

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



Wednesday, August 26, 2020, 9:00 a.m.

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

https://www.youtube.com/results?search_query=utaride

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

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with the Utah Open and Public Meetings Act, specifically Utah Code § 52-4-207(4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, August 25th will be distributed to board members prior to the meeting:
 - online at <https://www.rideuta.com/Board-of-Trustees>
 - via email at boardoftrustees@rideuta.com
 - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.
https://www.youtube.com/results?search_query=utaride

- | | |
|---|---|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Consent
a. Approval of August 12, 2020 Board Meeting Minutes | Chair Carlton Christensen |
| 4. Agency Report
a. Government Finance Officers Association (GFOA) Recognition
b. Alisha Garrett – Mass Transit’s 40 Under 40 Recognition
c. Suicide Prevention Awareness | Carolyn Gonot |
| 5. Contracts, Disbursements and Grants
a. Contract: Meadowbrook, Building 8 Roof Replacement (RoofTek, LLC)
b. Contract: S70 Light Rail Vehicle Wraps (Turbo Images) | Eddy Cumins,
Kevin Anderson
Eddy Cumins,
Kyle Stockley |

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

Live Streaming: https://www.youtube.com/results?search_query=utaride

- c. Change Order: Depot District Clean Fuels Technology Center - Phase 2 – Guaranteed Maximum Price (GMP) Stage 3 Contract Amendment (Big-D Construction) Mary DeLoretto

6. Discussion Items

- a. Maintenance of Way (MOW) Building Mary DeLoretto,
David Hancock
- b. 2021-2025 Five-year Capital Plan Mary DeLoretto

7. Other Business

- a. Next meeting: September 2, 2020 at 9:00 a.m.

Chair Carlton Christensen

8. Adjourn

Chair Carlton Christensen

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

**UTAH TRANSIT AUTHORITY
ELECTRONIC BOARD MEETING DETERMINATION**

Consistent with provisions of the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4), and acting in my capacity as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold and convene electronic meetings of the UTA Board without a physical anchor location:

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
 - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person transmission of the SARS-CoV-2 virus continues to occur in the state of Utah; and
 - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on August 24, 2020, and is effective until midnight on September 23, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 21 day of August, 2020.



Carlton Christensen, Chair of the Board of Trustees

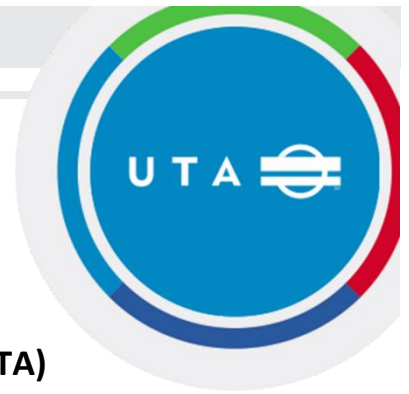


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: August 26, 2020

SUBJECT:	Approval of August 12, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the August 12, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, August 12, 2020 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 and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2020-08-12_BOT_Minutes_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held remotely via phone or video conference
and broadcast live for the public via YouTube
August 12, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also participating were members of UTA staff.

Call to Order and Opening Remarks. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

Public Comment. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as an appendix to the minutes of the meeting.

Safety First Minute. Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

Consent Agenda. The consent agenda was comprised of:

- a. Approval of August 5, 2020 Board Meeting Minutes
- b. Complimentary Transit Passes for Utah Attorney General Staff Representing Utah Transit Authority

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

Agency Report.

August Change Day Update. Eddy Cumins, UTA Acting Executive Director, spoke about the upcoming change day on August 23, 2020. He indicated UTA will be restoring 91 percent of its pre-pandemic service on this date. Specific information related to change day is available on the UTA website, www.rideuta.com.

Discussion ensued. Questions on operator hours following change day and consideration of new travel patterns were posed by the board and answered by Mr. Cumins.

Resolutions.

R2020-08-03 Resolution Authorizing Execution of Addendum 3 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2020-21 Frequent Transit Network Routes. Discussion and voting on the resolution were deferred to a future meeting.

Discussion Items.

Depot District Clean Fuels Technology Center Project Update. Mary DeLoretto, UTA Chief Service Planning Officer, was joined by David Osborn, UTA Project Manager III. Mr. Osborn reviewed the project phasing and construction progress. He then outlined reasons for cost increases and summarized the budget and schedule.

Discussion ensued. Questions on facilities in the administration building, number of overhead charging stations, return on investment for the microgrid, power generation capacity of solar panels, long-term omissions due to cost, leveraging renewable energy options, implications of project completion timeline on future service, and battery storage for solar power (e.g., for overnight charging) were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, August 26, 2020 at 9:00 a.m.

Adjournment. The meeting was adjourned at 9:46 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/621703.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

Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting

Received August 10, 2020 from George Chapman:

comments for August 12 Board meeting

Again, I urge the Board to lower fares on FarePay to \$1 as an experiment. These are very unusual times and standard fare elasticities do not seem to be realistic.

Increasing FarePay charges (to \$2 for bus) will increase driver/passenger interaction which I thought UTA was trying to decrease.

The riders who would be attracted to a \$1 fare are those who are unable to afford the newer and much less polluting cars and end up buying old clunkers that pollute a 100 times more than some new cars. UTA would be/could be responsible for a significant decrease in air pollution if a \$1 fare is implemented on FarePay as an experiment. FarePay also has the advantage of providing data on trips that cash is unable to provide.

In addition, UTA cost of fuel has gone down significantly since the \$2.50 fare implementation and UTA is benefiting from the new taxes.

Instead of a one off, free fare day that does not provide realistic results (FrontRunner is used as a Disneyland type ride for families during free fare day), please consider a few months, maybe to the end of the year, a \$1 fare to see what happens.



1MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carolyn Gonot, Executive Director

BOARD MEETING DATE: August 26, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.</p> <ol style="list-style-type: none">1. Government Finance Officers Association (GFOA) Recognition2. Alisha Garrett, Mass Transit's 40 under 40 Recognition3. Ms. Gonot and Mr. Sheldon Shaw, Safety and Security Director, will provide a presentation on Suicide Prevention Awareness. The intermountain west has 6 of the 10 highest rates of suicide. Utah is the 5th highest state at 25.2 per 100,000 residents. Our rate has increased by 46.5% since 1999. The presentation will cover three key areas:<ol style="list-style-type: none">a. Question, Persuade and Refer (QPR) trainingb. Community outreach effortsc. System safety and trespass prevention
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer
 Kevin Anderson, Facilities Maintenance Manager

BOARD MEETING DATE: August 26, 2020

SUBJECT: Meadowbrook, Building 8 Roof Replacement (RoofTek, LLC)		
AGENDA ITEM TYPE:	Expense Contract	
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract and associated disbursements with RoofTek LLC to replace roof on Meadowbrook Building 8 in the amount of up to \$250,000.	
BACKGROUND:	The roof on Meadowbrook Building 8 has experienced multiple leaks over the past four to five years and has reached the end of its useful life. The scope of this project includes removing the existing 63,000 square foot roof and replacing with a .60 mil polyvinyl chloride roofing system with a 20-year warranty. The roof replacement will be completed in a manner as to not hinder any future expansion of the building.	
DISCUSSION:	UTA Staff is requesting approval of contract with RoofTek LLC to replace the roof on Meadowbrook building 8 in the amount of up to \$250,000. This project is a part of the 2020 SGR Program. The procurement went out for an invitation for bid, and RoofTek LLC submitted the lowest bid at \$234,374 plus \$0.73 per square foot for insulation replacement where required. The amount of insulation replacement required will be determined when the old roof is removed. This contract will not exceed \$250,000.	
CONTRACT SUMMARY:	Contractor Name: RoofTek	Contract Number: 20-03277VW
	Base Contract Effective Dates: Completed by November 30, 2020	Extended Contract Dates: N/A
	Existing Contract Value: N/A	Amendment Amount: N/A
	New/Total Amount Contract Value: \$250,000	
	Procurement Method: IFB Lowest Bidder	Funding Sources: SGR and Capital Projects 2020 Budget

ALTERNATIVES:	There are no feasible alternatives. Waiting to replace or continuing to repair the existing roof will cause damage to the building's infrastructure and will also create safety and slip hazards.
FISCAL IMPACT:	This budget is included in the 2020 Capital Program.
ATTACHMENTS:	1) Contract

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UTA CONTRACT NO. 20-03277VW

Replacement Roof Meadowbrook Bldg. 8

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 RoofTek, a roofing LLC located in Midvale, Utah ("Contractor").

RECITALS

A. UTA desires to Contractor for roof replacement with a polyvinyl chloride roofing system and installation per the Specifications and Bid Schedule. To include but not limited to: remove all existing membrane roofing (approximately 63,000 square feet), and associated materials, including perimeter drip edge, flashings at all roof penetrations, and insulation as needed, and replace with a new polyvinyl chloride roofing system..

B. On May 22, 2020, UTA issued Request for Proposal Package Number 20-03277VW ("IFB") encouraging interested parties to submit proposals to perform the services described in the IFB.

C. Upon evaluation of the proposals submitted in response to the IFB, 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:

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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.

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

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 **November 30, 2020**. 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.

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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 Supply Agreement

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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 IFB 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:

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

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

8. INVOICING PROCEDURES

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

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which UTA has against Contractor under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

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-

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

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

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- 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.

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 Indemnatee, 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.

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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".

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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.

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended,

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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. **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.

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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.

17. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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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 Hatch	Five calendar days

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UTA's Facilities Maint. Manager/Contractor's Brad Lord	Five calendar days
UTA's Carol Gonot /Contractor's Tony Poole	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

- 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,

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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:

RoofTek, LLC
Brad Lord
4080 S West Temple
Millcreek, UT 84107

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

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

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- 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 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.

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

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remaining provisions of this Contract.

31. 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.

32. AMENDMENTS

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

33. 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.

34. 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.

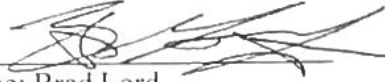
UTAH TRANSIT AUTHORITY:

ROOFTEK, LLC

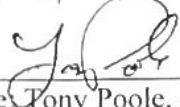
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By _____
Name: Kevin Anderson
Title: Facilities Maintenance Manager
Estimator
Date:

By: 
Name: Brad Lord
Title: Project Manager,
Date: 7/21/2020

By _____
Name: Eddy D. Cumins
Title: Chief Operating Officer
Date:

By: 
Name: Tony Poole,
Title: Commercial Division
Date: 7-21-2020

By _____
ID# _____
Name: Carolyn Gonot
Title: Executive Director
Date:

Fed

Approved as to Content and Form

_____ Date _____
Mike Bell, AAG State of Utah
And UTA Legal Counsel

_____ Date _____
Reviewed & Recommended
Rodney Wilson, UTA Project Manager

UTA Project Code 20-03277vw

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UTA Project Code 20-03277vW

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

Replacement Roof Meadowbrook Bldg. 8

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.

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“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,

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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

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dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

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

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

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

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

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to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

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

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

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

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

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

2.3 Government Approvals, Permits, and Legal Requirements.

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary

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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.

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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.

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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

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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 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

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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).

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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.

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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

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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.

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

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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

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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

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

5.3 Contractor's General Indemnification.

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

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

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

ARTICLE 6 **Time**

6.1 Obligation to Achieve the Contract Times. Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract

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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).

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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.

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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

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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

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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.

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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

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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.

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9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

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

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

9.4 Bankruptcy of Contractor.

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

9.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten

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(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;

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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.

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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

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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

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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.

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Exhibit A Scope of Service and Cost

Job: Replacement Roof Meadowbrook Bldg. 8

- Purchase all materials
- Remove old roof membrane, dispose of all debris. Dumpster provided by RoofTek.
- Replace any damaged insulation at an extra cost of \$.73 per board foot. Insulation to be a minimum thickness of 1”
- Clean roof area.
- Apply roof membrane. A minimum sixty (60) mil, white PVC membrane and mechanically attach membrane.
- Flash all curbs, pipes, drain sumps, and walls in correct membrane.
- Install Protective walk pad where needed.
- Warranty: The PVC membrane, roof covering materials, drip edge and flashing materials, protective walkway, hardware, and insulation shall be warranted for no less than 20 years from the date of completion, at 100% full replacement value for the term of the 5 year workmanship warranty, then pro-rated for the remainder of the 20 years.

Exhibit B Pricing

- Cost: \$234,374.52



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer
 Kyle Stockley, Vehicle Overhaul and Bus Support Manager

BOARD MEETING DATE: August 26, 2020

SUBJECT: S70 Light Rail Vehicle Wraps (Turbo Images)

AGENDA ITEM TYPE: Expense Contract

RECOMMENDATION: Approve award and authorize Executive Director to execute contract and associated disbursements with Turbo Images to remove the existing wraps and produce and install new vinyl wraps on 74 S70 Light Rail Vehicles in the amount of \$1,219,892

BACKGROUND: UTA is procuring the vinyl wrap replacement on the S70 Light Rail Vehicles (LRV's). The useful life for vinyl wraps is approximately 8 years. The S70's were purchased in 2008 making the wraps approximately 12 years old. The Vehicle Maintenance team inspected the fleet and the wraps are cracking/peeling throughout the light rail vehicle fleet and need to be replaced.

There are currently 77 S70 Light Rail Vehicles (LRVs) of which three were wrapped last year. This contract is to wrap the remaining 74 LRVs.

DISCUSSION: UTA Staff is requesting approval of a five-year contract with Turbo Images to remove the existing wrap, produce, and install new vinyl wrap on the 74 S70 Light Rail Vehicles (LRV's) in the amount of \$1,219,892. This is a best value contract and was evaluated based on technical criteria scoring and price evaluation.

The first wrap will include a \$150 design fee. The first wrap will cost \$16,633 and the remaining wraps will be \$16,483. The total cost of the project is \$1,219,892. This project is part of the Light Rail Overhaul Program. UTA anticipates it will wrap 14 to 15 LRVs per year. The overhaul budget for this project is \$296,000 annually.

