00	2.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 3,382	\$ -	\$ 210	\$ -	\$ 42	\$ 100	\$ 3,733	\$ -	\$ 210	\$ 3,943

One-time expenses:

See Exec Dir

Other Increases:

Inflation adjustments for contract services and other items

Staffing Changes:

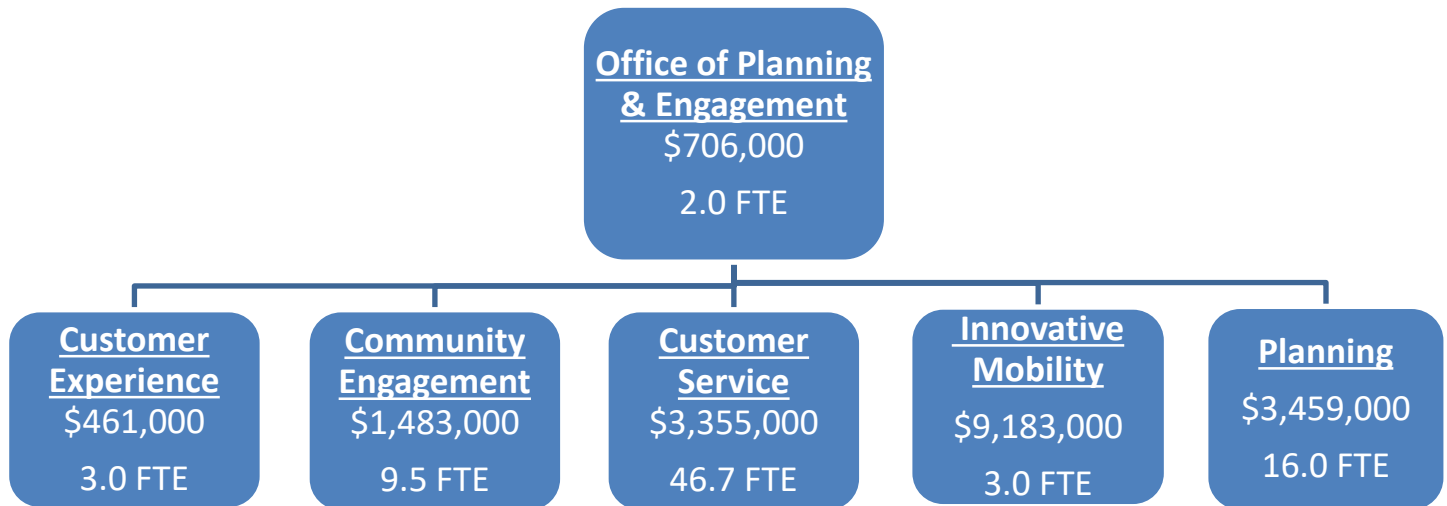
New Chief Communications Officer

2023 Additions:

Additional staffing costs/reorganization
New Executive start up expense



Planning & Engagement



This Office supports UTA’s planning and community engagement efforts focused on customer service, customer experience and providing innovative mobility solutions.

UTA Planning & Engagement provides the following to make the UTA System work:

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



2023 Proposed Planning & Engagement Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Chief Planning & Engagement	\$1,234,000	\$706,000	\$(528,000)
Service Planning	1,077,000	1,099,000	22,000
Planning	1,710,000	2,360,000	650,000
Community Engagement	516,000	1,483,000	967,000
Customer Experience	430,000	461,000	31,000
Customer Service	3,186,000	3,355,000	169,000
Innovative Mobility	6,731,000	9,183,000	2,452,000
Totals	\$14,884,000	\$18,648,000	\$3,764,000

2023 Proposed Planning & Engagement Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$4,227,000	\$4,719,000	11.6%
Fringe	1,970,000	2,281,000	15.8%
Services	7,492,000	10,765,000	43.7%
Fuel	159,000	305,000	91.8%
Other O&M	1,036,000	578,000	-44.2%
Totals	\$14,884,000	\$18,648,000	25.3%



Planning & Engagement FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Planning & Engagement	3.00	2.00	-1.00
Service Planning	7.50	8.50	1.00
Planning	7.00	7.50	0.50
Community Engagement	3.00	9.50	6.50
Customer Experience	3.00	3.00	-
Customer Service	46.70	46.70	-
Innovative Mobility	3.00	3.00	-
Totals	73.22	80.22	7.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2022 Carry Forward	2023 Additions	2023 Budget Request	
\$ 14,884	\$ (1,143)	\$ 190	\$ 1,900	\$ 292	\$ 881	\$ 17,004	\$ 50	\$ 1,594	\$ 18,648

One-time expenses:

Other software related items: \$0.1 million
 Completed Studies: \$0.2 million
 Reduced Microtransit Service Contingencies: \$0.4 million
 Microtransit misc one-time expense: \$0.3 million
 Move of expense to capital programs: \$0.1 million

Staffing Changes:

Move of Travel Trainers from Special Services: \$0.2 million

Service Changes:

Microtransit Annualized Changes: \$1.9 million

Other Increases:

Other materials and services increases: \$0.5 million
 Additional committed study expense: \$0.4 million

2022 Carry Forward:

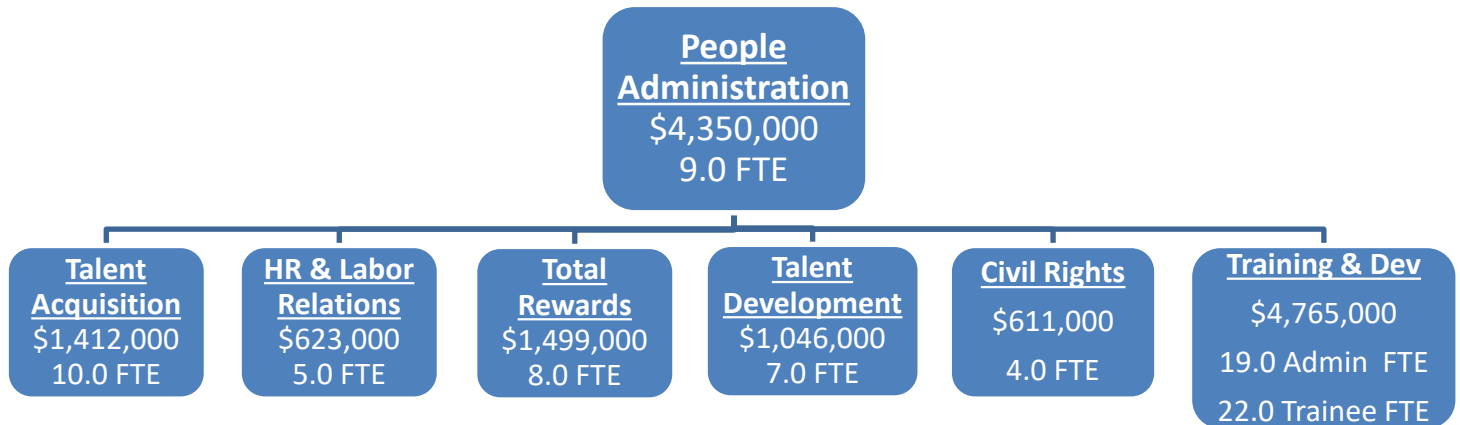
Finish Long Range Transit Plan: \$0.1 million

2023 Additions:

Microtransit Service: \$0.5 million
 Unhoused People Strategy: \$0.6 million CPE
 Ridership survey \$0.4 million
 GoTeam Coordinator \$0.1 million



People



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

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

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



2023 Proposed People Office Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Chief People Officer	1,950,000	\$4,350,000	\$2,400,000
Talent Acquisition	1,506,000	1,412,000	(94,000)
Talent Development	912,000	1,046,000	134,000
HR Services & Labor Relations	735,000	623,000	(112,000)
Training & Development	8,523,000	4,764,608	(3,758,000)
Civil Rights	602,000	611,000	9,000
Total Rewards	1,251,000	1,499,000	248,000
Totals	\$15,479,000	\$14,307,000	\$(1,172,000)

2023 Proposed People Office Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$5,286,000	\$5,683,000	7.5%
Fringe	2,324,000	2,489,000	7.1%
Services	1,598,000	2,507,000	56.9%
Other O&M	6,272,000	3,629,000	-42.4%
Totals	\$15,479,000	\$14,307,000	-7.6%



People FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Chief People Officer	8.00	9.00	1.00
Talent Acquisition	9.00	10.00	1.00
Talent Development	5.00	7.00	2.00
Training & Development	45.00	41.00	-4.00
HR & LR	6.00	5.00	-1.00
Civil Rights	4.00	4.00	0.00
Total Rewards	7.00	8.00	1.00
Totals	84.00	84.00	-

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2022 Carry Forward	2023 Additions		
\$ 15,479	\$ (5,626)	\$ 118	\$ -	\$ 340	\$ 77	\$ 10,387	\$ 1,563	\$ 2,357	\$ 14,307

One-time expenses:

Apprenticeship program \$4.6 million
 Employee Engagement Transfer to Operations: \$0.4 million
 Other service and consulting: \$0.6 million

Staffing Changes:

MOW Trainer: \$0.1 million

Other Increases:

Other materials and services increases: \$0.1 million

2022 Carry Forward:

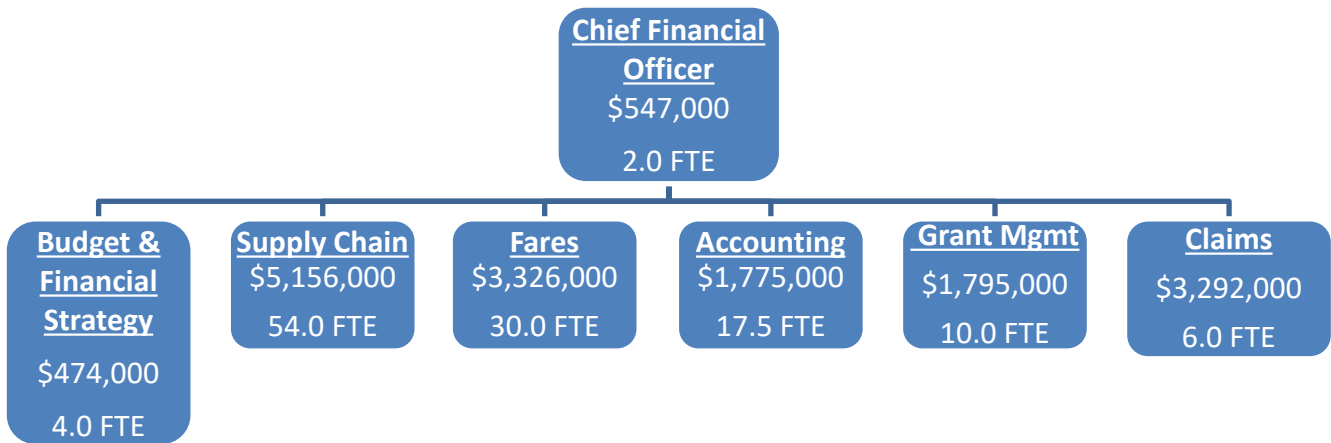
Apprenticeship program: \$1.5 million
 Finishing 2022 Budgeted Contract services: \$0.1 million

2023 Additions:

HR Director and Strategy 2.0 FTE: \$0.3 million
 Additional resources for Extra Board/Trainees: \$0.3 million
 Operational Contingencies: \$1.9 million



Finance



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

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

- *Budget and Financial Strategy.* Responsible for financial analysis, forecasting and planning, budget development, management, and monitoring/reporting on budget execution.
- *Accounting.* Manages payroll operations, accounts payable, accounts receivable, and financial reporting. Accounting is also the owner of the Enterprise Resource Planning system (ERP) – the financial system of record for the agency.
- *Fares.* Responsible for fare policy development, fare reporting and analysis, program administration of contract fares and all activities related to public fares including fare revenue collections and operations. Responsible for repairing, maintaining, and keeping all fare collection machines in proper working order and a state of good repair.
- *Supply Chain.* Supply Chain manages procurement, contracting, inventory, warranty claims, shipping & receiving, central warehouse operations and production control processes in support of TRAX, FrontRunner, and all administrative functions.
- *Claims and Insurance.* Manages risk and exposure for the agency. The Department manages all UTA claims and insurance programs including property damage, workers compensation, Personal Injury Protection and oversees capital development project insurance programs.
- *Grant Management.* The 2023 Operating Budget consolidates all grant functions at UTA in Finance. This includes the Program Grant section formerly housed in Service Development and the 5310 Mobility Management section formerly housed in Operations. Grant Strategy, Acquisition, Management and Administration is now consolidated in Finance.



2023 Proposed Finance Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
CFO	\$549,000	\$595,000	\$46,000
Grant Management	741,000	1,634,000	893,000
Supply Chain	5,170,000	5,337,000	167,000
Claims & Insurance	3,292,000	3,500,000	208,000
Fares	3,327,000	3,547,000	(39,000)
Accounting	1,770,000	2,067,000	297,000
Budget	528,000	516,000	12,000
Totals	\$15,376,000	\$17,195,000	\$1,819,000

2023 Proposed Finance Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$7,876,000	\$8,623,000	9.5%
Fringe	3,672,000	4,111,000	12.0%
Services	871,000	1,045,000	20.0%
Insurance	2,500,000	2,792,000	11.7%
Other O&M	994,000	1,106,000	11.3%
Capitalized Expense	(537,000)	(482,000)	-10.2%
Totals	\$15,376,000	\$17,195,000	11.8%



Finance FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
CFO	2.00	2.00	-
Grant Management	7.00	10.00	3.00
Claims & Insurance	7.00	6.00	-1.00
Budget & Financial Strategy	4.00	4.00	0.00
Accounting	16.50	17.50	1.00
Supply Chain	54.0	54.0	-
Fares	30.0	30.00	-
Totals	120.45	123.45	3.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 14,636	\$ (116)	\$ (95)	\$ -	\$ 455	\$ 952	\$ 15,831	\$ -	\$ 1,364	\$17,195

One-time expenses:

Procurement Software move to IT: \$0.1 million

Staffing Changes:

Move of Paralegal to CES from Insure and Claims: \$0.1 million decrease

Other Increases:

Other materials and services increases: \$0.2 million

Transfer of Grants Team from Special Services: \$0.8 million

2023 Additions:

New Grants Organization and transfers \$0.9 million

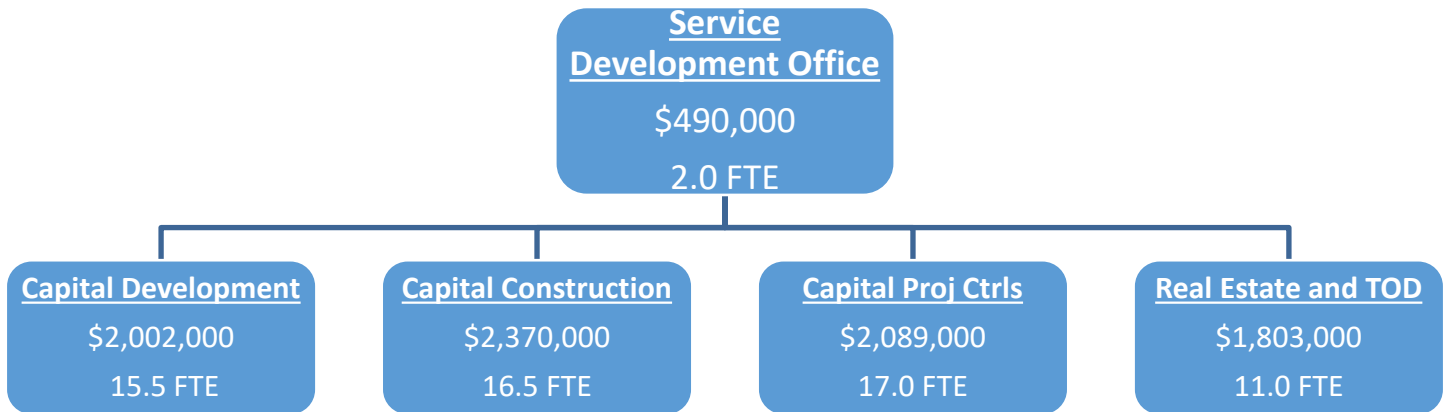
Increased insurance premiums \$0.2 million

Additional fares fees and expenses: \$0.2 million

Financial reporting fees \$0.1 million



Service Development



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

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

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



2023 Proposed Service Development Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
CSDO Office	\$492,000	\$490,000	\$(2,000)
Capital Development	2,155,000	2,002,000	(153,000)
Capital Construction	2,255,000	2,370,000	115,000
Capital & Project Controls	1,346,000	2,089,000	743,000
Real Estate	1,535,000	1,803,000	268,000
Totals	\$7,783,000	\$8,754,000	\$971,000

2023 Proposed Service Development Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$5,178,000	\$5,676,000	9.6%
Fringe	2,294,000	2,651,000	15.6%
Services	1,742,000	1,557,000	-10.6%
Leases	162,000	312,000	92.6%
Capitalized Cost	(2,205,000)	(2,067,000)	-6.3%
Other O&M	612,000	625,000	2.1%
Totals	\$7,783,000	\$8,754,000	12.5%



Service Development FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
CSDO Office	2.00	2.00	-
Capital Development	18.00	15.80	-2.50
Capital Construction	14.00	16.50	2.50
Capital/Proj Ctrl's	13.00	17.00	4.00
Real Estate	9.00	11.00	2.00
Totals	56.00	62.00	6.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 7,783	\$ (63)	\$ 72	\$ -	\$ 336	\$ 128	\$ 8,257	\$ -	\$ 497	\$ 8,754

One-time expenses:

Move of software costs to IT: \$0.1 million

Staffing Changes:

Non-Revenue Fleet Maintenance Specialist

Other Increases:

Other materials and services increases: \$0.1 million

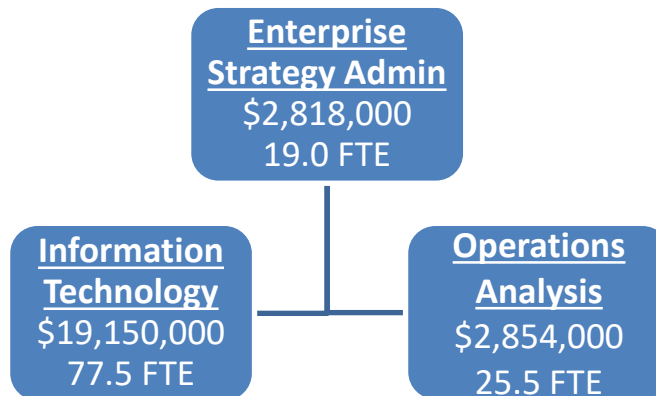
2023 Additions:

Real Estate Mgr: \$0.2 million

Non-Rev Fleet efforts: \$0.3 million



Enterprise Strategy



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

- **Enterprise Strategy:** Chief officer Administration also includes:
 - **Culture & Continuous Improvement:** Oversees the design, development, and deployment of UTA’s cultural initiatives, organizational development and implement continuous improvement tools and concepts which support and align with UTA’s culture model- the UTA Way.
 - **Risk & Policy:** In 2022 an Enterprise Risk Program will be deployed to help UTA focus on managing and mitigating risk Agency wide. This office will also oversee our UTA Policies and Agency standard operating procedures and ensure support our long-term Agency strategies and goals.
 - **Records Management:** Oversees UTA’s records and ensures the Agency is following proper retention policies and responding to all GRAMA requests.
- **Information Technology:** Provides ongoing support for and improvements to applications, data network needs, telephone communication, on-board technologies, radio communication, passenger information, and administrative systems.
- **Operations Analysis & Solutions (OAS):** Focuses on two critical areas: Promoting a data-driven culture and improving client experience in using technology tools to meet day to day business needs.



