

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

Wednesday, January 29, 2020, 3:00 p.m.  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms



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|---|---|
| <b>1. Call to Order &amp; Opening Remarks</b>   | <b>Chair Carlton Christensen</b>            |
| <b>2. Pledge of Allegiance</b>  | <b>Chair Carlton Christensen</b>            |
| <b>3. Safety First Minute</b>   | <b>Sheldon Shaw</b>                         |
| <b>4. Public Comment Period</b>   | <b>Bob Biles</b>                            |
| <b>5. Consent Agenda:</b> <ul style="list-style-type: none"><li>a. Approval of January 22, 2020 Board Meeting Minutes</li><li>b. Fare Contract – Amendment No. 1 to Ski Bus Pass Agreement (Alta Ski Lifts Company)</li><li>c. Grant Agreement: Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant for FrontRunner South Positive Train Control Project</li></ul> | <b>Chair Carlton Christensen</b>            |
| <b>6. Agency Report</b> <ul style="list-style-type: none"><li>a. TIGER Grant Phase 2 Amendment 12 – Sandy Pedestrian Tunnel and Multi-Use Path at 10200 South</li><li>b. UTA’s Transit Agency Safety Plan (TASP) Status</li></ul>   | <b>Carolyn Gonot</b>                        |
| <b>7. Quarterly Investment Report – Fourth Quarter 2019</b>   | <b>Bob Biles</b>                            |
| <b>8. Resolutions</b> <ul style="list-style-type: none"><li>a. R2020-01-04 Resolution Delegating Authority for the Approval of Complimentary Service</li></ul>  | <b>Monica Morton</b>                        |
| <b>9. Contracts, Disbursements and Grants</b> <ul style="list-style-type: none"><li>a. Contract: Future of Light Rail Study (LTK Engineering Services, Inc.)</li><li>b. Contract: Electronic Voucher (eVoucher) System Development, Testing, and Demonstration (Cambridge Systematics)</li></ul>  | <b>Mary DeLoretto</b><br><b>Eddy Cumins</b> |

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- c. Pre-procurement Todd Mills
    - i. New Vehicle Wraps for S70 Light Rail Fleet
    - ii. New Communications System for Light Rail Fleet
  
  - 10. Discussion Items**
    - a. Government Relations and Legislative Priorities Update Shule Bishop  
*The board may make motions regarding UTA positions on legislation.*
    - b. Transit Oriented Development (TOD) 2019 Annual Report and Real Estate Inventory Paul Drake
  
  - 11. Other Business** **Chair Carlton Christensen**
    - a. Next meeting: February 12, 2020 at 9:00 a.m.
  
  - 12. Adjourn** **Chair Carlton Christensen**

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**Public Comment:** Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through [www.rideuta.com](http://www.rideuta.com). In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com). To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

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

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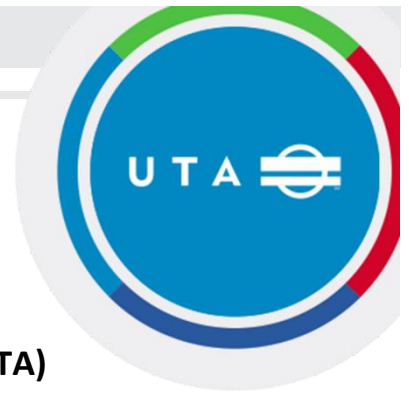


## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Approval of January 22, 2020 Board Meeting Minutes</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approve the minutes of the January 22, 2020 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held on Wednesday, January 22, 2020 at 9:00 a.m. at UTA Headquarters. 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 <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2020-01-22_BOT_Minutes_unapproved



**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held at UTA FrontLines Headquarters located at  
669 West 200 South, Salt Lake City, Utah  
January 22, 2020**

**Board Members Present:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

Also attending were members of UTA staff, as well as interested citizens and members of the media.

**Call to Order, Opening Remarks, and Pledge of Allegiance.** Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

**Safety First Minute.** Chair Christensen yielded the floor to Kent Muhlestein, UTA Safety Admin - Transit System, for a brief safety message.

**Public Comment Period.** No public comment was given.

**Consent Agenda.**

**a. Approval of January 15, 2020 Board Meeting Minutes.**

A motion to approve the January 15, 2020 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Agency Report.** Carolyn Gonot, UTA Executive Director, advised there was no agency report.

## Resolutions

- a. **R2020-01-03 Resolution Authorizing the Filing of Applications with the Federal Transit Administration (FTA) for Federal Transportation Assistance Authorized by Chapter 53 of Title 49 of the United States Code and Any Other Federal Statutes Administered by the Federal Transit Administration and Authorizing the Filing of Other Grant Applications.** Mary DeLoretto, UTA Acting Chief Service Development Officer, explained this resolution is a requirement of the FTA granting the executive director or designee the authority to execute grants in the FTA's Transit Award Management System (TRAMS), as well as awards and certifications and assurances.

A question from the board regarding a dollar limit on the grant application was answered by staff.

A motion to approve R2020-01-03 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Millington, Chair Christensen and Trustee Holbrook.

## Contracts, Disbursements and Grants

- a. **Change Order: Meadowbrook Building 8 Paint Booth Construction (Bailey Builders).** Eddy Cumins, UTA Chief Operating Officer, was joined by Kyle Stockley, Manager of Vehicle Overhaul and Bus Support. Mr. Cumins reported staff is requesting approval of change orders 1-9 in the amount of \$58,681.80 for additional work required; which brings the total contract amount to \$225,109.80 and not \$229,109.80 as mistakenly referenced in the recommendations section of the board memo. He explained during the design phase of this project Epic Engineering put together a scope of work for the project based on a visual walk through and building plans. However, once demolition was underway, some of the utility and building details did not match the building plans and they found 35+ years of overspray from the paint booth on the floor which resulted in additional modifications to the scope of work. Concluding, Mr. Cumins noted that funds for these change orders are in the current capital budget.

Chair Christensen noted Ms. Gonot informed the board of the change orders on December 11, 2020 so this isn't a surprise to them. Questions regarding whether the paint booth is finished and how staff is painting in the interim were posed by the board and answered by staff.

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

## Discussion Items

- a. **UTA Continuous Improvement (CI) 2019 Outcomes.** Alisha Garrett, UTA Sr. Manager of Culture and Talent Development excused Kim Ulibarri, UTA Chief of People, for her absence from the meeting.

Trustee Millington thanked Ms. Garrett for the efforts, dedication, professionalism and activities of the CI team. Ms. Garrett reminded the board that continuous improvement is one of UTA's values and provided a description of the term. She overviewed the creation of the team, program evolution, structure, mission and vision, work they perform, and certification process. She also touched on stats and accomplishment of the 2019 team, including examples and details of a few projects, lessons learned, results, and team accomplishments.

Questions regarding how someone becomes an advocate, how individuals get information to their team, where hand sanitizer is located on the FrontRunner trains and whether the team measures the cost savings of their projects were posed by the board and answered by staff.

- b. **Government Relations and Legislative Priorities Update.** Shule Bishop, UTA Government Relations Director, noted with the upcoming Legislative Session bill files continue to be numbered and obtain language. He reported Michelle Larsen has combed through the bills and will continue to monitor, respond, and prepare research on legislation. He advised tax reforms continue to be a hot topic and may remain so throughout the session. Staff is watching Representative Stephan Handy's bill to change requirements for background checks associated with employment eligibility. Mr. Bishop also noted that UTA's 50 Year Celebration event will be big during the session. Concluding, he promised to keep the board informed should a position need to be taken for/against any legislation.

The board asked about the tax referendum process, deadlines for submission to the county elections offices, signature validations, and certification process prior to submission to the Lieutenant Governor's office.

## Other Business.

**Next Meeting.** The next meeting of the board will be on Wednesday, January 29, 2020 at 9:00 a.m.

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

Transcribed by Angie Olsen  
Executive Assistant to the Board  
Utah Transit Authority  
[aolsen@rideuta.com](mailto:aolsen@rideuta.com)  
801.287.2581

*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/583042.html> for entire content.*

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

UNAPPROVED



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Robert Biles, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Fare Contract- Amendment No. 1 to Ski Bus Pass Agreement (Alta Ski Lifts Company)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Authorize Contract Amendment No. 1 to the Ski Bus Pass Agreement with Alta Ski Resort
<b>BACKGROUND:</b>	This contract amendment is being presented to the board of trustees as required by Board Policy 4.1 - Fares.
<b>DISCUSSION:</b>	<p>The Alta Ski Resort Bus Pass Agreement was approved in the November 20, 2019 board meeting. However, Section 2 and E of the contract will be updated to remove language originally included in error referring to Ikon Passes:</p> <ol style="list-style-type: none"><li><i>1. The Authorized Users set forth in Section 2 of the agreement shall be as follows: Administrator's season pass holders and employees shall be authorized Users under this agreement</i></li><li><i>2. Section E of the agreement: "Ikon Pass Data" shall be removed</i></li></ol> <p>The Alta contract approved by the board of trustees on 11/20/2019 previously stated:</p> <p><i>Section 2: AUTHORIZED USERS. Administrator's season pass holders, Ikon Pass Holders, and employees shall be Authorized Users under this Agreement.</i></p> <p><i>Section E: Ikon Pass Data. Administrator agrees to provide a list of Ikon pass numbers to the Authority no later than November 1. The Authority Agrees to activate all Ikon passes to be valid as transit fare for the term of this agreement.</i></p>
<b>ATTACHMENTS:</b>	1) Amendment No. 1 to Ski Bus Agreement with Alta Ski Lifts Company 2) <a href="#">Link to original contract approved in November 20, 2019 Board Meeting</a>



**AMENDMENT NO. 1 TO SKI BUS AGREEMENT**

This Amendment No. 1 to Ski Bus Agreement ("Amendment") is made this 13 day of JAN, 2020 ("Effective Date") between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and Alta Ski Lifts Company, a Utah Corporation, ("Administrator").

**RECITALS**

WHEREAS, the parties previously entered into a Ski Bus Agreement effective November 25, 2019 ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement under the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Authorized Users set forth in Section 2 of the agreement shall be as follows: Administrator's season pass holders and employees shall be authorized Users under this agreement
2. Section E of the agreement: "Ikon Pass Data" shall be removed

**IN WITNESS WHEREOF**, this Amendment has been executed by Alta Ski Lifts Company, by and through a duly authorized representative, and UTA. This Amendment is effective on the Effective Date stated above.

**UTAH TRANSIT AUTHORITY**

**ALTA SKI LIFTS COMPANY**

By:

By:

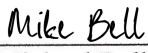
\_\_\_\_\_  
Robert Biles Date  
Chief Finance Officer

 1/13/2020  
\_\_\_\_\_  
Michael Maughan Date  
President and General Manager

By:

\_\_\_\_\_  
Monica Morton Date  
Fares Director

Approved As to Form:

DocuSigned by:  
  
\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
Counsel for UTA



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant for Front Runner South Positive Train Control Project.</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approve the Executive Director to execute the grant agreement with FRA for \$2,781,775 in CRISI funding for the FrontRunner South PTC project.
<b>BACKGROUND:</b>	The FRA Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant program is usually issued for intercity passenger rail and freight improvements. In 2018, due to a federal mandate requiring positive train control (PTC) installation, there was a departure and FRA issued an opportunity under CRISI that specifically allowed commuter rail agencies to receive funding for PTC installation. On August 24, 2018 UTA was selected to receive \$2,781,775 in CRISI funding for PTC.
<b>DISCUSSION:</b>	<p>UTA has been proceeding with pre-award authority from FRA on the implementation of the FrontRunner South positive train control (PTC) project. The project is almost finished. Because of their usual processes and also staffing limitations, FRA had not been able to complete review and authorization of the grant agreement until now, but had been working with UTA on project implementation and is now ready to make the award.</p> <p>Once the Executive Director has executed the grant agreement, the Grants Development Administrator can accept the grant in FRA's award system. Then FRA will make their final signature and UTA will be able to draw down the funds, wrap up the project, and close out the grant by spring of this year.</p> <p>UTA has had significant cost savings on the project because the scenarios that were anticipated in the original grant proposal were able to be addressed on our first attempt and did not require additional work. FRA has instructed UTA to obligate the full grant amount so the agreement as drafted doesn't have to go through their processes again; then upon closeout FRA will have UTA de-obligate the funding not needed to complete the project. The federal/local share requirement for this grant is 50/50, so UTA will draw down half of the cost of all eligible expenses before de-obligating the remaining award.</p>

<b>ALTERNATIVES:</b>	<ul style="list-style-type: none"><li>• Approve as proposed.</li><li>• Do not approve as proposed – UTA would pay for all of the FrontRunner South PTC project without FRA participation, adversely affecting the capital budget.</li></ul>
<b>FISCAL IMPACT:</b>	The FrontRunner South PTC project is in the approved budget with these funds included as helping pay for the project.
<b>ATTACHMENTS:</b>	FR-CRS-0022-20-01-00 Award for Signature



U.S Department of Transportation

Federal Railroad Administration

# Grant Agreement

1. RECIPIENT NAME AND ADDRESS Utah Transit Authority 669 W 200 S Salt Lake City, UT 84101-1014	2. AGREEMENT NUMBER: 69A36520401110CRSUT	3. AMENDMENT NO. 0		
	4. PROJECT PERFORMANCE PERIOD: FROM		TO 03/31/2020	
	5. FEDERAL FUNDING PERIOD: FROM		TO 03/31/2020	
1A. IRS/VENDOR NO. 870284459	6. ACTION New			
1B. DUNS NO. 069816163				

7. CFDA#: 20.325	TITLE	FEDERAL	NON-FEDERAL	TOTAL
8. PROJECT TITLE PTC FrontRunner South Segment	9. PREVIOUS AGREEMENTS	0.00	0.00	0.00
	10. THIS AGREEMENT	2,781,775.00	2,781,775.00	5,563,550.00
	11. TOTAL AGREEMENT	2,781,775.00	2,781,775.00	5,563,550.00

12. INCORPORATED ATTACHMENTS  
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:  
Standard Terms and Conditions, Attachment 1; Statement of Work, Attachment 2; Deliverables and Approved Project Schedule, Attachment 3; Approved Project Budget, Attachment 4; Performance Measurements, Attachment 5

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT  
Consolidated Appropriations Act, 2018 (P.L. 115-141)

14. REMARKS  
  
Approved as to form:  
*Michael Bell*  
**Michael Bell**  
Assistant Attorney General /UTA Counsel

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL	16A. DATE	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL	18A. DATE

**AGENCY USE ONLY**

19. OBJECT CLASS CODE: 41010	20. ORGANIZATION CODE: 9011000000
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21. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FR-CRS-0022-20-01-00	27X2811018	2020	10030222AA	2,781,775.00

# AWARD ATTACHMENTS

Utah Transit Authority

69A36520401110CRSUT

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1. Standard Terms and Conditions, Attachment 1
2. Statement of Work, Attachment 2
3. Deliverables and Approved Project Schedule, Attachment 3
4. Approved Project Budget, Attachment 4
5. Performance Measurements, Attachment 5

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

**Grant Agreement – Attachment 1**  
**STANDARD TERMS AND CONDITIONS**

April 2019

## PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

- a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 “Previous Agreements” refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 “This Agreement” refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 “Total Agreement” refers to the combined amounts of Section 9 “Previous Agreements” and Section 10 “This Agreement”.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.
- c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project. The term "Approved Project Budget" also includes "Financial Plan" as used in 2 C.F.R. § 200.308.
- d. **Approved Project Schedule** is in Attachment 3 to this Agreement.
- e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization’s internal policies, procedures, or reporting structure.
- f. **DOT** means the United States Department of Transportation, including its operating administrations.
- g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.
- h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the “Federal” column in sections 9, 10 and 11 of the Agreement cover sheet.
- i. **Federal Funding Period** means the period that FRA provides funds under this

Agreement as shown in section 5 of the Agreement cover sheet.

- j. Federal Government** means the United States of America and any executive department or agency thereof.
- k. Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- l. Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.
- m. Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.
- n. Non-Federal Contribution** means any amount, as shown under the “Non-Federal” column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.
- o. Pre-Agreement Costs** means “pre-award costs,” as that term is defined in 2 C.F.R. § 200.458.
- p. Project** means the task or set of tasks set forth in the Statement of Work.
- q. Project Performance Period** means “period of performance” as defined in 2 C.F.R. § 200.77 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.
- r. Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.
- s. Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part hereof. Subpart A definitions incorporated herein are not capitalized in this Agreement.