CONTRACT SUMMARY:	Contractor Name: Turbo Images	Contract Number: 20-03257-1
	Base Contract Effective Dates: 2020-2025	Extended Contract Dates: N/A
	Existing Contract Value: N/A	Amendment Amount: N/A

	New/Total Amount Contract Value: \$1,219,892.00	
	Procurement Method: Best Value	Funding Sources: SGR and Capital Projects Budget
ALTERNATIVES:	The alternatives are to paint the light rail vehicles or delay the project. Painting is less cost effective and would increase material and labor cost.	
FISCAL IMPACT:	The requested amount for 2020-2025 is budgeted in the Light Rail Overhaul Program.	
ATTACHMENTS:	1) Contract	



**INDEPENDENT CONTRACTOR
AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into this 19 day of August, 2020 by and between **Utah Transit Authority**, (hereafter "UTA"), and **Turbo Images**, with a place of business at 1225 107e Rue, Saint-Georges Quebec Canada G5Y8C3 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, UTA is in need of services to remove existing wrap and produce and install vinyl wrap to the S70, UTA Light Rail Vehicles (LRVs); and

WHEREAS, Contractor is experienced and qualified and in a position to provide such services to UTA; and

WHEREAS, agreement has been reached for Contractor to be retained by UTA as an independent contractor under the terms and conditions herein contained.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. Services to be Performed by Contractor. UTA hereby retains the Contractor and Contractor agrees to perform, to the best of its ability and in a professional manner, the services described in Exhibit "A" ("Services"), subject to the terms and conditions herein. Services for each car shall be ordered on an individual vehicle by vehicle basis. The Contractor is not authorized to begin work on any individual vehicle until authorization is received from the Project Manager.
2. Term of Agreement. Subject to the provisions for termination as provided in this Agreement, the term shall be effective from the execution date of this Agreement through completion of the Services as indicated in Exhibit "A."
3. Compensation. UTA will make payment(s) once the installation/project for a particular vehicle is completed and approved by the designated UTA Project Manager(s). Vehicles will be billed per unit as they are completed but no more than one invoice shall be submitted every month and UTA will have up to Net 60 days to make payment on submitted invoices.
 - A. Contract prices are to remain firm through the first year of the contract period. Contractor may request price adjustments annually for items that have experienced a price increase of at greater than 5% above the current contract price. Requests must be in writing and must be received sixty (60) days prior to the desired adjustment date. Contractor must provide the Agency with reasonable documentation demonstrating that the item price has actually increased by the

A handwritten mark in blue ink, resembling a stylized letter 'D' or a similar symbol, located in the bottom right corner of the page.

required amount. Provided the Agency determines that price increase has been reasonably demonstrated, the price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group Item Code for WPU03460102.

4. Equipment, Tools, Materials, or Supplies. Unless otherwise specifically stated in Exhibit A, all equipment, tools, materials, and supplies required to perform the services listed herein shall be provided by Contractor.
5. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this paragraph.
 - A. This Agreement may be terminated by UTA, with or without cause, upon UTA's providing thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty day period after any notice of intent to terminate without cause has been given. Contractor shall be entitled to payment for costs reasonably incurred prior to the effective date of termination.
 - B. This Agreement may be terminated by UTA in the event that UTA gives notice to the Contractor of the Contractor's default of a material term or condition of this Agreement, including the incorporated Exhibit A and the Contractor fails to cure such default within ten (10) days after receiving written notice of such default from UTA.
6. The Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither the Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
7. Indemnification. Contractor 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 claims related to bodily injury (including death) and damage to tangible property arising from the willful misconduct or the negligent acts or omissions of Contractor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.
8. Insurance Requirements. For the duration of this Contract, Consultant shall maintain insurance at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
 - A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$2,000,000 per occurrence with an annual aggregate of \$4,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."
 - B. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$2,000,000 combined single limit of coverage. 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.”

- C. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA 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.

UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

9. Changes or Modifications. This Agreement sets forth the entire understanding between the parties. Oral changes or modifications are not permitted. UTA's Project Manager may, by written change order, make changes in the services provided consistent with the general scope outlined in Exhibit A.

10. The Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services called for under this Agreement, the Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.
11. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties which would allow or require any dispute to be decided in another forum or by other rules of decision than provided in this Agreement.
12. Ownership of Designs, Drawings and Work Product. Any deliverables prepared or developed pursuant to the Contract including, without limitation, any vinyl wraps drawings, dimensions and specifications, 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 Services. UTA shall have full rights and privileges to use and reproduce said items.
13. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless such waiver is made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.
15. No Authority to Bind Client. The Contractor has no authority to enter into contracts or agreements on behalf of UTA. This Agreement does not create a partnership between the parties. This Agreement shall not be assigned without the express written approval by UTA.
16. How Notices Given. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

COMPANY: Utah Transit Authority
ATTN: Jolene Higgins
669 West 200 South
Salt Lake City, UT 84101

CONTRACTOR: Turbo Images,
1225 107e Rue
Saint-Georges Quebec Canada G5Y8C3

17. Project Manager. UTA's Project Manager for this Agreement shall be Kyle Stockley or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to the Project Manager, or designee.
18. Contract Manager. UTA's Contract Administrator for this Agreement is Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to the Contract Administrator, or designee. The Contractor shall take no action toward implementation of what it perceives to be a constructive change without express written direction from the Contract Administrator.



IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

UTAH TRANSIT AUTHORITY:

By _____ Date: _____
Eddy D. Cumins
Chief Operating Officer

BY _____ Date: _____
Carolyn M. Gonot
Executive Director

Approved as to Form and Content

_____ Date: _____
Michael Bell
Assistant Attorney General
UTA Counsel

TURBO IMAGES:

By  Date 08/19/2020
Pier Veilleux
President & CEO



Exhibit A – Scope of Work

Light Rail Vehicle Branding Wrap

The Contractor shall preparing vehicles and apply vinyl wrap to vehicles. This will include the removal of the existing wrap, and surface preparation. The scope of work includes:

- 74 of UTA's S70 Light Rail Vehicles

Material

- BLUE: 3M 180MC-17 VIVID BLUE
- RED: 3M 180MC-53 CARDINAL RED
- LAMINATE: 3M 8519 LUSTER
- REFLECTIVE: 3M 780MC-10R

Installation

The contractor will be responsible for the following:

- Preparation of the vehicle prior to installing the wrap, this includes the removal of the existing wrap, and surface preparation. If there is any body work that needs to be done to the vehicle prior to installing the wrap, Contractor must work with UTA Project Manager, or designee to coordinate this work.
- Application of the wrap

Equipment, Tools, Materials, or Supplies. Unless otherwise specifically stated, all equipment, tools, materials, and supplies required to perform the services listed herein shall be provided by Contractor.

Application Criteria

This project requires the wrap be applied to portions of the LRV carbody except windows and other glass surfaces. Transitions between panels must be smooth, with an overlap of material measuring between a minimum of 1/2 inch and a maximum of 3/4 of an inch. Corners must be covered smoothly as to prevent peeling of material. Door frames must be wrapped in a manner such that material continues into the inner part of the door frame from the outer surface of the LRV. All decals and/or artwork must be placed within a 1/4 inch tolerance of the standard, to maintain uniformity. Any air bubbles or other visual defects are limited to a max size of 0.5 mm, with no more than 3 such defects per square foot area. A maximum of 2 defect areas may be adjacent to each other.

Installation will occur at either Utah Transit Authority's Midvale Rail Service Center or their Jordan River Service Center, between the hours of 7:00 AM and 5:00 PM. Contractor will coordinate with UTA to establish the specific dates and times Contractor will perform the work as UTA orders the work. Contractor must work within the regulations of the Occupational Safety and Health Administration (OSHA),



Environment Protection Agency (EPA). Contractor must provide all materials and tools necessary to complete the work and dispose of all associated waste.

A Vehicle Acceptance Certificate must be completed by UTA and Contractor as proof of acceptance for each wrapped vehicle. Each newly wrapped vehicle will be inspected by UTA personnel prior to vehicle acceptance. Contractor must replace any work that does not pass inspection and final acceptance within a time frame determined by UTA. Questions arising during any phase of this project are to be brought to the UTA project manager's attention immediately for timely resolution.

The contractor is responsible for all training, shop supplies and cleanup of the work area. The Contractor is responsible for all aspects of the successful installation of the vinyl wrap. Quality control and acceptance will be conducted by UTA personnel.

Schedule

UTA anticipates wrapping 14 light rail vehicles per year. UTA will communicate any schedule change with the contractor prior to installation.

Documentation

Prior to the commencement of work the Contractor shall submit the following documentation in a UTA approved format:

- Certification of compliance with flame, smoke and toxicity requirements including any necessary test documentation.
- Drawings and technical specifications.
- Work procedures.



Exhibit B -Price

Vehicle Wrap

Price is for 1 each			
LRV Model S70			
Material	Qty/Hour	Cost	Total Cost
3M 180MC-17 Vivid Blue	1	\$1,475.00	\$1,475.00
RED: 3M 180MC-53 Cardinal Red	1	\$1,475.00	\$1,475.00
LAMINATE: 3M 8519 Luster	1	\$1,810.00	\$1,810.00
REFLECTIVE: 3M 780MC-10R	1	\$1,575.00	\$1,575.00
Installation	1	\$4,900.00	\$4,900.0
*Removal (hourly rate/Not to Exceed (NTE)	1	\$5,000.00	\$5,000.00
Prepare drawings for current design (one time charge)	1	\$150.00	\$150.00
Shipping	1	\$248.00	\$248.00
Total			\$16,633.00

*NTE of \$5000 subject to downward adjustment based on actual cost history after the first two or three vehicles have been completed.





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: August 26, 2020

SUBJECT:	Depot District Clean Fuels Technology Center - Phase 2-Guaranteed Maximum Price (GMP) Stage 3 Contract Amendment (Big-D Construction)
AGENDA ITEM TYPE:	Change Order
RECOMMENDATION:	Authorize the Executive Director to execute the construction services Phase 2-Guaranteed Maximum Price (GMP) Stage 3 contract amendment and associated disbursements with Big-D Construction for the Depot District Clean Fuels Technology Center
BACKGROUND:	This Depot District Clean Fuels Technology Center project 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. Big-D Construction was selected as the construction contractor for this work through a competitive selection process and was awarded the CM/GC contract.
DISCUSSION:	<p>The current phase of the Depot District project activities underway includes construction of the wash building and west parking lot, and the addition of a diesel fueling system (Phase 2-GMP 2). This contract amendment is for Phase 2-GMP 3 activities, which will include construction of the bus maintenance building, operations/administration building, and site improvements around the new building and in the bus parking area. This phase is scheduled to begin in the fall, pending approval of building permits from Salt Lake City and has an anticipated construction schedule of 28 months. The Phase 2-GMP 3 contract amendment is in the amount of \$50,351,311.</p> <p>Future Phase 2-GMPs of the project, which are scheduled to begin in early 2022, will include bus canopies, bus yard site improvements, and electric bus charging infrastructure. The scheduled completion of the Depot District project is extended with this amendment to January 2023.</p>

CONTRACT SUMMARY:	Contractor Name: Big-D Construction	Contract Number: 18-2741TP
	Base Contract Effective Dates: Aug 24, 2018 (Phase 1 contract) June 24, 2019 (Phase 2 contract)	Extended Contract Dates: September 1, 2020-January 2023
	Existing Contract Value: \$11,243,582	Amendment Amount: \$50,351,311
	New/Total Amount Contract Value: \$61,594,893	
	Procurement Method: CM/GC (Construction Manager/General Contractor)	Funding Sources: Federal grants / State appropriations / Local funds
ALTERNATIVES:	If construction is halted at this point, it would require continued use of the existing central bus facility which has exceeded its useful life.	
FISCAL IMPACT:	The cost of this construction services amendment is \$50,351,311. This cost is included in the draft UTA 5-year Capital Plan: 2021 through 2025.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Phase 2-GMP 3 Contract Amendment 2) Link to UTA Board Packet 8/21/2019 which includes Original Phase 1 Contract, Phase 2-GMP1 Contract Amendment, and Phase 2-GMP 1A Contract Amendment 3) Link to UTA Board Packet 11/20/2019 which includes Phase 2-GMP 2 Contract Amendment 	

Utah Transit Authority
 669 West 200 South
 Salt Lake City, Utah 84101
 Phone: (801) 741-8885
 Fax: (801) 741-8892



CHANGE ORDER

No. 15

TITLE: GMP 3 - Construction of Bus Maintenance, Operations and Administration Building DATE: 8/21/2020
 PROJECT/CODE: MSP102 - Depot District This is a change order to CONTRACT No: 18-2741TP
 TO: Big-D Construction
 ATTN: Jim Allison

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

This contract amendment is for the next stage of construction GMP 3 which is scheduled to begin later this year and will include construction of the bus maintenance building, operations/administration building, and site improvements around the new building and in the bus parking area with a cost of \$50,351,311. GMP 3 is scheduled to begin this fall, pending approval of building permits from Salt Lake City and has an anticipated construction schedule of 28 months.

This change order also extends the final completion date from 12/31/2021 to 1/31/2023.

This change order will need Board approval.

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X 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:	\$50,351,311	Original Contract Sum:	\$149,530	Final Completion Date Prior to This Change:	12/31/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$11,094,052	Contract Time Change This Change Order (Calendar Days):	383
Cost Plus:	-	Previous Project Total:	\$11,243,582	Final Completion Date as of This Change Order:	1/31/2023
Total:	\$50,351,311	Net Change This Change Order:	\$50,351,311		
		Current Project Total:	\$61,594,893		

ACCEPTED:

By: _____
 Date: _____

Jim Allison
 Big-D Construction

By: _____
 Date: _____
 David Osborn
 Project Manager <\$10,000

By: _____
 Date: _____
 Manjeet Ranu
 Director of Capital Projects <\$50,000

By: _____
 Date: _____
 Mary DeLoretto
 Chief Service Dev Officer <\$100,000

By: _____
 Date: _____
 Brian Motes
 Procurement

By: _____
 Date: _____
 Michael Bell
 Legal Review

By: _____
 Date: _____
 Carolyn M. Gonot
 Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	18-2741TP BIG
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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
Total to Date		\$ 11,094,052		

UTA Depot District Clean Fuels Technology Center
669 West 200 South Salt Lake City, UT 84101

BLDG SF: 142,610 SF

SITE SF: 496,724 SF

BLDG \$ / SF \$276.51

SITE \$ / SF \$20.00



LINK	DESCRIPTION	BASE BID	SUB / SUPPLIER
DIVISION 01 - GENERAL REQUIREMENTS			
DIVISION 02 - EXISTING CONDITIONS		85,438	
●	Surveys	85,438	REDCON
●	Demolition	-----	INCL IN EARTHWORK
DIVISION 03 - CONCRETE		6,466,497	
●	Cast-In-Place Concrete	6,466,497	BIG-D CONSTRUCTION
DIVISION 04 - MASONRY		1,009,683	
●	Masonry	1,009,683	ALLENS MASONRY
DIVISION 05 - METALS		2,794,026	
●	Structural Steel Framing	2,794,026	PRECISION WELDING
●	Metal Joists & Decking	-----	INCL IN STEEL FRAMING
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		450,130	
●	Rough Carpentry	160,825	BIG-D CONSTRUCTION
●	Architectural Woodwork	289,305	ASSOCIATED FIXTURE
DIVISION 07 - THERMAL & MOISTURE PROTECTION		2,956,364	
●	Sheet Waterproofing	548,175	ROCKY MOUNTAIN
●	Thermal Insulation	392,719	USI SUPERIOR
●	Air Barriers	-----	INCL IN METAL WALL PANELS
●	Metal Wall Panels	818,106	WBG
●	Membrane Roofing	1,197,363	UTAH TILE & ROOF
●	Joint Sealants	-----	INCL IN SHEET WATERPROOFING
●	Expansion Control	-----	INCL IN ROOFING
DIVISION 08 - OPENINGS		1,418,831	
●	Doors And Frames	182,765	ABS
●	Sectional Doors	440,480	WESTERN INDUSTRIAL
●	Storefront Systems	795,587	SKYVIEW
●	Unit Skylights	-----	INCL IN ROOFING
●	Glazing	-----	INCL IN STOREFRONT SYSTEM
DIVISION 09 - FINISHES		2,283,877	
●	Gypsum Board	984,823	ONYX
●	Tiling	96,927	MILLCREEK
●	Ceilings	82,100	ONYX
●	Flooring	599,153	SPECTRA
●	Resilient Flooring	-----	INCL IN FLOORING
●	Carpeting	-----	INCL IN FLOORING
●	Painting	520,874	C5 COATING
DIVISION 10 - SPECIALTIES		273,960	
●	Specialties	196,385	COMBO BID
●	Signage	48,471	ALLOTECH
●	Folding Partitions	29,104	B&B SPECIALTIES
DIVISION 11 - EQUIPMENT		3,270,931	
●	Equipment	3,250,143	COMBO BID
●	Residential Appliances	20,788	CONTRACT APPLIANCE SALES
●	Gym Equipment	-----	NOT INCLUDED
DIVISION 12 - FURNISHINGS		20,485	
●	Window Treatments	20,485	SUMMIT SHUTTERS
DIVISION 13 - SPECIAL CONSTRUCTION			
●	Special Construction	-----	SEE ADDENDA
DIVISION 14 - CONVEYING EQUIPMENT		90,633	
●	Elevators	90,633	THYSSENKRUPP