2022 Proposed Enterprise Strategy Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Chief Enterprise Strategy	\$1,734,000	\$2,818,000	\$1,084,000
Information Technology	18,001,000	19,150,000	1,149,000
Operations Analysis	2,790,000	2,854,000	64,000
Totals	\$22,525,000	\$24,822,000	\$2,297,000

2023 Proposed Enterprise Strategy Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$9,663,000	\$10,705,000	10.8%
Fringe	4,046,000	4,424,000	9.3%
Services	6,886,000	7,629,000	10.8%
Utilities	828,000	909,000	9.8%
Other O&M	1,103,000	1,155,000	4.7%
Totals	\$22,525,000	\$24,822,000	10.2%



Enterprise Strategy FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Chief Enterprise Strategy	12.00	19.00	7.00
Information Systems	77.50	77.50	-
Operations Analysis	25.50	25.50	-
Totals	115.00	122.00	7.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			2023 Budget Request
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	
\$ 22,525	\$ (600)	\$ 124	\$ -	\$ 514	\$ 845	\$ 23,408	\$ 35	\$ 1,379	\$ 24,822

One-time expenses:

One-time Office 365 Implementation: \$0.5 million

Staffing Changes:

Move of Paralegal in from Insurance and Claims: \$0.1 million
Mid-year promotions and compensation changes

Other Increases:

Other materials and services increases: \$0.8 million

2022 Carry Forward:

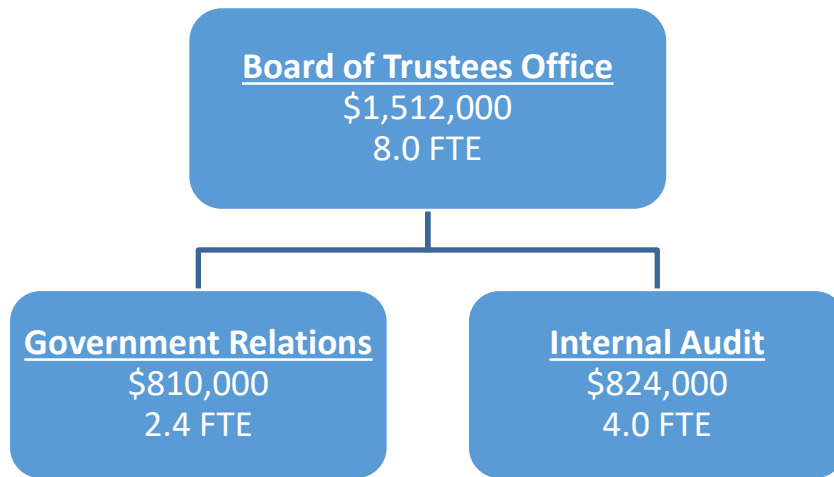
Overlap Business Analyst positions for transition

2023 Additions:

Data Governance: \$0.5 million
Data Security: \$0.2 million
WIN Program \$0.6 million
Other small items: \$0.1 million



UTA Board of Trustees



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

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

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



2023 Proposed Board of Trustees Operating Budget Expenses by Department

Category	2022 Budget	2023 Proposed Budget	Change
Internal Audit	\$510,000	\$824,000	\$314,000
Government Relations	733,000	810,000	77,000
Board of Trustees	1,460,000	1,512,000	52,000
Totals	\$2,703,000	\$3,146,000	\$443,000

2023 Proposed Board of Trustees Operating Budget Expenses by Category

Category	2022 Budget	2023 Proposed Budget	Change
Wages	\$1,401,000	\$1,533,000	9.4%
Fringe	563,000	661,000	17.4%
Services	514,000	719,000	39.9%
Other O&M	226,000	234,000	3.5%
Totals	\$2,703,000	\$3,147,000	16.5%



Board of Trustees FTE Summary: 2022 Budget and 2023 Proposed Budget

	2022 Budget	2023 Proposed	Change
Board of Trustees	8.00	8.00	-
Government Relations	2.38	2.38	-
Internal Audit	3.00	4.00	1.00
Totals	13.38	14.38	1.00

Summary of budget changes:

2022 Budget	2022 One-Time Expenses	2022 Additions		2023 Adjustments		2023 Budget			
		Staffing	Service	Wage and Fringe	Other	2023 Base	2022 Carry Forward	2023 Additions	2023 Budget Request
\$ 2,702	\$ (25)	\$ -	\$ -	\$ 78	\$ 37	\$ 2,793	\$ -	\$ 354	\$ 3,147

One-time expenses:

APTA Hosting expenses: \$25k

Other Increases:

Other materials and services increases: \$37k

2023 Additions:

Internal Audit: External services \$150k

Internal Audit: EEO Auditor \$154k

Consulting/other expenses: \$50k



Board of Trustees 2023 Budget Requests

Key Initiatives:

- Activation of Strategic Plan, including work plan and baseline metrics
- Increase influence on state issues with additional lobbyist investment (\$50K budget initiative)
- Outsources special purpose audit (\$125K budget initiative)
- Assume function of EEO investigations (\$10K budget initiative, alongside Internal Audit personnel)
- FTA certification for Internal Audit staff to perform safety audits

Core Work:

- Preparing and producing 34 open and public meetings of the Board of Trustees, Local Advisory Council and Audit Committee
- Implementing the 2023 Internal Audit Plan approved by the Audit Committee
- Engaging in and influencing key state and federal issues relevant to UTA;
2023 focus areas will include:
 - Frontrunner Strategic Double Tracking funding (with UDOT)
 - Transit Tech Center funding
 - Congressionally Directed Spending preparation and funding
 - Southern Utah County transit expansion
 - Multiple state policy issues (transit worker safety, UTA Police, etc.)



Capital and Debt



2023 Capital Budget and 5-Year Plan

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

2023 Capital Budget Project Summary

Reporting Group	2023 Total Budget	2023 Grants & Lease	2023 State & Local	2023 UTA Funds
5310 Projects	\$ 7,455,000	\$ 6,348,000	\$ 1,059,000	\$ 48,000
Capital Construction	30,899,000	22,320,000	3,117,000	5,462,000
Capital Development	87,623,000	25,354,000	21,410,000	40,859,000
Facilities- SGR	7,021,000	-	-	7,021,000
Information Technology	17,690,000	-	-	17,690,000
Infrastructure SGR Projects	51,309,000	37,081,000	200,000	14,028,000
Planning	4,127,000	1,514,000	169,000	2,444,000
Property/TOC	8,627,000	-	935,000	7,692,000
Revenue/Service Vehicles	92,249,000	69,461,000	4,457,000	18,331,000
Safety and Security	5,420,000	-	-	5,420,000
Other (Contingency-Unfunded)	6,377,000	1,377,000	-	5,000,000
Grand Total	\$ 318,797,000	\$163,455,000	\$ 31,347,000	\$123,995,000



2023 State of Good Repair Summary

Highlighted Projects	2023 Total Budget	2023 Grants & Lease	2023 State & Local	2023 UTA Funds
Revenue/Service Vehicles	\$ 59,183,000	\$ 48,643,000	\$ -	\$ 10,540,000
Replacement Buses	31,452,000	31,356,000	-	96,000
Light Rail Vehicle Rehab	13,610,000	10,888,000	-	2,722,000
Paratransit Replacements	3,328,000	3,328,000	-	-
Commuter Rail Engine Overhaul	3,035,000	-	-	3,035,000
Bus Engine/Trans/Comp Rehab/Replace	2,100,000	-	-	2,100,000
Other	5,658,000	3,071,000	-	2,587,000
Infrastructure SGR Projects	\$ 51,309,000	\$ 37,081,000	\$ 200,000	\$ 14,028,000
Traction Power Rehab/Replacement	15,332,000	12,265,000	-	3,067,000
Rail Rehab and Replacement	14,650,000	11,720,000	-	2,930,000
Train Control Rehab/Replacement	4,400,000	3,520,000	-	880,000
Fiber Rehab/Replacement	4,400,000	3,520,000	-	880,000
Light Rail Red Signal Enforcement	3,315,000	-	-	3,315,000
Rail Switches/Trackwork Controls	2,820,000	2,256,000	-	564,000
Grade Crossing Rehab/Replacement	2,750,000	2,200,000	-	550,000
OCS Rehab/Replace	2,000,000	1,600,000	-	400,000
Other	1,642,000	-	200,000	1,442,000
Facilities- SGR	\$ 7,021,000	\$ -	\$ -	\$ 7,021,000
Capital Development	\$ 5,090,000	\$ -	\$ -	\$ 5,090,000
Bus Stop Enhancements	3,090,000	-	-	3,090,000
Other	2,000,000	-	-	2,000,000
Grand Total	\$ 122,603,000	\$ 85,724,000	\$ 200,000	\$ 36,679,000

*All projects with a total 2023 budget under \$2 million are listed under Other in their respective reporting Group



2023 Major Project Summary

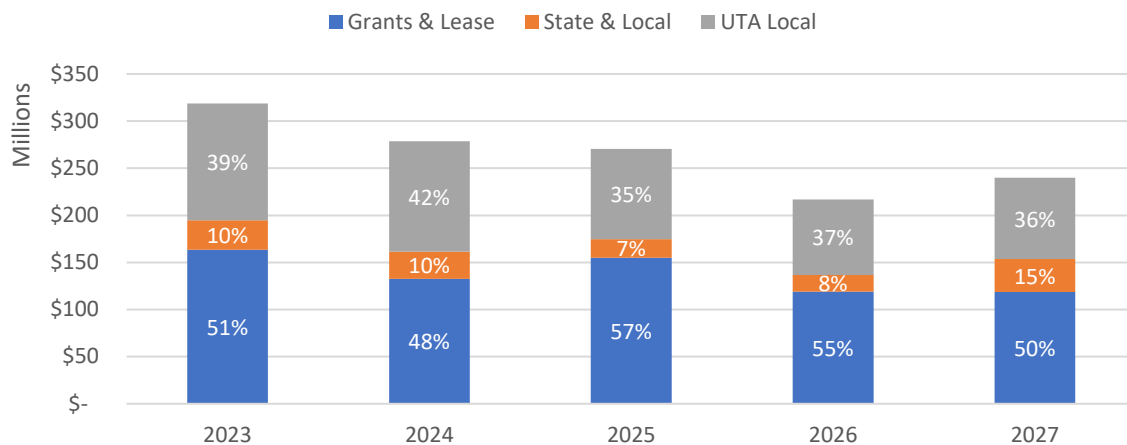
Non-SGR projects with a total 2023 budget \$5 million and greater are listed below:

Highlighted Projects	2023 Total Budget	2023 Grants & Lease	2023 State & Local	2023 UTA Funds
VW Battery Buses	\$ 22,030,000	\$ 13,008,000	\$ 2,500,000	\$ 6,522,000
MSP253 Mid-Valley Connector	15,001,000	9,228,000	5,773,000	-
Ogden/Weber State University BRT	14,785,000	13,625,000	-	1,160,000
Depot District	12,001,000	8,695,000	3,117,000	189,000
TIGER Program of Projects	10,460,000	4,464,000	1,477,000	4,519,000
Public Partnership Projects	10,000,000	-	-	10,000,000
Fares Systems Replacement Program	5,500,000	-	-	5,500,000
ROW & Facility Property Opportunity Buy	5,000,000	-	-	5,000,000
HB433 Future Rail Car Purchase Payment	5,000,000	-	-	5,000,000
Grand Total	\$ 99,777,000	\$ 49,020,000	\$ 12,867,000	\$ 37,890,000

5-Year Plan: 2023-2027

Year	Total Budget	Pending Grants/State	Grants & Lease	State & Local	UTA Funds
2023	\$ 318,797,000	\$ 6,271,000	\$ 157,684,000	\$ 143,333,000	\$ 11,509,000
2024	278,469,000	18,733,000	114,546,000	144,370,000	820,000
2025	270,308,000	58,247,000	100,560,000	111,071,000	430,000
2026	216,803,000	60,445,000	74,774,000	81,484,000	100,000
2027	239,753,000	101,557,000	50,918,000	87,266,000	12,000
Grand Total	\$1,324,130,000	\$245,253,000	\$ 498,482,000	\$567,524,000	\$ 12,871,000

Capital Revenues



Capital Sources & Uses

Sources	2023	2024	2025	2026	2027	Total	%
UTA Local	\$123,995	\$116,938	\$95,446	\$80,184	\$86,166	\$502,729	38%
Lease	41,755	52,201	47,826	56,744	32,916	231,442	17%
Formula Funds	47,969	30,000	18,003	18,000	18,000	131,972	10%
Grants	73,731	50,328	89,228	44,225	67,809	325,321	10%
State	19,338	27,432	15,625	1,300	1,100	64,795	5%
Local Partner	11,509	820	430	100	12	12,871	1%
Other State/Local	500	750	3,750	16,250	33,750	55,000	0%
Grand Total (Thousands)	\$318,797	\$278,469	\$270,308	\$216,803	\$239,753	\$1,324,130	100%

Uses	2023	2024	2025	2026	2027	Total	%
LR Vehicle Replace	\$2,000	\$3,000	\$15,000	\$65,000	\$135,000	\$220,000	17%
Replacement Buses	31,452	38,787	42,816	50,891	26,910	190,856	13%
Mid-Valley Connector	15,001	45,103	43,976	-	-	104,080	8%
LR Vehicle Rehab	13,610	12,662	10,000	9,000	9,000	54,272	4%
Davis-SLC Connector	1,700	5,864	35,566	12,519	-	55,649	4%
Revenue/Service							
Vehicles	45,187	23,461	14,119	13,273	12,868	108,908	8%
Capital Development	70,162	41,660	26,525	14,575	14,375	167,297	12%
Infrastructure SGR							
Projects	51,309	40,623	35,095	28,063	25,672	180,762	14%
Information Technology	17,690	25,483	15,036	8,764	2,023	68,996	5%
Capital Construction	30,899	2,050	1,000	500	-	34,449	3%
Property/TOC	8,627	2,634	1,184	791	63	13,299	1%
Facilities- SGR	7,021	16,117	6,245	3,527	3,823	36,733	2%
Safety and Security	5,420	2,823	2,817	2,793	2,912	16,765	1%
Planning	4,127	1,935	1,800	1,800	1,800	11,462	1%
Other	14,592	16,267	19,129	5,307	5,307	60,602	6%
Grand Total (Thousands)	\$318,797	\$278,469	\$270,308	\$216,803	\$239,753	\$1,324,130	100%



Debt

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

Capacity

If UTA issued General Obligation Bonds, according to Utah State law, the amount of debt issued by UTA cannot exceed 3% of the fair market valuation of property located within the regional transit authority's district. UTA does not issue General Obligation Bonds as a Transit District in the State of Utah. UTA issues Sales Tax Revenue Bonds, which Sales Tax Revenue Bonds do not have any statutory limits as to legal debt limitations. Sales Tax Revenue Bonds are constrained by UTA's ability to repay the principal and interest amounts annually with Sales Tax revenues. An important metric of UTA's financial health is the amount of pledged sales taxes annually in relation to the debt service due in the given year, or debt service coverage ratio.

Debt Service Coverage Ratio (DSCR)	Policy Minimum DSCR Requirements	Lowest DSCR Forecasted	Year of Lowest
Senior Lien	2.0x	3.60x	2023
Subordinate Lien	1.5x	4.54x	2040

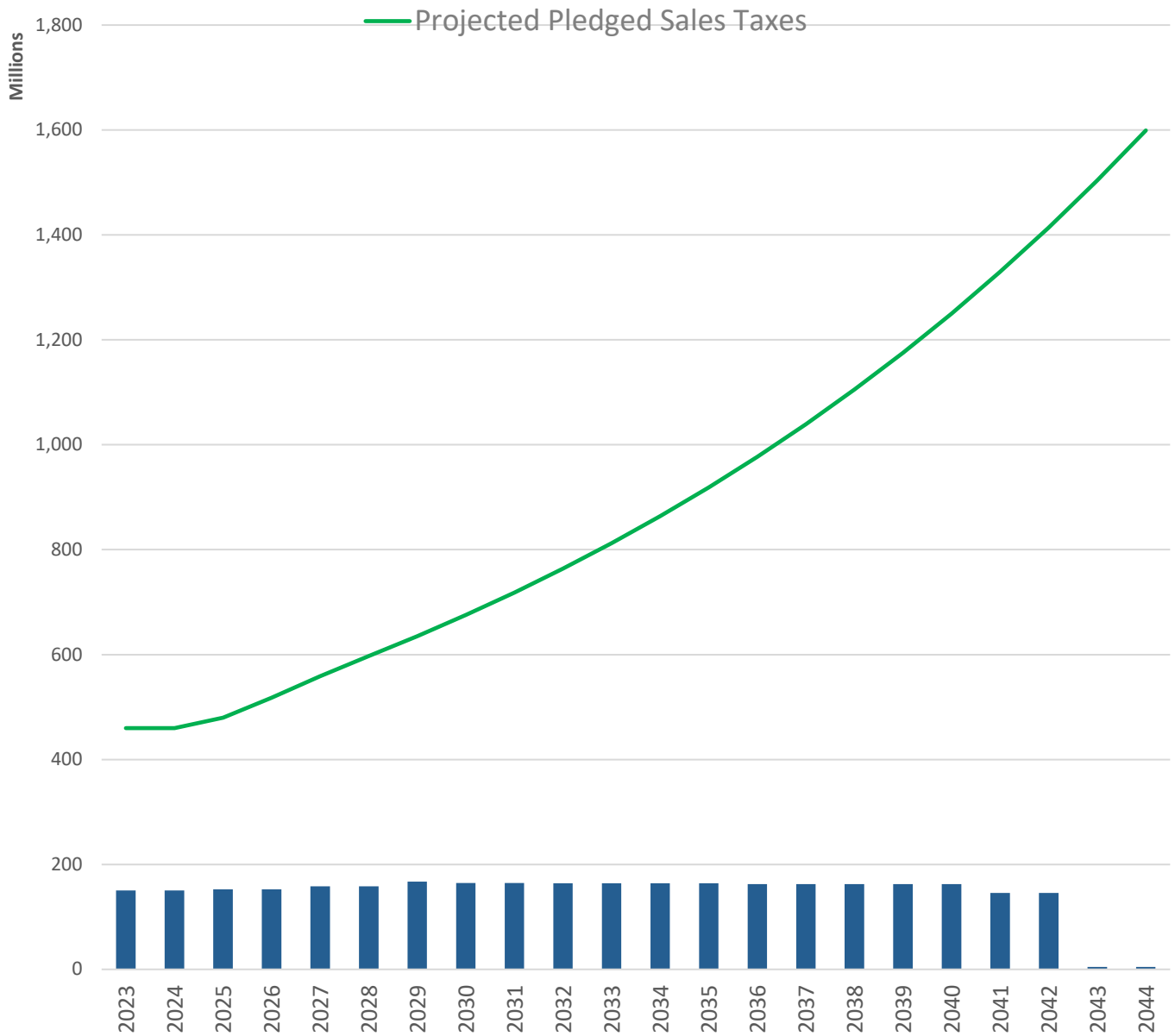
UTA's net debt service coverage ratio would be at its lowest rate of 3.6 in 2023 and is projected to increase steadily over the life of the existing debt portfolio. Adherence to other minimum debt service coverage ratios specific to the lien are detailed on the table on the next page.