## **PART II. GENERAL TERMS AND CONDITIONS**

### **1. Grant Agreement:**

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

### **2. FRA Role:**

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

- a. Financial Analyst. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. Grant Manager. The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- c. Regional Manager. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- d. **Contact Information.** FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration  
Office of Railroad Policy and Development  
Mail Stop 20  
1200 New Jersey, SE  
Washington, DC 20590  
ATTN: (ASSIGNED GRANT MANAGER)

### **3. Grantee Responsibility and Authority:**

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

### **4. Project Scope, Schedule, and Budget:**

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

- a. **Scope.** The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. **Schedule.** The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

- c. Budget. The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
  - 1) Project Costs and Funding Contributions. The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.
  - 2) Non-Federal Contribution. The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.
  - 3) Project Budget Detail. The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.
- d. Property and Equipment.
  - 1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.
  - 2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:
    - i. The entity or entities operating the property and/or equipment funded with this Agreement; and

- ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.
- e. **Pre-Agreement Costs.** Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R § 200.458.

**5. Grant Amendments:**

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

**6. Flow Down Provisions:**

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including Subrecipients, as defined in 2 C.F.R. § 200.93, or Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.
- b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.
- d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

**7. Successors and Assigns:**

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

**8. Execution:**

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

**9. Changed Conditions of Performance (Including Litigation):**

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

**10. Severability:**

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

**11. Right of FRA to Terminate:**

- a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:
  1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
  2. Grantee fails to make reasonable progress on the Project;
  3. Grantee fails to provide the Non-Federal Contribution;
  4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
  5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
  6. FRA determines that termination of this Agreement is in the public interest.
- b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

## **12. Term**

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.344. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## **PART III. GRANT MANAGEMENT TERMS AND CONDITIONS**

### ***Performance and Reporting Provisions***

## **13. Deliverables and Products:**

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

#### **14. Quarterly Progress Reports:**

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30<sup>th</sup>) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. § 200.301

#### **15. Quarterly Federal Financial Reports:**

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 90 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

#### **16. Interim and Final Performance Reports:**

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

#### **17. Project Completion and Closeout:**

- a. **Final Documentation.** As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.
- b. **Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

- c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.344, or by the FRA's final notification or acknowledgment.

### **18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:**

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.frs.gov/>.

### **19. Recipient Integrity and Performance Matters**

- a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

- b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
  - A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;



- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - Any other criminal, civil, or administrative proceeding if:
    - It could have led to an outcome described in subsection (b)(3) of this section;
    - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
    - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.
- c. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.
- d. Reporting Frequency. During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- e. Definitions. For purposes of this section:
- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - Only the federal share of the funding under any federal award with a Grantee; and
  - The value of all expected funding increments under a federal award and options, even if not yet exercised.

### *Financial Management Provisions*

#### **20. Payments:**

- a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
  - 1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
    - i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
    - ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.
  - 2) Submit to FRA all financial and progress reports required to date under this Agreement; and

- 3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.
- b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at [www.dot.gov/cfo/delphi-einvoicing-system.html](http://www.dot.gov/cfo/delphi-einvoicing-system.html).
  - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
- 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
  - 2) Be necessary in order to accomplish the Project;
  - 3) Be reasonable for the goods or services purchased;
  - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

- 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
  - 6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.475.
  - 7) Be satisfactorily documented; and
  - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.
- d. Disallowed Costs. Disallowed costs include the following:
- 1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;
  - 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
  - 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

- e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. Requirement to Remit Interest. The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

## **21. Accounting Procedures:**

- a. Project Accounts. The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.
- b. Funds Received or Made Available for the Project. Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b)(7) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).
- c. Documentation of Project Costs and program income. All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.
- d. Checks, Orders, and Vouchers. The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

## **22. Program Income:**

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

## *Project Management Provisions*

### **23. Environmental Protection:**

- a. **Grantee Assistance.** Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 *et seq.*); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 *et seq.*) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. 771.113(a).
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

## 24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

- a. **General Federal Requirements.** The Grantee will comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined by 2 C.F.R. § 200.85, in accordance with the Property Standards of 2 C.F.R. § 200.211. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. **Transfer of Project Property, Equipment or Supplies.** The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. **Withdrawn Property, Equipment or Supplies.** If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. **Encumbrance of Project Property or Equipment.** Unless expressly authorized in writing by FRA, the Grantee agrees not to:
  - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
  - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

## **25. Relocation and Land Acquisition:**

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

## **26. Flood Hazards:**

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

## **27. Procurement:**

- a. Federal Standards. The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient will comply with 2 C.F.R. §§ 200.318 – 200.326, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. Cargo Preference -- Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:
  - 1) Use of United States-flag vessels:
    - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
    - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.



- 2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
  - 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
  - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”
- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:
- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and
  - 2) express said amount as a percentage of the total costs of the planned acquisition.
- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.
- e. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- 1) agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; and (b) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement.
- 2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.
- 3) The Grantee must provide FRA a plan, using guidance provided by FRA, for incorporating the above best practice into its implementation of the Project within 60 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements, in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.

## **28. Rights in Intangible Property:**

- a. Title to Intangible Property. Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. Copyright. The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.
- c. Patents. The following provisions will apply to patents under this Agreement:
  - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
  - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.
- d. Research Data. For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
  - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and
  - 2) Authorize others to receive reproduce, publish, or otherwise use such data.
- e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the Grantee for purposes of this clause.

## **29. Acknowledgment of Support and Disclaimer:**

- a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
  - 1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
  - 2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

## **30. Reprints of Publications:**

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

### ***Documentation and Oversight Provisions***

## **31. Record Retention:**

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

### **32. Audit and Inspection.**

- a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

### **33. Fraud, Waste or Abuse:**

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

### **34. Site Visits:**

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

### **35. Safety Compliance:**

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

### **36. Electronic and Information Technology:**

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194.

### *Other Legislative and Regulatory Provisions*

#### **37. Buy American:**

The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

#### **38. Ethics:**

- a. **Standards of Conduct.** The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.
  - 1) **Personal Conflict of Interest.** The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
  - 2) **Organizational Conflicts of Interest.** The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- b. **Existing Codes or Standards.** This section does not require the Grantee to

implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

### **39. Civil Rights:**

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

### **40. SAM Registration and DUNS Number:**

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

### **41. Freedom of Information Act:**

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

#### **42. Text Messaging While Driving:**

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. *See* Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at [http://www.dot.gov/sites/dot.dev/files/docs/FAPL\\_2010-01.pdf](http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf)). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state’s law controls and the requirements of this section will not apply to or be a part of this Agreement.

### **PART IV. GOVERNING LAWS AND REGULATIONS**

#### **43. Governing Laws and Regulations:**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT’s implementing regulations at 2 C.F.R. Part 1201.
- b. Application of Federal, State, and Local Laws and Regulations.
  - 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this



Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

- 2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.
  - 3) The Grantee is required to comply with all applicable Federal laws, regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to those referenced in this Agreement.
- c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

## ATTACHMENT 2

### STATEMENT OF WORK

**Utah Transit Authority  
PTC FrontRunner South Segment  
Consolidated Rail Infrastructure and Safety Improvements FY 2018**

#### I. AUTHORITY

<b>Authorization</b>	49 U.S.C. 24407(c)(1))
<b>Funding Authority/Appropriation</b>	Consolidated Appropriations Act, 2018, Division L, Title I (Pub. L. 115-141 (March 23, 2018))
<b>Notice of Funding Opportunity</b>	Notice of Funding Opportunity for Consolidated Rail Infrastructure and Safety Improvements for Fiscal Year 2018, 83 FR 23328, May 18, 2018

#### II. BACKGROUND

The Utah Transit Authority (UTA or Grantee) currently operates the FrontRunner commuter rail system using an automatic train control system on its mainline track segments. This system incorporates some, but not all, of the system requirements called for in 49 CFR Part 236, Subpart I. UTA is installing Enhanced Automatic Train Control (E-ATC) on the FrontRunner line between Ogden and Provo, Utah. UTA began installing E-ATC on the FrontRunner line in 2014, with Phase I of the Project, to implement Positive Train Control (PTC) in the corridor to comply with the PTC mandate. UTA discovered compatibility issues during the first series of cutovers on the South Segment (between Salt Lake City and Provo). The issues that persisted were significant enough to require UTA to halt additional software installation.

Through this Cooperative Agreement (Agreement), the Grantee will deploy E-ATC along the FrontRunner South Segment (Project). To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements have been completed. The FRA approved a Categorical Exclusion for this Project on August 23, 2018.

#### III. OBJECTIVE

The Grantee will design and implement appropriate measures to correct existing software incompatibility issues preventing E-ATC from being fully implemented along the FrontRunner line.

#### **IV. PROJECT LOCATION**

The Project is located between Salt Lake City, Utah and Provo, Utah. The Project will utilize track and railroad facilities that are owned and operated by UTA covering a distance of 44.26 miles, between MP S0.00 and MP S44.26.

#### **IV. DESCRIPTION OF WORK**

The Grantee will redesign existing PTC software and install on already constructed wayside signal equipment; as well as, design and install on-board equipment upgrades to make the system compatible and safe for E-ATC implementation. This Statement of Work is divided into four major tasks: Project Administration, Design of PTC Systems Software, Software Installation and Testing, and the Final Performance Report.

#### **Task 1: Detailed Project Work Plan, Budget, and Schedule**

The Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement, at the FRA's discretion. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with the FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations), a detailed Project Budget, and reference the completed NEPA Categorical Exclusion. Similarly, agreements governing the construction, operation and maintenance of the Project should also be included.

The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

Unless directed otherwise by the FRA, the Grantee acknowledges that it will not commence work on subsequent tasks until the Detailed Project Work Plan, Budget, and Schedule have been approved by the FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

#### **Task 1 Deliverables:**

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements (if applicable)

## **Task 2: Design Revisions**

The Grantee will recalculate all braking curve and Time Code Change Points and modify all control lines of software in all 83 signal locations on FrontRunner South. The Grantee will also update the Route and Aspect Plans which are required for testing the new software design. The Grantee will submit to the FRA Office of Safety, for acceptance, software design for each wayside location as well as modifications to the Route and Aspect Plans.

The Grantee acknowledges that it may not commence work pertaining to Task 3 until it has submitted the design documents associated with Task 2 to the FRA, and the Grantee has received approval in writing from the FRA. The FRA will not reimburse the Grantee for costs incurred in contravention to this requirement.

### **Task 2 Deliverables:**

- Software design for each wayside location
- Updated Route and Aspect plan

## **Task 3: Software Installation and Testing**

The Grantee will install and test the redesigned software approved by the FRA in Task 2. Redesigned software will require installation into the field processor equipment. The Grantee will perform functional testing after each installation to ensure all safety functions meet the FRA and UTA requirements. The Grantee shall submit to the FRA Office of Safety, for approval, field testing results of all 83 wayside locations. After field tests are completed and approved by the FRA Office of Safety, functionality testing shall be performed prior to any revenue train operations.

### **Task 3 Deliverables:**

- Record of Vital and Non-Vital software installation at all wayside locations
- Field Testing Results

## **Task 4: Final Performance Report**

The Grantee shall submit to the FRA, within 90 days of the end of the Agreement's period of performance, a Final Performance Report. This report should describe the cumulative activities of the Project, including a complete description of the Grantee's achievements with respect to the Project objectives and milestones.

### **Task 4 Deliverables:**

- Final Performance Report

## **V. PROJECT COORDINATION**

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Union Pacific Railroad
- Utah Railways
- FRA

## **VI. PROJECT MANAGEMENT**

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The Applicant/Grantee will:

- Participate in a project kickoff meeting with the FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with the FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to the FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
  - a. Status of project by task breakdown and percent complete
  - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
  - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
  - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify the FRA of changes to this Agreement that require written approval or might require modification to the Agreement

## ATTACHMENT 3

### DELIVERABLES AND APPROVED PROJECT SCHEDULE

Utah Transit Authority  
PTC FrontRunner South Segment

#### I. DELIVERABLES AND APPROVED PROJECT SCHEDULE

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 5(b) of Attachment 1.

#### Deliverables and Approved Project Schedule

<u>Task #</u>	<u>Deliverable Name</u>	<u>Due Date</u>
1	Detailed Work Plan, Budget, and Schedule	30 days after grant obligation
2	Software design for each wayside location	April 30, 2019
2	Updated Route and Aspect Plan	April 30, 2019
3	Record of Vital and Non-Vital software installation at all wayside locations	October 1, 2019

### ATTACHMENT 3

3	Field Testing Results	October 1, 2019
4	Final Performance Report	Within 90 days of grant closeout period

Attachment 4

**APPROVED PROJECT BUDGET**

**Utah Transit Authority  
PTC FrontRunner South Segment**

**I. APPROVED PROJECT BUDGET**

The total estimated cost of the Project is \$5,563,550 for which the FRA grant will contribute up to 50% of the total Project cost, not to exceed \$2,781,775. The Grantee's Non-Federal Contribution is comprised of cash contributions only in the amount of \$2,781,775. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

In a letter to the Grantee dated May 8, 2019, and subsequently updated November 1, 2019, FRA authorized the incurrence of certain pre-agreement costs on or after August 23, 2018 for Tasks 1, 2 and 3 in the amount of \$2,331,453.60, of which \$1,165,726.80 is Federal Contribution and \$1,165,726.80 is Non-Federal Contribution, in anticipation of the execution of this Agreement. Such costs are allowable only to the extent that they are otherwise allowable under the terms of this Agreement.

**Project Budget by Task**

<b>Task #</b>	<b>Task Name</b>	<b>Federal (FRA) Contribution</b>	<b>Non-Federal Contribution</b>	<b>Total Cost</b>
1	Detailed Work Plan, Budget, and Schedule	\$1,835,478	\$1,835,478	\$3,670,956
2	Design Revisions	\$371,788	\$371,789	\$743,577
3	Software Installation and Testing	\$562,009	\$562,008	\$1,124,017
4	Final Performance Report	\$12,500	\$12,500	\$25,000
<b>Total</b>		<b>\$2,781,775</b>	<b>\$2,781,775</b>	<b>\$5,563,550</b>

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task, and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.



## Attachment 4

### Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$2,781,775	50 %
Non-Federal Contribution	\$2,781,775	50 %
<b>Total Project Cost</b>	<b>\$5,563,550</b>	<b>100%</b>

### Project Budget by Cost Categories

*Instructions: If expenses by cost category are not known at the time of award, this table may be omitted and the cost categories may be provided with the Detailed Project Budget that is part of Task 1.*

Task #	Cost Code	FRA Standard Cost Category	Total
1	80.10	Project Management for Design and Construction	\$3,670,956.00
2	80.05	Final Design	\$743,577.00
3	80.11	Construction Administration, Management, and Engineering Inspection	\$1,124,017.00
4	80.14	Standard Contract Administration	\$25,000.00
<b>Total Project Cost</b>			<b>\$5,563,550.00</b>

## ATTACHMENT 5

### PERFORMANCE MEASUREMENTS

#### Utah Transit Authority PTC FrontRunner South Segment

#### I. PERFORMANCE MEASUREMENTS

The table below contains the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee's progress in achieving strategic goals and objectives. The Grantee will report on these performance measures per the frequency and duration specified in the table.

Upon Project completion, Grantee will submit reports comparing the Actual Project Performance of the new and or improved asset(s) against the Pre-Project (Baseline) Performance and Expected Post-Project Performance as described in Table 1 below. Grantee need not include any analysis in addition to the described data; however, Grantee is welcome to provide information explaining the reported data. Grantee will submit the performance measures report to the Regional Manager in accordance with Table 1 below.

**Table 1: Performance Measurement Table**

<b>Performance Measure</b>	<b>Description of Measure</b>	<b>Measurement</b>	<b>Reporting</b>
PTC Equipment and Software Conformance	Confirmation that the PTC components (e.g. wayside signal equipment, locomotive equipment, IT equipment, software) that will be procured as part of the project conform with the PTC system and interoperability requirements (if any) identified in the FRA approved PTC Implementation Plan.	<b>Pre-Project (Baseline) Performance as of August 23, 2018:</b> No	<b>Actual Project Performance as of March 31<sup>st</sup>, 2020:</b> Comparison of actual performance of asset(s) versus the baseline and expected post-project performance.
			<b>Frequency:</b> Annual
		<b>Expected Post-Project Performance:</b> Yes	<b>Duration:</b> For one year after the Project Performance Period end date.

**ATTACHMENT 5**

<b>Performance Measure</b>	<b>Description of Measure</b>	<b>Measurement</b>	<b>Reporting</b>
PTC Testing	Confirmation that the railroad has obtained FRA approval to conduct field testing of the PTC system, and that all field testing associated with the project has been satisfactorily completed.	<b>Pre-Project (Baseline) Performance as of August 23, 2018:</b>  No	<b>Actual Project Performance as of March 31<sup>st</sup>, 2020:</b>  Comparison of actual performance of asset(s) versus the baseline and expected post-project performance.
		<b>Expected Post-Project Performance:</b>  Yes	<b>Frequency:</b>  Annual  <b>Duration:</b>  For one year after the project's Project Performance Period end date.



# MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Agency Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest, including:</p> <ul style="list-style-type: none"><li>- TIGER Grant Phase 2 Amendment 12 — Sandy Pedestrian Tunnel and Multi-use Path at 10200 South</li><li>- Approval of UTA’s Transit Agency Safety Plan (TASP)</li></ul>



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer and Treasurer  
**PRESENTER(S):** Bob Biles, Chief Financial Officer and Treasurer

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Quarterly Investment Report – Fourth Quarter 2019</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational Report for Discussion
<b>BACKGROUND:</b>	<p>The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The Fourth Quarter 2019 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.</p>
<b>DISCUSSION:</b>	<p>The fourth quarter 2019 Investment Report is attached. As of December 31, the benchmark return (3-month T-bill) was 1.55%. Investment returns at the PTIF (2.29%) and Zions Capital Advisors (2.31%) exceeded the benchmark return while the overnight return at Zions Bank (1.42%) was below the benchmark return. The blended portfolio return of 2.16% exceeded the benchmark by 61 basis points (0.61%).</p> <p>All investments are in accordance with the Money Management Act.</p>
<b>ATTACHMENTS:</b>	Fourth Quarter 2019 Investment Report

## Utah Transit Authority

### Investment Portfolio

December 31, 2019

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No current Investments		\$ -				

Zions Capital Advisors		\$ 28,762,468.38			2.307%	\$ 663,550
Zions Bank		\$ 42,169,377.49			1.420%	\$ 598,805
Public Treasurer's Investment Fund		\$ 210,063,760.60			2.285%	\$ 4,799,675
<b>Total Investments</b>		<u>\$ 280,995,606.47</u>				<u>\$ 6,062,030</u>

#### Rates as of Last Trading Day of

	<u>October</u>	<u>November</u>	<u>December</u>
Zions Capital Advisors	2.444%	2.429%	2.307%
Public Treasurer's Investment Fund	2.536%	2.398%	2.285%
Benchmark Return*	1.830%	1.590%	1.550%

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

#### Investments Purchased October 1 through December 31, 2019

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

#### Investments Sold October 1 through December 31, 2019

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



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>R2020-01-04 Delegating Authority for Complimentary Service</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Adopt resolution R2020-01-04 Delegating Authority for Complimentary Service
<b>BACKGROUND:</b>	<p>On July 31, 2019, the Board of Trustees adopted Board of Trustees Policy 4.1 related to fares. The policy required that the Executive Director present all requests for complimentary service to the Board of Trustees for approval. Section III.D of the policy provides that the Board of Trustees may delegate approval authority to a designee.</p>
<b>DISCUSSION:</b>	<p>Since implementation of Board of Trustees Policy 4.1, the Board of Trustees has received several requests for complimentary service, all of which have had estimated direct cost of less than \$1,000. After reviewing these service requests, the Board of Trustees asked staff to prepare reasonable parameters under which the Executive Director could approve complimentary service requests. This resolution would grant the Executive Director authorization to approve a complimentary service request which:</p> <ul style="list-style-type: none"><li>• Is being provided for 1) a transit industry group traveling to/from a transit event or transit program event, or 2) travel to/from a UTA event or meeting on or off site, or 3) other state, city, county, or governmental entity events which have a transit nexus</li><li>• Has an estimated incremental operating cost of \$1,000 or less.</li><li>• The Claims and Insurance Manager has verified, in writing, that the complimentary service falls within governmental immunity provisions and is not charter service.</li></ul> <p>The resolution requires that the Executive Director report to the Board of Trustees at least monthly on complimentary service approved under this delegation.</p>

<b>ALTERNATIVES:</b>	The Board of Trustees may choose to change the parameters in the resolution or not adopt the resolution and maintain the current approval process.
<b>FISCAL IMPACT:</b>	Operating units have included funding in their annual budget for complimentary service. Annual cost of complimentary service is anticipated to not exceed \$25,000.
<b>ATTACHMENTS:</b>	1) Resolution 2020-01-04



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY DELEGATING AUTHORITY FOR THE  
APPROVAL OF COMPLIMENTARY SERVICE**

R2020-01-04

January 29, 2020

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

WHEREAS, the Board of Trustees (the “Board”) of the Authority previously adopted Board of Trustees Policy 4.1 (the “Board Policy”), regarding Fares; and

WHEREAS, the Board Policy defines “Complimentary Service” as “free transportation service provided by the Authority for which no fares or operation costs are collected;” and

WHEREAS, the Board Policy requires that the Executive Director present to the Board for approval all requests for complimentary service; and

WHEREAS, the Board Policy also allows the Board to delegate approval authority under the Policy to a designee; and

WHEREAS, the Board wishes to delegate authority to the Executive Director to approve some requests for Complimentary Service.

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

1. That the Board hereby delegates authority to the Executive Director to approve complimentary service that contains the following criteria:
  - a. The requested complimentary service is valued at \$1,000.00 or less,
  - b. The requested complimentary service be for
    - i. a transit industry group traveling to/from a transit event or transit program event;
    - ii. the travel is to or from a UTA event or meeting; or
    - iii. the service is for other state, city county, or governmental entity events which have a transit-related nexus;
  - c. That the Claims and Insurance Manager has verified, in writing, that the Complimentary Service falls within governmental immunity provisions and is not a charter service.

- d. That the Executive Director report to the Board at least monthly on Complimentary Service approved through this delegation.
2. That this Resolution stay in force and effect until rescinded, amended, or superseded by further action of the Board of Trustees.
3. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 29th day of January 2020

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

# MEMORANDUM TO THE BOARD



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

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Future of Light Rail Study (LTK Engineering Services, Inc.)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract</b>
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute the contract with LTK Engineering Services for the Future of Light Rail Study in the amount of \$399,673
<b>BACKGROUND:</b>	<p>UTA’s Light Rail Network, which just celebrated its 20 year anniversary, has become a backbone of UTA’s transit system, carrying over 60,000 riders per day, complementing the regional vision, while shaping a more centered-based development pattern. Although TRAX and Streetcar have been very successful, the light rail system must adapt to a growing region and evolving travel patterns to retain and improve its vital function in the transportation network. Over the years, a range of projects have been considered to optimize the operational efficiency of the network and expand where necessary. However, all of these elements have not been examined holistically from a cost/benefits perspective. A comprehensive analysis of UTA’s light rail network is needed to determine which improvements UTA should pursue in both the near and long term.</p>
<b>DISCUSSION:</b>	<p>The Future of Light Rail Study will analyze and recommend service, operational, and capital improvements to the regional light rail network, including TRAX and Streetcar, to optimize its existing function and accommodate future growth. The study will evaluate a range of possibilities related to fleet modifications, headways and span of service, alignments of track extensions, potential station locations, considering projects identified in regional transportation plans and other potential enhancements. An evaluation of costs and benefits for each potential improvement will inform the analysis. Ultimately, the study will recommend: 1) a phased approach to implementing realistic incremental enhancements that will meet immediate needs and optimize operational efficiencies and 2) capital improvements that increase capacity to accommodate future growth and 3) propose a draft light rail system plan.</p> <p>A competitive, qualifications-based procurement process was conducted, and two proposals were received. After thorough review, LTK, who specializes in rail systems and has experience developing similar light rail strategic plans was selected for the study.</p>

<b>CONTRACT SUMMARY:</b>	Contractor Name: LTK Engineering Services	
	Contract Number: 19-3139TP	Existing Contract Value: \$399,673 (Phase 1- \$182,948, Phase 2- \$216,725)
	Base Contract Effective Dates: January 29, 2020 – January 31, 2022	
	Procurement Method: Qualifications-based (Brooks Act method)	Funding Source: UTA Planning Department Budget
<b>ALTERNATIVES:</b>	Without the Future of Light Rail Study, it would be difficult for UTA to analyze the entire light rail network and plan for enhancing the system to accommodate regional growth. In some cases, projects could be considered in isolation without considering the collective benefit of a range of improvements. Some benefits would be considered for potential extensions as part of the Regional Transportation Planning Process, but the detail of the analysis would be limited.	
<b>FISCAL IMPACT:</b>	The Total Contract is for \$399,673, with \$182,948 budgeted for Phase 1 and \$216,725 for Phase 2 of the Study. UTA has the option to move forward or terminate the contract upon completion of Phase 1. The UTA Planning Department has budgeted \$200,000 in 2020 to complete Phase 1 of the Study.	
<b>ATTACHMENTS:</b>	Contract	

**PROFESSIONAL SERVICES AGREEMENT**

**Future of Light Rail Study**

This Professional Services Agreement is entered into and made effective as of the latest signature date 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 LTK ENGINEERING SERVICES, with a place of business at 100 West Butler Avenue, Ambler, PA 19002 ("Consultant").

RECITALS

- A. UTA desires to hire professional services for the Future of Light Rail Study.
- B. On October 14, 2019, UTA issued Request for Qualifications Package Number 19-03139TP ("RFQu") encouraging interested parties to submit Statement of Qualifications to perform the services described in the RFQu.
- C. Upon evaluation of the proposals submitted in response to the RFQu, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the in Exhibit "A" Scope of Work and Pricing, as subject to the Assumptions found in Exhibit "A."

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:

**ARTICLE 1.0**

**Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 11 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 12 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 13 The term "Consultant's Project Manager" shall mean Bill Lipfert, or his/her successor as appointed or designated in writing by Consultant.
- 14 The term "Consultant's Statement of Qualification" shall mean LTK Engineering Services Future of Light Rail Study dated November 11, 2019.
- 15 The term "Contract" shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.

- 16 The term "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 17 The term "Scope of Services" shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit "A," as subject to the Assumptions found therein (and all Contract requirements associated with such services).
- 18 The term "UTA's Project Manager" shall mean Levi Roberts or his/her successor as appointed or designated in writing by UTA.
- 19 The term "Work" shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.
- 1.10 The Order of Precedence for this contract is as follows:

1. UTA Contract Terms
2. UTA Solicitation Terms
3. UTA Project Specifications
4. Contractor's Bid or Proposal
5. Contractor 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.

#### **ARTICLE 2.0** **Description of Services**

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- 2.2 Consultant 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.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant 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.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

#### **ARTICLE 3.0** **Day-to-Day Management of the Work**

- 3.1 Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- 3.2 UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant 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.

#### **ARTICLE 4.0** **Progress of the Work**

- 4.1 Consultant 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.

- 4.2 Consultant 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.
- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 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 Consultant of its responsibility to comply with the Contract requirements.
- 4.5 UTA will have the right to inspect, monitor and review any Work performed by Consultant 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 Consultant of its responsibility to comply with the Contract requirements.
- 4.6 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, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) upon reasonable written notice promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- 4.7 If Consultant 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 Consultant.

#### **ARTICLE 5.0**

##### **Period of Performance**

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for a 24 month period expiring January 31, 2022. Phase 1 will be for 12 months with up to 6 months to review Phase 1 results. UTA will then have an option to move forward with Phase 2 for up to 6-12 additional months. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **ARTICLE 6.0**

##### **Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with 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.
- 6.2 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.
- 6.3 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 Consultant 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 Consultant 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) Consultant 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 Consultant to exceed the Not to Exceed Amount.

- 6.4 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 Consultant owes to UTA under this Contract.

#### **ARTICLE 7.0 Contract Changes**

- 7.1 UTA's Project Manager or designee may, at anytime, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
- A. In the Scope of Services;
  - B. In the method or manner of performance of the Work; or
  - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
  - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract. Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.
- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation



reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

## **ARTICLE 8.0**

### **Invoicing Procedures and Records**

- 8.1 Consultant 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 Consultant 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 Consultant's entitlement to the requested payment must be submitted with each invoice. 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 which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

## **ARTICLE 9.0**

### **Ownership of Materials**

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as "Work Product" with the exception of any intellectual or proprietary property contained therein that is owned or created by Consultant (i.e TrainOps or Assural prior to the effective date of this Contract) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in process as of the date of termination.
- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

## **ARTICLE 10.0**

### **Subcontracts**

- 10.1 Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Statement of Qualification) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- 10.3 Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

- 104 Consultant shall be responsible for and direct all Work performed by subcontractors.
- 105 Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

#### **ARTICLE 11.0**

##### **Key Personnel**

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

#### **ARTICLE 12.0**

##### **Suspension of Work**

- 121 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 122 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 123 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- 124 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

#### **ARTICLE 13.0**

##### **Termination for Convenience; Termination for Cause and Default Remedies**

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
  - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
  - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data,

drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination.

#### **ARTICLE 14.0**

##### **Information, Records, and Reports; Audit Rights**

- 14.1 Consultant 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. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work. During this six-year period, such records shall be made available at all reasonable times for inspection by UTA and other authorized parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated parties upon request. Consultant 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.

#### **ARTICLE 15.0**

##### **Findings Confidential**

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- 15.2 It is hereby agreed that the following information is not considered to be confidential:
- A. Information already in the public domain;
  - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  - C. Information developed by or in the custody of Consultant before entering into this Contract;
  - D. Information developed by Consultant 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.

- F. Information, the disclosure of which is reasonably necessary for the Consultant to defend itself from any suit or claim provided that Consultant shall seek protective orders as reasonably necessary to protect any trade secrets or safety sensitive information.

## ARTICLE 16.0

### General Indemnification, Insurance and Limitation of Liabilities

- 16.1 Except to the extent caused by the negligent acts or omissions of UTA, T the Consultant shall protect, release, defend, indemnify, and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, 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 or another Indemnitee, Consultant'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.
- 16.2 For the duration of this Contract, Consultant shall maintain 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. Professional Liability insurance with the following limits and coverages:
- Minimum Limits:  
\$1,000,000 each claim  
\$2,000,000 annual aggregate
- Coverages:
1. Insured's interest in joint ventures
  2. Punitive damages coverage (where not prohibited bylaw)
  3. Limited contractual liability
  4. Retroactive date prior to date
  5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify

UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

- C. 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."
- D. 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.
- E. 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 is no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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.

- 163 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.

- 164 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.
- 165 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.
- 166 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.

#### **ARTICLE 17.0**

##### **Other Indemnities**

- 17.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any claim 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.

#### **ARTICLE 18.0**

##### **Independent Contractor**

- 18.1 Consultant 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. Consultant is responsible to provide and pay the cost of all its employees' benefits.

#### **ARTICLE 19.0**

##### **Prohibited Interest**

- 19.1 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 Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

#### **ARTICLE 20.0**

##### **Dispute Resolution**

- 20.1 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.

20.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Sr. Supply Chain Manager/ Consultant's Business Group Leader	Five calendar days
UTA's VP of Finance/Consultant's Area Manager	Five calendar days

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

20.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

#### **ARTICLE 21 Successors and Assignees**

21.1 Consultant 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.

#### **ARTICLE 22.0 Nonwaiver**

22.1 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.

#### **ARTICLE 23.0 Notices or Demands**

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

If to UTA:

Utah Transit Authority  
ATTN: Brian Motes  
669 West 200 South, SLC , UT 84101

If to Consultant:

LTK Engineering Services  
Attn: Bill Lipfert  
35 Railroad Row, Suite 201,  
White River Junction, VT  
05001

with a required copy to:

Utah Transit Authority  
ATTN: General Counsel  
669 West 200 South  
Salt Lake City, Utah 84101

- 23.2 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.
- 23.3 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

**ARTICLE 24.0**  
**Contract Administrator**

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

**ARTICLE 25.0**  
**General Provisions**

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 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 Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 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.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 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.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 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 this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

- 25.9 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 9, 13, 14, 15, 16, 17, 19, 20 and 25.

**ARTICLE 26.0**  
**Incorporated Documents**

- 26.1 UTA's RFP 19-03139TP including all federal clauses and other attachments, and Consultant's Statement of Qualification, including Exhibits A, B and C, and the Assumptions found in Exhibit A, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract. However, the terms and conditions of this Agreement shall take precedence over any language contained in an exhibit.

**ARTICLE 27.0**  
**Insurance Coverage Requirements for Consultant Employees**

- 27.1 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) Consultant has a subcontract at any tier that involves a sub-consultant 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:
- A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
  - B. Consultant 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.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Name: Carolyn Gonot

Date: \_\_\_\_\_

Title: Executive Director

**LTK ENGINEERING SERVICES**

By  \_\_\_\_\_

Name Dominic A. DiBrito, P.E.