DIVISION 21 - FIRE SUPPRESSION		382,776	
●	Fire Suppression	382,776	DELTA
DIVISION 22 - PLUMBING			
●	Plumbing	-----	INCL IN HVAC
DIVISION 23 - HVAC		6,534,114	
●	HVAC	6,534,114	HARRIS
DIVISION 26 - ELECTRICAL		4,840,051	
●	Electrical	4,840,051	SKYLINE
DIVISION 31 - EARTHWORK		5,308,392	
●	Earthwork	4,590,215	CAZIER
●	Geo-Piers	718,177	GEOPIER
DIVISION 32 - EXTERIOR IMPROVEMENTS		2,976,008	
●	Asphalt Paving	15,394	MILLER PAVING
●	Concrete Paving	2,470,460	GENE PETERSON
●	Fences And Gates	222,659	WESTERN FENCE
●	Landscaping	267,495	ACE
DIVISION 33 - UTILITIES			
●	Utilities	-----	INCL IN EARTHWORK
SUBTOTAL		\$41,162,196	
	ALLOWANCE - Plan Check, Permit & Impact Fees	514,524	
	ALLOWANCE - Generator Upgrade	500,000	
	ALLOWANCE - Contaminated Soils, Dewatering, Water Treatment	1,166,899	
	ALLOWANCE - Inclement Westher Conditions	548,760	
1.50%	Contractor Contingency	714,317	
	Owner Contingency	1,500,000	
6.48%	Overhead (GC's, Insurance, Fees, Bonds)	3,262,765	
1.95%	Fee	981,851	
	TOTAL	\$50,351,311	



GENERAL CLARIFICATIONS

1. Start of construction in the schedule is contingent on having a SLC permit and NTP from UTA on the date scheduled to start. Any delays with permit or NTP will result in a day for day schedule extension.
2. Special Inspections, material testing, soil testing and other testing services are not included. It is understood these services will be procured and paid for by UTA. Big-D has the cost for coordination and management of the testing agency.
3. Fees associated with Dominion Energy, Rocky Mountain Power, Century Link, or other public/private utility providers are excluded.
4. Temporary parking for subcontractors is anticipated to be on-site.
5. During bidding not all RFI questions were answered in Addenda 1-3. Bid was based on “2020-04-10 - UTA DDCFTC - MOA 100% Permit Set V1&V2_Signed” drawings & specifications with 3 addenda.
6. Allowances (\$1,435,000) indicated in the specifications are not included.
7. 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 allowance are included:
 - a. Contaminated Soil Remediation/Dewatering/Water Treatment - \$1,166,899
 - b. Inclement Weather (Temp Heat/Concrete Additives/Snow Removal) - \$548,760
 - c. Generator / MSA - \$500,000
 - d. SLC Permits & Fees - \$514,524
8. Any and all specification sections referring to “previous design” of renovating of existing building are excluded.
9. LEED requirement is not included.
10. Big-D will meet “Buy America” or provide “Buy America” compliant solutions to UTA for no additional cost. It is the UTA/Design Team’s responsibility to modify the contract documents in accordance with these Buy America requirements.

EARTHWORK / SITE UTILITIES

11. Completely removing all existing undocumented fills on site is not included.
12. We have included an over excavation and imported backfill of 2 feet at the parking/drive areas per the Geotech report. Due to item 12 above.
13. We have included a GeoGrid/GeoFabric combo material at the 24 inches of import fill in the parking/drive concrete areas.
14. Soft spots in the parking/drive areas are not included and will be the responsibility of the Owner if required.
15. We have included the up to date topo from Redcon. These topo drawings will need to be included in the contract documents.



SOIL STABILIZATION

16. We have included Geopier design and installation under building footings per subcontractor design.

ASPHALT PAVING

17. The geotechnical report calls for a minimum of 24 inches of imported granular borrow under all pavements. We understood this to mean that we need an additional 24 inches of imported material under the 13 inches of base course under 3 inches of asphalt. We have included the additional 24 inches in our pricing.

CONCRETE PAVING, CURB & GUTTER AND SIDEWALKS

18. We have included concrete paving, curb & gutter, and sidewalks per the contract documents.
19. The geotechnical report calls for a minimum of 24 inches of imported granular borrow under all pavements. We understood this to mean that we need an additional 24 inches of imported material under the 12 inches of base course under the PCCP.
20. We have included 9.5 inches concrete paving at the Bus Travel Areas and 7 inches concrete paving at the Bus Storage Areas over 12 inches of base per the plans.

PAVEMENT MARKINGS AND SIGNAGE

21. We have included parking lot striping, handicap stencils, directional arrows concrete bumpers, and all site signage shown on drawings.

CONCRETE

22. We have included 12" mat footing at lifts with #5 @ 12" OC. We have not included any side concrete walls.
23. We have assumed an average depth of 10" for the trench drains
24. We have included an average thickness of 3" of grout at trenches. We have included the product specified in the 035515-specification section.
25. We have included 6x6-10/10 welded wire mesh at the architectural wythe of the tilt-up panels
26. We have included the supply of the 60psi under slab insulation
27. We have included water stop per the specifications at the areas indicated. We have not included PVC water stop.
28. We have included waste slabs and helical piers for tilt casting/erection. We will be bracing to outside of the building. Helical piers will be removed.
29. We have included epoxy coated rebar at the areas specified in the RFI response.
30. We have included Dayton Superior Quartz Tuff
31. We have not included crystalline waterproofing admixture other than the wash bays per addendum #3. Assumed to be post applied at trenches (included in waterproofing scope).
32. We have included the Thermomass insulated tilt-up panel system
33. We have included 1 set of mobilization for the crane to erect the tilt-up panels
34. We have included removal of the tilt-up casting slabs



MASONRY

35. Brick has been excluded. None shown in this phase.
36. Generator enclosure walls are included in this phase.

STRUCTURAL & MISCELLANEOUS STEEL

37. A12/A512 references a living green wall being mounted in front of the mechanical screen wall. We have excluded this "living green wall".
38. The 1' wide trench grating per A112, A113, S113, A114, and S114 is not provided in the drawings or specs. We have included 19-W-4 (1- 3/4" x 1/4") smooth surface bearing bars spaced at 1 – 3/16" on center with cross rods spaced at 4" on center. Galvanized per ASTM A123.
39. The grating at the elevator sump per S111 and S502 does not provide a grating type. We are providing 19-W 4(1" x 3/16" smooth surface with bearing bars spaced at 1-3/16" on center with cross rods spaced at 4" on center) finished with standard black epoxy paint 2-3 mils DFT.
40. Per Addenda 1 equipment identifier 9315, metal safety covers, was labeled on S401 as metal grating. No further details were provided to change the safety covers to metal grating, so we have included them as metal safety covers per the equipment plans.

CARPENTRY AND MILLWORK

41. Possible VE credit available at WD1 & WD2 walls.

DAMPPROOFING & WATERPROOFING

42. Per specifications and drawings. Possible VE available upon request.

INSULATION

43. We have included a concrete faced rigid insulation per the contract documents. We exclude any and all finishes at any exposed concrete faced rigid insulation. Nothing indicated on drawings.

ROOFING

44. Project document indicates an area of roofing material to have a red finish. We have included a red PVC product where red roof is indicated on documents.
45. We have included 1,705 lf of Flexible Walkways on roofing system. (none shown on drawings) If design exceeds 1,705 lf the additional lf will be a change order.

GLASS/GLAZING

46. Per specifications and drawings. Possible material cost equal for Polycarbonate openings.

TILE

47. Proposal includes epoxy grout at all tile locations.

FLOORING



48. Proposal includes floors and 18 feet up on walls to be Elastomeric Polyurea Coatings by Rhino Linings Industrial in the Chassis Wash Bays.

WALLCOVERING

49. Proposal includes pricing from a local vendor for WC-1 since graphic was not specified.

SPECIALTIES

50. Proposal excludes TA19 Robe Hook. None shown.
51. Proposal includes installation of the following items which are specified as Owner Furnished Owner Installed: TA2 Paper Towel Dispensers, TA7 Toilet Tissue Dispensers, TA8 Sanitary Napkin Disposals, TA9 Waste Receptacles, TA13 Liquid Soap Dispensers, and TA16 Toilet Seat Cover Dispensers.

SIGNAGE

52. Proposal excludes the vinyl wrap for the approximately 23 foot "UTA" lettering on the West elevation.
53. Proposal includes Dimensional Lettering at the following locations: "UTA DDCFTC" at the West Elevation – Roof Patio Maintenance, "DDCFT" at West Elevation -Administration (below UTA vinyl wrap), and "ADMINISTRATION" at West Elevation -Administration.

EQUIPMENT

54. We are not responsible for any warranties of the equipment package OF/CI.
55. We have not included any of the equipment listed on Phase 2 of the equipment layout plan on 03-Q117.
56. We exclude all AISC certifications from both fabrication and erection for the steel scope. We have included fabrication with a Clark County Certification which meets DFCM requirements and also, have included a 3rd party inspection similar to AISC certification.
57. We understand per the specifications that gym equipment is to be OF/OI. We have not included any gym equipment in our bid.
58. Equipment ID 5040 Bridge Crane lists Kone Cranes as the manufacturer. Kone Cranes does not meet the Buy America Standard. We have provided an alternate that meets this standard, Gorbel GLCS-FS-4000(TD).
59. There are no specific model numbers for the kitchen appliances. We have included GE and Whirlpool to meet the Buy America Standard. Any deviations from our selected sizes will result in a change order.
60. Equipment Identifier #1560 Equipment Reel Rack is only available in the specifications from one supplier because the listed alternate is no longer available. We have provided an alternate that we believe meets the basis of design/overall intent. We have included the Meco Omaha Reel Rack Model #RR328.
61. The quantities identified in the equipment manual are not accurate. We have not included this as a contract document.
62. We have based equipment quantities off what was drawn on the plans. Equipment quantities notated on the plans may be incorrect.



- 63. We have included a 4” copper main line for the compressed air system.
- 64. The following lifts are to be carried under state contact with UTA and are thus excluded from Big-D’s scope to furnish and Install:

14 45 00	5648 LIFT, AXLE, THREE POST, 96,000 POUNDS, SHALLOW DESIGN
14 45 00	5649 LIFT, AXLE, THREE POST, 96,000 POUNDS, TAG AXLE, SHALLOW DESIGN
14 45 00	5726 LIFT, SURFACE MOUNTED, TWO POSTS, 26,000 POUNDS
14 45 00	5790 LIFT, PLATFORM, VERTICAL RISE, 78,000 POUNDS
14 45 00	5893 JACK, BEAM, ROLLING, 33,000 POUNDS

FIRE SUPPRESSION

- 65. We have included fire sprinkling the parking canopies.

PLUMBING / HVAC

- 66. Please see general clarifications Item #10.

ELECTRICAL

- 67. Please see general clarifications Item #10.

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2020												2021												2022												2023																							
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr																									
UTA Depot District Clean Fuel Technology Center																																																																	
Architect's Schedule																																																																	
Maintenance Redesign Schedule																																																																	
Reviews																																																																	
A9160	Utah AHJ Review	54	54	17-Jun-20 A	01-Sep-20	Utah AHJ Review																																																											
GMP - 3																																																																	
Milestones																																																																	
A10300	Anticipated Start	0	0	02-Sep-20*		Anticipated Start																																																											
Maintenance Building																																																																	
Excavation & Piers																																																																	
A7610	Soil Discovery & Mitigation (Complete Duration Unknown)	20	20	02-Sep-20	30-Sep-20	Soil Discovery & Mitigation (Complete Duration Unknown)																																																											
A10310	Rough Grade & Soil Export	10	10	01-Oct-20	14-Oct-20	Rough Grade & Soil Export																																																											
A10320	Structural Fill Import & Bottom Footing Grade	10	10	15-Oct-20	28-Oct-20	Structural Fill Import & Bottom Footing Grade																																																											
A11560	Grade Lower Tier	5	5	15-Oct-20	21-Oct-20	Grade Lower Tier																																																											
A11580	Install Lower Tier Agg Piers	10	10	22-Oct-20	04-Nov-20	Install Lower Tier Agg Piers																																																											
A10330	Survey Piers	5	5	29-Oct-20	04-Nov-20	Survey Piers																																																											
A7420	Excavation of Footings	10	10	05-Nov-20	18-Nov-20	Excavation of Footings																																																											
A11590	Grade Upper Tier	10	10	05-Nov-20	18-Nov-20	Grade Upper Tier																																																											
A1500	Excavation for Pits	15	15	19-Nov-20	11-Dec-20	Excavation for Pits																																																											
A11570	Install Upper Tier Agg Piers	15	15	19-Nov-20	11-Dec-20	Install Upper Tier Agg Piers																																																											
A11600	Excavation of Footings	5	5	14-Dec-20	18-Dec-20	Excavation of Footings																																																											
A10720	Backfill Walls	3	3	18-Feb-21	22-Feb-21	Backfill Walls																																																											
UDOT Pond																																																																	
A10360	Install Storm Drain on 400 South	7	7	15-Mar-21*	23-Mar-21	Install Storm Drain on 400 South																																																											
A10350	Excavate Pond	7	7	24-Mar-21	01-Apr-21	Excavate Pond																																																											
A10370	Build Swale	4	4	02-Apr-21	07-Apr-21	Build Swale																																																											
A10390	Build Flared End	3	3	08-Apr-21	12-Apr-21	Build Flared End																																																											
A10380	Build Pretreatment Basin & Cleanout	4	4	13-Apr-21	16-Apr-21	Build Pretreatment Basin & Cleanout																																																											
Structural Concrete																																																																	
North West (Area B)																																																																	
A11730	Pit Footings	9	9	19-Nov-20	03-Dec-20	Pit Footings																																																											
A11740	Pit Walls & Columns	29	29	04-Dec-20	15-Jan-21	Pit Walls & Columns																																																											
A11760	Footings	9	9	04-Dec-20	16-Dec-20	Footings																																																											
A11770	Interior Walls	12	12	17-Dec-20	05-Jan-21	Interior Walls																																																											
A11750	Pit SOG	2	2	18-Jan-21	19-Jan-21	Pit SOG																																																											
A11780	Rat Slab	3	3	18-May-21	20-May-21	Rat Slab																																																											
A11790	SOG/Trenches	12	12	04-Jun-21	21-Jun-21	SOG/Trenches																																																											
South West (Area C)																																																																	
A11800	Footings	8	8	17-Dec-20	29-Dec-20	Footings																																																											
A11810	Interior Walls	10	10	06-Jan-21	19-Jan-21	Interior Walls																																																											
A11820	Rat Slab	3	3	21-May-21	25-May-21	Rat Slab																																																											
A11830	SOG/Trenches	12	12	22-Jun-21	08-Jul-21	SOG/Trenches																																																											
North East (Area D)																																																																	
A11840	Footings	10	10	30-Dec-20	13-Jan-21	Footings																																																											