Year	Projected Pledged Sales Taxes	Senior Lien Debt Payments	Sr Lien & Cov. Ratio	Subordinate Lien Debt Payments	Sub. Lien Debt Service Cov. Ratio	Total Debt Payments	Total Debt Service Cov. Ratio
2023	459,839,154	104,039,742	4.42	46,453,711	9.90	150,493,453	3.06
2024	459,839,154	104,045,687	4.42	46,446,219	9.90	150,491,906	3.06
2025	479,658,222	105,978,989	4.53	46,447,174	10.33	152,426,163	3.15
2026	517,743,085	105,981,667	4.89	46,451,771	11.15	152,433,438	3.40
2027	558,851,886	101,946,084	5.48	56,198,041	9.94	158,144,125	3.53
2028	597,133,240	101,941,964	5.86	56,188,017	10.63	158,129,981	3.78
2029	635,051,201	104,906,327	6.05	62,439,403	10.17	167,345,730	3.79
2030	675,376,952	102,048,307	6.62	62,415,895	10.82	164,464,202	4.11
2031	718,263,388	102,055,492	7.04	62,439,893	11.50	164,495,385	4.37
2032	763,873,114	101,802,153	7.50	62,439,607	12.23	164,241,760	4.65
2033	812,379,056	124,060,994	6.55	40,077,991	20.27	164,138,985	4.95
2034	863,965,126	124,064,926	6.96	40,080,199	21.56	164,145,125	5.26
2035	918,826,912	124,062,891	7.41	40,078,514	22.93	164,141,405	5.60
2036	977,172,421	127,429,814	7.67	34,962,723	27.95	162,392,537	6.02
2037	1,039,222,870	125,833,888	8.26	36,563,777	28.42	162,397,665	6.40
2038	1,105,213,522	123,415,219	8.96	38,980,308	28.35	162,395,527	6.81
2039	1,175,394,580	99,960,375	11.76	62,436,883	18.83	162,397,258	7.24
2040	1,250,032,136	11,657,724	107.23	150,946,856	8.28	162,604,580	7.69
2041	1,329,409,177	79,316,687	16.76	66,369,476	20.03	145,686,163	9.13
2042	1,413,826,660	122,206,633	11.57	23,475,140	60.23	145,681,773	9.70
2043	1,503,604,652	4,445,000	338.27			4,445,000	338.27
2044	1,599,083,548	4,439,300	360.21			4,439,300	360.21
Totals		\$ 2,105,639,863		\$1,081,891,598		\$ 3,187,531,461	



Total Debt Service Payments in Relation to Pledged Sales Taxes



UTA’s 2023-2027 Transit Financial Plan (TFP) does not call for any financing needs, which is evident in the unrestricted cash balances available throughout the plan. Total projected sources and beginning cash balance is insufficient to fund total uses, reserve requirements and debt service for the period of 2023 to 2027.

Performance and ratings

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

Source: Zions Bank Financial Advisors

Effective date: November 2019	Standard & Poor's	Fitch	Moody's
Senior Lien Bonds			
Current rating	AA	AA-	Aa2
Outlook	Stable	Stable	Stable
Subordinate Lien Fixed Rate Bonds			
Current rating	A+	AA-	A1
Outlook	Stable	Stable	Stable

Source: Zions Bank Financial Advisors

Effective date: November 2019	Standard & Poor's	Fitch	Moody's
Senior Lien Bonds			
Current rating	AA	AA-	Aa2
Outlook	Stable	Stable	Stable
Subordinate Lien Fixed Rate Bonds			
Current rating	A+	AA-	A1
Outlook	Stable	Stable	Stable

Utah Transit Authority
Issuer Type: Transit

BOND RATINGS < 1 of 2 >

Senior Lien

MOODY'S Aa2	S&P AA	FITCH AA
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BOND RATINGS < 2 of 2 >

Subordinate Lien

MOODY'S Aa3	S&P AA-	FITCH AA
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Source: <https://www.rideutainvestors.com/utah-transit-authority-bonds-ut/i2318>



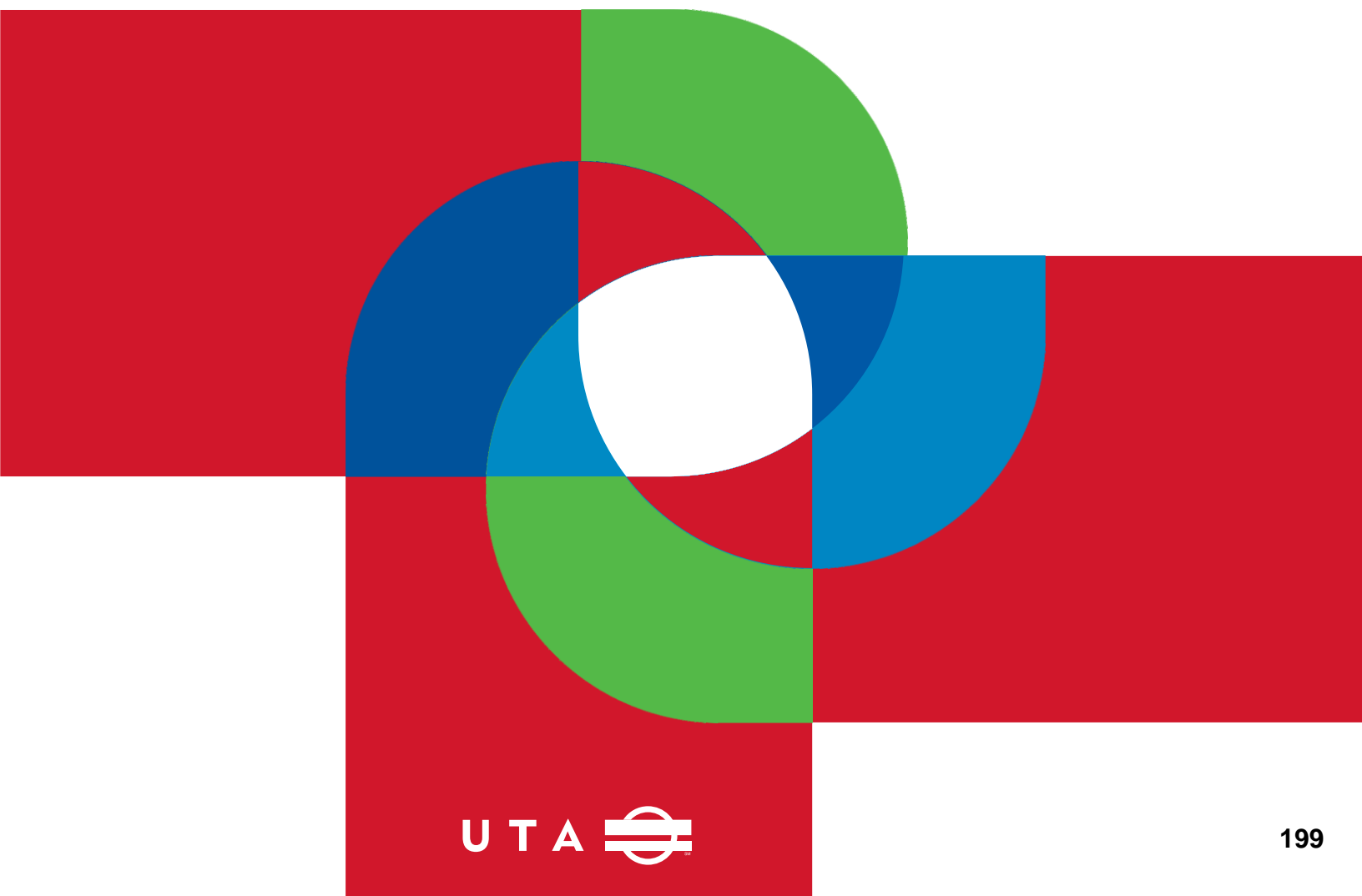
2023 Debt Service Detail

2023 Debt Service (000's)	Cash Basis	Full Accrual Basis
Principal on Bonds	\$ 67,770	\$ 69,093
Interest on Bonds	82,723	73,045
Interest Subsidy (Build America Bonds)	(8,889)	(8,889)
Premium/Discount Amortization		(7,322)
Refunding Gains/Losses Amortization		17,658
Accrued Interest on 2016 CAB		779
Net Interest Expense	73,834	75,271
Net Bond Principal and Interest	141,604	144,364
On-going Bond Sale Cost	79	79
Principal on 2016 Utah County Debt	1,595	1,595
Interest on 2016 Utah County Debt	1,780	1,780
Restricted Reserves for 2029 Principal		9,123
4th Quarter Cent in Utah County	3,375	12,498
Principal on Existing Leases	8,604	8,604
Interest on Existing Leases	1,413	1,413
Principal on 2022 Leases for \$49.3M starting November 2022	3,687	3,687
Interest on 2022 Leases for \$49.3M starting November 2022	2,122	2,122
Lease Principal & Interest on \$46.8M in November 2023	450	450
Net Lease Principal and Interest	16,276	16,276
Total 2023 Debt Service	\$ 161,334	\$ 173,217

UTA continues to look for opportunities to refund bonds when possible in the future.



Financial Structure, Policy, and Process



Financial Structure

Accounting Method

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

Department /Fund Relationship

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

Departments within operations and operations support by type of service are:

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

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



Operations Support	Administrative
Support Maintenance	Product Development & Sales
Fleet Engineering	Fares
Asset Management - State of Good Repair	Risk Management
Vehicle Disposal	Technology Security
Facilities	Communications & Deployment
Ticket Vending Machine Maintenance	Applications Support
Radio & Rail Communications	Application Development
Supply Chain - Purchasing	Network Support
Supply Chain - Warehousing	Quality Assurance
Farebox Service	Accounting
Fare Strategy & Operations	Finance
Customer Service	Intermodal Center - SLC
Public Safety	Intermodal Center - Ogden
Operations Analysis & Solutions	Budget & Financial Analysis
Data Quality & Ridership	Innovative Mobility Services
Safety & Security	Government Relations
Bus Communications	Public Relations & Marketing
Talent Development	Planning & Engagement
	Board of Trustees
	Total Rewards
	People Office
	Human Resources and Labor Relations
	Workforce Planning
	Operations Office
	Internal Audit
	Executive Director
	Legal
	Civil Rights
	Corporate Support
	Customer Experience
	Grant Management
	Enterprise Strategy
	Capital Projects & Development
	Planning
	Real Estate
	Service Development
	Grant Management

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



Basis of Budgeting

Budgeting is based upon the accrual basis with these exceptions:

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

Financial Information and Policies

Basis of Accounting

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

Standards for Reporting Purposes

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

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

Federal Planning Assistance and Preventive Maintenance Grants

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

Federal Grants for Capital Expenses

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

Contributions from Other Governments (Sales Tax)

As approved by the voters or county governing bodies, sales tax for transit is collected to provide the



Authority with funds for mass transit purposes. Funds are utilized for operations and for the local share of capital expenses. Sales tax revenues are accrued as a revenue and receivable for the month in which the sales take place. The Authority does not have taxing authority in any jurisdiction; therefore, this revenue is considered a contribution from another government.

Approved Local Option Sales Tax:

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

Budgetary and Accounting Controls

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

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



UTA Board of Trustees Bylaws (Budget Related)

ARTICLE VII – CONDUCTING BUSINESS

Section 1 **Resolutions, Orders and Ordinance – Vote Recorded**

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

Section 2 **Adoption and Amendment of Bylaws**

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

Section 3 **Fiscal Year**

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

Section 4 **Principal Place of Business**

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

Section 5 **Budget**

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

Section 6 **Audit Reports**

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



of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

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



Utah's Provisions Applicable to All Local Districts

17B-1-702 Local District to Submit Budgets

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

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

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

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

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

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




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

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



Board of Trustees Policy No. 2.1

Financial Management – Key Budget Provisions (~December 2022)

A. Reserves

1. The Authority will maintain the following reserves:
 - a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used as a working capital account throughout the year. The Treasurer will manage the use of the funds in the general operating reserve.
 - b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding nonoperating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the service stabilization reserve are used.
 - c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board of Trustees must give its prior approval before funds in the bond reserve are used.
 - d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the comprehensive annual financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the capital replacement reserve are used.
 - e. Self-insurance/catastrophic reserve established annually through the budget process to reflect claims outstanding from risk management and estimable and presumed liability on open legal cases through the attorney general's office. The amount in this reserve is reported to the Department of Public Safety annually. An element of the reserve will fund a catastrophic loss reserve for vanpool claims over existing insurance coverage. The funding of the catastrophic loss reserve may be funded by vanpool fees to mitigate large claims.
 - f. Debt reduction reserve fund for the purpose of retiring outstanding bonds or long-term obligations, with advance approval by the Board of Trustees, may be used to supplement the general operating reserve.



2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.
3. Reserve balances will be reported on the Authority's monthly financial statements.
4. Upon the use of any service stabilization, bond, or capital replacement reserves, or debt reduction reserve the Board of Trustees will, by resolution, establish a timeline for the full reimbursement of the reserves within 60 months after their first use and begin to restore reserves used no later than 24 months after their first use.

B. Long-term Financial Planning

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

C. Budgeting

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

Capital

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



Budget Process

This section describes the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also includes procedures for amending the budget after adoption and the process used in developing the capital budget. A budget calendar for the budgeted year 2023 is included at the end of this section.

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

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

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

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

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

After a preliminary budget outlook is reviewed with the Board of Trustees, the Executive Director develops and distributes budget preparation instructions for Authority staff.

Changes in assumptions are incorporated into the 5-Year financial plan and a Base Operating Budget (Base Budget) for the upcoming year is calculated. One-time costs are eliminated, current year technical budget adjustments, mid-year service changes, and know labor cost changes, fuel and power cost change projections, and inflationary factors are applied to the current adopted budget to arrive at a Base Budget at the account code level for each Office. The Base Budget is then projected over the 5-year planning horizon and the agency determines if the Base Budget is sustainable.

The next phase of the Budget Development process is the development of new Budget Initiatives. Budget



Initiatives are informed by the Budget Planning process and emerging factors. This is the process to identify priority investments in the Operating program or, if the Base Budget is not sustainable, initiatives are identified to bring the financial plan back into balance. Budget Initiatives are reviewed and prioritized by the Executive Team for inclusion in the budget request.

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

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

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

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

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

Please refer to the 2023 UTA Budget Preparation Schedule at the end of this section.



Annual Budget Schedule:

<u>Task</u>	<u>Completion Date</u>
Budget Office Distributes Budget Memo	Apr. 22, 2022
Executive Team Reviews & Approves Base Targets	May 31, 2022
Executive Team Reviews and Approves Draft Tentative Budget	Aug. 2, 2022
Board Budget Work Sessions	Sep. 12 to Sep. 16, 2022
Board Reviews 2023 Tentative Budget	Oct. 12, 2022
Board approves 2023 Tentative Budget and November public hearing date	Oct. 26, 2022
Budget Review and Comment Period	Nov. 10 to Dec. 10, 2022
Local Advisory Council approves 5-Year Capital Plan and Consults on 2023 Ops. Budget	Nov. 2, 2022
2023 Budget Open House/Public Hearing	Nov. 10, 2022
Board of Trustees reviews public comments, LAC input, and 2023 final budget	Dec. 7, 2022
Final Public Engagement report (including comments received after 12/1) due to board office	Dec. 13, 2022
Board of Trustees considers approval of the 2023 Final Budget and 5-Year Capital Plan	Dec. 21, 2022
Staff submits Final Budget to State Auditor	Dec. 30, 2022
Staff prepares, prints, and distributes 2022 Budget Document to the Board of Trustees, Operating Departments and interested parties	Dec. 30, 2022



NOTICE OF PUBLIC HEARING AND COMMENT PERIOD

UTAH TRANSIT AUTHORITY

RE: UTA Tentative Budget 2023. UTA is holding a public hearing to receive input on its 2023 Tentative Budget.

Public Hearing Date & Format:

There will be a public hearing held on **Thursday, November 10 at 5:30 p.m.** at UTA's downtown Salt Lake City office at 669 West 200 South.

Prior to the public hearing, from 5:00-5:30 p.m., UTA will hold a Public Budget Open House to allow the public to review and discuss the budget with UTA representatives. During this time, in addition to having specific questions answered, the public may submit written comments to UTA. At 5:30pm, as part of a specially scheduled UTA board hearing, individuals may provide verbal comment directly to UTA's Board of Trustees.

Options for remote viewing and remote public comment will be available. For instructions on how to comment or view the meeting remotely please go to www.rideuta.com/Board-of-Trustees/Meetings. In the event of technical difficulties with remote participation, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.

To assure full participation at the hearing, accommodations for effective communication such as sign language interpreters, printed materials in alternative formats, or a language interpreter for non-English speaking participants, must be requested at least two (2) working days prior to the date of the scheduled event. Requests for ADA or language accommodations should be directed to adacompliance@rideuta.com or 801-287-3536, or dial 711 to make a relay call for deaf or hearing impaired persons.

Public Comments:

In addition to the hearing, the tentative budget will be available for public review and comment from **November 10, 2022 – December 10, 2022**. During the 30-day comment period the public can submit comments via email, online, mail, or phone. Information on the 2023 Tentative Budget may be found at www.rideuta.com/budget or viewed in person at UTA Headquarters, 669 W 200 S, Salt Lake City, UT.

Comments must be received, postmarked or electronically submitted to UTA through one of the following methods by **5pm on December 10, 2022**, to be considered as part of the public comment record.

- **Email:** hearingofficer@rideuta.com
- **Phone:** 801-743-3882
- **Mailing:** Utah Transit Authority, C/O Megan Waters, 669 W 200 S, Salt Lake City, UT 84101
- **Website:** www.rideuta.com/budget



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cherryl Beveridge, Chief Operating Officer
PRESENTER(S): Kevin Anderson, Director of Maintenance Support
Guy Miner, Facilities Maintenance Manager
TITLE:

Contract: Meadowbrook Building 3 Flooring (CDC Restoration & Construction)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute contract and associated disbursements with CDC Restoration and Construction, L.C. in the amount of \$533,668.75 to apply new coating to the floors in the service areas of Meadowbrook Building 3, Garage.

BACKGROUND:

The flooring at this location is worn well past its useful life and little remains of the old coating in the hallway and service bays.

DISCUSSION:

UTA issued a Request for Proposal and conducted a full and open competition. CDC was selected as the best value for UTA. UTA Staff is requesting approval of contract 22-03556VW to resurface the floors in the service areas of the garage at Meadowbrook Building 3, with CDC Restoration & Construction, L.C. in the amount of \$533,668.75.

The scope of the contract includes preparation of the flooring surface by removal of all covers and plates, cleaning and degreasing followed by application of epoxy-based primer and finish coats.

Coordination has been made with the Manager of Vehicle Performance and Maintenance to ensure project completion without undue hinderance to workflow and vehicle maintenance requirements.

This flooring project has been identified as Contract Number 22-03556VW and is funded in the 2022 Facilities CAPEX budget.

CONTRACT SUMMARY:

Contractor Name: CDC Restoration & Construction
Contract Number: 22-03556VW
Base Contract Effective Dates: 1 NOV 2022 - 30 MAR 2023
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Amount Contract Value: \$533,668.75
Procurement Method: RFP
Funding Sources: Local/Facilities CAPEX Budget

ALTERNATIVES:

There are no feasible alternatives. Recoating the floor is necessary to protect and extend the life of the concrete structure and to provide a brighter, safer work environment for the mechanics.

FISCAL IMPACT:

Funds are budgeted into the following 2022 CAPEX codes: Meadowbrook Flooring/Lighting account FMA678 40-1678.68912 and Facilities Rehab and Replacement account FMA653 40-1653.68912

ATTACHMENTS:

- 1) Contract

CONSTRUCTION SERVICES AGREEMENT

22-03556VW Bay Floor Striping and Recoating at Meadowbrook Building #3

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and CDC Restoration & Construction (“Contractor”).