Date: January 8, 2020

Title President

By \_\_\_\_\_

Name: Mary DeLoretto

Date: \_\_\_\_\_

Title: Acting Chief  
Services Development

By \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form and Content

Fed Id# 23-2309997

\_\_\_\_\_

Name: Michael Bell

Title: Assistant Attorney  
General and UTA Counsel

Reviewed & Recommended

\_\_\_\_\_

UTA Project Manager

UTA CONTRACT NO. 19-03139TP

Exhibit A  
Scope of Work and Cost Proposal

UTA Future of Light Rail Study  
(Revised January 2, 2020)

## Scope of Work

### Project Description

The Future of Light Rail Study will analyze and recommend service, operational, and capital improvements to the regional light rail network, including TRAX and Streetcar, to improve its existing function and accommodate future growth. The study area will include all existing TRAX and Streetcar lines and any planned TRAX and Streetcar lines in the WFRM and MAG 2019-2050 RTP documents.

The study will evaluate a range of short and long term improvements related to fleet modifications, headways and span of service, alignments of track extensions, potential station locations, considering projects identified in regional transportation plans and other potential enhancements. The impact of each alternative to the system at large, including associated costs, will be examined. The study will recommend both short and long-term enhancements and a strategy and timeline for implementation. The study will consider existing conditions, stakeholder input, projected changes in land use, and benefits and costs of various scenarios. The study will also consider connections and implications of other transit services, including FrontRunner and bus. Ridership modeling results, capital costs and other metrics will be provided to evaluate defined scenarios. Ultimately, the study will recommend: 1) a phased approach to implementing realistic incremental enhancements that will meet immediate needs and improve operational efficiencies and 2) capital improvements that increase capacity to accommodate future growth and 3) propose a draft light rail system plan to be considered for the 2023-2050 RTP.

It is understood that other, separate studies are being performed that consider transit improvements on certain corridors that may evaluate potential light rail alignments. It is anticipated that findings from these studies will be valuable in informing potential additional light rail corridors and/or impacts to existing light rail corridors and will have implications that impact this study. In order to better coordinate findings of all studies, the Future of Light Rail study will be performed in two phases. The first phase will analyze existing conditions, summarize findings and develop preliminary recommendations. Upon the determination of a locally preferred alternative (LPA) for proposed future corridors, the second phase of this study will commence and include the development of alternatives, project screening and an implementation plan. UTA may re-evaluate the study findings after Phase 1 and determine whether or not to perform Phase 2.

### Study Goals & Objectives

Goal	Objectives
Develop plan to improve ridership outcomes	<ul style="list-style-type: none"><li>• Perform root cause analysis of ridership trends</li><li>• Identify focus areas that are under UTA management</li><li>• Use market data to identify potential new riders</li></ul>
Define appropriate span and frequency of service for current and projected demand	<ul style="list-style-type: none"><li>• Analyze benefits of improved span and frequency</li><li>• Determine capital, operations and maintenance cost increases associated with various improvements</li><li>• Consider benefit and cost of eliminating freight traffic from the main line</li></ul>
Recommend necessary fleet modifications and facility needs	<ul style="list-style-type: none"><li>• Consider necessary modifications to existing fleet, to include ADA accessible low-floor vehicles with each consist</li><li>• Evaluate necessary fleet expansion and facility needs in concert with recommended improvements of service or expansions</li><li>• Evaluate the facility and resource needs for extended overhaul program of existing and future light rail fleet</li><li>• Evaluate the realistic life of the existing light rail fleet and create an estimated cost and strategy for replacement</li></ul>

Recommend projects that improve speed, reliability and safety of existing system	<ul style="list-style-type: none"> <li>• Consider grade-separated crossings at priority locations</li> <li>• Evaluate benefits of removing shared left turns</li> <li>• Consider signaling improvements</li> <li>• Consider implications of impending positive train control</li> </ul>
Refine and define LRT expansion proposals or concepts	<ul style="list-style-type: none"> <li>• Perform a scenario analysis on the choices of proposed concepts with various alignments including baseline delivery timelines</li> <li>• Consider all costs and needs associated with expanded system, including recommendations developed through the Point of the Mountain Alternatives Analysis if applicable</li> <li>• Attach planning level ridership to system scenarios</li> <li>• Identify whether a revised light rail system should be proposed for the initial outreach during the next RTP cycle</li> </ul>

## Phase 1: Existing Conditions and Performance Analysis and Preliminary Considerations

### Task 1.1: Project Management

Throughout both Phase 1 and 2, the consultant will provide overall direction and control for the tasks. The consultant project manager will be responsible for team coordination, implementation of quality-control measures, project reporting to UTA, project documentation, contract management and overall performance of the project.

The study will require extensive communication with UTA light rail services, planning, capital development, communications and administration.

Underpinning this effort will be adherence to LTK's Quality Procedures or "approved equals" utilized by LTK sub consultants.

Within 2 weeks of receiving Notice to Proceed, the consultant team will submit a draft Project Management Plan (PMP) for review and approval by UTA. The PMP will include the work scope as annotated by the consultant team and approved by the UTA, schedule, budget, quality control, and invoicing protocol. The consultant team will deliver timely and thorough monthly progress reports that detail task-by-task work accomplished within the current reporting period, costs (and balance remaining) and work activities anticipated in the next reporting period. Any areas of concern – especially those related to schedule adherence – will be detailed.

Subject to concurrence by the UTA Project Manager, the consultant team will work to engage UTA Light Rail Business Unit, Planning, Capital Development/Engineering, Communications and Administration as part of the study. Early in the study, the consultant team will develop a comprehensive Information Request List that will include requested data and areas of discussion/inquiry with each department.

#### Tasks

- Develop a Project Management Plan (PMP) that includes the advertised work scope, schedule, budget, quality control, and invoicing protocol
- Project data request list development with periodic updates to UTA as documents/databases are received and new reference data types are identified during the course of the study.
- Create and maintain project record files, including meeting agendas and minutes, to be transmitted in digital format to UTA upon milestone and study completion

#### Deliverables

- Project Management Plan
- Monthly progress reports with invoicing, to include a text narrative of services rendered during that billing period
- Meeting minutes

### Task 1.2: Public and Stakeholder Engagement

Key stakeholders, UTA riders and the general public have valuable insight and will be given opportunities to inform the results of this study. To better understand current and future system needs, the consultant will involve stakeholders and the public through online and in-person engagement. Engagement should be targeted in areas with existing or proposed light rail service, and should be closely tied to the overall work effort to inform the existing conditions analysis in Phase 1 and development of the various alternatives in Phase 2. Opportunities for review, input and updates to the group should occur at

key milestones and at the conclusion of the study to highlight next steps and a strategy for implementation. Task 1.2 describes outreach activities for both Phase 1 and Phase 2 of this scope of work.

At the commencement of the study process, the consultant will work with the UTA Project Manager and UTA's Communications Department to propose a public engagement plan (PEP) that appropriately involves riders, the general public and other key stakeholders. The PEP will describe the audience, purpose, methods, key messages, and timing of engagement. The Technical Advisory Committee (TAC) will be comprised of representatives from UTA, Utah Department of Transportation (UDOT), Wasatch Front Regional Council (WFRC), Mountainland Association of Governments (MAG) and other regional partners as appropriate. Additional stakeholders may be invited as needed to the in-person meetings. For the purposes of this scope of work, the consultant team will assume responsibility for organizing, preparing materials, facilitating, and preparing documentation for up to five in-person TAC/stakeholder meetings (up to two in Phase 1, up to three in Phase 2), and three additional TAC-only web-based meetings in each phase. The project team may conduct additional outreach to the TAC outside of meetings, as needed, to gather feedback and direction on the technical analysis.

It is assumed that the consultant team will not be involved in Executive Committee meetings with agency leadership, but that the consultant team will support UTA in preparing for Executive Committee meetings by revising TAC meeting materials (handouts and presentations) to meet the needs of an executive audience.

The public will be engaged through online strategies. The consultant team will help UTA develop content for two online outreach periods, in order to support the technical aspects of the work, and that UTA will lead the development of online engagement materials. The consultant team will integrate the results of online engagement activities into the technical analysis as deemed appropriate by the project team. The specific tactics to be employed in online engagement will be solidified in the development of the PEP. The consultant team will support the UTA in one public meeting, to be held during Phase 2 in conjunction with one of the in-person TAC/stakeholder meetings referenced above.

#### *Tasks*

- Develop Public Engagement Plan (PEP)
- Facilitate four in-person meetings of TAC/stakeholders and three TAC web-based meetings, with UTA formally administering the committee formation and management
- Assist UTA in developing online engagement materials

#### *Deliverables*

- Public Engagement Plan
- Agendas, minutes, and records of decisions, and milestone presentation materials for TAC
- Public engagement results (to be provided by UTA)

### **Task 1.3: Existing Conditions Analysis**

This task includes gathering data and information, including pertinent existing studies and plans, necessary to thoroughly assess the current physical condition, service characteristics, and utilization of UTA's light rail system relative to the study goals. The consultant will primarily take advantage of data that has already been collected by UTA. Data that UTA collects regularly will be readily available. The consultant will determine its efficacy relative to its use in the study. The consultant will be responsible for the collection of any other data.

This task also benchmarks TRAX in terms of transportation system performance, ridership, infrastructure, and light rail fleet. While all four areas are interrelated, their complexity warrants additional detail in terms of subtasks which are detailed below.

#### **Task 1.3.1 Existing TRAX System Performance**

Using "light simulation", the consultant team will benchmark existing system performance in terms of travel times, average speeds, reliability, peak fleet required to deliver service, and delay per distance traveled (including traffic signal delays versus light rail junction delays). This will serve as the basis for comparing service delivery benefits of specific infrastructure and operational initiatives in Phase 2.

Light simulation is a technique appropriate to light rail and streetcar operation where most of the capacity constraints and reliability challenges related to non-interlocking junctions and traffic signal intersections. This is the case for UTA's light rail and streetcar network.

The consultant team will use LTK TrainOps software but limited to:

- Station-to-station distances,
- Junction track layouts,
- Traffic signal intersections and delay probabilities due to lack of full priority,
- Operations including current schedule, three fleet types and dwell time variability (including use of high blocks and bridge plates for boarding)
- Maximum operating speeds
- Significant grades (2 percent or greater).

The consultant team will not code time-consuming signal systems and its routes/aspects in the light simulation model. Similarly, there will be no time-consuming coding of the detailed vertical profile and horizontal alignment of the tracks.

Outside of simulation, the consultant team will identify system efficiency (ridership density by line and by segment), span of service and the temporally-separated freight operations that constrain late-night operation on some nights.

### **Task 1.3.2 Existing TRAX System Ridership and Recent Trends**

Recent FTA reporting indicates a TRAX ridership decline more significant than national light rail declines over the last year. While all transit modes have experienced downward pressure due to low gas prices, the rise of Uber and Lyft, and other external factors, it's important to understand UTA-specific ridership trends and their underlying causes. The consultant team will conduct a ridership gap analysis to get an understanding of why ridership is declining, building on trends observed in metropolitan areas around the country. This will include a statistical analysis of the patterns that are known to affect transit ridership nationally (changes in gas prices, vehicle operating costs, and asocial human behavior, among others) and the degree to which these patterns are happening here. The ridership gap analysis will also evaluate land use development patterns around light rail stations throughout the TRAX network: is TOD being implemented at the levels of geographic coverage and intensity previously identified (based on regional planning documents such as the Wasatch Choice for 2040 Vision), and is it resulting in the kinds of transit ridership that we would expect? If TOD patterns and/or the resultant ridership is not to the level previously anticipated, we will explore the reasons for the disconnect between the expectations and the outcomes, to help inform development of future scenarios. The consultant team will use the most recent UTA on-board survey results and other available data, including Automatic Passenger Counter (APC) based data, as part of our analysis. Recently-added highway capacity in the region, parking pricing, and other competitive factors that may reduce the relative attractiveness of light rail and other transit modes will be considered. In addition, extenuating factors, such as those related to Operation Rio Grande, will be considered. As part of this task, the consultant team will facilitate an additional workshop (beyond the two Phase 1 meetings identified in Task 1.2) with UTA and the TAC to explore the reasons behind declining ridership and how the factors should be considered in the development of scenarios in Phase 2 of this scope of work.

The Green, Red and Blue terminal pairings are the subject of much discussion among TRAX riders. Using on-board survey data, the consultant team will look at the distribution of trips that reflect a "one seat ride" versus transfers from other UTA modes (bus, FrontRunner) versus transfers from one light rail line to another. This may suggest several operational changes that will then be analyzed as part of broader scenarios in Phase 2.

Additional detailed ridership analysis will be performed in Task 2.2, described below.

### **Task 1.3.3 Existing TRAX Infrastructure**

The consultant team will perform a systems analysis to understand the opportunities (in Phase 2) of faster travel times, improved reliability and new/overlaid services. Through interviews with UTA Light Rail Business Unit and Capital

Development/Engineering, the team will seek to understand capacity constraints related to power (substation capacity, substation spacing, OCS configuration, sectionalizing) and constraints related to the signal system (block spacing, extent of bidirectional signaling, emergency crossover locations, supervisory control capability). This includes the current push-button route select system and its inherent limitations.

Unlike commuter rail, light rail has no regulatory requirement to implement PTC in the US. However, some US light rail properties (Newark, Los Angeles, Dallas, Seattle) have forms of Automatic Train Control that protect civil speeds and enforce signals at stop. Other systems (Denver, Portland, Pittsburgh) have Automatic Train Stop that enforce only signals at stop. LTK is pioneering a PTC-like system on the Boston Green Line LRT known as the Collision Warning System that will enforce civil speed limits and signals at stop using lower cost technology than transit ATC or railroad-style PTC. PTC for light rail will be addressed qualitatively during the study by the consultant team. While PTC will be studied, it's important to note that implementing PTC on light rail would increase trip times and likely cause additional ridership losses.

Given that all three existing lines include significant traffic signal interface, the team will work to understand the extent to which light rail traffic signal priority is in effect and opportunities for improvement. This will require interviews with both UTA personnel and non-UTA traffic engineers responsible for implementing priority logic at specific intersections. This will inform the study in preparation for the Phase 2 analysis of potential improved priority schemes.

#### **Task 1.3.4 Existing TRAX Fleet**

TRAX currently operates three models of Siemens LRTs – high floor SD100s, high floor SD160s and low floor S70s. The 23 SD100s date to TRAX system opening in 1999 while the 17 Siemens SD160s were added in 2001 and 2003 as the system first expanded. UTA is currently performing a mid-life overhaul of these two fleets in order to ensure that they live up to their projected 30-year lifespans. The consultant team will work to understand the effort being performed and the likely new end-of-useful life dates for these fleets. The team will also evaluate the possibility of a sale of the high floor vehicles to a system with all high floor operation (such as Denver RTD), clearing the way for all low floor TRAX operation.

Unlike the S70s (which dominate the TRAX fleet with 77 LRVs, including 3 S70s used in streetcar service), the SD100s and SD160s require use of the “high block” at each platform for accessible boarding and alighting. The team will analyze the operational implications of SD100/SD160 operation versus S70 operation in terms of dwell time and the need for precision berthing.

The consultant team will also review, at a planning level, the adequacy of UTA's Vehicle Maintenance facilities with respect to the current fleet, along with estimates of future fleet expansion that would trigger the need for expansion or new facilities. This is an important input to Phase 2, detailed below.

#### *Tasks*

- Identify and compile all necessary data to inform analysis, including but not limited to:
  - System performance, including ridership, investment per rider, reliability, travel times and other performance metrics in relation to the characteristics of the system (track and route alignments, span and frequency of service)
  - Fleet, platform and other facility characteristics
  - Systems including signal blocking and substation power capacity
- Analyze data in light of identified study goals
- Perform root cause analysis of ridership decline
  - Consider regional productions and attractions of existing travel demand using the most recent onboard survey and other valid data points
  - Consider socio-economic factors, including impacts of free fare zone
  - Analyze recent and impending changes in land-use, including transit-oriented development (TOD)
  - Identify focus areas over which UTA has management
  - Consider the results of recent onboard surveys

- Consider the results of a potential on-line survey to be developed by UTA and the LTK Team, to be administered and publicized by the UTA

#### *Deliverables*

- Existing conditions report including:
  - “light simulation” report detailing calibration to existing conditions and key baseline metrics (average speeds, minutes of congestion, peak fleet requirement)
  - Existing TRAX system ridership, recent trends and underlying causes (stand-alone chapter or chapters to facilitate separate distribution as required),
  - Existing TRAX fleet and maintenance facility high-level assessment (stand-alone chapter or chapters to facilitate separate distribution as required).

#### **Task 1.4: Summary of Findings and Preliminary Considerations**

Based upon the analysis performed in Task 1.3, the consultant will produce findings which summarize identified actions to be further evaluated and, where appropriate, produce preliminary considerations to be further vetted in Phase 2. Findings are anticipated to include specific issues that should be addressed to improve service and meet existing and future demand for light rail service. Provide preliminary considerations that focus on actions that can be taken regardless of the outcomes of other analyses.