Start Date 01-Mar-19
 Finish Date 22-Jun-23
 Data Date 17-Jun-20
 Run Date 02-Jul-20

- █ 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
17-Jun-20 Schedule Update



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2020												2021												2022												2023			
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr					
A10510	Complete Steel Frame Connections	5	5	03-May-21	07-May-21													█ Complete Steel Frame Connections																											
A10520	Grout Column Bases	5	5	10-May-21	14-May-21													█ Grout Column Bases																											
A6340	Erect Roof Steel & Deck	8	8	10-May-21	19-May-21													█ Erect Roof Steel & Deck																											
A10200	SOG - AB	3	3	17-May-21	19-May-21													█ SOG - AB																											
A10610	Mechanical Curbs & Pads	5	5	20-May-21	26-May-21													█ Mechanical Curbs & Pads																											
A10600	Roof Drains	5	5	20-May-21	26-May-21													█ Roof Drains																											
A6320	Level 2 Deck MEP	8	8	20-May-21	01-Jun-21													█ Level 2 Deck MEP																											
A6330	Prep & Place Level 2 Slab on Deck & Sloping Floor	10	10	02-Jun-21	15-Jun-21													█ Prep & Place Level 2 Slab on Deck & Sloping Floor																											
A6310	Roofing	5	5	16-Jun-21	22-Jun-21													█ Roofing																											
A6290	Exterior Framing & Sheathing	15	15	16-Jun-21	07-Jul-21													█ Exterior Framing & Sheathing																											
A10590	Install Parapet Caps	5	5	23-Jun-21	29-Jun-21													█ Install Parapet Caps																											
A6730	Windows	20	20	23-Jun-21	21-Jul-21													█ Windows																											
A6300	Exterior Skin System	25	25	08-Jul-21	11-Aug-21													█ Exterior Skin System																											
Interior Finishes		133	133	23-Jun-21	03-Jan-22																																								
Level 1		118	118	23-Jun-21	09-Dec-21																																								
A7200	Rough OH MEP	15	15	23-Jun-21	14-Jul-21													█ Rough OH MEP																											
A7190	Framing	15	15	15-Jul-21	04-Aug-21													█ Framing																											
A7180	Rough In-Wall MEP	15	15	05-Aug-21	25-Aug-21													█ Rough In-Wall MEP																											
A7170	Hang, Tape & Finish Drywall	15	15	26-Aug-21	16-Sep-21													█ Hang, Tape & Finish Drywall																											
A7160	Paint	10	10	17-Sep-21	30-Sep-21													█ Paint																											
A7130	Ceramic Tile	12	12	01-Oct-21	18-Oct-21													█ Ceramic Tile																											
A7140	Ceiling Grid	10	10	01-Oct-21	14-Oct-21													█ Ceiling Grid																											
A7150	Millwork & Countertops	15	15	05-Oct-21	25-Oct-21													█ Millwork & Countertops																											
A7100	Flooring	15	15	19-Oct-21	08-Nov-21													█ Flooring																											
A7120	Finish MEP Trim	15	15	26-Oct-21	15-Nov-21													█ Finish MEP Trim																											
A7090	Install Toilet Partitions	8	8	16-Nov-21	29-Nov-21													█ Install Toilet Partitions																											
A7110	Ceiling Tiles	8	8	16-Nov-21	29-Nov-21													█ Ceiling Tiles																											
A7330	Doors & Hardware	8	8	30-Nov-21	09-Dec-21													█ Doors & Hardware																											
Level 2		118	118	15-Jul-21	03-Jan-22																																								
A7320	Rough OH MEP	15	15	15-Jul-21	04-Aug-21													█ Rough OH MEP																											
A7310	Framing	15	15	05-Aug-21	25-Aug-21													█ Framing																											
A7300	Rough In-Wall MEP	15	15	26-Aug-21	16-Sep-21													█ Rough In-Wall MEP																											
A7290	Hang, Tape & Finish Drywall	15	15	17-Sep-21	07-Oct-21													█ Hang, Tape & Finish Drywall																											
A7280	Paint	10	10	08-Oct-21	21-Oct-21													█ Paint																											
A7250	Ceramic Tile	12	12	22-Oct-21	08-Nov-21													█ Ceramic Tile																											
A7260	Ceiling Grid	10	10	22-Oct-21	04-Nov-21													█ Ceiling Grid																											
A7270	Millwork & Countertops	15	15	26-Oct-21	15-Nov-21													█ Millwork & Countertops																											
A7220	Flooring	15	15	09-Nov-21	01-Dec-21													█ Flooring																											
A7240	Finish MEP Trim	15	15	16-Nov-21	08-Dec-21													█ Finish MEP Trim																											
A7210	Install Toilet Partitions	8	8	09-Dec-21	20-Dec-21													█ Install Toilet Partitions																											
A7230	Ceiling Tiles	8	8	09-Dec-21	20-Dec-21													█ Ceiling Tiles																											
A7340	Doors & Hardware	8	8	21-Dec-21	03-Jan-22													█ Doors & Hardware																											
Closeout		55	55	29-Jun-22	15-Sep-22																																								
A7840	Big-D Punch List & Corrections	10	10	29-Jun-22	13-Jul-22																									█ Big-D Punch List & Corrections															
A7830	A/E Punchlist & Correction	10	10	14-Jul-22	27-Jul-22																									█ A/E Punchlist & Correction															
A8150	Archaeological Risk Mitigation (Estimated Duration)	10	10	28-Jul-22	10-Aug-22																									█ Archaeological Risk Mitigation (Estimated Duration)															
A8160	Soil Mitigation (Estimated Duration)	10	10	11-Aug-22	24-Aug-22																									█ Soil Mitigation (Estimated Duration)															
A7870	TCO	0	0		24-Aug-22																									◆ TCO															
A7860	Big-D Closeout	15	15	25-Aug-22	15-Sep-22																									█ Big-D Closeout															
A7850	Admin Building Substantial Completion	0	0		15-Sep-22																									◆ Admin Building Substantial Completion															



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
David Hancock, Director of Asset Management

BOARD MEETING DATE: August 26, 2020

SUBJECT:	Maintenance of Way (MOW) Building
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	UTA's Maintenance of Way (MOW) department had a building in Clearfield that was demolished due to the transit-oriented development project that is ongoing at the site. All the equipment, materials, and parts that MOW had stored in Clearfield were moved temporarily to either the Jordan River Service Center (JRSC) or the OK Manufacturing building until such time as a replacement building could be constructed. A budget of \$350,000 was included in the 2020 Capital budget for the construction of the new building, at an undetermined location in the north of UTA's service area.
DISCUSSION:	UTA owns the OK Manufacturing Building, which is located adjacent to the JRSC. UTA's facilities master plan shows the MOW department eventually moving their employees into the OK Building when funding becomes available to renovate for the required office space. At this time, the MOW staff would like to use the \$350,000 that was budgeted for the new MOW building in Clearfield to upgrade portions of the OK building in order to be able to move the MOW equipment and material that were originally housed in Clearfield. If there are any remaining funds after the initial renovation efforts are complete, they could be used to procure an architect and engineer to design the future needed office space and/or possibly procure a demolition contractor for the interior office portion of the building.
ALTERNATIVES:	The Board could choose to use the budgeted \$350,000 to construct a new MOW building in UTA's northern service area.
FISCAL IMPACT:	The 2020 capital budget includes \$350,000 under the MOW Building project.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

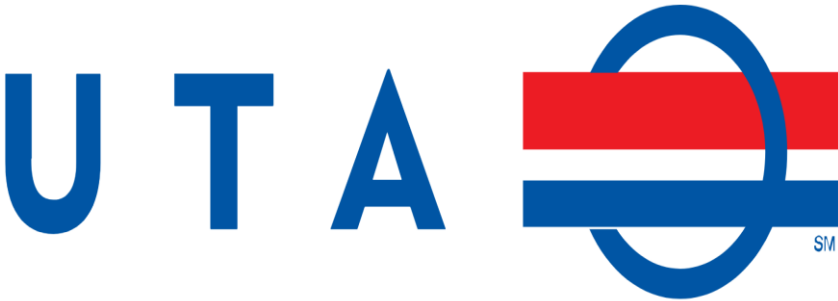
TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: August 26, 2020

SUBJECT:	Utah Transit Authority 2021-2025 Five-Year Capital Plan
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational item for discussion
BACKGROUND:	<p>UTA's 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 <i>Financial Management</i>. The 5-year Capital Plan includes all construction, capital improvements, major equipment purchases, and other special 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 fiscally 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 help in long-range budget planning.</p> <p>UTA's first 5-year Capital Plan was approved last year for the period from 2020 through 2024. This current draft 5-Year Capital Plan covers the period from 2021 through 2025.</p>
DISCUSSION:	Staff will present the proposed draft 5-year Capital Plan for review and discussion. Subsequently, the draft plan will be presented to the UTA Local Advisory Council for their review and recommendation for approval on September 16, 2020. It will then be brought back to the Board for their approval.
ALTERNATIVES:	N/A
FISCAL IMPACT:	Once the UTA Board approves the 5-year Capital Plan, the proposed capital budget for fiscal year 2021 will be incorporated into UTA's proposed 2021 overall budget.
ATTACHMENTS:	1. Draft 2021-2025 Capital Plan

DRAFT

**Utah Transit Authority Five-Year Capital Plan
2021-2025**



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 include:

- Assuring a safe system
- Taking care of/replacing what we have
- Leveraging grants and other partner funds
- Contributing to system improvements

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

The 2021-2025 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 2021 will be incorporated into UTA’s proposed 2021 annual budget. Any new, unforeseen items that come up during the year will be considered for annual budget amendments as needed.

Proposed 2021 Capital Budget Summary

Project Categories	2021 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$16,060,000	\$1,172,000		\$14,888,000
Safety and Security	\$766,000	\$50,000		\$716,000
Revenue Vehicles & white fleet	\$36,759,000	\$6,540,000		\$30,219,000
Vehicle Rehab & Repair	\$15,717,000	\$787,000		\$14,930,000
Facilities Maintenance	\$2,650,000			\$2,650,000
Rail Maintenance	\$24,000,000			\$24,000,000
Airport LRT	\$7,000,000			\$7,000,000
Depot District	\$33,762,000	\$5,762,000	\$2,500,000	\$25,500,000
Ogden-Weber BRT	\$52,580,000	\$42,500,000	\$8,450,000	\$1,630,000
TIGER First/Last Mile	\$13,170,900	\$5,201,000	\$7,889,000	\$81,000
Northern Utah County Double Track	\$9,000,000			\$9,000,000
Midvalley BRT	\$27,905,000		\$27,905,000	\$0
Other Capital Projects	\$43,563,000	\$11,620,000	\$9,424,000	\$22,519,000
Total	\$282,933,000	\$73,632,000	\$56,169,000	\$153,132,000

*UTA 2021 funds include: \$53,749,000 in bonds and \$35,966,000 in leasing

Proposed 2022 Capital Budget Summary

Project Categories	2022 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$4,324,000			\$4,324,000
Safety and Security	\$936,000			\$936,000
Rev. Vehicles & white fleet	\$31,636,000	\$9,040,000		\$22,597,000
Vehicle Rehab & Repair	\$17,950,000	\$764,000		\$17,186,000
Facilities Maintenance	\$3,600,000			\$3,600,000
Rail Maintenance	\$17,150,000			\$17,150,000
Depot District	\$33,750,000	\$3,700,000	\$2,500,000	\$27,550,000
Ogden-Weber BRT	\$37,029,000	\$30,000,000	\$2,229,000	\$4,800,000
TIGER First/Last Mile	\$1,655,000	\$1,050,000	\$605,000	
Midvalley BRT	\$16,578,000	\$2,000,000	\$12,295,000	\$2,283,000
Other Capital Projects	\$67,830,000	\$27,697,000	\$16,442,000	\$23,692,000
Total	\$232,439,000	\$74,251,000	\$34,071,000	\$124,118,000

*UTA 2022 funds include: \$48,250,000 in bonds and \$19,671,000 in leasing

Proposed 2023 Capital Budget Summary

Project Categories	2023 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$5,774,000			\$5,774,000
Safety and Security	\$756,000			\$756,000
Rev. Vehicles & white fleet	\$43,421,000	\$3,350,000		\$43,421,000
Vehicle Rehab & Repair	\$16,818,000			\$13,468,000
Facilities Maintenance	\$2,350,000			\$2,350,000
Rail Maintenance	\$18,325,000			\$18,325,000
Depot District	\$2,500,000		\$2,500,000	\$0
Ogden-Weber BRT	\$5,203,000	\$4,473,000		\$730,000
Other Capital Projects	\$34,658,000	\$9,611,000	\$12,779,000	\$12,268,000
Total	\$129,804,000	\$17,435,000	\$15,279,000	\$97,090,000

*UTA 2023 funds include: \$16,880,000 in bonds and \$39,671,000 in leasing

Proposed 2024 Capital Budget Summary

Project Categories	2024 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$10,993,000			\$10,993,000
Safety and Security	\$756,000			\$756,000
Rev. Vehicles & white fleet	\$56,649,000			\$56,649,000
Vehicle Rehab & Repair	\$16,603,000	\$2,400,000		\$14,203,000
Facilities Maintenance	\$2,600,000			\$2,600,000
Rail Maintenance	\$17,100,000			\$17,100,000
Davis-SLC Connector	\$100,000,000	\$70,000,000	\$20,000,000	\$10,000,000
Other Capital Projects	\$21,930,000	\$4,976,000	\$20,000	\$16,934,000
Total	\$226,631,000	\$77,376,000	\$20,020,000	\$129,235,000

*UTA 2024 funds include: \$39,573,000 in bonds and \$53,823,000 in leasing

Proposed 2025 Capital Budget Summary

Project Categories	2025 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$2,715,000			\$2,715,000
Safety and Security	\$700,000			\$700,000
Rev. Vehicles & white fleet	\$56,200,000			\$56,200,000
Vehicle Rehab & Repair	\$18,500,000	\$2,400,000		\$16,100,000
Facilities Maintenance	\$4,350,000			\$4,350,000
Rail Maintenance	\$17,750,000			\$17,750,000
Other Capital Projects	\$8,273,000	\$2,270,000	\$1,667,000	\$4,336,000
Total	\$108,488,000	\$4,670,000	\$1,667,000	\$102,151,000

*UTA 2025 funds include: \$8,500,000 in bonds and \$48,200,000 in leasing

Proposed 5-Year Capital Plan Summary by Project

Project Categories	Proposed 5-Year Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$39,866,000	\$1,172,000		\$38,694,000
Safety and Security	\$3,914,000	\$50,000		\$3,864,000
Rev. Vehicles & white fleet	\$224,664,000	\$15,579,000		\$209,085,000
Vehicle Rehab & Repair	\$85,588,000	\$9,700,000		\$75,887,000
Facilities Maintenance	\$15,550,000			\$15,550,000
Rail Maintenance	\$94,325,000			\$94,325,000
Airport LRT	\$7,000,000			\$7,000,000
Depot District	\$70,012,000	\$9,462,000	\$7,500,000	\$53,050,000
Ogden-Weber BRT	\$94,813,000	\$76,973,000	\$10,679,000	\$7,160,000
TIGER First/Last Mile	\$14,826,000	\$6,251,000	\$8,494,000	\$81,000
Northern Utah County Double Track	\$9,000,000			\$9,000,000
Midvalley BRT	\$44,483,000	\$2,000,000	\$40,200,000	\$2,283,000
Davis-SLC Connector	\$107,800,000	\$70,000,000	\$23,500,000	\$14,300,000
Other Capital Projects	\$168,454,000	\$56,175,000	\$36,832,000	\$75,448,000
Total	\$980,295,000	\$247,363,000	\$127,205,000	\$605,727,000

*UTA 5-year funds include: \$166,951,000 in bonds and \$198,332,000 in leasing

Proposed 5-Year Capital Plan Summary by Year

Year	Proposed Budget	Grants	State/Local Partners	UTA Funds*
2021	\$282,933,000	\$73,632,000	\$56,169,000	\$153,132,000
2022	\$232,439,000	\$74,251,000	\$34,071,000	\$124,118,000
2023	\$129,804,000	\$17,435,000	\$15,279,000	\$97,090,000
2024	\$226,631,000	\$77,376,000	\$20,020,000	\$129,235,000
2025	\$108,488,000	\$4,670,000	\$1,667,000	\$102,151,000
Total	\$980,295,000	\$247,363,000	\$127,205,000	\$605,727,000

*UTA funds include: \$166,951,000 in bonds and \$198,332,000 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. New grant and partner funds would reduce the amount of needed bond funds.