RECITALS

- A. UTA desires to hire Contractor for Bay Floor Striping and Recoating at Meadowbrook Building #3 per the Specifications and Bid Schedule included in the RFP.
- B. On April 19, 2022, UTA issued Request for Proposal Package Number 22-03556VW “RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit

constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect

until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than March 30, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Construction Services Agreement
 2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
 3. Contractor's Proposal including, without limitation, all federal certifications (as

applicable);

4. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Construction Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions and attachments
2. Addendum 1 Supplemental Terms and Conditions for Construction Services
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

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

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

10. USE OF SUBCONTRACTORS

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

11. KEY PERSONNEL

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

12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

13. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - 1. Information already in the public domain.
 - 2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
 - 3. Information developed by or in the custody of Contractor before entering into this Contract.
 - 4. Information developed by Contractor through its work with other clients; and
 - 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

14. PUBLIC INFORMATION.

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

15. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

16. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

Combined Single Limit (CSL) \$2,000,000

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 - 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 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 ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified

copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

17. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim

is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

18. INDEPENDENT CONTRACTOR

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

19. PROHIBITED INTEREST

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

20. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director/Contractor Equivalent	Five calendar days
UTA's Chief Officer/Contractor Equivalent	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and

Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

21. GOVERNING LAW

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

22. ASSIGNMENT OF CONTRACT

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

23. NONWAIVER

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

24. NOTICES OR DEMANDS

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

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

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

If to Contractor:
CDC Restoration & Construction
Tom Sykes
130 East Gordon Lane
Salt Lake City, UT 84107

- a. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however,

that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

- b. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

25. CONTRACT ADMINISTRATOR

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

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES

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

27. COSTS AND ATTORNEYS FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

28. NO THIRD-PARTY BENEFICIARY

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

29. FORCE MAJEURE

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

30. SEVERABILITY

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

31. 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.

32. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

33. AMENDMENTS

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

34. COUNTERPARTS

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

35. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

UTAH TRANSIT AUTHORITY:

By: Date:
Cherryl Beveridge
Chief Operating Officer

By: Date:
Jay Fox
Executive Director

Approved as to Content and Form

By: Date: 9/22/2022
DocuSigned by:
Mike Bell
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
Guy Miner,
Project Manager

CDC RESTORATION & CONSTRUCTION, L.C.:

By: Date: 9/22/2022
DocuSigned by:
Robbie Bennett
789240AEBAE4497...
Robbie Bennet for
Ralph Midgley, Managing Member

Fed ID#87-0500002

UTA Project Code 22-03556VW

Addendum 1- Supplemental Terms and Conditions for Construction

Bay Floor Stripe Recoating at Meadowbrook Building #3

ARTICLE 1

- 1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.
- 1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.
- 1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

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

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

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

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

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

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

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

“**Contractor**” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may

be a Design-Builder, general contractor, Construction Manager/General Contractor, or other type of entity.

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

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

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

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

“General Conditions” means this document.

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

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

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

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

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

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

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

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

“**Work**” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2 **Contractor’s Services**

2.1 General Services.

- 2.1.1 Contractor’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.
- 2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).
- 2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA’s review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

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

- 2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design Contractors procured by Contractor.
- 2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.
- 2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction
- 2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.
- 2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

- 2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the “Work Product”) are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.
- 2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 Government Approvals, Permits, and Legal Requirements.

- 2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.
- 2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.
- 2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor’s cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 Construction Services.

- 2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.
- 2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.
- 2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

- 2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.
- 2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.
- 2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.
- 2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

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

- 2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The

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

- 2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.
- 2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.
- 2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.
- 2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.
- 2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 **Contractor's Warranty.**

- 2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any

equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

- 2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.
- 2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.
- 2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.
- 2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

ARTICLE 3 **Site Conditions**

3.1 Hazardous Materials.

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

- 3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.
- 3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- 3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

- 3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 4
Payment

4.1 Schedule of Values.

- 4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the

Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

4.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

4.2 Application for Payment.

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

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

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

4.3 Sales Tax Exemption

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

4.4 UTA's Payment Obligations.

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

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

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

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

4.5 Contractor's Payment Obligations.

4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

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

4.6 Substantial Completion.

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

4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of

all remaining Punchlist items noted in the Certificate of Substantial Completion.

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

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

4.7 **Final Payment.**

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

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

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

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

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

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

ARTICLE 5 **Indemnification and Loss**

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

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

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

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

5.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

5.3 **Contractor's General Indemnification.**

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

any of them or anyone for whose acts any of them may be liable.

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

5.4 Risk of Loss. Risk of loss should shift upon acceptance by UTA for a construction project that would be substantial completion.

ARTICLE 6 **Time**

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

6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

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

ARTICLE 7 Changes

7.1 **Change Orders.**

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

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

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

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

7.3 **Constructive Changes.**

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

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

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

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate

mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

7.4 **Direction or Authorization to Proceed.**

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

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

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

7.6 **Contract Price Adjustments.**

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

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

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

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

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

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

originally contemplated, such unit prices shall be equitably adjusted.

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

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

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

ARTICLE 8

Claims and Claim Resolution

8.1 Claims.

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

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

8.2 Claim Resolution.

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

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

and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

- 8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.
- 8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 9
Suspension and Termination

9.1 UTA's Right to Stop Work.

- 9.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.
- 9.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.
- 9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

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

- 9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;
- 9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and
- 9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

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

- 9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.
- 9.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.
- 9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective

action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

- 9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.
- 9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor.
- 9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.
- 9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

9.4 **Bankruptcy of Contractor.**

- 9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
 - 9.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and
 - 9.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy

filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

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

ARTICLE 10 **Value Engineering**

10.1 Value Engineering Change Proposals.

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

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

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

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

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

10.1.3.6 Costs of development and implementation; and

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

10.2 Review and Approval of VECPs

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

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

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

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

ARTICLE 11 Health Insurance

11.1 Insurance Coverage for Employees.

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

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

ARTICLE 12 Miscellaneous

- 12.1 **Confidential Information.** “Confidential Information” means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.
- 12.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor’s response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
- 12.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.
- 12.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.
- 12.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.
- 12.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.
- 12.7 **Attorneys Fees and Costs.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys’ fees, if any, incurred in connection with such suit, including on appeal.
- 12.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 12.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to

future performance.

- 12.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.12 **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

Exhibit A- Statement of Work

Project will be done in multiple sections as UTA is unable to turn over the whole building and shut down the production of our service. UTA is also in the process of expanding the building and the construction could cause even more coordinating with the paint project as far as available bays and timing which the paint contractor should plan for.

REFERENCES

This Section contains references to the governing standards and documents listed below. They are a part of this Section as specified and modified; the current version shall apply unless otherwise noted. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.

ASTM International, (ASTM)

- ASTM D4263 – Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
- ASTM D4414 – Standard Practice for Measurement of Wet Film Thickness by Notch Gages
- ASTM D4417 – Standard Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel.
- ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
- ASTM F2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

International Concrete Repair Institute, (ICRI)

- Guideline No. 310.1 – Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
- Guideline No. 310.2 – Selecting and Specifying Concrete Surface Preparation for Sealer, Linings, and Polymer Overlays

SSPC: The Society for Protective Coatings (SSPC)

- SSPC-PA 1 - Shop, Field, and Maintenance Painting of Steel
- SSPC-PA 2 - Procedure for Determining Conformance to Dry Coating Thickness Requirements
- SSPC-PA 11 - Protecting Edges, Crevices, and Irregular Steel Surfaces by Stripe Coating
- SSPC-SP 2 – Hand Tool Cleaning
- SSPC-SP 3 – Power Tool Cleaning
- SSPC-SP 6/NACE No. 3 - Commercial Blast Cleaning.
- SSPC-SP 7 Brush Off Blast Cleaning
- SSPC-SP 11 Power Tool Cleaning to Bare Metal
- SSPC-SP 13/NACE No. 6 – Surface Preparation of Concrete
- SSPC-SP 16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals

SSPC-VIS 1 - Guide to Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning

Product Data: For each type of product. Include preparation requirements and application instructions:

Indicate VOC Content

Safety Data Sheets

Installation Instructions: Manufacturer's written installation instructions for the products and coating systems specified.

Construction Details for floor coatings: Copies of manufacturer's computer-generated standard details for specified materials, including leading edge termination, metal embedment in concrete, joint detail, wall-to-slab detail, pipe termination detail, and any other detail at the request of the Architect/Owner.

Qualifications of Applicator: Proof of acceptability of Applicator by Manufacturer.

Mockups for Floor Coating: Apply mockups of each system to verify selections and texture, to demonstrate aesthetic effects and set quality standards for materials and execution. Apply full-thickness mockups on 48-inch- square floor area selected by Architect/Owner. If required include 48-inch length of integral cove base. Simulate finished lighting conditions for Architect/Owner review of mockups. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

Pre-Installation Conference:

Before start of Work - General Contractor, Applicator, and Manufacturer's Technical Representative shall meet on-site with Architect/Owner to discuss approved products and workmanship to ensure proper surface preparation and application of the coatings.

Review foreseeable methods and procedures related to the coating Work including but not necessarily limited to the following:

- a. Review Project requirements and the Contract Documents.
- b. Review required submittals.
- c. Review requirements of on-site quality control inspection and testing.
- d. Review the requirements for preparing the quality control report as specified herein.
- e. Review availability of materials, tradesmen, equipment, and facilities needed to make progress and avoid delays.
- f. Review material storage and staging.
- g. Review equipment storage and staging.
- h. Review waste management and disposal.
- i. Review environmental conditions, other Project conditions, and procedures for coping with unfavorable conditions.
- j. Review regulations concerning code compliance, environmental protection, health, safety, fire, and similar considerations.

- k. Review procedures required for the protection of the completed work during the remainder of the construction period.

Single-Source Responsibility:

Materials shall be products of a single manufacturer or items standard with manufacturer of specified coating materials.

Provide secondary materials which are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.

Regulatory Requirements: Conform to applicable codes and ordinances for flame, fuel, smoke and volatile organic compounds (VOC) ratings requirements for finishes at time of application.

PRODUCT DELIVERY, STORAGE, AND HANDLING

Delivery of Materials:

Deliver material in manufacturer's original, unopened and undamaged packages.

Clearly identify manufacturer, brand name, contents, color-white, batch number, and any personal safety hazards associated with the use of or exposure to the materials on each package.

Packages showing indications of damage that may affect condition of contents are not acceptable.

Storage of Materials:

Materials shall be stored in accordance with manufacturer's recommendations in enclosed structures and shall be protected from weather and adverse temperature conditions.

Flammable materials shall be stored in accordance with state and local codes.

Store materials only in area or areas designated by UTA solely for this purpose.

Materials exceeding storage life as defined by the manufacturer shall be removed promptly from the site.

Store in original packaging under protective cover and protect from damage.

Stack containers in accordance with manufacturer's recommendations.

Handling of Materials: Handle materials in such a manner as to prevent damage to products or finishes.

FIELD CONDITIONS

Delivery: Deliver materials to the site in manufacturer's original, unopened containers, and packaging, with labels clearly identifying:

Coating or material name.

Manufacturer.

Color name and number.

Batch or lot number.

Date of manufacturer.

Mixing and thinning instructions.

Handling: Protect materials during handling and application to prevent damage or contamination.

Storage:

Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with jurisdiction.

Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.

Keep containers sealed until ready for use.

Do not use materials beyond manufacturer's shelf-life limits.

Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F°.

Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F° above the dew point; or to damp or wet surfaces.

PROJECT CONDITIONS

Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

Weather:

Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.

Surface temperature: Minimum of 5 degrees F° above dew point.

Relative Humidity: Prepare surfaces and apply and cure coatings within the relative humidity range in accordance with manufacturer's instructions.

Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.

Wind: Do not spray coatings if wind velocity is above manufacturer's recommended limit.

Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.

Dust and Contaminants:

Schedule coating work to avoid excessive dust and airborne contaminants.

Protect work areas from excessive dust and airborne contaminants during coating application and curing.

WARRANTY

Manufacturer shall warranty its products as free from material defects for a minimum period of three (3) years. Provide associated Warranty Certificate.

Applicator shall warranty the installed protective lining system as free from workmanship defects for a minimum period of three (3) years. Provide associated Warranty Certificate.

CDC Restoration & Construction shall warranty the installed system as free from workmanship defects for a period of three (3) years.

CDC Restoration & Construction shall apply for manufacturers warranty at project completion.

PART 2 - PRODUCTS

MANUFACTURER

Products of Tnemec Company, Inc., Kansas City,

Sample provided:

1c 241-00GR Ultra-Tread MVT W/30-50 Sand (Color will be white)

1c 237-32GR Power-Tread

1c 248-32GR Everthane

HIGH-PERFORMANCE COATINGS, GENERAL

Materials Compatibility: Provide shop and field primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

Products shall be of same manufacturer for each coat in a coating system.

VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior coatings applied at project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

Colors: White and Yellow stripping.

SOURCE QUALITY CONTROL

Testing of Coating Materials: Owner reserves the right to invoke the following procedure:

Owner may engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.

Testing agency will perform tests for compliance with product requirements.

Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

HIGH-PERFORMANCE COATINGS, PRODUCTS

STEEL – Structural, Tanks, Pipe, and Equipment

System 102 – Steel - Moderate Exposure and/or UV Exposure - Existing Construction

- a. Spot Prime areas of bare steel and corrosion: **Series 133 ProTuff Aluminum**
- b. Primer Coat (entire surface): **Series 133 ProTuff Aluminum**
- c. Finish Coat: **Series 248 Everthane**

CONCRETE & MASONRY – PRECAST, POURED-IN-PLACE, CAST-IN-PLACE AND CMU

System 302 – Interior CMU– Moderate to Severe Exposure – Chemical Exposure

CONCRETE FLOORS

System 311 - Dry Areas – Warehouse and Storage areas – concrete sealer

- d. Finish Coat: **Ashford Formula**

System 313 - Moderate to Severe Abuse, Chemical Exposure – Chemical Storage Rooms, Fuel Areas

- e. Base Coat: **Series 241 Ultra-Tread MVT**
 - 1) Immediately broadcast into the wet **Series 241** at 0.8 lbs. per square foot to refusal with 30/50 aggregate
- f. Grout Coat: **Series 282 Tneme-Glaze**
- g. Finish Coat: **Series 282 Tneme-Glaze**
- h. Striping (Optional): **Series 280 Tneme-Glaze**

System 314 - Moderate to Severe Abuse, Chemical Exposure, Heavy Traffic –Shop areas

- i. Base Coat: **Series 241 Ultra-Tread MVT**
 - 1) Immediately broadcast into the wet **Series 241** at 0.8 lbs. per square foot to refusal with 30/50 aggregate
- j. Grout Coat: **Series 237 Power-Tread**
- k. Second Grout Coat: **Series 237 Power-Tread**
- l. Finish Coat: **Series 248 Everthane**
- m. Striping (Optional): **Series 280 Tneme-Glaze**

PART 3 - EXECUTION

EXAMINATION

Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

Do not begin installation until substrates have been properly prepared.

If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation.

Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

Proceed with coating application only after unsatisfactory conditions have been corrected.
Application of coating indicates acceptance of surfaces and conditions.

PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.

Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

Protect adjacent areas and surfaces from coatings not scheduled to be applied.

SURFACE PREPARATION

Surfaces shall be prepared in accordance with manufacturer's written instructions as outlined in the product data sheet and application guides.

Surface preparation shall be as specified in the designated coating system.

Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

Steel – Structural, Tanks, Pipe and Equipment:

Prior to the specified surface preparation SSPC-SP1 Solvent Cleaning shall be performed to all surfaces.

SSPC-SP2 Hand Tool Cleaning: Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by hand chipping, scraping, sanding, and wire brushing.

SSPC-SP3 Power Tool Cleaning: Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by power tool chipping, descaling, sanding, wire brushing, and grinding.

SSPC-SP6/NACE 3 Commercial Blast Cleaning: Removal of all visible oil, grease, soil, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except that staining shall be limited to no more than 33 percent of each 9-square inch of surface area.

Abrasive Blast-Cleaned Surfaces: Coat abrasive blast-cleaned surfaces with primer before visible rust forms on surfaces. Do not leave blast-cleaned surfaces uncoated for more than 8 hours.

Concrete and Masonry Substrates:

All surfaces must be clean, dry, and free of oil, grease, and other contaminants, prior to preparation in accordance with SSPC-SP13/NACE No. 6. Concrete surfaces must be sound and capable of supporting the coating system.

Prepare concrete surfaces in accordance with SSPC-SP13/NACE No. 6 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive Blast, Shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers, existing coatings, and other contaminants and to provide the recommended ICRI-CSP Profile.

Cracks, voids, and other surface imperfections should be filled with the recommended filler or surfacer prior to the installation of the materials.

Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through the coating system according to manufacturer's written recommendations.

Level or grind concrete substrates to produce a uniform and smooth surface, including removal of sharp edges, ridges, form fins, and other concrete protrusions.

All surfaces to be painted or repainted, shall be repaired, cleaned, and finished to the standards as specified herein and in Division 3 for new concrete.

APPLICATION

Apply coatings in accordance with manufacturer's written instructions as outlined in the manufacturer's written instructions.

The application of protective coatings to steel shall be in accordance with SSPC PA 1 – Shop, Field, and Maintenance Painting of Steel.

Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.

Keep containers closed when not in use to avoid contamination.

Uniformly apply coatings at spreading rate required to achieve specified Dry Film Thickness (DFT).

Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

In accordance with SSPC-PA 11 stripe paint with brush at critical locations such as welds, corners, and edges using specified primer.

Use applicators and techniques suited for coating and substrate indicated.

Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.

Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.

Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat but provide sufficient difference in shade of undercoats to distinguish each separate coat.

If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

FIELD QUALITY CONTROL, INSPECTION AND TESTING

The Applicator shall perform the quality control procedures listed below in conjunction with the requirements of this section.

Inspect materials upon receipt to ensure that products are supplied by the approved Manufacturer.

Surface Profile and Degree of Surface Cleanliness: Inspect and record substrate profile (anchor pattern) and degree of cleanliness. Surfaces shall meet the manufacturer's recommended anchor profile and degree of blast cleaning.

Visually confirm the specified degree of surface cleanliness of the ferrous metal surface in accordance with SSPC-VIS 1.

The specified surface profile of the prepared substrate shall be verified in accordance with ASTM D4417 – Method C Replica Tape.

Concrete Surface Profile: Inspect and record substrate profile (anchor pattern). Surfaces shall be profiled equal to the CSP amplitude as recommended by the coating manufacturer in accordance with ICRI Guideline 310.2 and SSPC-SP13/NACE No. 6.

Compare the substrate profile once every 50 square feet with the Concrete Surface Profile (CSP) comparators in accordance with ICRI Guideline No. 310.2.

Concrete Surface Cleanliness: Prepared concrete surfaces shall be inspected for surface cleanliness after cleaning and drying, prior to resurfacing or coating application.

Concrete Moisture Testing: After surface preparation verify concrete dryness in accordance with ICRI Guideline 310.2 and SSPC-SP13/NACE No. 6 and one of the following moisture test methods.

ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

ASTM F2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

ASTM D4263— Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.

Consult manufacturer regarding questions and or recommendations about moisture problems or questions.

Measure and record ambient air temperature, relative humidity, and dew point temperature once every two hours of each work shift to ensure that the products are being applied within the manufacturer's recommendations.

Measure and record substrate temperature once every two hours using an infrared or other surface thermometer to ensure that the products are being applied within the manufacturer's recommendations.

Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.

Report: Submit written reports describing inspections made and actions taken to correct non-conforming work. Report non-conforming work not corrected. Submit copies of report to Architect and Contractor.

The Applicator is responsible for keeping the Architect and Owner informed of progress so that Architect/Owner may provide additional quality control at their discretion.

Inspection by the Owner or Architect does not absolve the applicator from his responsibilities for quality control inspection and testing as specified herein or as required by the Manufacturer's instructions.

Manufacturer's Technical Services: Coordinate with coating manufacturer's technical service department or independent sales representative for current technical data and instructions.

CLEANING AND PROTECTION

At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

Remove temporary coverings from painting and coating areas and surfaces. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

ONE-YEAR INSPECTION

Owner will set date for one-year inspection of coating systems.