The consultant team will distill the findings of Task 1.3’s four elements to develop a summary of key findings. This will include a “long list” of potential improvements to light rail that will boost ridership. Each of the improvements will be tagged qualitatively in terms of travel time, reliability, connectivity, frequency and/or span of service benefits. The consultant team will assume a consistent fare structure in all of the work.

#### *Tasks*

- Develop a summary of findings and preliminary considerations to improve light rail service or operations based upon analysis performed in Task 1.3
- Organize and lead TAC workshop to review individual potential TRAX improvements and shortlist/organize them.
- Combine improvements into proposed system scenarios, summarizing their selection in a technical memo

#### *Deliverables*

- Materials for TAC and Stakeholders meeting, minutes of meeting
- Tech memo summarizing findings and preliminary considerations

## Phase 2: Project screening, Selection and Implementation Plan

Project Management and Public and Stakeholder Engagement Described in Task 1.1 and 1.2 will occur throughout both phases of the project.

#### **Task 2.1: Scenario development**

The consultant will develop a range of scenarios to accomplish project goals and objectives. Scenarios will be identified and evaluated that include logical compilations of projects. Scenarios will include both short and long term improvements including enhancements to the existing system, including span and frequency improvements, route re-alignments, fleet modifications, safety improvements, as well as potential expansion concepts including extensions and infill stations and their associated fleet and facility needs and include their associated planning level costs. Existing and planned FrontRunner and feeder/connecting bus services will also be incorporated to evaluate the alternatives from the perspective of the entire transit system.

Working with the study TAC and other stakeholders and using the attached “UTA Light Rail Opportunities” diagram (which includes the WFRC and MAG 2019-2050 Regional Transportation Plan light rail improvements as well as other more focused improvements identified by the consultant team) as a starting point for discussion, the consultant team will develop a range of scenarios to accomplish project goals and objectives. The five scenarios will be designed to:

- Represent a range of investment levels,
- Include complementary – not competing – improvements,
- To the greatest extent possible, allow the benefits of individual improvements to be estimated.

Recommendations from the Point of the Mountain Alternatives Analysis and other applicable studies will be included as directed by the UTA and as agreed to by the TAC and other stakeholders.

As shown in the “UTA Light Rail Opportunities” diagram, there are two TRAX segments with temporally-separated freight service. The consultant team will consider the benefit and cost of eliminating freight traffic from the main line by creating



alternative freight-only access. The consultant team will also recommend projects that improve frequency, speed and/or reliability of the existing system, including possible grade-separated crossings at locations found to be most delay-prone (see task 1.3.1).

The consultant team will prepare a Scenarios (Alternatives) Report which details the improvements package of each of the five scenarios, the focus of the scenario in terms of growing light rail ridership, and associated planning-level capital and O&M costs.

#### *Task*

- Research, compile and develop a comprehensive, categorized list of potential current and future service and capital improvements
- Develop scenarios that include appropriate associated projects

#### *Deliverable*

- Scenarios Report which explains each scenario, its purpose, and associated planning-level capital and operating costs

### **Task 2.2: Alternative Screening**

This task includes development of a screening methodology for the five future TRAX scenarios identified in Task 2.1 as well as the actual screening process. The process will start with a “fatal flaw” screening that removes improvements deemed infeasible due to environmental justice, economic, environmental, and historic and cultural resource issues.

The LTK Team will develop screening criteria based on input from the TAC and the UTA. As part of one of the Phase 2 TAC meetings, the LTK Team will lead a focused workshop to vet and agree on screening criteria. It is understood that there is one level of screening, consistent with the fatal flaw screening approach.

UTA will arrange for WFRC and/or in-house ridership model runs for the five scenarios based on consultant input specification for transit service and land use. Input specification will include recommendations of land use density and intensity around station areas to achieve the desired ridership results, based on insights gleaned during Phase 1. The LTK Team will look at a drastically more transit-supportive land use scenario to determine the effect that a drastic change in land use policy may have on overall system ridership.

Building on the work in Task 1.3.2, the consultant team will analyze recent and impending changes in land-use, including TOD in place and planned. The team will work to identify existing disincentives to riding TRAX including multimodal connection challenges, parking, transfers, travel time, reliability, frequency and span of service. This will include an isochronal assessment of the region’s largest employment markets and their level of accessibility to potential employees, specifically evaluating the number of people that could reach these markets on a one-seat transit ride; we will also evaluate whether that level of accessibility is expected to expand in the future given network and land use changes.

The consultant team will parse the results to identify benefits associated with specific improvements or groups of improvements embodied in specific scenarios.

On the benefits side, the consultant team will use the ridership model runs and professional judgment to develop methods for assigning new UTA riders and riders diverted from other modes (bus, FrontRunner). The consultant team will work to develop methods for annual passenger-minutes of travel time saved for specific improvements. On the cost side, the consultant team will incorporate O&M and capital cost differences (see task 2.3) into screening criteria for benefit-cost.

The consultant team will develop a technical memo that reports on both the evaluation methodology and the evaluation results of the scenarios. This will explain the costs and benefits of each identified scenario, including narrative that explains how each component project/operating initiative contributes to the overall outcome of the scenario.

#### *Tasks*

- Develop evaluation criteria to screen alternatives
- Produce planning level costs of criteria

#### *Deliverable*

- Alternatives evaluation memo that explains the costs and benefits of each identified scenario, including an explanation about how each project contributes to the outcome.

### **Task 2.3: Project Identification and Implementation Plan**

Based upon the results of Task 2.2, recommend short and long-range service enhancements and capital projects to the UTA light rail system and a phased plan for implementation, including proposed funding and financing opportunities. Identified projects should include all costs and associated needs, including additional fleet, facilities, future state of good repair and labor. Timing of implementation will be estimated, based upon projected need and financial constraints.

Working with the TAC and other stakeholders, the consultant team will develop visions for both short-range and long-range versions of TRAX. These will define rail service plans, including terminal-to-terminal pairings (with extensions, as applicable), frequency, span of service and multimodal connectivity. Underpinning these visions will be required capital improvements, fleet expansion and O&M cost deltas from the present. Within the short-range and long-range visions, the consultant team will identify priorities based on perceived benefit-cost ratios, regional priorities and other inputs from the

TAC/stakeholders. The consultant team will identify whether a revised light rail system should be proposed for initial outreach during the next RTP cycle.

Infrastructure capital improvement costs will be estimated based on the team's cost estimating expertise and engagement with UTA Capital Development/Engineering. Fleet expansion costs will be estimated by LTK's Vehicle Estimating Group which maintains a comprehensive database of global LRT procurement costs. In addition, the consulting team will develop a high-level funding plan that identifies potential private sector funding (TOD, TIF) as well as local, State and federal funding, incorporating all of this into the UTA Light Rail Strategic Plan. The Plan's Executive Summary will be designed as a stand-alone document for dissemination without the extensive back-up included in Volume II of the plan.

*Tasks*

- Develop recommended list of short and long term improvements, phased projects and service enhancements to the UTA light rail system
- Develop a strategic plan which outlines next steps and action items for implementation

*Deliverables*

- A compiled list of proposed improvements to the existing system and future corridors with associated planning level costs
- A proposed implementation schedule based on the phased future light rail travel demand and a sketch level Benefit Cost Analysis
- Final Report, structured as the UTA Light Rail Strategic Plan, which summarizes analysis, findings, and recommendations including estimated budgeting costs using the phased project delivery timelines.

**Firm Fixed Not-to-Exceed Prices**

## LTK Engineering Services

UTA - Future of Light Rail Study

RFQ No.: 19-3139TP

P5525 - Cost Estimate

Phase 1				
Firm	Hours	Labor	Travel	Total
LTK Engineering Services	696	\$ 110,068	\$ 3,600	\$ 113,668
Avenue Consultants	62	\$ 12,604	\$ -	\$ 12,604
Fehr & Peers	208	\$ 30,949	\$ -	\$ 30,949
HDR Engineering	122	\$ 25,726	\$ -	\$ 25,726
Subtotal - Phase 1	1,088	\$ 179,348	\$ 3,600	\$ 182,948

Phase 2				
Firm	Hours	Labor	Travel	Total
LTK Engineering Services	720	\$ 113,336	\$ 3,600	\$ 116,936
Avenue Consultants	78	\$ 14,284	\$ -	\$ 14,284
Fehr & Peers	240	\$ 36,939	\$ -	\$ 36,939
HDR Engineering	188	\$ 48,566	\$ -	\$ 48,566
Subtotal - Phase 2	1,226	\$ 213,125	\$ 3,600	\$ 216,725

<b>TOTALS - PHASE 1 &amp; PHASE 2</b>	<b>2,314</b>	<b>\$ 392,473</b>	<b>\$ 7,200</b>	<b>\$ 399,673</b>
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	LTK Engineering Services												Avenue Consultants	
	Bill Lipfert	Tom Matoff	Russell Primeau	Jonathan Powell	Chelsea Farnsworth	Ned Parker	Dan Lang	Brian Jitloff	Yed Rosenbaum	Kevin Miller	Melvin Clark	Beth Beraldi	Ivan Hooper	Shawn Larson
	\$ 325.19	\$ 283.81	\$ 113.13	\$ 100.72	\$ 111.29	\$ 241.55	\$ 163.59	\$ 157.62	\$ 136.37	\$ 196.15	\$ 238.89	\$ 82.54	\$ 217.85	\$ 127.57
<b>Phase 1 - Existing Conditions and Performance Analysis and Preliminary Considerations</b>														
Task 1.1 - Project Management	48	8										32		
Task 1.2 - Public and Stakeholder Engagement	24	4												
Task 1.3.1 - Existing TRAX System Performance	16		80	40	160							64		
Task 1.3.2 - Existing TRAX System Ridership and Recent Trends			32										40	
Task 1.3.3 - Existing TRAX Infrastructure	16							8	8	8	8	8		10
Task 1.3.4 - Existing TRAX Fleet	4	4	8					24						
Task 1.4 - Summary of Findings and Preliminary Considerations	32	4	16									40	12	
<b>Subtotal Task 1 Hours</b>	<b>140</b>	<b>20</b>	<b>136</b>	<b>40</b>	<b>160</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>144</b>	<b>52</b>	<b>10</b>
<b>Subtotal Task 1 Labor</b>	<b>\$ 45,527</b>	<b>\$ 5,676</b>	<b>\$ 15,386</b>	<b>\$ 4,029</b>	<b>\$ 17,806</b>	<b>\$ -</b>	<b>\$ 3,926</b>	<b>\$ 1,261</b>	<b>\$ 1,091</b>	<b>\$ 1,569</b>	<b>\$ 1,911</b>	<b>\$ 11,886</b>	<b>\$ 11,328</b>	<b>\$ 1,276</b>
<b>Phase 2 -</b>														
Task 2.1 - Project Management	40	8										48		
Task 2.2 - Scenario Development	16	4										40		12
Task 2.3 - Scenario Screening	16		40	40	240	40	24		16			40	40	12
Task 2.4 - Project Identification and Implementation Plan	32	8										40	8	6
Task 2.5 - Public and Stakeholder Engagement	24	4												
<b>Subtotal Task 2 Hours</b>	<b>128</b>	<b>24</b>	<b>40</b>	<b>40</b>	<b>240</b>	<b>40</b>	<b>24</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>168</b>	<b>48</b>	<b>30</b>
<b>Subtotal Task 2 Labor</b>	<b>\$ 41,624</b>	<b>\$ 6,811</b>	<b>\$ 4,525</b>	<b>\$ 4,029</b>	<b>\$ 26,710</b>	<b>\$ 9,662</b>	<b>\$ 3,926</b>	<b>\$ -</b>	<b>\$ 2,182</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,867</b>	<b>\$ 10,457</b>	<b>\$ 3,827</b>
<b>Total Hours</b>	<b>268</b>	<b>44</b>	<b>176</b>	<b>80</b>	<b>400</b>	<b>40</b>	<b>48</b>	<b>8</b>	<b>24</b>	<b>8</b>	<b>8</b>	<b>312</b>	<b>100</b>	<b>40</b>
<b>Total Labor</b>	<b>\$ 87,151</b>	<b>\$ 12,488</b>	<b>\$ 19,911</b>	<b>\$ 8,058</b>	<b>\$ 44,516</b>	<b>\$ 9,662</b>	<b>\$ 7,852</b>	<b>\$ 1,261</b>	<b>\$ 3,273</b>	<b>\$ 1,569</b>	<b>\$ 1,911</b>	<b>\$ 25,752</b>	<b>\$ 21,785</b>	<b>\$ 5,103</b>

	152.39% OH												118.59		150.33%	
Multiplier	2.8268												2.4482		2.8037	
2019 DL Rate	\$ 110.62	\$ 96.54	\$ 38.48	\$ 34.26	\$ 37.86	\$ 82.16	\$ 55.64	\$ 53.62	\$ 53.56	\$ 66.72	\$ 81.26	\$ 28.08	\$ 74.71	\$ 43.75		
2020 Escalation @ 4%	\$ 115.04	\$ 100.40	\$ 40.02	\$ 35.63	\$ 39.37	\$ 85.45	\$ 57.87	\$ 55.76	\$ 55.70	\$ 69.39	\$ 84.51	\$ 29.20	\$ 77.70	\$ 45.50		
2020 Loaded Rate	\$ 325.19	\$ 283.81	\$ 113.13	\$ 100.72	\$ 111.29	\$ 241.55	\$ 163.59	\$ 157.62	\$ 136.37	\$ 196.15	\$ 238.89	\$ 82.54	\$ 217.85	\$ 127.57		
<b>Total</b>	<b>\$ 45,526.60</b>	<b>\$ 5,676.20</b>	<b>\$ 15,385.68</b>	<b>\$ 4,028.80</b>	<b>\$ 17,806.40</b>	<b>\$ -</b>	<b>\$ 3,926.16</b>	<b>\$ 1,260.96</b>	<b>\$ 1,090.96</b>	<b>\$ 1,569.20</b>	<b>\$ 1,911.12</b>	<b>\$ 11,885.76</b>	<b>\$ 11,328.20</b>	<b>\$ 1,275.70</b>		
														<b>\$ 12,603.90</b>		
2019 DL Rate	\$ 110.62	\$ 96.54	\$ 38.48	\$ 34.26	\$ 37.86	\$ 82.16	\$ 55.64	\$ 53.62	\$ 53.56	\$ 66.72	\$ 81.26	\$ 28.08	\$ 74.71	\$ 43.75		
2020 Escalation @ 4%	\$ 115.04	\$ 100.40	\$ 40.02	\$ 35.63	\$ 39.37	\$ 85.45	\$ 57.87	\$ 55.76	\$ 55.70	\$ 69.39	\$ 84.51	\$ 29.20	\$ 77.70	\$ 45.50		
2020 Loaded Rate	\$ 325.19	\$ 283.81	\$ 113.13	\$ 100.72	\$ 111.29	\$ 241.55	\$ 163.59	\$ 157.62	\$ 136.37	\$ 196.15	\$ 238.89	\$ 82.54	\$ 217.85	\$ 127.57		
<b>Total</b>	<b>\$ 41,624.32</b>	<b>\$ 6,811.44</b>	<b>\$ 4,525.20</b>	<b>\$ 4,028.80</b>	<b>\$ 26,709.60</b>	<b>\$ 9,662.00</b>	<b>\$ 3,926.16</b>	<b>\$ -</b>	<b>\$ 2,181.92</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,866.72</b>	<b>\$ 10,456.80</b>	<b>\$ 3,827.10</b>		
														<b>\$ 14,283.90</b>		