Approval of the 5-year capital plan will authorize the Agency to enter 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 Large Capital Project Funding

A number of the projects in the 5-year plan reasonably assume that significant local, state, and/or federal funds would be 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:

- Ogden/WSU BRT: Federal Transit Administration Small Starts grant anticipated
- Sharp/Tintic Railroad Connection: Federal Railroad Administration/CRISI grant anticipated
- Midvalley BRT: Potential Small Starts or Bus & Bus Facilities grant
- FrontRunner Double Tracking: Potential BUILD grant, State and/or TTIF funds
- Point of the Mountain EIS and Preliminary Design: Potential BUILD planning grant and/or TTIF
- Davis-SLC Community Connector: Potential Small Starts, Bus & Bus Facilities grant and/or TTIF

For any new capital development project, such as the Midvalley BRT or the Davis-SLC Community Connector, the locally preferred alternative and the funding plan would have to be presented to the UTA Advisory Council and recommended for approval before the project construction could advance.

The details of the UTA 2021 through 2025 Five-year Capital Plan are presented in the attached tables.

Attachment A
UTA 5-Year Capital Plan - Project Detail
2021 through 2025

8-26-20 DRAFT: UTA 5-Year Capital Plan: 2021-2025 Project Summary

		2021	2022	2023	2024	2025	5-Year	Total UTA
Project Name		Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	5-yr Funds
Information Technology								
1	In-house App Dev. & Enhancements	100,000	200,000	200,000	200,000	200,000	900,000	900,000
2	Radio Communication Infrastructure	150,000	100,000	100,000	100,000	100,000	550,000	550,000
3	Server, Storage Infrastructure Eq & SW	245,000	324,000	279,000	323,000	255,000	1,426,000	1,426,000
4	Rail Communication On-Board Tech	100,000	100,000	100,000	100,000	100,000	500,000	500,000
5	Info Security Eq/SW (PCI Comp & Cyber Se	440,000	200,000	445,000	210,000	260,000	1,555,000	1,555,000
6	Bus Communication On-Board Tech	100,000	100,000	100,000	100,000	100,000	500,000	500,000
7	IT Managed Reserved (formerly IT Pool)	400,000	400,000	350,000	400,000	400,000	1,950,000	1,950,000
8	Network & Infrastructure Equipment	325,000	475,000	450,000	510,000	300,000	2,060,000	2,060,000
9	FrontRunner WiFi Enhancements	250,000	350,000	50,000	50,000	50,000	750,000	750,000
10	Init APC Upgrade	340,000	500,000	-	-	-	840,000	840,000
11	Electronic Fare Collection Maint & Rep	2,500,000	225,000	300,000	-	-	3,025,000	3,025,000
12	ArcGIS GeoEvent Server for Live Data	25,000	-	-	-	-	25,000	25,000
13	Rail TVM SOGR - PCI Compliance	7,800,000	50,000	50,000	50,000	50,000	8,000,000	8,000,000
14	TVM for UVX (needed if Free Fare ends)	1,100,000	-	-	-	-	1,100,000	1,100,000
15	New Radio Communication System	-	-	2,000,000	8,000,000	500,000	10,500,000	10,500,000
16	E Voucher Software Development	215,000	43,000	-	-	-	215,000	43,000
17	Passenger Information	300,000	350,000	350,000	350,000	350,000	1,700,000	1,700,000
18	Transit Management Sylem	1,620,000	900,000	950,000	550,000	-	4,020,000	3,020,000
19	JDE System Enhancement	50,000	50,000	50,000	50,000	50,000	250,000	250,000
Total Information Technology		16,060,000	4,324,000	5,774,000	10,993,000	2,715,000	39,866,000	38,694,000
Safety & Security/Police								
Safety & Security								
20	Corridor Fencing	50,000	50,000	50,000	50,000	50,000	250,000	250,000
21	Camera Sustainability	50,000	50,000	50,000	50,000	50,000	250,000	250,000
22	Access Control for Data Rooms	10,000	-	-	-	-	10,000	10,000
23	Bus Camera Overhaul/Replacement	40,000	40,000	-	-	-	80,000	80,000
24	Bus Safety and Security	30,000	30,000	30,000	30,000	30,000	150,000	150,000
25	Facility Security	50,000	50,000	50,000	50,000	50,000	250,000	250,000
26	Next Crossing Camera Installation	40,000	40,000	40,000	40,000	40,000	200,000	200,000
27	Safety General Projects	100,000	100,000	100,000	100,000	100,000	500,000	500,000
28	Security General Projects	20,000	20,000	20,000	20,000	20,000	100,000	100,000
Safety & Security Total		390,000	380,000	340,000	340,000	340,000	1,790,000	1,790,000
Police								
29	Ballistic Vest Replacement	15,000	15,000	15,000	15,000	25,000	85,000	85,000
30	Vehicle Replacement/Expansion	290,000	370,000	330,000	330,000	320,000	1,640,000	1,640,000
31	Tasers	-	100,000	-	-	-	100,000	100,000
32	Emergency Operations Training	15,000	15,000	15,000	15,000	15,000	75,000	75,000
33	Police Radio Replacements	56,000	56,000	56,000	56,000	-	224,000	174,000
Police Total		376,000	556,000	416,000	416,000	360,000	2,124,000	2,074,000
Total Safety & Security		766,000	936,000	756,000	756,000	700,000	3,914,000	3,864,000
Asset Management (Vehicles, Facilities, Rail Infrastructure, Rail Systems)								
Vehicles								
34	Bus Replacement	12,800,000	11,307,289	35,200,000	50,100,000	43,000,000	152,407,289	152,407,289
35	20 Electric Buses/Infrastructure-SLCo	14,200,000	12,879,240	-	-	-	27,079,240	11,500,000
36	Van Pool Replacement	2,205,720	1,424,498	1,270,960	1,423,240	1,800,000	8,124,418	8,124,418
37	Paratransit Vehicle Replacement	3,052,899	3,125,376	3,199,593	3,275,592	3,400,000	16,053,460	16,053,460
38	Bus Engine/Trans/Comp Rehab/Replace	1,500,000	3,000,000	3,000,000	3,000,000	3,000,000	13,500,000	6,300,000
39	Light Rail Vehicle Rehab	9,608,435	10,100,000	10,617,500	11,203,375	13,500,000	55,029,310	55,029,310
40	Commuter Rail Engine Overhaul	2,608,435	1,736,221	1,500,000	-	-	6,608,435	4,107,972
41	Non-Rev Service Vehicle Replace	1,500,000	650,000	750,000	350,000	500,000	3,750,000	3,750,000
42	Comet Car Replacement	3,000,000	2,250,000	3,000,000	1,500,000	7,500,000	17,250,000	17,250,000
43	LRV Accident Repair	1,500,000	1,600,000	700,000	400,000	-	4,200,000	4,200,000
44	Commuter Rail Vehicle Rehab	500,000	750,000	1,000,000	2,000,000	2,000,000	6,250,000	6,250,000
Vehicles Total		52,475,489	49,586,403	60,238,053	73,252,207	74,700,000	310,252,152	284,972,449
Facilities								
45	Facilities Rehab and Replacement	1,000,000	2,000,000	1,000,000	1,000,000	2,000,000	7,000,000	7,000,000
46	Equipment Managed Reserve	250,000	500,000	500,000	500,000	1,000,000	2,750,000	2,750,000
47	Stations and Platforms Rehab/Replace	350,000	250,000	250,000	250,000	250,000	1,350,000	1,350,000
48	Park and Ride Rehab/Replacement	500,000	750,000	500,000	750,000	1,000,000	3,500,000	3,500,000
49	Meadowbrook Flooring/Lighting	450,000	-	-	-	-	450,000	450,000
50	Building Remodels/Reconfiguration	100,000	100,000	100,000	100,000	100,000	500,000	500,000
Facilities Total		2,650,000	3,600,000	2,350,000	2,600,000	4,350,000	15,550,000	15,550,000
Rail Infrastructure								
51	Rail Rehab and Replacement	7,450,000	2,200,000	1,375,000	750,000	4,000,000	15,775,000	15,775,000
52	Ballast and Ties Rehab/Replacement	250,000	250,000	250,000	250,000	250,000	1,250,000	1,250,000
53	Bridge Rehabilitation & Maintenance	650,000	300,000	450,000	300,000	400,000	2,100,000	2,100,000
54	Grade Crossings Rehab/Replacement	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	10,000,000
Rail Infrastructure Total		10,350,000	4,750,000	4,075,000	3,300,000	6,650,000	29,125,000	29,125,000
Rail Systems								
55	Traction Power Rehab/Replacement	6,500,000	9,500,000	11,000,000	11,000,000	500,000	38,500,000	38,500,000
56	Train Control Rehab/Replacement	4,750,000	650,000	2,000,000	500,000	500,000	8,400,000	8,400,000
57	Rail Switches/Trackwork Controls	1,200,000	1,200,000	450,000	1,200,000	4,500,000	8,550,000	8,550,000
58	Stray Current Mitigation	700,000	300,000	300,000	600,000	600,000	2,500,000	2,500,000
59	OCS Rehab/Replacement	500,000	750,000	500,000	500,000	500,000	2,750,000	2,750,000
60	Fiber Replacement	-	-	-	-	4,500,000	4,500,000	4,500,000
61	Red Light Signal Enforcement	-	-	-	-	-	-	-
Rail Systems Total		13,650,000	12,400,000	14,250,000	13,800,000	11,100,000	65,200,000	65,200,000
Total Asset Management		79,125,489	70,336,403	80,913,053	92,952,207	96,800,000	420,127,152	394,847,449
Capital Development Projects								
62	Airport Station Relocation	7,000,000	-	-	-	-	7,000,000	7,000,000
63	3300/3500 South MAX Exp/Optimization	-	-	-	-	-	-	-
64	Depot District	33,762,154	33,750,000	2,500,000	-	-	70,012,154	53,050,000
65	Ogden/Weber State University BRT	52,580,513	1,630,513	37,029,004	-	-	94,812,513	7,160,059
66	TIGER Program of Projects	13,170,900	80,617	1,655,000	-	-	14,825,900	80,617
67	Box Elder Right of Way Preservation	1,000,000	4,000,000	2,000,000	2,000,000	-	9,000,000	9,000,000
68	Weber Cnty CR ROW Preservation	1,000,000	3,000,000	-	-	-	4,000,000	3,000,000
69	Signal Pre-emption Projects w/UDOT	250,000	250,000	-	-	-	500,000	-
70	Queue Cutter Projects with UDOT	250,000	250,000	-	-	-	500,000	-
71	Point of Mountain AA/EIS	2,500,000	3,000,000	3,000,000	-	-	8,500,000	1,500,000
72	Office Equipment Reserve	100,000	100,000	100,000	100,000	100,000	500,000	500,000
73	Positive Train Control	2,500,000	801,808	-	-	-	3,301,808	3,301,808
74	Northern Utah County Double Track	9,000,000	-	-	-	-	9,000,000	9,000,000
75	Bus Stop Imp System-Wide ADA	1,000,000	200,000	1,000,000	200,000	-	4,000,000	800,000
76	Bus Stop Imp/signage - SL County	2,500,000	1,575,000	1,653,750	1,736,438	1736439	9,201,627	9,201,627
77	UTA ADA Bus Stop Imp Utah Cnty	-	-	-	364,261	24,661	364,261	24,661