Inspection shall be attended by Owner, Contractor, Architect, and manufacturer's representative.

Repair deficiencies in coating systems as determined by Architect in accordance with manufacturer's instructions.

SCHEDULES

STEEL – Structural, Tanks, Pipe, and Equipment

System 102 – Steel - Moderate Exposure and/or UV Exposure - Existing Construction

- a. Surface Preparation for areas of bare steel and rust: SSPC-SP 7 Brush-off Blast Cleaning. If abrasive blast cleaning is not feasible, Power Tool Cleaning to Bare Metal in accordance with SSPC-SP 11 may be used.
- b. Surface Preparation for painted surfaces: All areas shall receive a high-pressure wash utilizing a commercial degreaser/detergent, thoroughly rinse to ensure all surfaces are clean and free of contaminants.
- c. Spot Prime areas of bare steel and corrosion: **Series 133** ProTuff Aluminum at 3.0 – 5.0 mils DFT
- d. Primer Coat (entire surface): **Series 133** ProTuff Aluminum at 3.0 – 5.0 mils DFT
- e. Finish Coat: **Series 248** Everthane at 2.0 – 3.0 mils DFT
- f. Products applied by roller will require multiple coats to achieve specified thickness.

CONCRETE & MASONRY – PRECAST, POURED-IN-PLACE, CAST-IN-PLACE AND CMU

System 302 – Interior CMU– Moderate to Severe Exposure – Chemical Exposure

- g. Products applied by roller will require multiple coats to achieve specified thickness.

CONCRETE FLOORS

System 311 - Dry Areas – Warehouse and Storage areas – concrete sealer

- h. Surface Preparation: Clean and Dry – as per product data sheet
- i. Finish Coat: **Ashford Formula**

System 313 - Moderate to Severe Abuse, Chemical Exposure – Chemical Storage Rooms, Fuel Areas

- j. Surface Preparation: Prepare in accordance with SSPC-13/NACE No. 6 and ICRI Technical Guidelines. Abrasive blast, shot-blast, or mechanically abrade concrete surfaces to provide a minimum ICRI-CSP 4 or greater surface profile.
- k. Base Coat: **Series 241** Ultra-Tread MVT at 70 – 80 square feet per kit.
 - 1) Immediately broadcast into the wet Series 241 at 0.8 lbs. per square foot to refusal with 30/50 aggregate
- l. Grout Coat: **Series 282** Tneme-Glaze at 160 – 200 square feet per gallon
- m. Finish Coat: **Series 282** Tneme-Glaze at 160 – 200 square feet gallon
- n. Striping (Optional): **Series 280** Tneme-Glaze – If recoat window has been missed - Prepare the coated surface by mechanically abrading with power sanders to de-gloss and abrade the surface for the stripe to bond.

System 314 - Moderate to Severe Abuse, Chemical Exposure, Heavy Traffic – New Concrete - Shop areas

- o. Surface Preparation: Prepare in accordance with SSPC-13/NACE No. 6 and ICRI Technical Guidelines. Abrasive blast, shot-blast, or mechanically abrade concrete surfaces to provide a minimum ICRI-CSP 4 or greater surface profile.
- p. Base Coat: **Series 241** Ultra-Tread MVT at 70 – 80 square feet per kit.
 - 1) Immediately broadcast into the wet Series 241 at 0.8 lbs. per square foot to refusal with 30/50 aggregate
- q. Grout Coat: **Series 237** Power-Tread at 60 – 80 square feet per gallon
- r. Second Grout Coat: **Series 237** Power-Tread at 80 – 100 square feet per gallon.
- s. Finish Coat: **Series 248** Everthane at 400 – 500 square feet per gallon
- t. Stripe: **Series 280** Tneme-Glaze – If recoat window has been missed. Prepare the coated surface by mechanically abrading with power sanders to de-gloss and abrade the surface for the stripe to bond.

UTA Meadowbrook Material List and Installation Method

Material List

- 1) Miscellaneous fill and patch work.
 - a. Tnemec Series 215
- 2) Base Coat
 - a. Tnemec Series 241 Ultra-Tread MVT
 - b. 30/50 round aggregate
- 3) First grout coat
 - a. Tnemec Series 237 Power-Tread
- 4) Second grout coat
 - a. Tnemec Series 237 Power-Tread
- 5) Finish coat
 - a. Tnemec 248 Everthane
- 6) Line Striping
 - a. Tnemec 280 Tneme Glaze
- 7) Concrete repair
 - a. Sika 2500

*Materials are specified in project specifications.

Installation Method

- 1) Prepare Surface
 - a) Area will be caution taped off with barricade tags to protect work areas and UTA employees.
 - b) Perform adhesion test to verify current coating systems bond strength to concrete substrate.
 - c) Surface will be inspected for oils, grease, or other contaminates and cleaned.
 - d) Surface will be mechanically abraded
 - e) Equipment will have dustless attachments to control airborne silica dust.

Schedule:

UTA Meadowbrook



SCOPE OF PROJECT – Epoxy Floor System with Urethane Top Coat

CDC Restoration & Construction proposes to prepare and install 32,000 SF of a Tnemec four-coat floor system.

All work will be done utilizing our professionally trained crews and extensive array of equipment. The installation procedures generally will be according to the following:

1. Prepare existing floor surface to meet manufactures specification.
2. Prepare up to 2500 lf of joints and cracks.
3. Fill up to 2500 lf of joints and cracks with manufacture approved material.
4. Repair chips in existing floor surface with Tnemec Series 215 as needed.
5. Repair up to four cubic feet of damaged concrete.
6. Cut termination lines as needed at terminations.
7. Vacuum floor surface to receive system.
8. Install Tnemec Series 241 Ultra-Tread MVT at 70-80 square feet per kit using a notched squeegee.
9. While the Series 241 is still “wet” a 30/50 round aggregate will be broadcast to refusal.
10. When Series 241 is cured excess aggregate will be removed.
11. Install Tnemec Series 237 Power-Tread groat coat at 60-80 square feet per gallon using a flat squeegee.
12. Install a second Tnemec Series 237 Power-Tread groat coat at 80-100 square feet per gallon using a flat squeegee.
13. Install a Tnemec Series 248 Everthane white finish coat at 400-500 Square feet per gallon using ¼” shed resistant roller cover.
14. Tape off and install yellow line striping to match existing using Tnemec Series 280.

CDC Restoration & Construction is pleased to submit this proposal to complete this project for a sum of:

SCOPE OF PROJECT – Option A-Pits, Stairs, and Hall

CDC Restoration & Construction proposes to prepare and install 1650 SF of a Tnemec four-coat floor system to the pits, stairs, and hall.

All work will be done utilizing our professionally trained crews and extensive array of equipment. The installation procedures generally will be according to the following:

1. Prepare existing floor surface to meet manufactures specification.
2. Prepare up to 200 lf of joints and cracks.
3. Fill up to 200 lf of joints and cracks with manufacture approved material.
4. Repair chips in existing floor surface with Tnemec Series 215 as needed.
5. Repair up to two cubic feet of damaged concrete.
6. Cut termination lines as needed at terminations.
7. Vacuum floor surface to receive system.
8. Install Tnemec Series 241 Ultra-Tread MVT at 70-80 square feet per kit using a notched squeegee.
9. While the Series 241 is still “wet” a 30/50 round aggregate will be broadcast to refusal.
10. When Series 241 is cured excess aggregate will be removed.
11. Install Tnemec Series 237 Power-Tread groat coat at 60-80 square feet per gallon using a flat squeegee.

12. Install a second Tnemec Series 237 Power-Tread groat coat at 80-100 square feet per gallon using a flat squeegee.
13. Install a Tnemec Series 248 Everthane white finish coat at 400-500 Square feet per gallon using ¼" shed resistant roller cover.
14. Tape off and install yellow line striping and stair nosing to match existing using Tnemec Series 280.

NOTES:

- 1.) CDC has included up to 2500 lf of cracks and joints as there was not a quantity in the project documents.
- 2.) CDC has included up to 4 cubic feet in the base project and 2 cubic feet in the option as there was no quantity for concrete repair in the project documents.
- 3.) Initial cleaning to be done by UTA.
- 4.) No cost have been included to remove or replace equipment, tools, tool boxes, etc..
- 5.) Prior to installing the new coating system CDC has included time to administer an adhesion test in each phase to verify the current systems bond strength to the concrete substrate.
- 6.) All work is based on regular day time work week hours.

Freight charges are included in the quotation price.
Insurance certificates are available upon request.

Exhibit B – Cost Sheet

\$401,032.19 for the main floor without the small rooms (32,005.76 sq ft at \$12.53 per sq ft)
\$132,636.56 for the pits 3,829 sq ft @ \$34.64 per sq ft (actual measured pit area) Option A
\$533,668.75 total cost.

Price Firm Fixed.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cheryl Beveridge, Chief Operating Officer
PRESENTER(S): Kevin Anderson, Director of Maintenance Support
David Filby, Manager of Right of Way Assets

TITLE:

Contract: Railroad Line Vegetation Management (Ferrosafe, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve contract and authorize Executive Director to execute contract and associated disbursements with Ferrosafe, LLC in the amount of \$355,500.40 to provide 5 years of Vegetation Management/Control for all UTA Rail Lines.

BACKGROUND:

UTA has carried contracts throughout the years to have a contractor provide vegetation management to ensure the right of way meets FRA requirements regarding vegetation and ensure safe working conditions along the right of way. The procurement was advertised as an invitation for bid (IFB) with Ferrosafe, LLC winning the bid as the low bidder at \$355,500.40.

DISCUSSION:

UTA Maintenance of Way is requesting approval of entering a 5 year contract to have vegetation management provided for all UTA Rail Lines with Ferrosafe, LLC in the amount of \$355,500.40. The scope of the contract includes having Ferrosafe, LLC arrive at UTA with a specialized Hy-Rail vehicle equipped with Vegetation Management equipment and Spray the ROW at 20-foot centers to reduce vegetation. These operations will commence April 30, 2023 and will be conducted during Non-Revenue hours.

CONTRACT SUMMARY:

Contractor Name:	Ferrosafe, LLC
Contract Number:	22-03604BCM
Base Contract Effective Dates:	April 30, 2023 - April 30, 2028
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$355,500.40
Procurement Method:	IFB
Budget Authority:	Local/Maintenance of Way Operating Budget

ALTERNATIVES:

There are no feasible alternatives. Without the Vegetation Management contract we are at risk for excessive vegetation along the Right of Way that could result in unsafe work conditions and FRA civil penalties.

FISCAL IMPACT:

Funds are budgeted annually beginning in 2023 for the 5-year contract through Maintenance of Way Operating Budget 4425.50353.92

ATTACHMENTS:

Contract



INVITATION FOR BID

Cover Sheet

General Information			
Project Name	5 Year Vegetation Management – UTA Railroad Lines		
Project Description	The Utah Transit Authority (UTA) seeks Vegetation Management – Weed Control Mitigation Spraying for All of UTA's Railroad Lines		
Project Start Date/Length	Start April 30, 2023 / for Five Years (5yrs) Consecutive Annual Service Starting Every Spring.		
Contract Type	Service Contract – Firm Fixed Pricing		
UTA Project Manager	David Filby		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Procurement Process Information			
IFB No.	22-03604BCM		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3009 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		
IFB Schedule:			
A) Issue Invitation to Bid	August 10, 2022		
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	August 24, 2022, 2:00 pm MT		
C) Last day for UTA to issue addenda and clarifications	August 31, 2022		
D) Deadline to submit bids	September 06, 2022, 2:00 pm MT		
Included as part of this IFB			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			
Part 5 – Forms			
Bid Contents			

<p>Page Limit Cover pages, table of contents, divider tabs, resumes, the Bid Sheet, and required forms do not count toward the page limit.</p>	<p>10 pages</p>	
<p>Submittal Instructions</p> <ul style="list-style-type: none"> One (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, and One (1) electronic copy of the completed Bid Form, each in pdf format, shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions. 		
<p>Required Forms To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:</p>		
<ul style="list-style-type: none"> Signed Bid Forms and Declarations 		



INVITATION FOR BIDS

Part 1 – Project information

GENERAL OVERVIEW

This Invitation for Bids is to supply Utah Transit Authority (UTA) with onsite Vegetation Management Service for a consecutive annual service starting every spring for a period of five (5) years.

Please note a Certificate of Insurance (COI) - (i.e. Accord Certificate of Insurance form) and proof of Railroad Protective Liability Insurance (RRPLI) will be required if awarded.

Service: Bidder must provide onsite Vegetation Management – Weed Control Mitigation / Herbicide Spraying Service for All of UTA’s Railroad Mainlines, Branches, and Yard Tracks.

Locations: All rail lines that UTA maintains from FR, Blue Line, Red Line, Green Line, & Rail Yards

RAIL MAINLINES:

FR – Front Runner Heavy Rail

Ogden Transit Center
2350 South Wall Ave.
Salt Lake City, UT 84404

Provo Central
690 South University Ave.
Salt Lake City, UT 84601

Blue Line – TRAX Light Rail

Salt Lake Central
250 South 600 West
Salt Lake City, UT 84101

Draper Town Center
1131 East Pioneer Rd.
Salt Lake City, UT 84020

Red Line – TRAX Light Rail

University Medical Center
10 North Medical Drive
Salt Lake City, UT 84103

Daybreak Parkway
11405 South Grandville Ave.
Salt Lake City, UT 84095

NOTE: To Include the Garfield Line which connects to the Red Line between 400 West and 9000 South.

Green Line – TRAX Light Rail

Airport
650 North 3700 West
Salt Lake City, UT 84116

West Valley Central
2750 West 3590 South
Salt Lake City, UT 84119

RAIL YARDS:

Warm Springs - Frontrunner
900 North 500 West
Salt Lake City, UT 84116

Jordan River - TRAX
2264 South 900 West
Salt Lake City, UT 84119

Lovendahal/Midvale - TRAX
613 West 5960 South
Salt Lake City, UT 84119

Service Contract Period: Contractor to start Onsite service on April 30, 2023 with planned End Date on or April 30, 2028. Contractor shall contact and schedule actual service dates and times with Davide Filby (UTA ROW Mgr) wk 801-287-4538 dfilby@rideuta.com or appointee. Service Dates will be within the first three weeks of April for each consecutive year.

Scope of Work (SOW):

Five (5) Years – Consecutive Annual Service to include:

- Treat approximately 185 miles of mainline, branch, and yard tracks at a pattern 24'/12' from centerline of rail for preemergent weed control.
- Contractor to provide Personnel & Vehicle 1ea Hi-Rail Truck for treating ~ 605 Acres.
- No spraying will be done at bridges or culverts to prevent contaminating waterways.



INVITATION FOR BIDS

Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low responsive and responsible Bidder. Low bid shall be determined by the bid price for the 5-year Service.

Please use the Excel spread sheet 'Bid Form' attached in Sciquest to record bid pricing.

Bid must be Entered in Sciquest



INVITATION FOR BIDS

Part 3 – Standard Terms of Solicitation

1.1 INSTRUCTIONS TO BIDDERS

1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the RFP number.

If you need to create an account please select “Create Account” and then you can search UTA or the RFP number identified on the Cover Page. If you need assistance please email the Utah Supplier Portal Support at sciquestadmin@utah.gov. Instructions to Bidders are included in the IFB documents.

1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the

Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA’s cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

1.1.1.4 Submitting Questions to UTA

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA’s answers to timely questions will be posted on the SciQuest Q&A page.

1.1.1.5 Requests for Approved Equals or Changes

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, “Requests”) must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA’s responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name,

component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

1.1.1.6 Addenda to the Invitation for Bids

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

1.1.1.7 Multiple or Alternative Bids

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

1.1.1.8 Withdrawal of Bids

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

1.1.1.9 Cost of Bids

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

1.1.1.10 Examination of Invitation for Bids

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions shall be considered.

1.1.1.11 Firm Offer

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

1.1.1.12 Disclosure of Organizational Conflict of Interest

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

1.1.1.13 No Collusion

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

1.1.1.14 Federal Requirements. (if applicable)

If federal funds are being used to finance this project, the Contractor shall also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:
 - Set up and maintain contractor login for all persons inputting information in the system
 - Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
 - All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
 - All subcontract award amounts, date signed, and change orders
 - Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

The Contractor shall include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system.

1.2 SELECTION PROCESS

1.2.1.1 Public Opening

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

1.2.1.2 UTA's Procurement Options

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

1.2.1.3 Responsiveness

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

1.2.1.4 Responsibility

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

1.2.1.5 Checking References.

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

1.2.1.6 Requests for Clarification

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

1.3 PROTESTS

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to protests@rideuta.com.

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



INVITATION FOR BIDS

Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can

reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:**
 - a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
 - b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the

Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Vendor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

13. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

- Combined Single Limit (CSL) \$2,000,000

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

leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

5. Railroad Protective Liability Insurance (RRPLI) –

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor 's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 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 UTA Contract Administer and utahta@Ebix.com and approved 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 Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTOR S:** Contractor s' certificate(s) shall include all subcontractor s 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.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.

15. **DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.
16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Vendor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Vendor to submit additional environmental documents. Vendor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
23. **UTAH ANTIDISCRIMINATION ACT:**
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination

laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

24. **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.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



INVITATION FOR BIDS

Part 5 – Declarations, Offer, and Conflict of Interest Form

A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

- 1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
- 2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
- 3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.
- 4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. ___ Date _____
 Addendum No. ___ Date _____
 Addendum No. ___ Date _____
 Addendum No. ___ Date _____

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

- 5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Fernsife LLC
 (Contractor's Name)

[Signature]
 (Signature)

Dwe Ahas
 (Print Name)

B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Sheet Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid shall be considered null and void. **By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Ferasafe LLC
(Contractor's Name)
500 1st Avenue Zillah, WA
(Contractor's Address) 98953
334-782-3033
(Contractor's Phone Number)
mattzooj@ferasafe.com
(Contractor's Email Address)
81-0757696
(Contractor's EIN)

[Signature]
(Signature)
Steve Atie.
(Print Name)
CPo
(Title)
9/23/22
(Date)

C. UTA'S ACCEPTANCE and BINDING CONTRACT

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

Name / (Acting Chief Operating Officer) _____
Date _____ Date _____
Name / (Executive Director)

Name (Project Manager) Date _____

DocuSigned by:
Mike Bell Date 9/23/2022
361F16F838704A9...

Name / (UTA Legal)

BID FROM	
UTA Invitation for Bid (IFB) 22-03604BCM 5 Year Vegetation Management Five (5) Year Period (April 30, 2023 - April 30, 2028)	
5 Year Period	Annual Price for Vegetation Management - to include Personnel & Hi-Rail Truck to apply spraying
Year 1 (April 30, 2023 - April 30, 2024)	\$67,760.00
Year 2 (April 30, 2024 - April 30, 2025)	\$67,760.00
Year 3 (April 30, 2025 - April 30, 2026)	\$70,470.40
Year 4 (April 30, 2026 - April 30, 2027)	\$73,289.22
Year 5 (April 30, 2027 - April 30, 2028)	\$76,220.78
<p>*Annual price for vegetation management only includes the initial/pre-emergent herbicide application as indicated in the scope of work. Pricing for application outside of scope, as well as any mechanical cutting provided as needed upon request.</p>	
<p>Please list any additional Fees not included above. Please use the space below to provide detailed pricing.</p>	
Other Additional Fees (Category)	
<p>NOTES: ALL PRICING IS TO BE TAX EXEMPT Please enter "NA" in columns where any pricing or fees are not applicable.</p>	



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Sheldon Shaw, Safety and Security Director
PRESENTER(S): Kent Muhlestein, Safety Administrator

TITLE:

Contract: Arc Flash and Shock Risk Study of UTA Electrical Systems (Kinectrics AES, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract and associated disbursement with Kinectrics AES, Inc. in the amount of \$486,941.71 to perform an arc flash and shock risk study of UTA electrical systems. This approval is only for the base year and contract value stated above.