	Fehr & Peers						HDR Engineering						Total Hours
	Maria Vyas	Katherine Skollinsberg	Preston Stinger	Natalia Brown	Jennifer Ziebarth	Seishi Yamagata	David McCune	Heidi Spoor	Sara Barker	Eric Rouse	Kory Cox	Mike Digregorio	
Phase 1 - Existing Conditions and Performance Analysis and Preliminary Considerations	\$ 180.07	\$ 98.52	\$ 175.48	\$ 106.19	\$ 153.91	\$ 112.37	\$ 257.60	\$ 223.84	\$ 93.01	\$ 363.68	\$ 133.06	\$ 257.91	
Task 1.1 - Project Management								16	16				120
Task 1.2 - Public and Stakeholder Engagement	72	40						16					156
Task 1.3.1 - Existing TRAX System Performance													360
Task 1.3.2 - Existing TRAX System Ridership and Recent Trends					48							18	138
Task 1.3.3 - Existing TRAX Infrastructure			20			28					16		130
Task 1.3.4 - Existing TRAX Fleet							40						80
Task 1.4 - Summary of Findings and Preliminary Considerations													104
Subtotal Task 1 Hours	72	40	20	0	48	28	40	32	16	0	16	18	1,088
Subtotal Task 1 Labor	\$ 12,965	\$ 3,941	\$ 3,510	\$ -	\$ 7,388	\$ 3,146	\$ 10,304	\$ 7,163	\$ 1,488	\$ -	\$ 2,129	\$ 4,642	\$ 179,348
Phase 2 -													
Task 2.1 - Project Management													96
Task 2.2 - Scenario Development			20										92
Task 2.3 - Scenario Screening					40	20		48			20	16	652
Task 2.4 - Project Identification and Implementation Plan	20				20		64			40			238
Task 2.5 - Public and Stakeholder Engagement	80	40											148
Subtotal Task 2 Hours	100	40	20	0	60	20	64	48	0	40	20	16	1226
Subtotal Task 2 Labor	\$ 18,007	\$ 3,941	\$ 3,510	\$ -	\$ 9,235	\$ 2,247	\$ 16,486	\$ 10,744	\$ -	\$ 14,547	\$ 2,661	\$ 4,127	\$ 213,125
<b>Total Hours</b>	<b>172</b>	<b>80</b>	<b>40</b>	<b>0</b>	<b>108</b>	<b>48</b>	<b>104</b>	<b>80</b>	<b>16</b>	<b>40</b>	<b>36</b>	<b>34</b>	<b>2,314</b>
<b>Total Labor</b>	<b>\$ 30,972</b>	<b>\$ 7,882</b>	<b>\$ 7,019</b>	<b>\$ -</b>	<b>\$ 16,622</b>	<b>\$ 5,394</b>	<b>\$ 26,790</b>	<b>\$ 17,907</b>	<b>\$ 1,488</b>	<b>\$ 14,547</b>	<b>\$ 4,790</b>	<b>\$ 8,769</b>	<b>\$ 392,473</b>

	171.91%						155.44% OH						
Multiplier	3.0454						2.8609						
2019 DL Rate	\$ 56.86	\$ 31.10	\$ 55.40	\$ 33.53	\$ 48.60	\$ 35.48	\$ 86.58	\$ 75.23	\$ 31.26	\$ 122.23	\$ 44.72	\$ 86.68	
2020 Escalation @ 4%	\$ 59.13	\$ 32.35	\$ 57.62	\$ 34.87	\$ 50.54	\$ 36.90	\$ 90.04	\$ 78.24	\$ 32.51	\$ 127.12	\$ 46.51	\$ 90.15	
2020 Loaded Rate	\$ 180.07	\$ 98.52	\$ 175.48	\$ 106.19	\$ 153.91	\$ 112.37	\$ 257.60	\$ 223.84	\$ 93.01	\$ 363.68	\$ 133.06	\$ 257.91	
Total	\$ 12,965.04	\$ 3,940.80	\$ 3,509.60	\$ -	\$ 7,387.68	\$ 3,146.36	\$ 10,304.00	\$ 7,162.88	\$ 1,488.16	\$ -	\$ 2,128.96	\$ 4,642.38	\$ 179,347.60
						\$ 30,949.48					\$ 25,726.38		\$ 3,600.00
													\$ 182,947.60
2019 DL Rate	\$ 56.86	\$ 31.10	\$ 55.40	\$ 33.53	\$ 48.60	\$ 35.48	\$ 86.58	\$ 75.23	\$ 31.26	\$ 122.23	\$ 44.72	\$ 86.68	
2020 Escalation @ 4%	\$ 59.13	\$ 32.35	\$ 57.62	\$ 34.87	\$ 50.54	\$ 36.90	\$ 90.04	\$ 78.24	\$ 32.51	\$ 127.12	\$ 46.51	\$ 90.15	
2020 Loaded Rate	\$ 180.07	\$ 98.52	\$ 175.48	\$ 106.19	\$ 153.91	\$ 112.37	\$ 257.60	\$ 223.84	\$ 93.01	\$ 363.68	\$ 133.06	\$ 257.91	
Total	\$ 18,007.00	\$ 3,940.80	\$ 3,509.60	\$ -	\$ 9,234.60	\$ 2,247.40	\$ 16,486.40	\$ 10,744.32	\$ -	\$ 14,547.20	\$ 2,661.20	\$ 4,126.56	\$ 213,125.14
						\$ 36,939.40					\$ 48,565.68		\$ 3,600.00
													\$ 216,725.14
													74,292.06

**TOTAL PRICE \$ 399,672.74**

Exhibit B

Costs:

Prices are firm fixed not-to-exceed prices based on substantiation and verification of actual labor hours expended. All costs must be allowable costs under 2 CFR 200.

Payment Schedule

The payments are based on the following schedule:

Billing will be for work performed and satisfactorily completed during time periods as verified and approved by UTA's Project Manager. A billing period shall never be shorter than one month.

Travel Expenses:

Travel Expenses will be billed at cost and will not exceed \$3,600.00 for each phase.

All payments are due in 30 days net from invoice date.

Cost Verification

All payments shall be contingent upon verification by UTA of satisfactory performance by Contractor.



## 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, Ryan Taylor, Coordinated Mobility Manager

**BOARD MEETING DATE:** January 29, 2020

**SUBJECT:** Electronic Voucher (eVoucher) System Development, Testing and Demonstration (Cambridge Systematics)

**AGENDA ITEM TYPE:** Expense Contract

**RECOMMENDATION:** Approve award and authorize Executive Director to execute the contract with Cambridge Systematics in the amount of \$784,670.

**BACKGROUND:** This is a contract for development of an innovative eVoucher software/mobile solution that will replace manual paper systems. In May 2019, the Coordinated Mobility department was awarded an FTA Innovative Coordinated Access and Mobility (ICAM) grant to fund an Electronic Voucher (eVoucher) project. No similar software solution currently exists. eVoucher will include a web-based application that keeps track of clients, drivers, payments, and programs, as well as a mobile app. The mobile app for drivers and clients allows for origin and destination confirmation, payment processing, and client verification.

UTA has implemented, in partnership with Davis County Aging Services, Roads To Independence, and Weber County Human Services, an access to healthcare transportation voucher program. Additionally, and in conjunction with mobility managers throughout the state of Utah, five similar demonstration programs started in 2019. These programs reimburse volunteer drivers a minimal mileage amount for transporting eligible clients to medical appointments. Based on current pilot programs, this solution has proven effective in both rural and urban areas.

These programs, like the vast majority of voucher programs throughout the United States, utilize a manual paper-based system which is lengthy, cumbersome, and has a high administrative cost. Currently the process is done using multiple spreadsheets that track client info, client funding, voucher numbers, funds remaining for client, driver, origin and destination, and trip purpose. Additionally, each step in the process provides a large potential for human error.

	<p>Funding and payment are processed utilizing paper vouchers issued to the client, completed by the driver at the time of service, mailed to UTA for processing, reviewed and processed by an administrator with a check finalized and mailed back to the driver. This complete process can take up to eight weeks.</p> <p>The current system lacks the ability to adequately verify origin and destination of completed trips, verification that the client was transported, and an easily identifiable way to verify mileage. These system limitations could lead to waste, fraud, and abuse. These programs typically require a central administrator who handles all funding and payments to the drivers. Various forms of voucher programs are common throughout the United States and each typically suffer from a similar set of problems.</p> <p>After extensive research we have been unable to identify any current software solution. This research included a Request for Information that yielded no viable solutions. With the non-existence of any electronic voucher solution, this could potentially affect every current voucher program across the country.</p>							
<b>DISCUSSION:</b>	<p>UTA Staff is requesting approval of a 14-month contract with Cambridge Systematics to conduct system development, testing and demonstration. This software will reduce high administrative costs and reduce potential waste, fraud, and abuse. Per the ICAM grant application instructions, federal exemptions allowed us to name a key partner <u>without necessitating common procurement requirements</u>. (<i>Federal Register/Vol.8., No. 178/Thursday September 13, 2018/Notices, ii Grant Requirements</i>)</p> <p>In the grant application, we named Cambridge Systematics as our software developer. Additionally, we partnered with a non-profit from the Kennedy Space Center in Florida, CommunityHealth IT, to test the system in a live environment and demonstration project to show healthcare outcomes from increased transportation as required by the grant.</p> <p>The UTA and Cambridge Systematics contracting agreement will include technical and functional specification development followed by software development, testing, and deployment with an option of a future licensing agreement. We anticipate that these phases of this project will be completed within 14 months of contract execution.</p>							
<b>CONTRACT SUMMARY:</b>	<table border="1"> <tr> <td colspan="2" data-bbox="402 1585 1563 1665">Contractor Name: Cambridge Systematics</td> </tr> <tr> <td data-bbox="402 1665 1003 1745">Contract Number: 19-03203</td> <td data-bbox="1003 1665 1563 1745">Existing Contract Value: \$784,670</td> </tr> <tr> <td data-bbox="402 1745 1003 1862">Base Contract Effective Dates: Date of UTA contract execution until May 30, 2021</td> <td data-bbox="1003 1745 1563 1862">Extended Contract Dates:</td> </tr> </table>		Contractor Name: Cambridge Systematics		Contract Number: 19-03203	Existing Contract Value: \$784,670	Base Contract Effective Dates: Date of UTA contract execution until May 30, 2021	Extended Contract Dates:
Contractor Name: Cambridge Systematics								
Contract Number: 19-03203	Existing Contract Value: \$784,670							
Base Contract Effective Dates: Date of UTA contract execution until May 30, 2021	Extended Contract Dates:							



	Amendment Amount:	New/Total Amount Contract Value:
	Procurement Method: Sole Source per FTA recommendation	Funding Sources: ICAM Grant, FTA 5310 Grant, Utah Out and About Fund, UTA local revenue
<b>ALTERNATIVES:</b>	UTA would have to return/reject awarded grants. There is no other viable solution currently available.	
<b>FISCAL IMPACT:</b>	The requested amount for 2019 and 2020 is budgeted in the proposed capital budget.	
<b>ATTACHMENTS:</b>	1) Contract	



**PROFESSIONAL SERVICES AGREEMENT  
DEVELOPMENT OF AN ELECTRONIC VOUCHER SYSTEM**

This Professional Services Agreement is entered into and made effective as of the date of the 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 [CAMBRIDGE SYSTEMATICS], a [SOFTWARE DEVELOPMENT COMPANY], organized under the laws of Massachusetts, ("Consultant").

**RECITALS**

A. UTA desires to hire professional services for DESIGN OF TECHNICAL SPECIFICATIONS AND SOFTWARE BUILD OF AN ELECTRONIC VOUCHER SYSTEM

B. UTA applied for and was awarded the Federal Transit Administration (FTA) Innovative Coordinated Access and Mobility (ICAM) grant. In the application UTA named the Consultant as a key partner. Per the Notice of Funding Opportunity (NOFO) UTA is authorized to contract directly with the Consultant on a sole source basis.

C. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services and according to the terms and conditions contained in the following agreement.

**AGREEMENT**

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

**ARTICLE 1.0  
Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.

- 1.3 The term "Consultant's Project Manager" shall mean Paul Sorensen, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term "Contract" shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.5 The term "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.6 The term "Scope of Services" shall mean the services described in by this Contract including, but not limited to, Exhibit "A" (and all Contract requirements associated with such services).
- 1.7 The term "UTA's Project Manager" shall mean Clint Wilkinson or his/her successor as appointed or designated in writing by UTA.
- 1.8 The term "Work" shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

**ARTICLE 2.0**  
**Description of Services**

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services contained at Exhibit A. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- 2.2 Consultant 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.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant 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.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

**ARTICLE 3.0**  
**Day-to-Day Management of the Work**

- 3.1 Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- 3.2 UTA's Project Manager will be the day-to-day contact person for UTA and shall act as the liaison between UTA and Consultant 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.

#### **ARTICLE 4.0**

##### **Progress of the Work**

- 4.1 Consultant 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.
- 4.2 Consultant 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.
- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 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 Consultant of its responsibility to comply with the Contract requirements.
- 4.5 UTA will have the right to inspect, monitor and review any Work performed by Consultant 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 Consultant of its responsibility to comply with the Contract requirements.
- 4.6 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, Consultant 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.
- 4.7 If Consultant 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 Consultant.

#### **ARTICLE 5.0**

##### **Period of Performance**

- 5.1 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. Consultant shall complete all Work no later than May 30, 2021. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **ARTICLE 6.0**

##### **Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with 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.
- 6.2 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.
- 6.3 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 Consultant 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 Consultant 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) Consultant 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 Consultant to exceed the Not to Exceed Amount.
- 6.4 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 Consultant owes to UTA under this Contract.

**ARTICLE 7.0**  
**Contract Changes**

- 7.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
  - A. In the Scope of Services;
  - B. In the method or manner of performance of the Work; or
  - C. In the schedule or completion dates applicable to the Work.To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.
- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
  - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

#### **ARTICLE 8.0**

##### **Invoicing Procedures and Records**

- 8.1 Consultant 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 Consultant 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 Consultant’s entitlement to the requested payment must be submitted with each invoice for services performed on an hourly, cost reimbursable basis. For services performed on a fixed price basis, progress reports describing the services performed shall be sufficient supporting documentation. 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, provided that UTA provides written notice and justification for such disapproval to the Contractor within thirty (30) days of invoice submittal. 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 which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

#### **ARTICLE 9.0**

##### **Ownership of Materials**

- 9.1 All data and processes including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination. UTA hereby releases Consultant from any liability arising from UTA’s use of the Work Product; (a) if the Work Product has been altered by any party other than Consultant; (b) if the Work Product has been used for purposes not intended or anticipated under this Agreement; or (c) if the Work Product is used in a manner inconsistent with the instructions or specifications provided by Consultant.
- 9.2 In the absence of objection by FTA, UTA and Consultant intend to engage in good faith negotiations to enter into a separate licensing agreement upon termination of this Agreement to provide Consultant with a license to use the Work Product in the performance of similar services to other entities.
- 9.3 UTA shall not be construed to be the owner of (i) open source software contained in the Work Product (to which neither party claims any ownership rights) or (ii) any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract or that is open source. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA’s use and enjoyment of the Work Product furnished under this Contract.

**ARTICLE 10.0**  
**Subcontracts**

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

**ARTICLE 11.0**  
**Key Personnel**

- 11.1 Consultant shall provide the key personnel as indicated in Consultant’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.

**ARTICLE 12.0**  
**Suspension of Work**

- 12.1 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 12.2 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- 12.4 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time and modify this Contract by Change Order.

**ARTICLE 13.0**  
**Termination for Convenience; Termination for Cause and Default Remedies**

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to affect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
  - A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
  - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
  - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all



services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination.

#### **ARTICLE 14.0**

##### **Information, Records, and Reports; Audit Rights**

- 14.1 Consultant 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. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant 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. Consultant 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.

#### **ARTICLE 15.0**

##### **Findings Confidential**

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. However, the confidentiality restrictions herein shall be amended appropriately if and when the parties negotiate a license agreement as described in Article 9.2 herein.
- 15.2 It is hereby agreed that the following information is not considered to be confidential:
- A. Information already in the public domain;
  - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  - C. Information developed by or in the custody of Consultant before entering into this Contract;
  - D. Information developed by Consultant 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.

## ARTICLE 16.0

### General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees to the extent caused by the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, 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 or another Indemnitee, Consultant'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.
  - 16.2 For the duration of this Contract, Consultant shall maintain 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 or equivalent, 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 \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. 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. Professional Liability insurance with the following limits and coverages:
      - Minimum Limits:
        - \$1,000,000 each claim
        - \$2,000,000 annual aggregate
      - Coverages:
        - 1. Limited contractual liability
        - 2. Retroactive date prior to date
        - 3. Extended reporting period of 36 months
- Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA.

If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

- C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 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."
  - D. 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 UTA agrees that Consultant's total aggregate limit of liability hereunder (whether by contract, statute, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed a total of the 3X the fees paid under this Agreement. UTA further agrees that Consultant shall not be liable to UTA for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand, arising out of or in connection with this Agreement even if Consultant has been advised of the possibility

of such damages.

- 16.8 EXCEPT FOR CONSULTANT'S OBLIGATIONS WITH RESPECT TO OPERATIONS, MAINTENANCE AND SUPPORT SET FORTH IN EXHIBIT A, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONSULTANT DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER (INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY OR SATISFACTORY QUALITY). Notwithstanding the foregoing, Consultant is responsible to perform the Scope of Services detailed in Exhibit A in a professional and workmanship-like manner meeting industry standards. In addition, the foregoing disclaimer of warranty does not entitle Cambridge to receive milestone payments unless and until UTA has accepted the milestones as having been performed in an acceptable manner. UTA shall notify Consultant of acceptance or rejection within thirty (30) days after milestone completion. In the absence of any such notice, such milestone shall be deemed accepted.