78	Wayfinding Signage	650,000	650,000	1,250,000	1,050,000	1,350,000	1,150,000	1,500,000	1,300,000	-	0	4,750,000	4,150,000
79	Operator Restrooms System-Wide	400,000	80,000	750,000	750,000	750,000	150,000	750,000	150,000	-	0	2,650,000	1,130,000
80	Operator Restrooms - SL County	200,000	200,000	-	-	-	-	-	-	-	0	200,000	200,000
81	650 South Station	2,000,000	-	-	-	-	-	-	-	-	0	2,000,000	-
82	Davis-SLC Community Connector	300,000	300,000	7,500,000	4,000,000	-	-	100,000,000	10,000,000	-	0	107,800,000	14,300,000
83	Sharp-Tintic Rail Connection	2,309,867	40,348	6,479,832	113,189	798,093	13,942	-	-	-	0	9,587,792	167,480
84	North Temple EOL (SLC CMAQ grant)	-	-	-	-	-	-	-	-	3,936,600	-	3,936,600	-
85	U of U EOL	-	-	-	-	-	-	-	-	-	0	-	-
86	Fort Union EOL	3,000,000	3,000,000	-	-	-	-	-	-	-	0	3,000,000	3,000,000
87	5600 W/4500 S EOL	3,000,000	3,000,000	-	-	-	-	-	-	-	0	3,000,000	3,000,000
88	Meadowbrook Expansion	2,600,000	2,600,000	-	-	-	-	-	-	-	0	2,600,000	2,600,000
89	FR Business Plan	-	-	-	-	-	-	-	-	-	0	-	-
90	Layton FrontRunner Parking Garage	-	-	-	-	4,700,000	-	-	-	0	0	4,700,000	-
91	FR Snow Melt System Replacement	50,000	50,000	5,000,000	5,000,000	4,000,000	4,000,000	-	-	0	0	9,050,000	9,050,000
92	MSP220-5310	250,000	10,000	-	-	-	-	-	-	-	-	250,000	10,000
93	MSP221-5310	100,000	5,000	-	-	-	-	-	-	-	-	100,000	5,000
94	MSP222-5310	140,000	8,000	-	-	-	-	-	-	-	-	140,000	8,000
95	FY19/20 - 5310 Funds - SL/WV	3,357,034	-	479,576	-	-	-	-	-	-	-	3,836,610	-
96	FY19/20 - 5310 Funds - O/L	1,884,227	-	269,175	-	-	-	-	-	-	-	2,153,402	-
97	FY19/20 - 5310 Funds - P/O	1,268,262	-	181,180	-	-	-	-	-	-	-	1,449,442	-
98	FY21/22 - 5310 Funds - SL/WV	-	-	1,357,581	-	-	-	-	-	-	-	1,357,581	-
99	FY21/22 - 5310 Funds - O/L	-	-	778,753	-	-	-	-	-	-	-	778,753	-
100	FY21/22 - 5310 Funds - P/O	-	-	513,055	-	-	-	-	-	-	-	513,055	-
101	FY23/24 - 5310 Funds - SL/WV	-	-	-	-	-	-	1,412,427	-	-	-	1,412,427	-
102	FY23/24 - 5310 Funds - O/L	-	-	-	-	-	-	810,215	-	-	-	810,215	-
103	FY23/24 - 5310 Funds - P/O	-	-	-	-	-	-	533,782	-	-	-	533,782	-
104	5310 Admin Funds	280,142	-	294,522	-	306,420	-	-	-	-	-	881,084	-
105	Capital Planning/Env Analysis	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000
106	Mid-Valley Connector	27,905,000	-	16,578,000	2,283,000	-	-	-	-	-	0	44,483,000	2,283,000
107	FrontRunner Double Tracking	2,500,000	-	25,000,000	-	12,500,000	-	-	-	-	0	40,000,000	-
108	Green Line Reconfiguration	1,200,000	200,000	-	-	-	-	-	-	-	0	1,200,000	200,000
109	Central Corridor Transit	1,500,000	101,550	1,500,000	101,550	-	-	-	-	-	0	3,000,000	203,100
110	Warm Springs upgrades/exp	1,738,000	1,738,000	-	-	-	-	8,923,000	8,923,000	-	0	10,661,000	10,661,000
111	Gap filler on FR stations	1,000,000	1,000,000	-	-	-	-	-	-	-	0	1,000,000	1,000,000
112	Historic Utah Southern Rail Trail	-	-	-	-	-	-	300,000	-	-	0	300,000	-
113	Mt Ogden Admin Bldg expansion	235,000	235,000	-	-	-	-	-	-	-	0	235,000	235,000
114	Capital Contingency	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	10,000,000
	Total Capital Development Projects	186,981,099	65,729,028	156,842,486	58,324,547	42,361,259	12,997,238	121,930,123	26,934,099	8,273,039	4,336,439	516,388,006	168,321,352

Total Overall Capital Budget	282,932,588	153,132,213	232,438,889	124,117,551	129,804,312	97,090,291	226,631,330	129,235,306	108,488,039	102,151,439	980,295,158	605,726,801
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Summary by Category	2021 Proposed Budget	Total UTA Funds	2022 Proposed Budget	Total UTA Funds	2023 Proposed Budget	Total UTA Funds	2024 Proposed Budget	Total UTA Funds	2025 Proposed Budget	Total UTA Funds	5-Year Proposed Budget	Total 5-yr UTA Funds
Information Technology	16,060,000	14,888,000	4,324,000	4,324,000	5,774,000	5,774,000	10,993,000	10,993,000	2,715,000	2,715,000	39,866,000	38,694,000
Safety & Security	766,000	716,000	936,000	936,000	756,000	756,000	756,000	756,000	700,000	700,000	3,914,000	3,864,000
Revenue Service Vehicles & white fleet	36,758,619	30,218,999	31,636,403	22,596,783	43,420,553	43,420,553	56,648,832	56,648,832	56,200,000	56,200,000	224,664,407	209,085,167
Vehicles - Rehab/Repair	15,716,870	14,930,186	17,950,000	17,186,221	16,817,500	13,467,500	16,603,375	14,203,375	18,500,000	16,100,000	85,587,745	75,887,282
Facilities Maintenance	2,650,000	2,650,000	3,600,000	3,600,000	2,350,000	2,350,000	2,600,000	2,600,000	4,350,000	4,350,000	15,550,000	15,550,000
Rail Maintenance Projects	24,000,000	24,000,000	17,150,000	17,150,000	18,325,000	18,325,000	17,100,000	17,100,000	17,750,000	17,750,000	94,325,000	94,325,000
Airport LRT	7,000,000	7,000,000	-	-	-	-	-	-	-	-	7,000,000	7,000,000
Depot District	33,762,154	25,500,000	33,750,000	27,550,000	2,500,000	-	-	-	-	-	70,012,154	53,050,000
Ogden/Weber BRT	52,580,513	1,630,513	37,029,004	4,800,000	5,202,996	729,546	-	-	-	-	94,812,513	7,160,059
TIGER First/Last Mile Projects	13,170,900	80,617	1,655,000	-	-	-	-	-	-	-	14,825,900	80,617
Northern Utah Cnty Dbl Track	9,000,000	9,000,000	-	-	-	-	-	-	-	-	9,000,000	9,000,000
Midvalley BRT	27,905,000	-	16,578,000	2,283,000	-	-	-	-	-	-	44,483,000	2,283,000
Davis-SLC Connector	300,000	300,000	7,500,000	4,000,000	-	-	100,000,000	10,000,000	-	-	107,800,000	14,300,000
Other Capital Projects	43,262,532	22,217,898	60,330,482	19,691,547	34,658,263	12,267,692	21,930,123	16,934,099	8,273,039	4,336,439	168,454,439	75,447,676
	282,932,588	153,132,213	232,438,889	124,117,551	129,804,312	97,090,291	226,631,330	129,235,306	108,488,039	102,151,439	980,295,158	605,726,801

8-26-20 DRAFT: UTA 5-Year Capital Plan: 2021 Details

	Project Name	2021 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
Information Technology										
1	In-house App Dev. & Enhancements	100,000							100,000	100,000
2	Radio Communication Infrastructure	150,000							150,000	150,000
3	Server, Storage Infrastructure Eq & SW	245,000							245,000	245,000
4	Rail Communication On-Board Tech	100,000							100,000	100,000
5	Info Security Eq/SW (PCI Comp & Cyber S	440,000							440,000	440,000
6	Bus Communication On-Board Tech	100,000							100,000	100,000
7	IT Managed Reserved (formerly IT Pool)	400,000							400,000	400,000
8	Network & Infrastructure Equipment	325,000							325,000	325,000
9	FrontRunner WiFi Enhancements	250,000							250,000	250,000
10	Init APC Upgrade	340,000							340,000	340,000
11	Electronic Fare Collection Maint & Rep	2,500,000			2,500,000				-	2,500,000
12	ArcGIS GeoEvent Server for Live Data	25,000							25,000	25,000
13	Rail TVM SOGR - PCI Compliance	7,800,000			7,800,000				-	7,800,000
14	TVM for UVX (needed if Free Fare ends)	1,100,000							1,100,000	1,100,000
15	New Radio Communication System	-							-	-
16	E Voucher Software Development	215,000		172,000					43,000	43,000
17	Passenger Information	300,000							300,000	300,000
18	Transit Management Sytem	1,620,000		1,000,000					620,000	620,000
19	JDE System Enhancement	50,000							50,000	50,000
	Total Information Technology	16,060,000	-	1,172,000	10,300,000	-	-	-	4,588,000	14,888,000
Safety & Security/Police										
Safety & Security										
20	Corridor Fencing	50,000							50,000	50,000
21	Camera Sustainability	50,000							50,000	50,000
22	Access Control for Data Rooms	10,000							10,000	10,000
23	Bus Camera Overhaul/Replacement	40,000							40,000	40,000
24	Bus Safety and Security	30,000							30,000	30,000
25	Facility Security	50,000							50,000	50,000
26	Next Crossing Camera Installation	40,000							40,000	40,000
27	Safety General Projects	100,000							100,000	100,000
28	Security General Projects	20,000							20,000	20,000
	Safety & Security Total	390,000	-	-	-	-	-	-	390,000	390,000
Police										
29	Ballistic Vest Replacement	15,000							15,000	15,000
30	Vehicle Replacement/Expansion	290,000							290,000	290,000
31	Tasers	-							-	-
32	Emergency Operations Training	15,000							15,000	15,000
33	Police Radio Replacements	56,000		50,000					6,000	6,000
	Police Total	376,000	-	50,000	-	-	-	-	326,000	326,000
	Total Safety & Security	766,000	-	50,000	-	-	-	-	716,000	716,000
Asset Management (Vehicles, Facilities, Rail Infrastructure, Rail Systems)										
Vehicles										
34	Bus Replacement	12,800,000			12,800,000				-	12,800,000
35	20 Electric Buses/Infrastructure-SLCo	14,200,000		6,539,620	7,660,380				-	7,660,380
36	Van Pool Replacement	2,205,720			2,205,720				-	2,205,720
37	Paratransit Vehicle Replacment	3,052,899			3,000,000				52,899	3,052,899
38	Bus Engine/Trans/Comp Rehab/Replace	1,500,000							1,500,000	1,500,000
39	Light Rail Vehicle Rehab	9,608,435					7,000,000		2,608,435	9,608,435
40	Commuter Rail Engine Overhaul	2,608,435		786,684					1,821,751	1,821,751
41	Non-Rev Service Vehicle Replace	1,500,000							1,500,000	1,500,000
42	Comet Car Replacement	3,000,000	3,000,000						-	3,000,000
43	LRV Accident Repair	1,500,000							1,500,000	1,500,000
44	Commuter Rail Vehicle Rehab	500,000							500,000	500,000
	Vehicles Total	52,475,489	3,000,000	7,326,304	25,666,100	-	7,000,000	-	9,483,085	45,149,185
Facilities										
45	Facilities Rehab and Replacement	1,000,000							1,000,000	1,000,000
46	Equipment Managed Reserve	250,000							250,000	250,000
47	Stations and Platforms Rehab/Replace	350,000							350,000	350,000
48	Park and Ride Rehab/Replacement	500,000							500,000	500,000
49	Meadowbrook Flooring/Lighting	450,000							450,000	450,000
50	Building Remodels/Reconfiguration	100,000							100,000	100,000
	Facilities Total	2,650,000	-	-	-	-	-	-	2,650,000	2,650,000
Rail Infrastructure										
51	Rail Rehab and Replacement	7,450,000							7,450,000	7,450,000
52	Ballast and Ties Rehab/Replacement	250,000							250,000	250,000
53	Bridge Rehabilitation & Maintenance	650,000							650,000	650,000
54	Grade Crossings Rehab/Replacement	2,000,000							2,000,000	2,000,000
	Rail Infrastructure Total	10,350,000	-	-	-	-	-	-	10,350,000	10,350,000
Rail Systems										
55	Traction Power Rehab/Replacement	6,500,000	6,500,000						-	6,500,000
56	Train Control Rehab/Replacement	4,750,000							4,750,000	4,750,000
57	Rail Switches/Trackwork Controls	1,200,000							1,200,000	1,200,000
58	Stray Current Mitigation	700,000							700,000	700,000

61	Red Light Signal Enforcement									
	Rail Systems Total	12,400,000	9,500,000	-	-	-	-	-	2,900,000	12,400,000
	Total Asset Management	70,336,403	11,750,000	9,803,399	19,671,407	-	7,350,000	-	21,761,597	60,533,004
		2022								
		Proposed								
		Budget	Bonds	Grants	Lease	State	SL Cnty 4th	Local	UTA Other	Total UTA
	Capital Development Projects					Funding	Qtr	Partners		Funds
62	Airport Station Relocation	-							-	-
63	3300/3500 South MAX Exp/Optimization								-	-
64	Depot District	33,750,000	27,550,000	3,700,000		2,500,000			-	27,550,000
65	Ogden/Weber State University BRT	37,029,004	4,800,000	30,000,000		2,229,004			-	4,800,000
66	TIGER Program of Projects	1,655,000		1,050,000				605,000	-	-
67	Box Elder Right of Way Preservation	4,000,000							4,000,000	4,000,000
68	Weber Cnty CR ROW Preservation	3,000,000							3,000,000	3,000,000
69	Signal Pre-emption Projects w/UDOT	250,000						250,000	-	-
70	Queue Cutter Projects with UDOT	250,000						250,000	-	-
71	Point of Mountain AA/EIS	3,000,000		1,000,000		1,500,000			500,000	500,000
72	Office Equipment Reserve	100,000							100,000	100,000
73	Positive Train Control	801,808							801,808	801,808
74	Northern Utah County Double Track	-							-	-
75	Bus Stop Imp System-Wide ADA	1,000,000		800,000					200,000	200,000
76	Bus Stop Imp/signage - SL County	1,575,000					1,575,000		-	1,575,000
77	UTA ADA Bus Stop Imp Utah Cnty								-	-
78	Wayfinding Signage	1,250,000		200,000					1,050,000	1,050,000
79	Operator Restrooms System-Wide	750,000	150,000						600,000	750,000
80	Operator Restrooms - SL County								-	-
81	650 South Station	-							-	-
82	Davis-SLC Community Connector	7,500,000	4,000,000					3,500,000	-	4,000,000
83	Sharp-Tintic Rail Connection	6,479,832		5,724,593		601,499		40,551	113,189	113,189
84	North Temple EOL (SLC CMAQ grant)								-	-
85	U of U EOL								-	-
86	Fort Union EOL								-	-
87	5600 W/4500 S EOL								-	-
88	Meadowbrook Expansion								-	-
89	FR Business Plan								-	-
90	Layton FrontRunner Parking Garage	-							-	-
91	FR Snow Melt System Replacement	5,000,000							5,000,000	5,000,000
92	MSP220-5310								-	-
93	MSP221-5310								-	-
94	MSP222-5310								-	-
95	FY19/20 - 5310 Funds - SL/WV	479,576		322,986				156,590	-	-
96	FY19/20 - 5310 Funds - O/L	269,175		185,276				83,899	-	-
97	FY19/20 - 5310 Funds - P/O	181,180		122,063				59,117	-	-
98	FY21/22 - 5310 Funds - SL/WV	1,357,581		1,357,581					-	-
99	FY21/22 - 5310 Funds - O/L	778,753		778,753					-	-
100	FY21/22 - 5310 Funds - P/O	513,055		513,055					-	-
101	FY23/24 - 5310 Funds - SL/WV								-	-
102	FY23/24 - 5310 Funds - O/L								-	-
103	FY23/24 - 5310 Funds - P/O								-	-
104	5310 Admin Funds	294,522		294,522					-	-
105	Capital Planning/Env Analysis	500,000							500,000	500,000
106	Mid-Valley Connector	16,578,000		2,000,000		2,295,000		10,000,000	2,283,000	2,283,000
107	FrontRunner Double Tracking	25,000,000		15,000,000		10,000,000			-	-
108	Green Line Reconfiguration								-	-
109	Central Corridor Transit	1,500,000		1,398,450					101,550	101,550
110	Warm Springs upgrades/exp								-	-
111	Gap filler on FR stations								-	-
112	Historic Utah Southern Rail Trail								-	-
113	Mt Ogden Admin Bldg expansion								-	-
114	Capital Contingency	2,000,000							2,000,000	2,000,000
	Total Capital Development Projects	156,842,486	36,500,000	64,447,279	-	19,125,503	1,575,000	14,945,157	20,249,547	58,324,547
	Total Overall Capital Budget	232,438,889	48,250,000	74,250,678	19,671,407	19,125,503	8,925,000	14,945,157	47,271,144	124,117,551
		2022								
		Proposed								
		Budget	Bonds	Grants	Lease	State	SL Cnty 4th	Local	UTA Other	Total UTA
	Summary by Category					Funding	Qtr	Partners		Funds
	Information Technology	4,324,000	-	-	-	-	-	-	4,324,000	4,324,000
	Safety & Security	936,000	-	-	-	-	-	-	936,000	936,000
	Revenue Service Vehicles & white fleet	31,636,403	2,250,000	9,039,620	19,671,407	-	-	-	675,376	22,596,783
	Vehicles - Rehab/Repair	17,950,000	-	763,779	-	-	7,350,000	-	9,836,221	17,186,221
	Facilities Maintenance	3,600,000	-	-	-	-	-	-	3,600,000	3,600,000
	Rail Maintenance Projects	17,150,000	9,500,000	-	-	-	-	-	7,650,000	17,150,000
	Airport LRT	-	-	-	-	-	-	-	-	-
	Depot District	33,750,000	27,550,000	3,700,000	-	2,500,000	-	-	-	27,550,000
	Ogden/Weber BRT	37,029,004	4,800,000	30,000,000	-	2,229,004	-	-	-	4,800,000
	TIGER First/Last Mile Projects	1,655,000	-	1,050,000	-	-	-	605,000	-	-
	Northern Utah Cnty Dbl Track	-	-	-	-	-	-	-	-	-
	Midvalley BRT	16,578,000	-	2,000,000	-	2,295,000	-	10,000,000	2,283,000	2,283,000
	Davis-SLC Connector	7,500,000	4,000,000	-	-	-	-	3,500,000	-	4,000,000
	Other Capital Projects	60,330,482	150,000	27,697,279	-	12,101,499	1,575,000	840,157	17,966,547	19,691,547
		232,438,889	48,250,000	74,250,678	19,671,407	19,125,503	8,925,000	14,945,157	47,271,144	124,117,551