BACKGROUND:

An arc flash and shock risk assessment is necessary under OSHA and NFPA 70E standards for electrical safety in the workplace to reduce the risk of electrical hazards while performing electrical tasks.

DISCUSSION:

The contracted vendor will perform arc flash assessments and shock risk assessment of UTA electrical installations necessary to determine the proper electrical protective equipment that must be provided to UTA maintenance employees potentially working on energized electrical systems. The information from this analysis will be posted on electrical panels and electrical control devices with the necessary safety information

This contract is for a one-time assessment of the rail line and signal electrical installations, signal houses and substations during the year 2022 but may also include assessment of more building facilities through the end of the contract term in 2023. Additional option years and work beyond the \$486,941.71 will require separate board approval.

CONTRACT SUMMARY:

Contractor Name:	Kinectrics AES, Inc.
Contract Number:	22-03589AB
Base Contract Effective Dates:	October 12, 2022 to October 31, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$486,941.71
Procurement Method:	RFP
Budget Authority:	Capital Budget

ALTERNATIVES:

Continue current practice of electricians using their best judgement without the necessary hazard risk information to select proper PPE.

FISCAL IMPACT:

A portion of the cost for this work is included in the 2022 capital budget, with additional funds proposed in 2023

ATTACHMENTS:

Professional Services Agreement UTA Contract #22-03589AB

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03589AB

Arch Flash Study

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Kinectrics AES Inc., a Corporation having offices at 2135 City Gate Lane, Naperville Illinois 60563 (“Contractor”).

RECITALS

WHEREAS, UTA desires to hire professional services for Arch Flash Services

WHEREAS, On July 1, 2022, UTA issued Request for Proposal Package Number 22-03589AB (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

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

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than October 31, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract. UTA may award one or more additional option years for work at other sites but will negotiate scope of work and pricing for those additional option year. There is a total NTE price for the base year plus all option years of \$822,061.00

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
 3. Contractor 's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any Contractor /contractor tproposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
1. In the Scope of Services;
 2. In the method or manner of performance of the Work; or
 3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive"

changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Contractor’s failure to provide timely written notice as provided above shall constitute a waiver of Contractor’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes,

reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor , Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

11. USE OF SUBCONTRACTOR S

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

12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor ’s Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

If the contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order

shall be specifically identified as a “Suspension of Work Order” issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor’s cost or time to perform the Work, UTA’s Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA’s own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONTRACTOR’S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.

- C. Information developed by or in the custody of Contractor before entering into this Contract.
- D. Information developed by Contractor through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subContractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subContractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

Limitation of Liability: Consultant's total aggregate liability for damages arising from any cause or action whatsoever, shall not exceed the value of the Contract. IN NO EVENT SHALL CONSULTANT AT ANY TIME BE LIABLE TO UTA FOR ANY PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY BE SUSTAINED BY THEM, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFIT, BUSINESS REPUTATION OR OPPORTUNITY WHETHER SUCH LIABILITY ARISES OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHER LEGAL THEORY WHETHER AT LAW, IN EQUITY OR OTHERWISE. Consultant's liability, whether based upon contract, tort (including negligence), strict liability or otherwise, for any claims, loss or damage arising out of, connected with, or resulting from the performance or breach of this Contract by Consultant shall be limited to specifically identified written claims submitted by UTA to Consultant prior to one year from the completion of the Work. These limitations of liability shall not apply to liabilities arising under the Section 18 Indemnification provision.

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
 - a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
 - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

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

Combined Single Limit (CSL) \$2,000,000

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

5. Railroad Protective Liability Insurance (RRPLI) –

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
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 insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

F. SUBCONTRACTOR S: Contractor s' certificate(s) shall include all subContractor s 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.

20. OTHER INDEMNITIES

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded

therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subContractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently

with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s [SECOND LEVEL]/Contractor’s [SECOND LEVEL]	Five calendar days
UTA’s [THIRD LEVEL]/Contractor’s [THIRD LEVEL]	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority

ATTN: Amanda Burton

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Contractor :

Kinectrics AES

2135 city gate lane suite 100

Naperville, IL 60563

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS

- a. The following requirements apply to the extent that the Contractor is providing design or constructin services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or

exceed \$1 million:

- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subContractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5 for the subContractor's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

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

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor’s work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

37. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By _____

By _____

CONTRACTOR : Kinectrics

DocuSigned by:
By Dave Clarke
81DDAF800AE9473
Name Dave Clarke
Title Senior Vice President
10/4/2022
By _____
Name _____

DocuSigned by:
Tim Merrill
82323E2963D5460...

By _____

UTA Legal Counsel

Title _____

Exhibit A: Scope of Work

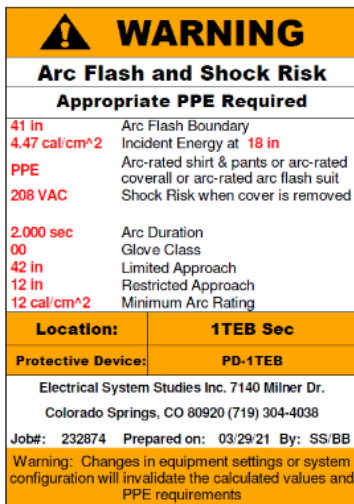
Vendor will perform arc flash assessments and shock risk assessment necessary to determine the proper electrical protective equipment that must be provided to UTA Maintenance of Way (MOW) employees potentially working on the energized electrical systems listed. The information from this analysis will be posted on electrical panels and electrical control devices with the necessary safety information.

Rail system electrical installations that require assessment include 303 signal, interlock and switching houses, 52 traction power substations and 28 rail switch heater electrical circuits. Signal houses are located along both the Frontrunner rail line from Provo to Ogden and along the TRAX rail line from the airport to Draper and South Jordan.

Weather and UV resistant warning labels appropriate for the elements where the electrical equipment is installed will also be provided along with the final report at the end of year 2022. Posting of these warning labels will be accomplished by UTA MOW employees

This contract is for a one-time assessment of the rail line and signal electrical installations, signal houses and substations during the year 2022 but may be add more until end of contract term.

1. The arc flash study and analysis must be performed by an experienced and qualified person or under the direction of an electrical engineer who is knowledgeable in power system analysis and arc-flash hazard analysis, IEEE 1584, NFPA 70E, OSHA 1910.303, overcurrent device protection and performing arc flash studies.
2. Perform Field Verification
3. Update Electrical System Documentation
4. System Modeling
5. Arc Flash Analysis and Short-Circuit Analysis Report.
6. Warning Labeling
Example of Arc Flash Warning Label



List of MOW Structures or Facilities

Trax Crossing Houses	# of Houses	Electrical Service Size
Airport	3	All are 100 A 120/240 V
Draper	7	3 @ 200A 4 @100 A 120/240 V

Garfield	10	All are 100 A 120/240 V
N-S Main	30	All are 100 A 120/240 V
Mid-Jordan	14	All are 100 A 120/240V
Sugar	0	N / A
University-Line	4	100 A 120/240 V
West Valley	6	100 A 120/240 V

Trax Interlocking Houses	# of Houses	Electrical Service Size
Airport	8	5 @200 A 3@100 A 120/240 V
Draper	7	6 @200 A, 1@100 A120/240 V
Garfield	0	N / A
N-S Main	14	5 @200 A 9@100 A 120/240 V
Mid Jordan	11	1 @ 100 A, 10 @ 200 A.
Sugar House	3	All are 200 A 120/240 V
University	2	1 @225 A, 1@100 A 120/240 V
West Valley	5	4 @ 200 A, 1 @ 100 A 120/240 V

Trax Intermediate Signals and Cut Sections	# of Houses	Electrical Service Size
Airport	3	All are 100 A 120/240 V
Draper	0	N / A
Garfield	0	N / A
Mid Jordan	5	All are 100 A 120/240 V
N-S Main	14	All are 100 A 120/240 V
Sugar	0	N / A
University (Switch House)	2	All are 100 A 120/240 V
West Valley	3	All are 100 A 120/240 V

Trax North South Main	# of Houses	Electrical Service Size
Switch Case	7	All are 100 A 120/240 V

Frontrunner North	# of Houses	Electrical Service Size
FRN Crossings	29	10 @ 200 A, 19 @100 A 120/240 V
FRN Cut Houses	6	All are 100 A 120/240 V
FRN Interlocking Houses	22	All are 200 A 120/240 V

Frontrunner South	# of Houses	Electrical Service Size
FRS Crossings	36	3 @200 A, 33 @100 A 120/240 V
FRS Cut Houses & Electric lock	30	All are 100 A 120/240 V
FRS Interlocking Houses	19	All are 200 A 120/240 V
FRS Pinch Points	3	All are 100 A 120/240 V

Substations		
Siemens sub stations	27	Both AC and DC panels
Impulse sub stations	22	Both AC and DC panels

TRAX switch heater equipment: 600 A 240V
Main Street Interlocking
Airport Jct
Health Sciences
Intermodal
Airport B
Rice
Seven Hundred South
150 X-Over
Delta
Gateway
Airport East
Airport A
Freeway
Runway
West Valley
Alpha A
Betta
Gamma
ZCMI
X-Over
Kennecott

FrontRunner switch heater equipment: 600 A 240V
Ogden flyover
Ogden South
Warm Springs "C"
Buffalo N
Buffalo S
Vineyard N
Vineyard S.

Exhibit B
Price

Trax Crossing Houses	# of Houses	Electrical Service Size	Bidded Price
Airport	3	All are 100 A 120/240 V	\$ 785.60
Draper	7	3 @ 200A 4 @100 A 120/240 V	\$ 1,833.06
Garfield	10	All are 100 A 120/240 V	\$ 2,618.65
N-S Main	30	All are 100 A 120/240 V	\$ 7,855.96
Mid-Jordan	14	All are 100 A 120/240V	\$ 3,666.12
Sugar	0	N / A	\$ -
University-Line	4	100 A 120/240 V	\$ 1,047.46
West Valley	6	100 A 120/240 V	\$ 1,571.19
Total bid Price for Trax Crossing Houses			\$ 19,378.04
Trax Interlocking Houses	# of Houses	Electrical Service Size	Bidded Price
Airport	8	5 @200 A 3@100 A 120/240 V	\$ 2,094.92
Draper	7	6 @200 A, 1@100 A120/240 V	\$ 1,833.06
Garfield	0	N / A	\$ -
N-S Main	14	5 @200 A 9@100 A 120/240 V	\$ 3,666.12
Mid Jordan	11	1 @ 100 A, 10 @ 200 A.	\$ 2,880.52
Sugar House	3	All are 200 A 120/240 V	\$ 785.60
University	2	1 @225 A, 1@100 A 120/240 V	\$ 523.73
West Valley	5	4 @ 200 A, 1 @ 100 A 120/240 V	\$ 1,309.33
Total bid Price for Trax Interlocking Houses			\$ 13,093.28
Trax Intermediate Signals and Cut Sections	# of Houses	Electrical Service Size	Bidded Price
Airport	3	All are 100 A 120/240 V	\$ 785.60
Draper	0	N / A	\$ -
Garfield	0	N / A	\$ -
Mid Jordan	5	All are 100 A 120/240 V	\$ 1,309.33
N-S Main	14	All are 100 A 120/240 V	\$ 3,666.12
Sugar	0	N / A	\$ -
University (Switch House)	2	All are 100 A 120/240 V	\$ 523.73
West Valley	3	All are 100 A 120/240 V	\$ 785.60

Total bid Price for Trax Intermediate Signals & Cuts			\$ 7,070.38
Trax North South Main	# of Houses	Electrical Service Size	Bidded Price
Switch Case	7	All are 100 A 120/240 V	\$ 1,833.06
Total bid Price for Trax North South Main			\$ 1,833.06
Frontrunner North	# of Houses	Electrical Service Size	Bidded Price
FRN Crossings	29	10 @ 200 A, 19 @100 A 120/240 V	\$ 7,594.10
FRN Cut Houses	6	All are 100 A 120/240 V	\$ 1,571.19
FRN Interlocking Houses	22	All are 200 A 120/240 V	\$ 5,761.04
Total bid Price for Frontrunner North			\$ 14,926.33
Frontrunner South	# of Houses	Electrical Service Size	Bidded Price
FRS Crossings	36	3 @200 A, 33 @100 A 120/240 V	\$ 9,427.15
FRS Cut Houses & Electric lock	30	All are 100 A 120/240 V	\$ 7,855.96
FRS Interlocking Houses	19	All are 200 A 120/240 V	\$ 4,975.44
FRS Pinch Points	3	All are 100 A 120/240 V	\$ 785.60
Total bid Price for Frontrunner South			\$ 23,044.15
Substations			Bidded Price
Siemens sub stations	27	Both AC and DC panels	\$ 7,332.23
Impulse sub stations	22	Both AC and DC panels	\$ 5,761.04
Total bid Price for Substations			\$ 13,093.27
Facilities - Buildings	No. of Buildings	Square Footage	Bidded Price
2100 South (Central Pointe)	1	7884	\$ 1,294.59
Beck Yard (Office, Shop)	1	4200	\$ 689.66
Central Bus Facility	5	38800	\$ 6,371.14
Fire station property (Rented Office & Warehouse Space)	1	4135	\$ 678.99
Frontline Headquarters	3	97392	\$ 15,992.22
Jordan River Rail Service Center	3	318,298	\$ 52,266.02
Lovendahl Rail Service Center	3	103,800	\$ 17,044.45
Meadowbrook Bus Facility	9	225,265	\$ 36,989.57
Ogden Bus Facility	4	43,805	\$ 7,192.99
Ogden Intermodal Hub Bldg.	1	8,069	\$ 1,324.97
Police Station	1	10,988	\$ 1,804.28
Riverside Special Services Bus Facility	4	35,038	\$ 5,753.40
Semi Service (Rented Office & Warehouse Space)	2	16,114	\$ 2,645.99
SLC Intermodal Hub	1	23,889	\$ 3,922.69

Timpanogos Bus Facility	7	56,800	\$ 9,326.83
Warm Springs (Locomotive Diesel Shop)	1	280,000	\$ 45,977.31
Mobility Center	2	29,000	\$ 4,761.94
OK Manufacturing Building	1	50,000	\$ 8,210.23
Total bid Price for Facilities buildings			\$ 222,247.27

Switch Heaters	No. of Buildings	Bidder Price
28 Total	28	\$ 7,332.23
Total bid Price for switch heaters		\$ 7,332.23

Other - Locations	No. of Buildings	Bidder Price
Park and Ride Locations	63	\$ 94,456.30
Platforms and Stations	45	\$ 67,468.79
Parking Garage	2	\$ 2,998.61

Total Base year Contract Fixed Price \$486,941.71

Option years may be accepted by UTA, at that time UTA and Kinectrics will negotiate prices for continued work needed.

Total Contract Value Not to Exceed (NTE) \$822,061.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Acting Planning Director

TITLE:

Change Order: On Demand Technologies Service Order No.2, Amendment No.2 - Southern Salt Lake County Service Contract Increase (River North Transit, LLC / "Via")

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve the amendment to Service Order No. 2 and authorize UTA's Executive Director to execute the amendment and associated disbursements with River North Transit, LLC (Via) by increasing the 2022 Not-to-Exceed amount of \$3,054,967 by \$595,033 for a 2022 total of \$3,650,000

BACKGROUND:

The southern Salt Lake County microtransit service (UTA On Demand southern Salt Lake County) became a permanent UTA service as part of the August 2021 change day and UTA's Five-Year Service Plan. The service area is approximately 71 square miles and operates in the cities of Bluffdale, Draper, Herriman, Riverton, and sections of Sandy, and South Jordan. Customers can request a UTA vehicle to pick them up on demand through the use a smart phone or by calling and requesting a ride for \$2.50. Service is available Monday - Friday 4:00 am to 12:15 am, and Saturday from 6:00 am to 1:15 am.

UTA has contracted with River North Transit, LLC (Via) through a Master Services Agreement (MSA) which was approved by the Board of Trustees on August 25, 2021 and executed in September 2021 after completing a competitive procurement process for a long-term, on-demand microtransit vendor to support expanded and new on-demand services and programs (UTA Contract 20-03399).

Service Order No. 2 of the MSA (UTA Contract 20-03399-2), which was approved by the board on December 15, 2021, defines a Transportation-as-a-Service (TaaS) solution for the UTA On Demand southern Salt Lake County service. Via provides all day-to-day operations including mobile phone technologies, customer service,

drivers, vehicles, vehicle maintenance and cleaning services. Service Order No. 2 further defines funding parameters for full-service operations and is a three-year contract with Not-to-Exceed (NTE) annual expenses defined for each year. NTE amounts are not guaranteed spending amounts and are above the estimated cost to operate the service in years 2023 and 2024.

Amendment No. 1 to Service Order No. 2, executed in December of 2021, provided for one time wheelchair accessible upfitting for Via vehicles at a cost of \$175,000. Other service orders under the MSA have been executed to provide service in other parts of the UTA service area.

DISCUSSION:

Ridership in 2022 has far exceeded projections for the service, including growing over 100% between January and August as the agency moves past the COVID-19 pandemic. UTA staff and Via have made efforts to improve the service quality but are constrained by the number of allotted service hours for 2022 due to the established NTE in Service Order No. 2. Staff is requesting approval of Amendment No. 2 to Service Order No. 2 which increases the 2022 NTE amount by \$595,033, bringing the total NTE for 2022 to \$3,650,000 and the total value of Service Order No. 2 to \$13,371,175.

Staff will provide an update to the UTA Board of Trustees regarding service performance since January 2022. Discussion topics will include the following:

- Overview of service performance including ridership, key performance indicators, customer experience, and travel patterns
 - Successes and challenges with the service
 - Need and request for increasing the 2022 NTE
-

CONTRACT SUMMARY:

Contractor Name:	River North Transit, LLC (Via)
Contract Number:	20-03399-2-2
Base Contract Effective Dates:	January 1, 2022 - December 31, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	\$16,953,912
Amendment Amount:	\$ 595,033
New/Total Contract Value:	\$17,548,945
Procurement Method:	RFP
Budget Authority:	2022 IMS and Planning & Engagement Budgets

ALTERNATIVES:

UTA staff in partnership with Via have made adjustments to the service over the past several months in an effort to maximize service quality within the existing NTE. Efforts include increasing customer wait times, tighter aggregation parameters, and adjusting driver’s schedules and hours to better align with travel demand patterns. Other alternatives to adding additional driver hours could include:

- Maintain current service levels and limit ridership growth
 - Reduce service hours by starting service later or ending service earlier
 - Reduce Saturday service to 30-45 minute wait times
-

FISCAL IMPACT:

The cost of additional service hours for 2022 can be absorbed in the 2022 IMS and Planning & Engagement budgets.

ATTACHMENTS:

- UTA Contract No. 20-03399-2-2: Southern Salt Lake County 2022 NTE Amendment

**AMENDMENT NO. 2 TO
SERVICE ORDER NO. 2 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-2-2**

OCTOBER 26, 2022

1. Amendment

On December 15, 2021, each of River North Transit, LLC (“**Via**”) and the Utah Transit Authority (“**UTA**” or “**Customer**”), hereinafter collectively referred to as the “**Parties**,” entered into Service Order No. 2 (as amended, the “**Service Order**”) under UTA Contract No. 20-03399 (the “**MSA**”) to establish and on-demand transit deployment (“**Deployment**”) in southern Salt Lake County, Utah.