#### **ARTICLE 17.0 Other Indemnities**

- 17.1 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, to the extent caused by 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. Provided, the foregoing indemnity shall not apply if the claim results from: (1) UTA's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when such use in combination infringes upon an existing U.S. letter patent or copyright; or (3) the use of a deliverable in a manner inconsistent with the specifications provided by the Contractor. 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.
- 17.2 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.

**ARTICLE 18.0**  
**Independent Contractor**

- 18.1 Consultant 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. Consultant is responsible to provide and pay the cost of all its employees' benefits.

**ARTICLE 19.0**  
**Prohibited Interest**

- 19.1 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 Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

**ARTICLE 20.0**  
**Dispute Resolution**

- 20.1 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.
- 20.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Ryan Taylor/Consultant's Project Manager Supervisor	Five calendar days
UTA's Cheryl Beveridge/Consultant's CFO	Five calendar days

- 20.3 Unless otherwise directed by UTA's Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved.
- 20.4 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may request non-binding mediation using a Juris Arbitration protocols. If mediation does not result in resolution of the dispute, either Party may commence legal action in accordance with the venue and law provisions of this Contract. and Mediation Services (JAMS) mediator and conducted according to JAMS mediation

**ARTICLE 21**

**Successors and Assignees**

21.1 Consultant 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.

**ARTICLE 22.0  
Nonwaiver**

22.1 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.

**ARTICLE 23.0  
Notices or Demands**

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

If to UTA:

Utah Transit Authority  
ATTN: Pat Postell  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority  
ATTN: Legal Dept.  
669 West 200 South  
Salt Lake City, UT 84101

If to Consultant:

Cambridge Systematics, Inc.  
ATTN: Paul Sorensen  
515 S. Figueroa Street, Suite 1975  
Los Angeles, CA 90071

With a required copy to:

Cambridge Systematics, Inc.  
ATTN: Nick Caccamo  
115 S LaSalle St, Suite 2200  
Chicago, IL 60603

23.2 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.

23.3 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

**ARTICLE 24.0**  
**Contract Administrator**

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

**ARTICLE 25.0**  
**General Provisions**

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 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 Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 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.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 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.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 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 this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

- 25.9 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 9, 13, 14, 15, 16, 17, 19, 20 and 25.

#### **ARTICLE 26.0**

##### **Incorporated Documents**

- 26.1 Federal clauses and other attachments, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

#### **ARTICLE 27.0**

##### **Insurance Coverage Requirements for Consultant Employees**

- 27.1 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) Consultant has a subcontract at any tier that involves a sub-consultant 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:
- A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
  - B. Consultant 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.

The remainder of this page is intentionally left blank.



IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

**UTAH TRANSIT AUTHORITY:**

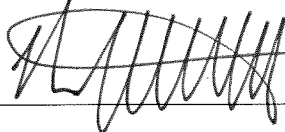
By \_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

By \_\_\_\_\_  
Eddy D. Cumins  
Chief Operations Officer

Approved as to form and content

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel

**CAMBRIDGE SYSTEMATICS, INC**

By  \_\_\_\_\_  
Name Brad W. Wright

Title President

 \_\_\_\_\_  
Name Steven A. Capecci

Title Chief Operating Officer

**EXHIBIT A**  
**eVoucher Scope of Work**  
**Utah Transit Authority & Cambridge Systematics**

**Project Objectives**

Various forms of voucher programs are common throughout the United States and each typically suffer from a similar set of problems. They utilize manual paper-based systems which are lengthy, cumbersome, and have high administrative costs.

The current systems lack the ability to adequately verify origin and destination of completed trips, verification that the client was transported, and an easily identifiable way to verify mileage. These system limitations could lead to waste, fraud, and abuse. These programs typically require a central administrator who handles all funding and payments to the drivers.

Consequently, Utah Transit Authority (UTA) and Cambridge Systematics (CS) will develop an innovative Electronic Voucher (eVoucher) solution to replace a manual paper system, particularly for trips that improve health access. Based on these problem issues, we have identified a series of correcting solutions that will include the ability to manage clients, drivers, origins, destinations, accounts, reporting, funding and financial transactions. Incorporating widely available mobile technology, the software will also be able to ensure the verification of the client, GPS locations, and time the trip was completed. It is explicitly intended that the system developed in this effort, in addition to meeting UTA's needs, will be sufficiently flexible to meet the needs of other agencies across the United States.

UTA applied for and was selected to receive the FTA ICAM grant and listed CS as a key partner. UTA conceptually developed the eVoucher solution and in a previous scope of work collaborated with CS on a basic system outline and business case scenarios.

**Timeline and Approach**

CS will work with UTA and other ICAM project partners to design and develop the eVoucher software following the scope of work and within the budget outlined below. The eVoucher SOFTWARE IS TO BE COMPLETED, IN PRODUCTION AND ACCEPTED WITHIN 14 MONTHS OF GIVING NOTICE TO PROCEED.

CS may suggest alternative approaches in design to achieve end functionality. Implementation of suggested approaches as alternatives to be at UTA's discretion and approval.

CS will provide an hourly rate for any other related modifications approved by UTA but not included in the functional requirements as to be developed in Phase 1.

CS must include a project kick-off meeting to be held with key UTA personnel and vendor project team.

## **Phases and Tasks**

UTA and Cambridge Systematics (CS) have previously outlined high level system requirements and shall collaboratively develop and mutually agree to a specific scheduled timeline for designing and implementing the eVoucher system. This will include, at minimum, the following phases and tasks:

### **Phase 1 – System design**

- 1.1. Project kickoff
  - 1.1.1. In-person partner meeting to determine system requirements, workflows, use cases, schedule and milestones
- 1.2. Task order schedule and milestone date development
  - 1.2.1. After project kickoff meetings, CS shall provide a detailed project schedule. The desired schedule is to complete the enhancements and acceptance testing within 14 months of contract award. All meetings including teleconferences shall be included on the schedule. The UTA approved schedule will be used to manage the project. Any deviances from the approved schedule shall be explained and remedies to get back on schedule shall be provided.
- 1.3. Identification and recruitment of technical advisory board
- 1.4. System requirement and use case definition development and acceptance, to include
  - 1.4.1. Functional requirements
  - 1.4.2. Other technical requirements such as the capability of the system to be compliant with HIPAA, PHI, and PCI standards.
- 1.5. Revision detailed requirements based on use cases and needs
  - 1.5.1. Review with partners
  - 1.5.2. Review with technical advisory board
- 1.6. Detailed workflow development based on system requirements
  - 1.6.1. Review with partners
  - 1.6.2. Review with technical advisory board
- 1.7. Draft wireframes of website and mobile app development and acceptance
  - 1.7.1. Review with partners
  - 1.7.2. Review with technical advisory board
- 1.8. Conduct user testing with wireframes
  - 1.8.1. UTA
  - 1.8.2. CommunityHealth IT
- 1.9. Finalize wireframes based on results of user testing
- 1.10. Prioritize components for minimal viable product, additional requests, and post-grant roadmap
- 1.11. Detailed development timeline acceptance
- 1.12. Number of iterations
  - Number of sprints per iteration

## Deliverables per iteration

### **Phase 2 – System Build**

2. Requirements traceability documentation
3. Development and quality assurance sprints and iterations
4. Technical and user guide documentation
5. User Acceptance Testing (UAT)
  - 5.1. UTA will complete the end of each iteration
  - 5.2. CommunityHealth IT – TBD
6. Pilot
  - 6.1. Deployment for demonstration projects
    - 6.1.1. CommunityHealth IT
    - 6.1.2. Utah partners

### **Deliverables**

7. System requirements and specifications documentation
8. Application design reports
9. Quality assurance plan and report
10. User guide documentation
11. Software maintenance program recommendation
12. Functional system deployment

### **Invoice Submissions**

Invoices will be processed per the approved iteration and sprint schedule

### **Potential Follow-on Agreements/Associations**

As a follow-on to this Collaboration Agreement, UTA and CS may decide to enter into an eVoucher licensing agreement based on mutually agreeable terms and in compliance with Federal and State regulations. However, UTA and CS do not intend to enter into any type of follow-on or business associate agreement during the period of performance of this Agreement.

### **Related Agreements**

Requirements or terms and conditions contained in any related agreement between UTA and CommunityHealth IT shall not apply to this agreement unless otherwise explicitly set forth herein.

## **Project Management**

Bi-weekly status reports shall be provided. These reports may be in the form of weekly technical interchange meetings or email update. The status report shall include a description of the activities and accomplishments, an updated schedule showing the progress, and any issues or concerns with recommended resolutions for issues and concerns.

## **Travel**

Long distance travel will be reimbursed in accordance with the Federal Travel Regulations and must be pre-approved by UTA PM. Long distance travel shall be defined as any travel exceeding 100 miles each way.

## **Key Personnel**

UTA: Ryan Taylor, Clint Wilkinson, Christy Allen, Lowell Bate, Holly Mahoney

CS: Paul Sorensen PM, Tazeen Mahtab Tech Lead

## **Other CS Personnel:**

Matt Maranda Senior Developer, Alex Andrade Junior Developer, Becky Soll UI/UX, Daniel Eareckson QA, Sarah Anderson SME (others TBD)

**EXHIBIT B - PRICING**

**Pricing Schedule**

Cambridge Systematics proposes to perform the required work described in our technical proposal for a firm fixed price of \$719,670 with payments to be made upon completion of project milestones. Pricing for hosting and support through the pilot period not to exceed \$65,000. This approach will provide the Utah Transit Authority (UTA) with clear completion points to verify that the project is on track to meet its objectives. Invoices may be submitted upon completion of milestones and will be processed for payment once UTA verifies satisfactory milestone completion.

**Table 0**Error! No text of specified style in document..1 **Milestone Cost**  
**Table (Required Work)**

<b>Task</b>	<b>Deliverable / Milestone</b>	<b>Amount</b>
1 – Project Management	Kickoff meeting	\$45,000
	Biweekly progress reports	\$30,000
2 – Requirements and Design	Requirements and design kickoff meeting	\$95,000
	Initial and revised wireframe designs Requirements and task backlog loaded into JIRA; tasks for initial sprints selected	
3 – Development and QA	Multiple sprint releases deployed to demo server for UTA review during each release cycle	\$399,670 (to be paid in 3-4 equal installments based on sub-milestones to be determined by the parties)
	Multiple system releases deployed to UAT environment for acceptance testing	
	User acceptance tests	
	Support for UTA acceptance testing, including release updates	
	Updated user guide and help material for each production release with revisions as needed	
	Updated system design documentation	
4 – User Acceptance Testing	Training materials for system administrators and provider user staff with each release	See below
	In-person training for system administrators and provider user staff with each release	
	Production deployment for each release cycle.	
	One month burn-in support for each release cycle with	\$100,000

	patches as needed.	
5 – Documentation		\$16,000
6 – Training		\$16,000
7 – Deployment		\$18,000
		<b>\$719,670</b>
8- Hosting and support through the pilot		<b>\$65,000</b>
<b>Total</b>		

### Optional Hourly Rates

This table provides hourly category rates for other related modifications approved by UTA but not included in the functional requirements TBD:

#### Optional Capabilities Costs

Labor Classification	Hourly Loaded Rate
Project Manager	\$334
Tech Lead	\$242
Sr. Developer	\$201
Jr. Developer	\$107
UI/UX Designer	\$163
Quality Assurance	\$86

Notes that rates will escalate approximately 4% on average beginning in February, 2020.

## EXHIBIT C - FEDERAL CLAUSES

1. **ENERGY CONSERVATION:** Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
2. **CLEAN WATER:** If this Contract is, or might be, for an amount more than \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
3. **LOBBYING:** If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).
4. **ACCESS TO RECORDS AND REPORTS:** Contractor shall provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto



5. **FEDERAL CHANGES:** Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.
6. **CLEAN AIR:** If this Contract is, or might be, for an amount more than \$100,000 in any year, Contractor shall at all comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
7. **RECYCLED PRODUCTS:** Contractor shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
8. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** Contractor acknowledges that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the UTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
9. **PROGRAM FRAUD; FALSE OR FRAUDULENT STATEMENTS:**
  - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government

reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. **TERMINATION:** *See* Part 4, paragraph 7.
11. **DEBARMENT:** If this Contract is for an amount equal to or greater than \$25,000, this Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Upon execution of this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor shall include a provision requiring such compliance in its lower tier covered transactions.

12. **PRIVACY ACT:** If Contractor administers any system of records on behalf of the Federal Government under this Contract, the Contractor shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor shall obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract. Contractor shall include these requirements in each

subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**13. CIVIL RIGHTS:**

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(ii) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

The Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. **DISPUTES:** See Part 4, paragraph 1.

15. **DISADVANTAGED BUSINESS ENTERPRISE: - RACE NEUTRAL**

(a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. UTA's overall goal for DBE participation is Race Neutral.

(b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as UTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) **Prompt Payment:** Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the UTA. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the UTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(e) Contractor shall promptly notify UTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of UTA.

16. **INCORPORATION OF FTA TERMS:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor

shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

**17. BREACHES AND DISPUTE RESOLUTION:**

**Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of the employees, agents or others for which acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observation of such injury or damage.

**Remedies** - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

**Rights and Remedies** – The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act The Authority or Authority's authorized representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contractor, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Todd Mills, Senior Supply Chain Manager

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Pre-Procurements</b>
<b>AGENDA ITEM TYPE:</b>	<b>Contract Pre-Procurement</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
<b>DISCUSSION:</b>	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none"><li>• <b>New Vehicle Wraps for S70 Light Rail Fleet</b> - This is a procurement to purchase and install new vehicle wraps for the S70 light rail fleet. The useful life for vinyl wraps is approximately 8 years and the S70's were purchased in 2008, making the wraps approximately 12 years old. The current wraps are cracking and peeling and need to be replaced. The wrap does not come off in large sections, but rather in small ½" pieces. The contract would be to wrap 15 vehicles per year over 5 years for a total of 74, S70 LRVs. This will be procured using an RFP procurement with selection based on Technical criteria in addition to price.</li><li>• <b>New Communications System for Light Rail Fleet</b> - This is a procurement to purchase and install a new communications system for the light rail fleet. The current communications system in the SD100s and SD160s is approximately 20 years old. This older system requires the operator to manually call-out stations in the downtown area and does not allow us to combine S70 vehicles with the SD100/160 fleet in the same consist. Parts are becoming increasingly difficult to find and the technology is outdated. This project has been included in the capital projects budget and will be phased in over six years. This will be procured using an RFP procurement with selection based on Technical criteria in addition to price.</li></ul>



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b> Government Relations and Legislative Priorities Update	
<b>AGENDA ITEM TYPE:</b>	<b>Discussion</b> <i>The board may make motions regarding UTA positions on legislation.</i>
<b>RECOMMENDATION:</b>	Informational report for discussion. Make motions regarding UTA positions on legislation as needed.
<b>DISCUSSION:</b>	Shule Bishop, UTA Government Relations Director will report on transit-related issues before the Utah Legislature.



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Acting Chief Service Development Officer  
**PRESENTER(S):** Paul Drake, Senior Manager – Real Estate and TOD

**BOARD MEETING DATE:** January 29, 2020

<b>SUBJECT:</b>	<b>Transit Oriented Development (TOD) 2019 Annual Report and Real Estate Inventory</b>
<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational Report for Discussion
<b>BACKGROUND:</b>	Board of Trustees Policies 5.1 and 5.2 require annual reports for Real Estate and Transit Oriented Development (TOD), including results from the TOD System Analysis Tool and a property inventory.
<b>DISCUSSION:</b>	This report includes information to date on all active TOD projects including land use metrics, investment data for UTA and its partners, and revenues from TOD projects. It includes the current results of the TOD System Analysis Tool, by reporting the top ten sites for each ranking (Overall, Growth Opportunity, and Affordable Housing). It also includes a summary of property activity for 2019 and an inventory of all UTA properties.
<b>FISCAL IMPACT:</b>	None
<b>ATTACHMENTS:</b>	1) Annual Transit-Oriented Development Report and Real Estate Inventory

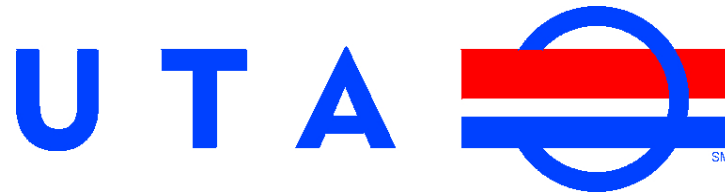


**Annual Report to the  
UTA Board of Trustees**

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

**Annual Transit-Oriented Development Report  
and  
Real Estate Inventory**

December 2019



## Executive Summary

### Purpose

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

- BTP 5.1: “The Authority will report the findings of the TOD System Analysis to the Board of Trustees at least once a year and on an as-needed basis.
- BTP 5.2: “The Executive Director will present an annual report to the Board of Trustees that includes an inventory of the Authority’s real property and a list of property acquisitions and dispositions occurring since the previous year’s report.