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	Project Name	2023 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
Information Technology										
1	In-house App Dev. & Enhancements	200,000							200,000	200,000
2	Radio Communication Infrastructure	100,000							100,000	100,000
3	Server, Storage Infrastructure Eq & SW	279,000							279,000	279,000
4	Rail Communication On-Board Tech	100,000							100,000	100,000
5	Info Security Eq/SW (PCI Comp & Cyber S	445,000							445,000	445,000
6	Bus Communication On-Board Tech	100,000							100,000	100,000
7	IT Managed Reserved (formerly IT Pool)	350,000							350,000	350,000
8	Network & Infrastructure Equipment	450,000							450,000	450,000
9	FrontRunner WiFi Enhancements	50,000							50,000	50,000
10	Init APC Upgrade	-							-	-
11	Electronic Fare Collection Maint & Rep	300,000							300,000	300,000
12	ArcGIS GeoEvent Server for Live Data	-							-	-
13	Rail TVM SOGR - PCI Compliance	50,000							50,000	50,000
14	TVM for UVX (needed if Free Fare ends)	-							-	-
15	New Radio Communication System	2,000,000	2,000,000						-	2,000,000
16	E Voucher Software Development	-							-	-
17	Passenger Information	350,000							350,000	350,000
18	Transit Management Sytem	950,000							950,000	950,000
19	JDE System Enhancement	50,000							50,000	50,000
	Total Information Technology	5,774,000	2,000,000	-	-	-	-	-	3,774,000	5,774,000
Safety & Security/Police										
	Safety & Security									
20	Corridor Fencing	50,000							50,000	50,000
21	Camera Sustainability	50,000							50,000	50,000
22	Access Control for Data Rooms	-							-	-
23	Bus Camera Overhaul/Replacement	-							-	-
24	Bus Safety and Security	30,000							30,000	30,000
25	Facility Security	50,000							50,000	50,000
26	Next Crossing Camera Installation	40,000							40,000	40,000
27	Safety General Projects	100,000							100,000	100,000
28	Security General Projects	20,000							20,000	20,000
	Safety & Security Total	340,000	-	-	-	-	-	-	340,000	340,000
	Police									
29	Ballistic Vest Replacement	15,000							15,000	15,000
30	Vehicle Replacement/Expansion	330,000							330,000	330,000
31	Tasers	-							-	-
32	Emergency Operations Training	15,000							15,000	15,000
33	Police Radio Replacements	56,000							56,000	56,000
	Police Total	416,000	-	-	-	-	-	-	416,000	416,000
	Total Safety & Security	756,000	-	-	-	-	-	-	756,000	756,000
	Asset Management (Vehicles, Facilities, Rail Infrastructure, Rail Systems)									
	Vehicles									
34	Bus Replacement	35,200,000			35,200,000				-	35,200,000
35	20 Electric Buses/Infrastructure-SLCo	-							-	-
36	Van Pool Replacement	1,270,960			1,270,960				-	1,270,960
37	Paratransit Vehicle Replacment	3,199,593			3,199,593				-	3,199,593
38	Bus Engine/Trans/Comp Rehab/Replace	3,000,000		2,400,000					600,000	600,000
39	Light Rail Vehicle Rehab	10,617,500					7,717,500		2,900,000	10,617,500
40	Commuter Rail Engine Overhaul	1,500,000		950,000					550,000	550,000
41	Non-Rev Service Vehicle Replace	750,000							750,000	750,000
42	Comet Car Replacement	3,000,000	3,000,000						-	3,000,000
43	LRV Accident Repair	700,000							700,000	700,000
44	Commuter Rail Vehicle Rehab	1,000,000							1,000,000	1,000,000
	Vehicles Total	60,238,053	3,000,000	3,350,000	39,670,553	-	7,717,500	-	6,500,000	56,888,053
	Facilities									
45	Facilities Rehab and Replacement	1,000,000							1,000,000	1,000,000
46	Equipment Managed Reserve	500,000							500,000	500,000
47	Stations and Platforms Rehab/Replace	250,000							250,000	250,000
48	Park and Ride Rehab/Replacement	500,000							500,000	500,000
49	Meadowbrook Flooring/Lighting	-							-	-
50	Building Remodels/Reconfiguration	100,000							100,000	100,000
	Facilities Total	2,350,000	-	-	-	-	-	-	2,350,000	2,350,000
	Rail Infrastructure									
51	Rail Rehab and Replacement	1,375,000							1,375,000	1,375,000
52	Ballast and Ties Rehab/Replacement	250,000							250,000	250,000
53	Bridge Rehabilitation & Maintenance	450,000							450,000	450,000
54	Grade Crossings Rehab/Replacement	2,000,000							2,000,000	2,000,000
	Rail Infrastructure Total	4,075,000	-	-	-	-	-	-	4,075,000	4,075,000
	Rail Systems									
55	Traction Power Rehab/Replacement	11,000,000	11,000,000						-	11,000,000
56	Train Control Rehab/Replacement	2,000,000							2,000,000	2,000,000
57	Rail Switches/Trackwork Controls	450,000							450,000	450,000
58	Stray Current Mitigation	300,000							300,000	300,000

59	OCS Rehab/Replacement	500,000							500,000	500,000
60	Fiber Replacement								-	-
61	Red Light Signal Enforcement								-	-
	Rail Systems Total	14,250,000	11,000,000	-	-	-	-	-	3,250,000	14,250,000
	Total Asset Management	80,913,053	14,000,000	3,350,000	39,670,553	-	7,717,500	-	16,175,000	77,563,053
	Capital Development Projects	2023 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
62	Airport Station Relocation	-							-	-
63	3300/3500 South MAX Exp/Optimization								-	-
64	Depot District	2,500,000				2,500,000			-	-
65	Ogden/Weber State University BRT	5,202,996	729,546	4,473,450					-	729,546
66	TIGER Program of Projects	-							-	-
67	Box Elder Right of Way Preservation	2,000,000							2,000,000	2,000,000
68	Weber Cnty CR ROW Preservation	-							-	-
69	Signal Pre-emption Projects w/UDOT	-							-	-
70	Queue Cutter Projects with UDOT	-							-	-
71	Point of Mountain AA/EIS	3,000,000				2,500,000			500,000	500,000
72	Office Equipment Reserve	100,000							100,000	100,000
73	Positive Train Control	-							-	-
74	Northern Utah County Double Track	-							-	-
75	Bus Stop Imp System-Wide ADA	1,000,000		800,000					200,000	200,000
76	Bus Stop Imp/signage - SL County	1,653,750					1,653,750		-	1,653,750
77	UTA ADA Bus Stop Imp Utah Cnty								-	-
78	Wayfinding Signage	1,350,000		200,000					1,150,000	1,150,000
79	Operator Restrooms System-Wide	750,000	150,000	600,000					-	150,000
80	Operator Restrooms - SL County	-							-	-
81	650 South Station								-	-
82	Davis-SLC Community Connector	-		-					-	-
83	Sharp-Tintic Rail Connection	798,093		705,073		74,084		4,994	13,942	13,942
84	North Temple EOL (SLC CMAQ grant)	-							-	-
85	U of U EOL								-	-
86	Fort Union EOL								-	-
87	5600 W/4500 S EOL								-	-
88	Meadowbrook Expansion								-	-
89	FR Business Plan								-	-
90	Layton FrontRunner Parking Garage	4,700,000		2,000,000				2,700,000	-	-
91	FR Snow Melt System Replacement	4,000,000							4,000,000	4,000,000
92	MSP220-5310								-	-
93	MSP221-5310								-	-
94	MSP222-5310								-	-
95	FY19/20 - 5310 Funds - SL/WV								-	-
96	FY19/20 - 5310 Funds - O/L								-	-
97	FY19/20 - 5310 Funds - P/O								-	-
98	FY21/22 - 5310 Funds - SL/WV								-	-
99	FY21/22 - 5310 Funds - O/L								-	-
100	FY21/22 - 5310 Funds - P/O								-	-
101	FY23/24 - 5310 Funds - SL/WV								-	-
102	FY23/24 - 5310 Funds - O/L								-	-
103	FY23/24 - 5310 Funds - P/O								-	-
104	5310 Admin Funds	306,420		306,420					-	-
105	Capital Planning/Env Analysis	500,000							500,000	500,000
106	Mid-Valley Connector								-	-
107	FrontRunner Double Tracking	12,500,000		5,000,000		7,500,000			-	-
108	Green Line Reconfiguration								-	-
109	Central Corridor Transit								-	-
110	Warm Springs upgrades/exp								-	-
111	Gap filler on FR stations								-	-
112	Historic Utah Southern Rail Trail								-	-
113	Mt Ogden Admin Bldg expansion								-	-
114	Capital Contingency	2,000,000							2,000,000	2,000,000
	Total Capital Development Projects	42,361,259	879,546	14,084,943	-	12,574,084	1,653,750	2,704,994	10,463,942	12,997,238

	Total Overall Capital Budget	129,804,312	16,879,546	17,434,943	39,670,553	12,574,084	9,371,250	2,704,994	31,168,942	97,090,291
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	Summary by Category	2023 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Information Technology	5,774,000	2,000,000	-	-	-	-	-	3,774,000	5,774,000
	Safety & Security	756,000	-	-	-	-	-	-	756,000	756,000
	Revenue Service Vehicles & white fleet	43,420,553	3,000,000	-	39,670,553	-	-	-	750,000	43,420,553
	Vehicles - Rehab/Repair	16,817,500	-	3,350,000	-	-	7,717,500	-	5,750,000	13,467,500
	Facilities Maintenance	2,350,000	-	-	-	-	-	-	2,350,000	2,350,000
	Rail Maintenance Projects	18,325,000	11,000,000	-	-	-	-	-	7,325,000	18,325,000
	Airport LRT	-	-	-	-	-	-	-	-	-
	Depot District	2,500,000	-	-	-	2,500,000	-	-	-	-
	Ogden/Weber BRT	5,202,996	729,546	4,473,450	-	-	-	-	-	729,546
	TIGER First/Last Mile Projects	-	-	-	-	-	-	-	-	-
	Northern Utah Cnty Dbl Track	-	-	-	-	-	-	-	-	-
	Midvalley BRT	-	-	-	-	-	-	-	-	-
	Davis-SLC Connector	-	-	-	-	-	-	-	-	-
	Other Capital Projects	34,658,263	150,000	9,611,493	-	10,074,084	1,653,750	2,704,994	10,463,942	12,267,692
		129,804,312	16,879,546	17,434,943	39,670,553	12,574,084	9,371,250	2,704,994	31,168,942	97,090,291

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	Project Name	2024 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
Information Technology										
1	In-house App Dev. & Enhancements	200,000							200,000	200,000
2	Radio Communication Infrastructure	100,000							100,000	100,000
3	Server, Storage Infrastructure Eq & SW	323,000							323,000	323,000
4	Rail Communication On-Board Tech	100,000							100,000	100,000
5	Info Security Eq/SW (PCI Comp & Cyber S	210,000							210,000	210,000
6	Bus Communication On-Board Tech	100,000							100,000	100,000
7	IT Managed Reserved (formerly IT Pool)	400,000							400,000	400,000
8	Network & Infrastructure Equipment	510,000							510,000	510,000
9	FrontRunner WiFi Enhancements	50,000							50,000	50,000
10	Init APC Upgrade	-							-	-
11	Electronic Fare Collection Maint & Rep	-							-	-
12	ArcGIS GeoEvent Server for Live Data	-							-	-
13	Rail TVM SOGR - PCI Compliance	50,000							50,000	50,000
14	TVM for UVX (needed if Free Fare ends)	-							-	-
15	New Radio Communication System	8,000,000	8,000,000						-	8,000,000
16	E Voucher Software Development	-							-	-
17	Passenger Information	350,000							350,000	350,000
18	Transit Management Sytem	550,000							550,000	550,000
19	JDE System Enhancement	50,000							50,000	50,000
	Total Information Technology	10,993,000	8,000,000	-	-	-	-	-	2,993,000	10,993,000
Safety & Security/Police										
Safety & Security										
20	Corridor Fencing	50,000							50,000	50,000
21	Camera Sustainability	50,000							50,000	50,000
22	Access Control for Data Rooms	-							-	-
23	Bus Camera Overhaul/Replacement	-							-	-
24	Bus Safety and Security	30,000							30,000	30,000
25	Facility Security	50,000							50,000	50,000
26	Next Crossing Camera Installation	40,000							40,000	40,000
27	Safety General Projects	100,000							100,000	100,000
28	Security General Projects	20,000							20,000	20,000
	Safety & Security Total	340,000	-	-	-	-	-	-	340,000	340,000
Police										
29	Ballistic Vest Replacement	15,000							15,000	15,000
30	Vehicle Replacement/Expansion	330,000							330,000	330,000
31	Tasers	-							-	-
32	Emergency Operations Training	15,000							15,000	15,000
33	Police Radio Replacements	56,000							56,000	56,000
	Police Total	416,000	-	-	-	-	-	-	416,000	416,000
	Total Safety & Security	756,000	-	-	-	-	-	-	756,000	756,000
Asset Management (Vehicles, Facilities, Rail Infrastructure, Rail Systems)										
Vehicles										
34	Bus Replacement	50,100,000			50,100,000				-	50,100,000
35	20 Electric Buses/Infrastructure-SLCo	-							-	-
36	Van Pool Replacement	1,423,240			1,423,240				-	1,423,240
37	Paratransit Vehicle Replacment	3,275,592			3,300,000				(24,408)	3,275,592
38	Bus Engine/Trans/Comp Rehab/Replace	3,000,000		2,400,000					600,000	600,000
39	Light Rail Vehicle Rehab	11,203,375					8,103,375		3,100,000	11,203,375
40	Commuter Rail Engine Overhaul	-							-	-
41	Non-Rev Service Vehicle Replace	350,000							350,000	350,000
42	Comet Car Replacement	1,500,000	1,500,000						-	1,500,000
43	LRV Accident Repair	400,000							400,000	400,000
44	Commuter Rail Vehicle Rehab	2,000,000							2,000,000	2,000,000
	Vehicles Total	73,252,207	1,500,000	2,400,000	54,823,240	-	8,103,375	-	6,425,592	70,852,207
Facilities										
45	Facilities Rehab and Replacement	1,000,000							1,000,000	1,000,000
46	Equipment Managed Reserve	500,000							500,000	500,000
47	Stations and Platforms Rehab/Replace	250,000							250,000	250,000
48	Park and Ride Rehab/Replacement	750,000							750,000	750,000
49	Meadowbrook Flooring/Lighting	-							-	-
50	Building Remodels/Reconfiguration	100,000							100,000	100,000
	Facilities Total	2,600,000	-	-	-	-	-	-	2,600,000	2,600,000
Rail Infrastructure										
51	Rail Rehab and Replacement	750,000							750,000	750,000
52	Ballast and Ties Rehab/Replacement	250,000							250,000	250,000
53	Bridge Rehabilitation & Maintenance	300,000							300,000	300,000
54	Grade Crossings Rehab/Replacement	2,000,000							2,000,000	2,000,000
	Rail Infrastructure Total	3,300,000	-	-	-	-	-	-	3,300,000	3,300,000
Rail Systems										
55	Traction Power Rehab/Replacement	11,000,000	11,000,000						-	11,000,000
56	Train Control Rehab/Replacement	500,000							500,000	500,000
57	Rail Switches/Trackwork Controls	1,200,000							1,200,000	1,200,000
58	Stray Current Mitigation	600,000							600,000	600,000