By this Amendment No. 2, the Parties agree to amend the Service Order by replacing in its entirety Appendix C: Annual Not-to-Exceed Fees, with the following:

**Appendix C:
Annual Not-to-Exceed Fees**

Total Compensation: The not-to-exceed (NTE) total compensation for performance for the duration of the Service Order as covered by the MSA and all Addendum(s) is thirteen million three hundred seventy-one thousand one hundred seventy-five dollars (\$13,371,175). These NTE amounts include, but are not limited to, service expenses for WAV retrofits, vehicle wrapping, driver pay, vehicle rental fees, live customer support, project operations, rider acquisition, technology, and dedicated IT operations. Annual expenses and NTEs are subject to downward adjustment based on actual revenue hours achieved. Annual NTE’s shall be distributed as follows (exclusive of fuel):

- 2021 NTE: \$175,000
- 2022 NTE: \$3,650,000
- 2023 NTE: \$4,652,417
- 2024 NTE: \$4,893,758

2. Terms

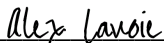

This Amendment No. 2 shall be effective immediately as of the date upon which all the parties identified on the signature page below have signed.

All terms and conditions contained in the MSA and the Service Order are also applicable to this Amendment No. 2. If a term contained in this Amendment No. 2 is in conflict with the general terms of the MSA or the Service Order, the specific term in this Amendment No. 2 shall take

precedence. The MSA and Service Order, as well as all amendments and addendums thereto, remain in full force and effect as supplemented by this Amendment No. 2.

This document contains business information which Via claims to be confidential and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed in duplicate as of the date first herein written.

RIVER NORTH TRANSIT LLC	UTAH TRANSIT AUTHORITY
<p>DocuSigned by:  C765978C824421... Alex Lavoie Manager or River North Transit LLC</p> <p>9/30/2022 Date:</p>	<p>Jaron Robertson Acting Planning Director</p> <p>Date:</p> <p>Nichol Bourdeaux Chief Planning and Engagement Officer</p> <p>Date:</p> <p>Jay Fox Executive Director</p> <p>Date:</p> <p>DocuSigned by:  56A03BC7C491482... Mike Bell Assistant Attorney General UTA Counsel</p> <p>10/3/2022 Date:</p>



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

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

TITLE:

Change Order: Depot District Clean Fuels Technology Center Change Order No. 31 - Phase 6 Onsite Underground Power Conduits and Vaults (Big-D Construction)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Change Order No. 31 and associated disbursements with Big-D Construction in the amount of \$2,604,560.

BACKGROUND:

In June 2018, UTA released a request for procurement (RFP) for the construction of the Depot District Clean Fuels Technology Center. This facility will replace the existing aging and undersized Central bus facility and will house up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. This contract first came to the board for approval of a change order for phase 2/GMP 1 on June 19, 2019. Rocky Mountain Power requires UTA to install underground conduit and vaults so they can provide wiring and equipment to provide the necessary power for the new facility.

DISCUSSION:

This change order is to provide underground conduit and vaults from the parking lot out to 200 South and along 200 South to 600 West. Big-D Construction obtained pricing from three separate, qualified subcontractors. They are proposing to use the subcontractor that proposed the lowest cost.

A Direction or Authorization to Proceed (DAP) has been issued in the amount of \$199,000 to order the precast concrete vaults and other materials which can take several weeks to deliver to the site. The DAP will also allow them to perform utility test holes to verify the locations of other underground facilities in the area and start

obtaining the necessary permits for the work. This change order also includes a contract time extension from March 10, 2023 to May 12, 2023.

CONTRACT SUMMARY:

Contractor Name:	Big-D Construction
Contract Number:	18-2741TP-31
Base Contract Effective Dates:	August 24, 2018 (Phase 1 Contract) June 24, 2019 (Phase 2 Contract)
Extended Contract Dates:	May 12, 2023
Existing Contract Value:	\$74,056,450
Amendment Amount:	\$2,604,560
New/Total Contract Value:	\$76,661,010
Procurement Method:	n/a
Budget Authority:	UTA Capital Budget, MSP102 for the Depot District

ALTERNATIVES:

If this change order is not approved, Rocky Mountain Power will not be able to provide sufficient power for the new facility.

FISCAL IMPACT:

This project is included in the 5-Year Capital Plan. This change order adds \$2,604,560 to the total Depot District project. Sufficient funds remain in the project budget to cover the cost of this change order.

ATTACHMENTS:

1. Big-D Co #31 GMP-6 - MSP102 Legal and Contractor signed

Utah Transit Authority
 669 West 200 South
 Salt Lake City, Utah 84101
 Phone: (801) 741-8885
 Fax: (801) 741-8892



CHANGE ORDER

No. 31

TITLE: GMP #6 - Onsite underground power conduits and vaults
 PROJECT/CODE: MSP102 - Depot District
 TO: Big-D Construction
 ATTN: Jim Allison

DATE: 10/6/2022
 This is a change order to
 CONTRACT No: 18-2741TP

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

This is for GMP #6. This is for the conduit and vaults from the parking lot out to 200 South and along 200 south to 600 West that are needed for RMP to provide power to Depot District for charging EV buses. Contractor received three bids for this work. This also includes a time extension from 3/10/23 to 5/12/23. This change order will require board approval. DAP issued for \$199,000 on 10/06/2022.

Direction or Authorization to Proceed (DAP) previously executed: YES NO

It is mutually agreed upon, there is a schedule impact due to this Change order: YES NO

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	\$2,604,560	Original Contract Sum:	\$149,530	Final Completion Date Prior to This Change:	3/10/2023
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$73,906,920	Contract Time Change This Change Order (Calendar Days):	63
Cost Plus:	-	Previous Project Total:	\$74,056,450	Final Completion Date as of This Change Order:	5/12/2023
T&M NTE:	-	Net Change This Change Order:	\$2,604,560		
Total:	\$2,604,560	Current Project Total:	\$76,661,010		

ACCEPTED: DocuSigned by:

 By: Jim Allison
 Date: 10/10/2022

Jim Allison
 Big-D Construction

By: _____
 Date: _____
 David Osborn
 Project Manager <\$25,000

By: _____
 Date: _____
 Jared Scarbrough
 Dir. of Capital Construction <\$75,000

By: _____
 Date: _____
 Mary DeLoretto
 Acting Chief Service Dev Officer <\$100,000

By: _____
 Date: _____
 Brian Motes
 Procurement

DocuSigned by:

 By: Tim Merrill
 Date: 10/10/2022
 Tim Merrill
 Attorney General >\$10,000

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



Change Order Summary Worksheet
Previously Authorized Changes

Contract 18-2741TP BIG

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$149,530	
1	7/19/2019	\$2,068,783	\$2,218,313	Phase 2/GMP 1 - Demolition and Abatement Construction Services
2	8/12/2019	\$241,637	\$2,459,950	Depot District Clean Fuel Technology Center- Locomotive Bldg. Demolition & Hazardous Waste Abatement- GMP-1A
3	10/18/2019	\$8,092,803	\$10,552,753	Phase 2/GMP 2
4	12/20/2019	\$159,623	\$10,712,376	Phase 2/GMP 1 - Unforeseen Site Conditions
5	3/2/2020	\$41,234	\$10,753,610	Salvage Brick and Timbers
6	3/20/2020	\$54,571	\$10,808,181	Export Material Screening
7	4/17/2020	\$10,348	\$10,818,529	Design Work for Rammed Agregate Piers
8	5/15/2020	\$81,812	\$10,900,341	Various Scope Modifications for PCOs 08, 09, 10, 12, 13, 16, 18, 20, 21 and 22
9	5/15/2020	\$25,799	\$10,926,140	40ft additional waterline tie-in
10	5/15/2020	\$35,252	\$10,961,392	Waterline Loops Around Storm Drain and Fire Waterline Revisions
11	5/15/2020	\$116,671	\$11,078,063	Permit Changes for Wash, Parking and Fueling
12	5/15/2020	\$80,314	\$11,158,377	Various Scope Modifications for PCOs 21, 22, 25 and 28
13	5/15/2020	\$26,049	\$11,184,426	PCO-042 - Wash Bay 2 - Polyurea Walls and Sherwin Williams Epoxy Paint
14	7/17/2020	\$59,156	\$11,243,582	Scope Modifications for PCOs 27-28
15	8/21/2020	\$50,351,311	\$61,594,893	GMP 3 - Construction of Bus Maintenance, Operations and Administration Building
16	7/17/2020	\$61,693	\$61,656,586	Various Scope Modifications for PCOs 23-26 and PCO 29 and 30
17	8/14/2020	\$188,449	\$61,845,035	Various Scope Modifications for PCOs 32-33
18	8/21/2020	\$88,159	\$61,933,194	Various Scope Modifications for PCOs 34-41
19	9/18/2020	\$19,441	\$61,952,635	Various Scope Modifications for PCOs 42-50
20	10/16/2020	\$32,706	\$61,985,341	Upgrade Low Voltage Wiring to Cat 6A
21	10/16/2020	\$20,314	\$62,005,655	Various Scope Modifications for PCOs 51 - 55, 57 - 59
22	11/20/2020	\$6,570	\$62,012,225	Various Scope Modifications for PCOs 60-61
23	12/18/2020	\$15,728	\$62,027,953	Various Scope Modifications for PCOs 62-66
24	1/15/2021	\$16,697	\$62,044,650	Various Scope Modifications for PCOs 67-69
25	2/19/2021	\$105,714	\$62,150,364	Various Scope Modifications for PCO-070-076
26	4/16/2021	\$20,726	\$62,171,090	Integrate Emergency Stops Between CNG and Diesel Together
27	9/22/2021	\$11,166,017	\$73,337,107	GMP 4 - Construction of bus canopies and battery electric bus charging infrastructure
28	7/15/2022	\$719,343	\$74,056,450	GMP #5 - Onsite power conduits and vaults
Total to Date		\$ 73,906,920		



UTA GMP 6

CODE	LINK	DESCRIPTION	BASE BID	SUB / SUPPLIER
260000		DIVISION 26 - ELECTRICAL	1,840,169	
260000	●	Electrical	1,840,169	Wasatch
320000		DIVISION 32 - EXTERIOR IMPROVEMENTS	103,373	
321313	●	Concrete Paving	52,301	Gene Peterson
329000	●	Planting	51,073	Kevin Hull
		SUBTOTAL	\$1,943,542	
	6.48%	Overhead & Profit	125,942	
	1.50%	Cost of Risk	29,153	
		SUBTOTAL	2,098,637	
	1.95%	Fee	40,923	
		TOTAL	\$ 2,139,560	

Contaminated Soils Allowance	\$ 136,000
Permit/Railroad Insurance Allowance	\$ 30,000
Frack Tank Dewatering Allowance	\$ 24,000
Test Holes	\$ 26,000
Water Loop/ Utility Allowance	\$ 65,000
Incluement Weather	\$ 50,000
RailPros	\$ 134,000
TOTAL With Allowance	\$ 2,604,560

UTA GMP 6

260000

Electrical

**Base Bid**

Wasatch

Spec Section	Scope of Work Description	Wasatch	Taylor	CVE	Notes
	BASE BID	1,682,547	1,930,932	852,900	
	Steel Casing	INCL	INCL	957,000	
	6" Raceways	INCL	INCL	INCL	
	Demolition of Landscape, Concrete, and Asphalt	INCL	INCL	13,500	
	Basic Dewatering	INCL	INCL	INCL	
	Boring under 200 South	INCL	INCL	INCL	
	Boring under Railroads	INCL	INCL	INCL	
	Night/ Weekend Work for Boring	INCL	INCL	INCL	
	Vaults	90,000	INCL	100,990	
	Asphalt Repair	INCL	INCL	INCL	
	Remove and Replace existing Fence	4,575	INCL	3,500	
	Survey	5,600	INCL	5,600	
	Excavation	INCL	INCL	INCL	
	Export Haul off	INCL	INCL	27,300	
	Import Back Fill	INCL	INCL	INCL	
	Concrete Prep	22,500	INCL	22,500	
	Remove Tree	INCL	INCL	3,600	
	Restriping	750	INCL	750	
	SWPPP Labor/Maintenance	8,170	INCL	8,170	
	BMPS	1,625	INCL	1,625	
	Street Sweeping	1,400	INCL	1,400	
	Total Duration	10 Weeks	12 Weeks	10 weeks	
	600 West Intersection	4Weeks		2Weeks	
	GENERAL ITEMS	23,002	24,442	25,302	
	Subcontractor Default Insurance	23,002	24,442	25,302	
	Sales Tax State/City/County	Exempt	Exempt	Exempt	
	Addenda Acknowledged	NA	NA	NA	
	Agree to Big-D Subcontract, Terms & Conditions	Yes	Yes	Yes	
	Big-D Prequalified	Y-\$14,075,892	Y-\$17,788,333	Y-\$25,000,000	
	Agrees to Meet Insurance Requirements	Yes	Yes	Yes	
	Valid Contractor License	248835-5501	5127757-5501	225433-5501	
	Totals:	1,840,169	1,955,374	2,024,137	
	Variances:	0	115,205	183,968	
		0.0%	6.3%	10.0%	

UTA GMP 6

321313

Concrete Paving

**Base Bid**

Gene Peterson

52,301

Spec Section	Scope of Work Description	Gene Peterson	Notes
TRADE SPECIFIC SCOPE		51,655	
	BASE BID		
	Replace Curb and Gutter	5,850	
	Type Curb Wall	11,250	
	Replace Side Walk	6,790	
	PCC Paving	6,790	
	Bollards Install	6,750	
	Bollard Supply	1,100	
	Paint Bollards	900	
	Drive Approach	4,455	
	Truncated Domes	1,650	
	Washout Containers	2,400	
	Traffic Controls	3,200	
	Layout	520	
		*	
GENERAL ITEMS		646	
	Subcontractor Default Insurance	646	
	Sales Tax State/City/County	Exempt	
	Addenda Acknowledged	NA	
	Agree to Big-D Subcontract, Terms & Conditions	Yes	
	Big-D Prequalified	Y-\$1,000,000	
	Agrees to Meet Insurance Requirements	Yes	
	Valid Contractor License	347918-5501	
Totals:		52,301	
Variations:		0	
		0.0%	

UTA GMP 6

329000

Planting

**Base Bid**

Kevin Hull

51,073

Spec Section	Scope of Work Description	Kevin Hull	Notes
TRADE SPECIFIC SCOPE		50,442	
	BASE BID		
	Replace Sod	4,850	
	Replace sod with in UTA Fence	4,342	
	Pull out and replace Rock mulch	11,150	
	Repair Irrigation System	10,500	
	O/H	2,650	
	Traffic Control	2,400	
	Street Sweeping	700	
	Replace Trees	1,350	
	New Trees at Park stripe	4,500	
	Temporary Ground cover	8,000	
GENERAL ITEMS		631	
	Subcontractor Default Insurance	631	
	Sales Tax State/City/County	Exempt	
	Addenda Acknowledged	NA	
	Agree to Big-D Subcontract, Terms & Conditions	Yes	
	Big-D Prequalified	Y-\$774,583	
	Agrees to Meet Insurance Requirements	Yes	
	Valid Contractor License	5529548-5501	
Totals:		51,073	
Variances:		0	
		0.0%	



GENERAL INFORMATION

Proposal is based on the following documents:

- Project Plans Titled UTAH TRANSIT AUTHORITY DEPOT DISTRICT CLEAN FUELS TECHNOLOGY CENTER GMP 6 Dated March 18, 2022 with print time stamp of 5/16/2022

GENERAL CLARIFICATIONS

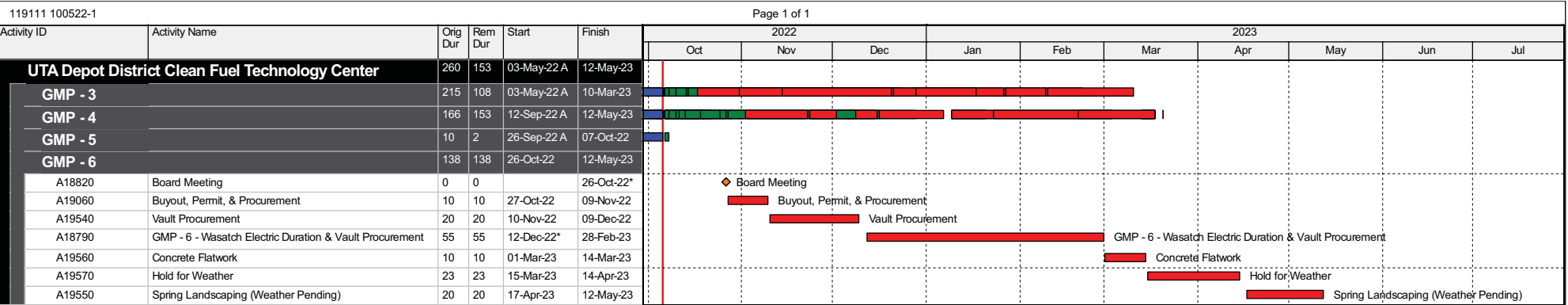
1. Special Inspections, material testing, soil testing and other consulting services are not included. It is understood these services will be procured and paid for by Owner.
2. Scope and Fees associated with Questar/Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are not included and are to be provided and paid for by Owner.
3. This proposal is based on work performed during regular business hours except for night and weekend work during boring under railroads.
4. GMP is included per current Big-D schedule. Any delays to schedule will result in extended General Conditions per agreed upon monthly cost.
5. Schedule duration for GMP-6 work is 3.5 months from start of construction to completion of GMP-6 contractor scope with a 10- 11 weeks duration for electrical scope of work. If Rocky Mountain Power's Preliminary Power for startup and Test & Balance cannot be provided by RMP from GMP-5 scope, and GMP-6 scope is needed for RMP power for equipment start-up and Test & Balance, then schedule delays will push the overall project substantial completion date for either GMP-3 Maintenance Building or GMP-4 Bus Canopies. A substantial completion date revision will have cause for increased costs to Big-D's general conditions.
6. Established allowances include all labor, materials, equipment, supervision, and subcontractor mark-ups required for the complete installation of the defined allowance work item. All allowance saving will be refunded to the Owner. Any costs in excess of the allowance will be the responsibility of the Owner. Unit cost will be negotiated with Owner prior to using allowances below. The following allowances are included:
 - a. Contaminated soils \$136,000
 - b. Permit/Railroad Insurance Allowance \$30,000
 - c. Frack Tank Dewatering \$24,000
 - d. Test Holes \$26,000
 - e. Water loops \$65,000
 - f. Inclement Weather \$50,000
 - g. Rail Pros Flagging \$134,000
7. UTA Rwick/Flagging for UTA Trax lines has not been included in this proposal and will be provided by UTA.

**SITE WORK**

8. Concrete paving has been included as APWA specifications.
9. Disposal of contaminated soils encountered during excavation are not included in base price and will be addressed as change order and funds issued from the contaminated soils allowance.
10. Vac truck excavation has been included around existing sensitive utilities.
11. Our proposal includes pumps to dewater if necessary. Frack tanks for contaminated water is not included in this proposal.
12. Replacement of existing trees has been included as 2" calipers.
13. Irrigation repair and has been included as new sidelines and heads only. Cost to repair or replace mainlines, valves, wires is not included.
14. 4" of topsoil has been included in areas where sod is being repair or replaced.
15. Removal and replacement of pedestrian ramp located on the Northwest corner of 200 south and 600 west though not shown on the drawings has been included in proposal.
16. Landscape repair and planting will need to be done in Spring of 2023 as weather permits.

ELECTRICAL

17. Electrical Permit fees and standard two-year warranty are included in this proposal
18. Furnish and install of transformers and switchgear are excluded from this proposal.
19. Boring under 200 S. is included our proposal with. We will bore at the proposed locations. If for any reason the bore is not possible at this location due to existing structures or hard rock and we need to relocate to another area, will result in extra cost.
20. Electrical vaults have been included and have a 3-4 week lead time. If desired to order vaults early would require a DAP in the amount of \$90,000
21. Boring under railroad has been included as hitting minimal depth clearance of 15' and providing 10" steel casing. All other boring's will be done using HDPE per RMP approval.



Start Date 01-Mar-19
 Finish Date 12-May-23
 Data Date 05-Oct-22
 Run Date 07-Oct-22

- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work

UTA Depot District Clean Fuel Technology Center
Big-D Construction
GMP-6 Schedule





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Auty Dahlquist, Records Manager

TITLE:

UTA Policy - UTA.01.08 - Records Management and Access

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Adopt UTA.01.08 - Records Management and Access Policy with minor updates and rescind the following, which have been incorporated into the new version:

Corporate Policy 1.1.10 - Records Access and Management Policy

Corporate Policy 6.6.1 - HIPPA Implementation

Corporate SOP 1.1.12 - Claims

Corporate SOP 1.1.13 - Lawsuits and Legal Documents

Corporate SOP 1.1.13-1 - Processing of Applications for Writs of Garnishments

Corporate SOP 1.1.14 - Personal Mail

BACKGROUND:

UTA is subject to State and Federal recordkeeping laws. This policy lines out those compliances and other responsibilities relating to UTA records and acceptance of legal documents.

DISCUSSION:

This Policy incorporates previous Policy and SOP's regarding Records Management, including UTA's public

record request compliance, acceptance of Legal documents, and recordkeeping.

ALTERNATIVES:

If this policy is not adopted, the current Corporate Policy 1.1.10 - Records Access and Management Policy and associated policies above will remain in effect without changes or updates.

FISCAL IMPACT:

N/A

ATTACHMENTS:

UTA.01.08 - Records Management and Access Policy

UTAH TRANSIT AUTHORITY POLICY

No. UTA.01.08

RECORDS MANAGEMENT AND ACCESS

1) Purpose.

The purpose of this policy is to recognize the continued need to maintain and preserve accurate records, provide public access to public records, preserve the right of privacy of personal data collected or received by UTA, protect records containing Sensitive Security Information, and comply with applicable state and federal laws. This policy outlines the management and defines responsibility to maintain the integrity of Records for business and legal purposes; litigation; audits; GRAMA Records Requests; and/or requests from other governmental entities. UTA is committed to effectively managing Records from the time they are created, through the required Retention period, until they are legally destroyed.

2) Definitions.

"Application of Writ of Garnishment" means an application for Writ of Garnishments, Writ of Continuing Garnishment and Instructions, Garnishee's Answers to Interrogatories for Earnings, Notice of Garnishment and Exemptions, and Rely and Request of Hearing, which may be served by a potential creditor of a UTA Employee.

"Classification," or "Classify," and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected, contains sensitive security information or is exempt from disclosure under [GRAMA](#) and 49 CFR Part 15 and 49 CFR 1520.

"Claims and Insurance" means the working group within UTA's organizational structure that manages UTA's claims and insurance responsibilities.

"Contractor" means any person, or company that contracts with UTA to provide goods or services directly to UTA; any private, nonprofit organization that receives funds from UTA. It does not mean a private provider.

"Custodian" or "Custodial Area" means the employee or area (Office, Department, Service Unit or Division) that created the Record. If there is more than one copy of a Record, the department who maintains each Record will be the custodian.

"Critical Record" means records in which UTA would cease to function without access or is required by law.

"Employee" means a person employed by UTA, including all administrative and bargaining unit employees. "Employee" does not mean an independent contractor, a person working for an

agency that provides staffing resources to UTA, or a person hired by a contractor performing work for UTA.

"Executive Director" means the senior-most executive over the agency reporting directly to the UTA Board of Trustees, who is also executive over the Executive Director department.

"GRAMA" means the Government Records Access and Management Act, codified at Utah Code Ann. 63G-2-101 et seq.

"GRAMA Records Request" means access requests as provided under GRAMA.

"Historical Record" means a record that reflects the history of UTA, and UTA's major Projects.

"Notice of Claim" means a document that a person or entity must send to Claims and Insurance at UTA before filing a lawsuit against UTA. A "Notice of Claim" is not a general form, application, or inquiry regarding personal injury or property damage.

"Official Records" means records that document and record UTA business or decisions, activities, know-how, transactions and provide evidence of those activities.

"Oversite Entity" means the persons, organizations, or agencies responsible for providing regulatory supervision, and with which UTA has an established working relationship.

"Private Provider" means any person who contracts with UTA to provide services directly to the public.

"Record" means all UTA books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings (including video and audio), electronic data, or other documentary materials regardless of physical form or characteristics, prepared, owned, used, received, or retained by UTA where all the information in the original is reproducible by photocopy or other means.

Record does not mean:

1. A personal note or personal communication unrelated to the conduct of UTA business;
2. Temporary drafts, or drafts not relied upon. Drafts circulated outside of UTA may be considered Records;
3. Materials that are legally owned by an individual in a private capacity;
4. Materials to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by UTA;
5. Junk mail or commercial publications received by UTA or by a UTA employee;
6. Materials specifically designed for dissemination to the public by UTA;
7. Personal notes, personal calendars, or non-UTA business related communications prepared by any UTA employee for personal use;
8. Use of an employee's own notes used as a personal reminder that have not been circulated to another employee or anyone outside of UTA;
9. Calendars or internal memoranda prepared for the use of an officer or agency acting in a

quasi-judicial or deliberative process or pursuant to matters discussed in a meeting closed pursuant to the Utah Open Meetings Act.

10. Proprietary Computer Software Programs that are developed, purchased, or leased under a license agreement by or for UTA for its own use.

“Records Contact” means an individual as directed by the Department or Service Unit’s Manager, to be specially trained and responsible for UTA Official records in a specific UTA area (Office, Department, Service Unit or Division). The Records Contact will participate in records management education and training provided by the UTA Records Department.

“Records Manager” means the current manager over UTA records management department who is also certified by the Utah State Archives.

“Records Officer” means an employee that has been appointed by the Executive Director and certified by the Utah State Archives to classify UTA’s records.

“Records Series” means a group of records with a set retention period that has been approved by the Records Manager and the Utah State Archives.

“Record Sharing” means the act of sharing records classified as other than Public to another government entity or another state as described in UCA §63G-2-206.

“Retention” means the duration of time that a record should be kept and maintained pursuant to a record schedule or legal requirement.

“Sensitive Security Information” or “SSI” means the Classification of information contained in a record obtained or developed in the conduct of security activities as defined in 49 CFR Part 15.

“UTA” means the Utah Transit Authority.

“UTA Legal Services” means an Assistant Attorney General assigned to provide legal services to UTA.

“UTA Working Records Retention Schedule” means the document maintained by the Records Manager containing retention requirements of UTA Records and Record Series.

- 3) Policy.
 - A. GRAMA Records Requests and other release of Records
 1. All Records are subject to GRAMA and can be requested, and possibly produced through means of a GRAMA Records Request.
 2. Records are discoverable through court order or the discovery process under legal litigation.
 3. All requests for Records by a member of the public, another government agency, or a member of the media must be requested through a GRAMA Records Request or a Record Sharing request and must be submitted to a Records Officer.
 4. When requesting records, a requester must submit a written request via letter,

on forms provided by UTA or the Utah State Archives, or email sent to GRAMA@rideuta.com.

5. Records will be Classified at the time of the request of the record and will only be Classified by a Records Officer or in cases of appeals to the Executive Director. A record, record series, or information within a record, may be re-Classified by a Records Officer, or the Executive Director at any time.
6. Exceptions.
 - a. Records released by UTA Police Department as part of a Record Sharing with another law enforcement agency or court request.
 - b. Private or Protected Records subject to a Record Sharing Agreement between UTA and another Government agency or a UTA Contractor.
 - c. Records that are required to be provided to a UTA Contractor to perform the services as contracted with UTA.
 - d. Records that are required to be provided to a State or Federal Contractor within the scope of its contract or Oversight Entity as required by regulation.
 - e. Records may be released by UTA Legal Service providers subject to a court order, litigation, or administrative proceeding.
 - f. Pursuant to GRAMA, Records may be released relating to an appeal made to the Executive Director, or to the Utah State Records Committee, in which their decision has been made to release records as part of the appeal process.
 - g. Legal and Employment Penalties.
UTA employees may be subject to a class B misdemeanor or more serious criminal prosecution for the misuse of Records as described in GRAMA. In addition, possible employment actions can be taken pursuant to violation of UTA Policy.

B. Service and Acceptance of Legal Documents

1. Except for the Executive Director, the Secretary of the Authority, or a UTA Trustee, no person or Employee may accept, for or on behalf of UTA, service of any summons, complaint, or subpoena from a process server, constable, or any other person. The Chair of the Board of Trustees may delegate this authority for their respective term.
2. An Employee served a summons and complaint in connection with his or her employment with UTA will promptly notify UTA Legal Services and provide a copy of the document. The Employee may be entitled to defense by UTA provided such employee was acting within the scope of her or his employment. If the Employee wishes UTA to defend the Employee, the Employee must submit a written request for representation to UTA Legal Services within ten (10) days after the Employee is served.
3. Service of Legal Documents Unrelated to Employment. If a process server attempts to serve an Employee with a legal document unrelated to the Employee's employment with UTA, UTA will ask the process server to serve the Employee at the Employee's residence. UTA will not release to the process server the Employee's address or phone number.
4. A garnishment order or other garnishment document will be accepted by the payroll department or the records department.
5. Claims. All inquiries or documents regarding claims or notices of claim will be forwarded to Claims and Insurance. No employee outside of Claims and Insurance will discuss any claim or notice of claim with a person making a claim against UTA or the person's attorney or representative. Any Employee who receives a document purporting to be a Notice of Claim will immediately mark or stamp the document as to the date received

and direct that document to Claims and Insurance.

6. Search Warrants. A warrant is a court order allowing an officer of the court to search certain premises or things. Any warrant should be directed to a UTA manager. The manager will contact Legal Services on receipt of the warrant and will make every effort to comply with the terms of the warrant. An Employee may obtain more information about legal documents from UTA Legal Services.

C. Personal Mail

1. Employees will not direct to UTA the delivery of personal mail, including but not limited to cards, letters, bills, magazines and catalogs, that are not related to UTA business. If personal mail is delivered to UTA, Employees should expect that such mail will be opened in the normal course of processing the mail.

D. Integrity of Records

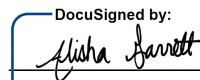
1. Records and Records training will be managed in accordance with UTA Policy and Procedures.
2. Official Records must be reliable, accurate, and reflect UTA's activities and position on the activity, transaction or decision it represents.
3. Record Series will be created in partnership with the Records Manager and the Utah State Archives for the purposes of Records storage at the Utah State Records Center.
4. The UTA Working Record Retention Schedule and Record Series are reviewed and updated on a continual basis. Updates and changes are approved by the Records Manager.
5. Records Maintenance. All Records will remain the property of UTA unless federal or state legal authority provides otherwise. Pursuant to UTA's Records procedures, Custodians of any Records will, at the termination of their employment with UTA, deliver custody and control of all Records kept or received by them to their successors, supervisors, or to the Records Manager.
6. UTA's official, critical and historical records must not be willfully altered. Employees should avoid any negligent, inadvertent alteration or misfiling/misnaming of UTA records.
7. All records, including records delivered via email, should be created with the specific purpose to communicate, or document UTA business matters. Records should not include statements that would reveal competition-sensitive material or compromise an ongoing competitive procurement. Employees should use discretion when creating records and avoid language that may either give the impression of unlawful criminal or civil conduct and/or violate any UTA's policies, guidelines or procedures. Records should not contain inflammatory or inappropriate language; images that may offend others; or statements that could be misconstrued by third parties. Records that include sarcasm, personal attacks, or inappropriate humor that would violate UTA policies regarding employee expectations.
8. Ownership of information, confidential information, additional requirements
 - a. All Records stored in UTA facilities or on any of UTA's technology resources are the sole and exclusive property of UTA and the State of Utah and are not the property of the Record's author, creator, or custodian. This includes, but is not limited to, Records maintained electronically (such as on hard drives, document management systems, UTA servers, email servers, etc.). All Records of any kind stored in these locations are subject to and must be managed in compliance with Utah and Federal

- Law and UTA’s policies and procedures.
- b. Employees should recognize that all records are potentially required to be produced to opposing parties under GRAMA, including but not limited to Litigation proceedings, Subpoena and/or Court Order, regardless of their storage medium or physical location.
- 9. Records containing confidential or personal information will be classified by a UTA Records Officer upon request of the record. Release of such records will follow all laws and policies that UTA is subject to.
- 10. Storage and Management of UTA’s Official Records.
UTA Employees will store Official Records in an approved location or system as approved by the Records Manager.

4) Cross-References.

- Utah Code Ann. §63G-2-101 et seq. - Utah Government Records Access and Management Act
- Utah Code Ann. §54-4, *et seq.* - Utah Open and Public Meetings Act
- Utah Rules of Civil Procedure (URCP) Rule 4
- 49 CFR Part 15 – Protection of Sensitive Security Information and 49 CFR Part 1520
- Board Policy 4.2 - Public Records
- Corporate Policy No. 1.1.21 - Privacy
- Corporate Policy No. 1.1.23 - Information Security Policy
- Corporate Policy No. 1.1.24 - Acceptable Use of Technology Resources Policy
- Corporate Policy 6.1.1 - Employee Expectations

This UTA Policy was reviewed by UTA’s Chief Officers on 08/03/22, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

DocuSigned by:


 Alisha Garrett, Enterprise Strategy Officer
 Accountable Executive

 Jay Fox
 Executive Director

Approved as to form and content:

DocuSigned by:


 56A03BC7C4914E2
 Counsel for the Authority

History

Date	Action	Owner
9/6/1998	Adopted	General Counsel
7/2/1992	Revised – Records Access and Management Policy	General Counsel

10/27/1999	Revised – Records Access and Management Policy	General Counsel
6/16/2004	Revised – Records Access and Management Policy	General Counsel
1/24/2008	Revised – Amended Corporate Policy 1.1.10 Records Access and Management Policy	General Counsel
9/24/2008	Revised – Amended Corporate Policy 1.1.10 Records Access and Management Policy	General Counsel
4/28/2010	Revised – Amended Corporate Policy 1.1.10 Records Access and Management Policy	General Counsel
10/28/2010	Revised – Amended Corporate Policy 1.1.10 Records Access and Management Policy	General Counsel
7/19/2016	Revised – Amended Corporate Policy 1.1.10 Records Access and Management Policy	General Counsel
	Rescinds – Corporate Policy 6.6.1 HIPAA Implementation	Records Manager
	Rescinds – Corporate Policy 1.1.10 Records Access and Management	Records Manager
	Rescinds – Corporate SOP 1.1.12 Claims	Records Manager
	Rescinds – Corporate SOP 1.1.13 Lawsuits and Legal Documents	Records Manager
	Rescinds – Corporate SOP 1.1.13-1 Processing of Applications for Writs of Garnishments	Records Manager
	Rescinds – Corporate SOP 1.1.14 Personal Mail	Records Manager
	Board Approved – UTA.01.08 Records Management and Access	Records Manager
	Adopted – UTA.01.08 Records Management and Access	Records Manager



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Dan Hofer, Director of Capital Assets and Controls
Deidra Carrillo, Manager of Capital Asset Controls

TITLE:

UTA Policy - UTA.06.02 - Capital Asset

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Adopt UTA.06.02 - Capital Assets Policy and rescind Corporate Policy 3.1.12 - Capital Assets Policy.

BACKGROUND:

The UTA Financial Management Oversight Report issued a finding for UTA related to its internal control policies and procedures regarding fixed assets. Their recommendation included revising our financial management policy and procedures manual to include sufficient detail to clearly articulate roles and responsibilities for performing daily tasks, recording all required elements of fixed assets, and maintaining adequate records related to fixed assets.

DISCUSSION:

Capital Asset Policy UTA.06.02 addresses the deficiencies identified by the Financial Management Oversight Report. The policy also addresses appropriate capital asset cost thresholds consistent with other agencies similar to UTA, recent Governmental Accounting Standards that have been released since the last policy was approved, and more clearly defines the roles and responsibilities for the departments (Responsible Owners) who purchase, operate, and maintain these assets related to asset records. This policy will support the Standard Operating Procedures that have been created to increase UTA's responsibility and efficiency in appropriately tracking Capital Assets from beginning to the end of their lifecycle.

ALTERNATIVES:

If this policy is not adopted, the current Corporate Policy 3.1.12 - Capital Assets Policy would remain in effect without changes or renumbering.

FISCAL IMPACT:

N/A

ATTACHMENTS:

UTA.06.02 - Capital Asset

UTAH TRANSIT AUTHORITY POLICY

No. UTA.06.02

CAPITAL ASSET POLICY

1) Purpose

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

2) Definitions

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

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

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

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

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

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

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

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

“UTA” means Utah Transit Authority.

3) Policy

A. Capital Asset Tracking

1. Capital Asset Classes

The maintenance of accurate records depends on precise definitions of each capital asset category. Capital assets are categorized into several major classes. Major capital asset types include:

- Land
- Rail Infrastructure
- Buildings and Building improvements
- Land improvements
- Revenue Vehicles
- Equipment and Support Vehicles
- Intangibles (including software)
- Leased Assets

2. Capital Asset Disposal

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

3. Grant Funded Asset Disposals

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

B. Roles and Responsibilities

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

1. Project Manager Responsibilities

- a. Communicate to Capital Asset Controls Group the list of capital assets acquired as a result of a capital project.

- b. Communicate the planned disposal of Capital Assets due to future capital project plans.
2. Responsible Owner
 - a. Communicate to Capital Asset Controls Group the required asset information upon purchase
 1. Information provided must describe the asset being acquired and not just the description of the funding mechanism. The information provided must demonstrate how the item falls within the Capital Asset definition contained above.
 2. Information needs to be itemized- for example if 10 HVAC units are purchased, the information should be a list of 10 itemized assets, not a list with 1 record with 10 items shown as the quantity.
 - b. Perform biennial inventory with the guidance of the Capital Asset Controls Group
 - c. Communicate asset reallocations as needed
 - d. Obtain approval of desired asset disposition
 - e. Provide documentation of final disposal
3. Capital Asset Controls Group Responsibilities
 - a. Create Capital Asset Record in ERP software and allocate appropriate costs when necessary
 - b. Track Capital Asset Reallocations in ERP software
 - c. Support departments in performing the biennial inventory
 - d. Provide capital asset reports for the Annual Comprehensive Financial Report (ACFR) or for requested disclosures.
 - e. Accounting for the disposal of Capital Assets upon approval
 - f. Collect backup documentation for life cycle of the Capital Asset
 - g. Provide templates for the required asset information

4) Cross-References

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

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

DocuSigned by:

OC1D88FD4FE34FA...
Paul Drake,
Acting Chief Service Development Officer
Accountable Executive

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:

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 Counsel for the Authority

History

Date	Action	Owner
01/29/2019	Adopted - UTA Corporate Policy No. 3.1.12 – Capital Assets Policy	Chief Service Development Officer
	Rescinds – UTA Corporate Policy No. 3.1.12 – Capital Assets Policy	Chief Service Development Officer
	Board Approved – UTA.06.02 – Capital Assets Policy	Chief Service Development Officer
	Adopted – UTA.06.02 – Capital Assets Policy	Chief Service Development Officer



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

TITLE:

Strategy Session to Discuss Pending or Reasonably Imminent Litigation

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of pending or reasonably imminent litigation.

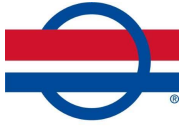
BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purposes for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 10/26/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): David Wilkins, Assistant Attorney General

TITLE:

Approval for Settlement - UTA vs Meza

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

The Board of Trustees may choose to consider and act on a settlement agreement in UTA v. Meza at this meeting.