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	Project Name	2025 Proposed Budget	Bonds	Grants	Lease	State Funding	SLCnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Information Technology									
1	In-house App Dev. & Enhancements	200,000							200,000	200,000
2	Radio Communication Infrastructure	100,000							100,000	100,000
3	Server, Storage Infrastructure Eq & SW	255,000							255,000	255,000
4	Rail Communication On-Board Tech	100,000							100,000	100,000
5	Info Security Eq/SW (PCI Comp & Cyber Se	260,000							260,000	260,000
6	Bus Communication On-Board Tech	100,000							100,000	100,000
7	IT Managed Reserved (formerly IT Pool)	400,000							400,000	400,000
8	Network & Infrastructure Equipment	300,000							300,000	300,000
9	FrontRunner WiFi Enhancements	50,000							50,000	50,000
10	Init APC Upgrade	-							-	-
11	Electronic Fare Collection Maint & Rep	-							-	-
12	ArcGIS GeoEvent Server for Live Data	-							-	-
13	Rail TVM SOGR - PCI Compliance	50,000							50,000	50,000
14	TVM for UVX (needed if Free Fare ends)	-							-	-
15	New Radio Communication System	500,000	500,000						-	500,000
16	E Voucher Software Development	-							-	-
17	Passenger Information	350,000							350,000	350,000
18	Transit Management Sytem	-							-	-
19	JDE System Enhancement	50,000							50,000	50,000
	Total Information Technology	2,715,000	500,000	-	-	-	-	-	2,215,000	2,715,000
	Safety & Security/Police	2025 Proposed Budget	Bonds	Grants	Lease	State Funding	SLCnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Safety & Security									
20	Corridor Fencing	50,000							50,000	50000
21	Camera Sustainability	50,000							50,000	50000
22	Access Control for Data Rooms	-							-	0
23	Bus Camera Overhaul/Replacement	-							-	0
24	Bus Safety and Security	30,000							30,000	30000
25	Facility Security	50,000							50,000	50000
26	Next Crossing Camera Installation	40,000							40,000	40000
27	Safety General Projects	100,000							100,000	100000
28	Security General Projects	20,000							20,000	20000
	Safety & Security Total	340,000	-	-	-	-	-	-	340,000	340,000
	Police									
29	Ballistic Vest Replacement	25,000							25,000	25,000
30	Vehicle Replacement/Expansion	320,000							320,000	320,000
31	Tasers								-	-
32	Emergency Operations Training	15,000							15,000	15,000.00
33	Police Radio Replacements								-	-
	Police Total	360,000	-	-	-	-	-	-	360,000	360,000
	Total Safety & Security	700,000	-	-	-	-	-	-	700,000	700,000
	Asset Management (Vehicles, Facilities, Rail Infrastructure, Rail Systems)	2025 Proposed Budget	Bonds	Grants	Lease	State Funding	SLCnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Vehicles									
34	Bus Replacement	43,000,000			43,000,000				-	43,000,000
35	20 Electric Buses/Infrastructure-SLCo	-							-	-
36	Van Pool Replacement	1,800,000			1,800,000				-	1,800,000
37	Paratransit Vehicle Replacment	3,400,000			3,400,000				-	3,400,000
38	Bus Engine/Trans/Comp Rehab/Replace	3,000,000		2,400,000					600,000	600,000
39	Light Rail Vehicle Rehab	13,500,000					8,103,375		5,396,625	13,500,000
40	Commuter Rail Engine Overhaul								-	-
41	Non-Rev Service Vehicle Replace	500,000							500,000	500,000
42	Comet Car Replacement	7,500,000	7,500,000						-	7,500,000
43	LRV Accident Repair								-	-
44	Commuter Rail Vehicle Rehab	2,000,000							2,000,000	2,000,000
	Vehicles Total	74,700,000	7,500,000	2,400,000	48,200,000	-	8,103,375	-	8,496,625	72,300,000
	Facilities									
45	Facilities Rehab and Replacement	2,000,000							2,000,000	2,000,000
46	Equipment Managed Reserve	1,000,000							1,000,000	1,000,000
47	Stations and Platforms Rehab/Replace	250,000							250,000	250,000
48	Park and Ride Rehab/Replacement	1,000,000							1,000,000	1,000,000
49	Meadowbrook Flooring/Lighting								-	-
50	Building Remodels/Reconfiguration	100,000							100,000	100,000
	Facilities Total	4,350,000	-	-	-	-	-	-	4,350,000	4,350,000
	Rail Infrastructure									
51	Rail Rehab and Replacement	4,000,000							4,000,000	4,000,000
52	Ballast and Ties Rehab/Replacement	250,000							250,000	250,000
53	Bridge Rehabilitation & Maintenance	400,000							400,000	400,000
54	Grade Crossings Rehab/Replacement	2,000,000							2,000,000	2,000,000
	Rail Infrastructure Total	6,650,000	-	-	-	-	-	-	6,650,000	6,650,000
	Rail Systems									
55	Traction Power Rehab/Replacement	500,000	500,000						-	500,000
56	Train Control Rehab/Replacement	500,000							500,000	500,000
57	Rail Switches/Trackwork Controls	4,500,000							4,500,000	4,500,000
58	Stray Current Mitigation	600,000							600,000	600,000
59	OCS Rehab/Replacement	500,000							500,000	500,000
60	Fiber Replacement	4,500,000							4,500,000	4,500,000

8-26-20 DRAFT: UTA 5-Year Capital Plan: 2025-2025

	Project Name	5-Year Proposed Budget	Total 5-yr Bond	Total 5-yr Grant	Total 5-yr Lease	Total 5-yr State	Total 5-yr SLCnty 4Q	Total 5-yr Local	Total 5-yr UTA Other	Total UTA 5-yr Funds
Information Technology										
1	In-house App Dev. & Enhancements	900,000	-	-	-	-	-	-	900,000	900,000
2	Radio Communication Infrastructure	550,000	-	-	-	-	-	-	550,000	550,000
3	Server, Storage Infrastructure Eq & SW	1,426,000	-	-	-	-	-	-	1,426,000	1,426,000
4	Rail Communication On-Board Tech	500,000	-	-	-	-	-	-	500,000	500,000
5	Info Security Eq/SW (PCI Comp & Cyber S	1,555,000	-	-	-	-	-	-	1,555,000	1,555,000
6	Bus Communication On-Board Tech	500,000	-	-	-	-	-	-	500,000	500,000
7	IT Managed Reserved (formerly IT Pool)	1,950,000	-	-	-	-	-	-	1,950,000	1,950,000
8	Network & Infrastructure Equipment	2,060,000	-	-	-	-	-	-	2,060,000	2,060,000
9	FrontRunner WiFi Enhancements	750,000	-	-	-	-	-	-	750,000	750,000
10	Init APC Upgrade	840,000	-	-	-	-	-	-	840,000	840,000
11	Electronic Fare Collection Maint & Rep	3,025,000	-	-	2,500,000	-	-	-	525,000	3,025,000
12	ArcGIS GeoEvent Server for Live Data	25,000	-	-	-	-	-	-	25,000	25,000
13	Rail TVM SOGR - PCI Compliance	8,000,000	-	-	7,800,000	-	-	-	200,000	8,000,000
14	TVM for UVX (needed if Free Fare ends)	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000
15	New Radio Communication System	10,500,000	10,500,000	-	-	-	-	-	-	10,500,000
16	E Voucher Software Development	215,000	-	172,000	-	-	-	-	43,000	43,000
17	Passenger Information	1,700,000	-	-	-	-	-	-	1,700,000	1,700,000
18	Transit Management Sytem	4,020,000	-	1,000,000	-	-	-	-	3,020,000	3,020,000
19	JDE System Enhancement	250,000	-	-	-	-	-	-	250,000	250,000
	Total Information Technology	39,866,000	10,500,000	1,172,000	10,300,000	-	-	-	17,894,000	38,694,000
Safety & Security/Police										
Safety & Security										
20	Corridor Fencing	250,000	-	-	-	-	-	-	250,000	250,000
21	Camera Sustainability	250,000	-	-	-	-	-	-	250,000	250,000
22	Access Control for Data Rooms	10,000	-	-	-	-	-	-	10,000	10,000
23	Bus Camera Overhaul/Replacement	80,000	-	-	-	-	-	-	80,000	80,000
24	Bus Safety and Security	150,000	-	-	-	-	-	-	150,000	150,000
25	Facility Security	250,000	-	-	-	-	-	-	250,000	250,000
26	Next Crossing Camera Installation	200,000	-	-	-	-	-	-	200,000	200,000
27	Safety General Projects	500,000	-	-	-	-	-	-	500,000	500,000
28	Security General Projects	100,000	-	-	-	-	-	-	100,000	100,000
	Safety & Security Total	1,790,000	-	-	-	-	-	-	1,790,000	1,790,000
Police										
29	Ballistic Vest Replacement	85,000	-	-	-	-	-	-	85,000	85,000
30	Vehicle Replacement/Expansion	1,640,000	-	-	-	-	-	-	1,640,000	1,640,000
31	Tasers	100,000	-	-	-	-	-	-	100,000	100,000
32	Emergency Operations Training	75,000	-	-	-	-	-	-	75,000	75,000
33	Police Radio Replacements	224,000	-	50,000	-	-	-	-	174,000	174,000
	Police Total	2,124,000	-	50,000	-	-	-	-	2,074,000	2,074,000
	Total Safety & Security	3,914,000	-	50,000	-	-	-	-	3,864,000	3,864,000
Asset Management (Vehicles, Facilities, Rail Infrastructure, Rail Systems)										
Vehicles										
34	Bus Replacement	152,407,289	-	-	152,407,289	-	-	-	-	152,407,289
35	20 Electric Buses/Infrastructure-SLCo	27,079,240	-	15,579,240	11,500,000	-	-	-	-	11,500,000
36	Van Pool Replacement	8,124,418	-	-	8,124,418	-	-	-	-	8,124,418
37	Paratransit Vehicle Replacment	16,053,460	-	-	15,999,593	-	-	-	53,867	16,053,460
38	Bus Engine/Trans/Comp Rehab/Replace	13,500,000	-	7,200,000	-	-	-	-	6,300,000	6,300,000
39	Light Rail Vehicle Rehab	55,029,310	-	-	-	-	38,274,250	-	16,755,060	55,029,310
40	Commuter Rail Engine Overhaul	6,608,435	-	2,500,463	-	-	-	-	4,107,972	4,107,972
41	Non-Rev Service Vehicle Replace	3,750,000	-	-	-	-	-	-	3,750,000	3,750,000
42	Comet Car Replacement	17,250,000	17,250,000	-	-	-	-	-	-	17,250,000
43	LRV Accident Repair	4,200,000	-	-	-	-	-	-	4,200,000	4,200,000
44	Commuter Rail Vehicle Rehab	6,250,000	-	-	-	-	-	-	6,250,000	6,250,000
	Vehicles Total	310,252,152	17,250,000	25,279,703	188,031,300	-	38,274,250	-	41,416,899	284,972,449
Facilities										
45	Facilities Rehab and Replacement	7,000,000	-	-	-	-	-	-	7,000,000	7,000,000
46	Equipment Managed Reserve	2,750,000	-	-	-	-	-	-	2,750,000	2,750,000
47	Stations and Platforms Rehab/Replace	1,350,000	-	-	-	-	-	-	1,350,000	1,350,000
48	Park and Ride Rehab/Replacement	3,500,000	-	-	-	-	-	-	3,500,000	3,500,000
49	Meadowbrook Flooring/Lighting	450,000	-	-	-	-	-	-	450,000	450,000
50	Building Remodels/Reconfiguration	500,000	-	-	-	-	-	-	500,000	500,000
	Facilities Total	15,550,000	-	-	-	-	-	-	15,550,000	15,550,000
Rail Infrastructure										
51	Rail Rehab and Replacement	15,775,000	-	-	-	-	-	-	15,775,000	15,775,000
52	Ballast and Ties Rehab/Replacement	1,250,000	-	-	-	-	-	-	1,250,000	1,250,000
53	Bridge Rehabilitation & Maintenance	2,100,000	-	-	-	-	-	-	2,100,000	2,100,000
54	Grade Crossings Rehab/Replacement	10,000,000	-	-	-	-	-	-	10,000,000	10,000,000
	Rail Infrastructure Total	29,125,000	-	-	-	-	-	-	29,125,000	29,125,000
Rail Systems										
55	Traction Power Rehab/Replacement	38,500,000	38,500,000	-	-	-	-	-	-	38,500,000
56	Train Control Rehab/Replacement	8,400,000	-	-	-	-	-	-	8,400,000	8,400,000
57	Rail Switches/Trackwork Controls	8,550,000	-	-	-	-	-	-	8,550,000	8,550,000
58	Stray Current Mitigation	2,500,000	-	-	-	-	-	-	2,500,000	2,500,000