### Annual TOD Report

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

UTA and its partners have eleven phases of TOD completed or under construction. These projects total over 970 residential units, 570,000 square feet of office, 40,000 square feet of retail, and a 192-room hotel. This constitutes over \$328 million in private investment and \$19 million in UTA capital. UTA’s return to date totals \$24.3 million. UTA has also partnered with metropolitan planning organizations and several municipalities to further transportation and land use planning efforts around transit hubs.

### Real Estate Inventory

UTA owns and manages 2,288 acres of property with a book value of \$427.5 million. Included in this report is a listing of each property, including its classification, square footage, location, and other key data. Other UTA property interests are also summarized.

## 2019 Transit-Oriented Development (TOD) Annual Report

	Development Data					Investment Data			Revenue Data			
	Phase	Residential	Office	Retail	Hotel	Property Contributed	UTA Capital	Private Investment	2017 Revenue	2018 Revenue	2019 Revenue	Revenue to Date
<b>Sandy Civic Center "The East Village"</b>	Phase 1	269 units	0 sf	5,000 sf	0 rooms	5.29 acres	\$ 1,382,072	\$ 39,746,097	\$ -	\$ 3,502,431	\$ 75,623	\$ 3,578,054
	Phase 2	0 units	60,000 sf	0 sf	0 rooms	2.37 acres	\$ 619,423	\$ 11,200,277	\$ 67,222	\$ 989,512	\$ 406	\$ 1,057,141
	Phase 3	67 units	0 sf	0 sf	0 rooms	0.75 acres	\$ 196,804	\$ 15,249,677	\$ -	\$ 1,167,477	\$ -	\$ 1,167,477
	Phase 4	0 units	150,000 sf	0 sf	0 rooms	6.50 acres	\$ 1,698,840	\$ 32,693,470	\$ -	\$ -	\$ 3,234,646	\$ 3,234,646
	<b>Subtotal</b>	<b>336 units</b>	<b>210,000 sf</b>	<b>5,000 sf</b>	<b>0 rooms</b>	<b>14.91 acres</b>	<b>\$ 3,897,139</b>	<b>\$ 98,889,521</b>	<b>\$ 67,222</b>	<b>\$ 5,659,420</b>	<b>\$ 3,310,675</b>	<b>\$ 9,037,318</b>
<b>Jordan Valley Station</b>	Phase 1	270 units	0 sf	0 sf	0 rooms	7.50 acres	\$ 1,687,002	\$ 34,691,968	\$ 9,970,077	\$ -	\$ -	\$ 9,970,077
	Parking	0 units	0 sf	0 sf	0 rooms	0.00 acres	\$ 3,896,000	\$ -	\$ 5,170,537	\$ -	\$ -	\$ 5,170,537
	Phase 2*	207 units	0 sf	0 sf	0 rooms	2.43 acres	\$ 8,484,064	\$ 44,095,513	\$ -	\$ -	\$ -	\$ -
	Phase 3	0 units	0 sf	5,000 sf	0 rooms	1.50 acres	\$ 241,049	\$ 977,227	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>477 units</b>	<b>0 sf</b>	<b>5,000 sf</b>	<b>0 rooms</b>	<b>11.43 acres</b>	<b>\$ 14,308,115</b>	<b>\$ 79,764,708</b>	<b>\$ 15,140,614</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,140,614</b>
<b>South Jordan Station "SoJo Station"</b>	Phase 1	0 units	180,000 sf	5,000 sf	0 rooms	5.20 acres	\$ 500,000	\$ 32,759,199	\$ -	\$ -	\$ 139,408	\$ 139,408
	Phase 2	0 units	0 sf	5,000 sf	192 rooms	1.75 acres	\$ 500,000	\$ 47,264,118	\$ -	\$ -	\$ 6,287	\$ 6,287
	Phase 3*	0 units	180,000 sf	5,000 sf	0 rooms	4.55 acres	\$ 500,000	\$ 29,172,242	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>0 units</b>	<b>360,000 sf</b>	<b>15,000 sf</b>	<b>192 rooms</b>	<b>11.50 acres</b>	<b>\$ 1,500,000</b>	<b>\$ 109,195,559</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 145,695</b>	<b>\$ 145,695</b>
<b>Meadowbrook Station "The Hub of Opportunity"</b>	Phase 1*	158 units	0 sf	15,000 sf	0 rooms	2.80 acres	N/A	\$ 40,248,790	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>158 units</b>	<b>0 sf</b>	<b>15,000 sf</b>	<b>0 rooms</b>	<b>2.80 acres</b>	<b>N/A</b>	<b>\$ 40,248,790</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Program Total</b>	<b>11 Phases</b>	<b>971 units</b>	<b>570,000 sf</b>	<b>40,000 sf</b>	<b>192 rooms</b>	<b>40.64 acres</b>	<b>\$ 19,705,254</b>	<b>\$ 328,098,578</b>	<b>\$ 15,207,836</b>	<b>\$ 5,659,420</b>	<b>\$ 3,456,370</b>	<b>\$ 24,323,627</b>

\* under construction

### Station Area Planning

#### Completed in 2019

Ogden Intermodal Center   Salt Lake Central Station   Midvale Fort Union Station   West Jordan City Center  
Clearfield Station   Murray Central Station   Midvale Center Station

### TOD System Analysis Tool

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

**2019 TOD System Analysis Tool Results**

	Station	Overall Score	Municipal Support	Accessibility	Market Strength	Affordable Housing Need
Overall TOD Ranking	1 Salt Lake Central/N Temple Station	0.565	0.248	0.066	0.195	N/A
	2 Ogden Central	0.416	0.220	0.064	0.132	N/A
	3 West Jordan City Center Station	0.342	0.183	0.050	0.109	N/A
	4 Clearfield Station	0.339	0.189	0.048	0.103	N/A
	5 Farmington Station	0.334	0.163	0.064	0.108	N/A
	6 Murray Central Station	0.312	0.166	0.089	0.057	N/A
	7 American Fork Station	0.308	0.128	0.030	0.150	N/A
	8 Orem Central Station	0.302	0.141	0.069	0.093	N/A
	9 Midvale Fort Union Station	0.284	0.154	0.038	0.092	N/A
	10 Roy Station	0.283	0.143	0.050	0.090	N/A
Growth Opportunity Ranking	1 Clearfield Station	0.391	0.227	0.054	0.111	N/A
	2 West Jordan City Center	0.368	0.219	0.031	0.118	N/A
	3 American Fork Station	0.358	0.154	0.037	0.167	N/A
	4 Roy Station	0.332	0.172	0.064	0.095	N/A
	5 Historic Sandy Station	0.188	0.121	0.043	0.025	N/A
	6 Lehi Station	0.186	0.122	0.049	0.015	N/A
	7 Draper Town Center Station	0.167	0.127	0.026	0.014	N/A
	8 Fashion Place West Station	0.167	0.113	0.050	0.004	N/A
	9 5651 W Old Bingham Hwy	0.157	0.108	0.022	0.028	N/A
	10 Kimballs Lane Station	0.137	0.103	0.027	0.007	N/A
Affordable Housing Ranking	1 Salt Lake Central/N Temple Station	0.544	0.242	0.120	N/A	0.187
	2 Ogden Central	0.505	0.237	0.040	N/A	0.227
	3 Murray Central	0.504	0.200	0.066	N/A	0.238
	4 Midvale Fort Union Station	0.460	0.170	0.034	N/A	0.257
	5 1300 S Ballpark Station	0.443	0.178	0.117	N/A	0.148
	6 West Jordan City Center Station	0.430	0.208	0.052	N/A	0.170
	7 Fashion Place West Station	0.412	0.166	0.030	N/A	0.217
	8 Clearfield Station	0.409	0.183	0.036	N/A	0.191
	9 Midvale Center Station	0.406	0.165	0.022	N/A	0.219
	10 Roy Station	0.352	0.154	0.031	N/A	0.167

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

December 2019

***UTA Owned Properties***

UTA owns 811 properties with a book value of \$427,474,788.

UTA disposed of 1.12 acres and acquired 1.4 acres of property in 2018.

***Book Value of UTA Properties*** **\$427,474,788**

***Total Acreage of Properties*** **2,288 acres**

***Breakdown of Property Category***

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

2018	Transit Property <b>(TR)</b>	<b>1,802 acres</b>
	Transit Supportive Property <b>(TS)</b>	<b>79 acres</b>
	Transit / Transit Supportive Property <b>(TR/TS)</b>	<b>282 acres</b>
	Transit / TOD Property <b>(TR/TD)</b>	<b>2.85 acres</b>
	Transit Supportive / TOD Property <b>(TD/TS)</b>	<b>1.14 acres</b>
	Transit / Transit Supportive / TOD Property <b>(TR/TS/TD)</b>	<b>121 acres</b>
2019	Transit Critical <b>(TC)</b>	<b>2,167 acres</b>
	Transit-Oriented Development <b>(TOD)</b>	<b>121 acres</b>
	Surplus <b>(S)</b>	<b>0 acres</b>

**PROPERTY INVENTORY / USE LISTING**

***Definitions:***

2018 Designations:

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

Transit Supportive Development (TR/TS/TD): projects that enhance transit use, improve the quality of service provided to the Authority's riders, or generate revenue for the purpose of supporting public transit by selling, trading or leasing the Authority's real property assets. Examples of Transit Supportive Development include, without limitation (i) the development by the Authority of small structures for lease to concessionaires; or (ii) the lease of small parcels of Authority owned property for vending machines or commercial activities within its light rail transit parking or platform areas.

Transit Oriented Development Property (TD): any interest in real property acquired by the Authority not currently needed for direct transit services but capable of being utilized for Transit Oriented Development on a permanent or temporary basis.

Transit Supportive Property (TS): any interest in real property acquired by the Authority not currently needed for direct transit services but capable of being utilized for Transit Supportive Development on a permanent or temporary basis.

2019 Designations:

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

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

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

### ***Incidental Uses of Properties***

UTA licenses and leases property to third parties such as private businesses, individuals, utility companies and municipalities. These Licenses / Leases are summarized as follows:

	<u>Effective</u>	<u>In Process</u>	<u>Total</u>
Licenses and leases as of 12/31/2019 (incl. assigned from UPRR)	3,096	43	3,139

### ***Asset Protection Activities***

Physical inspections during past 12 months:

- Tintic Branch
- DRGW right of way
- Ogden property
- Central Ave. Sliver Parcel
- Bingham Industrial Lead / Dalton & Garfield Branch
- Trax Extension (1000 S. - Point of the Mountain)
- Trax Extension (Point of Mountain – Lindon)
- Sugarhouse Branch
- Various occupied and unoccupied structures throughout Utah, SL, Davis, and Weber Counties
- Various vacant parcels throughout Utah, SL, Davis, Weber, and Box Elder Counties

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

UTA’s “non-ownership” interest in property includes:

	<u>Number</u>	<u>Nature</u>
License or Leasehold interests with third party owners	20	<ul style="list-style-type: none"><li>• “Parking Lot Use Agreement” w/ U of U – for 236 parking stalls @ U of U / LDS Institute parking structure</li><li>• 99 Year lease for TPSS site</li><li>• Ten cell tower sites</li><li>• Rose Canyon access</li><li>• Meadowbrook storage access</li><li>• Park and Ride Lots (3900 S Wasatch, Provo Mall and SLC Hub)</li><li>• Tooele Bus Depot access</li><li>• Daybreak Park and Ride Lease</li><li>• Lease for Airport Welcome Center</li></ul>

Easements

241

- Airport Light Rail = 38 easements
- Bus Rapid Transit = 9 easements
- Bus Shelters = 33 easements
- Commuter Rail North = 15 easements
- Commuter Rail South = 71 easements
- Draper Light Rail = 13 easement
- Mid-Jordan Light Rail = 8 easements
- North South Light Rail = 1 easements
- Park & Ride Access = 1 easement
- Trax Power Substation= 1 easement
- West Valley Light Rail = 27 easements
- University of Utah = 23 small parcels – (Public Way Use Agreement)
- Mutual Access Easements granted by First National Bank of Layton / UTA

Shared park & ride arrangements with Third party parking lot owners

129

- LDS Church, UDOT, SL County, Valley Fair Mall, South Towne Mall, Layton Hills Mall, Newgate Mall, University Mall

Trackage Rights Access Agreement

1

- Non-exclusive right to UPRR tracks, No. Ogden ↔ Brigham City

## Real Estate Inventory List Key

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

ALRT - Airport Light Rail  
BRT - Bus Rapid Transit  
CF- Communications Facility  
COM-S - Commuter Rail South  
DRLRT - Draper Light Rail  
FTU- Future Transit Use  
MF- Maintenance Facility  
NSLRT- North South Light Rail  
PIH - Provo Intermodal Hub  
SP-1591- 1300 E 500 S Lft Turn  
TC- Transfer Center  
UPRR- Union Pacific Rail Road

BPR- Bus Park & Ride  
BS- Bus Shelter  
COM-N - Commuter Rail North  
DD- Depot District Central Garage  
EIM - Eimco (Front Line Headquarters)  
JVTOD- Jordan Valley Transit Oriented Development  
MjLRT - Mid-Jordan Light Rail  
OIH - Ogden Intermodal Hub  
SLIM - Salt Lake Intermodal Hub  
Sugarhouse- Sugarhouse Trolley  
ULRT- University Light Rail  
WVLRT - West Valley Light Rail

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

**Project Number** Property map identification number

**Category (2018)** Identifies the property category, as designated prior to current board policy, as either Transit Property (TR), Transit Supportive Property (TS), Transit Oriented Development Property (TD), or various combinations of all.

**Category (2019)** Identifies the property category as either Transit Critical (TC), Transit-Oriented Development (TOD), or Surplus (S).

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

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

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

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

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

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



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
ALRT	AP	006:A,:2A thru :13A	TR	TC	491,612	(A-9A)3000, (10-13A) 4000 W North Temple; (As of 2013 - 51 N Bangerter Hwy, 3700 & 3701 W. Terminal Drive, 3180 W. IEIGHTYWEST FWY, 3121 & 3119 & 3117 & 3527 & 3325 W. North Temple St)	Salt Lake City	No	No	Developed
ALRT	AP	012, 012:E	TR	TC	4,308	2185 W. North Temple Street	Salt Lake City	Yes	No	Developed
ALRT	AP	138, 140, 145, 147, 148, 148:E	TR	TC	81,178	540, 594, 564, 558 W. North Temple (-013 = 140 N 600 W; -014 = 126 N 600 W; -015 = 118 N 600 W; -017	Salt Lake City	No	No	Developed
ALRT	AP	139	TR	TC	4,792	112 N. 600 W.	Salt Lake City	No	No	Developed
ALRT	AP	141, 141:E 146, 146:E	TR	TC	77,101	579 W North Temple	Salt Lake City	No	No	Developed/Undeveloped
ALRT	AP	149	TR	TC	85,729	155 N. 500 W.	Salt Lake City	No	No	Developed
ALRT	AP	155:5, AP-200 North	TR/TS	TC	9,721	Approx. 200 North to 300 North along 500 West (As of 2015 - 202 N 500 W & 485 W 300 N)	Salt Lake City	No	No	Developed
BPR	BPR	001	TR	TC	198,198	2054, 2044 E 9400 S	Sandy	No	Yes	Developed
BPR	BPR	002	TR	TC	40,075	9517 S Highland Dr	Sandy	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
BPR	BPR	003	TR	TC	130,680	Riverdale Frontage Road	Riverdale	No	Yes	Developed
BRT	BRT	003	TR	TC	82	3490 S. 8000 W.	Magna	Yes	Yes	Developed
BRT	BRT	006, 006:E, 006:2E	TR	TC	529	900 W. 3300 S. (SE Corner) (3415 S. per 2012 tax notice.)	South Salt Lake City	No	No	Developed
BRT	BRT	050	TR	TC	73,486	6176 S. 5600 W.	West Valley City	Yes	No	Undeveloped
BRT	BRT	051	TR	TC	99,621	5527 W. 3500 S.	West Valley City	No	No	Developed
BRT	FTU	026, RMP Easement Wright Subdivision	TR	TC	43,560	3616 S. Market St (2825 W Lehman Ave. per 2012 tax notice.)	West Valley City	No	No	Developed
BRT - Ogden	MSP185	Pending	TR	TC	17,860	1341 County Hills Drive	Ogden	No	Yes	Developed
BS	FTU	017, 017:E	TR	TC	101	1050 W. Riverdale Rd.	Riverdale	No	Yes	Developed
BS	FTU	018, 018:E	TR	TC	60	5570 South 1900 West	Roy	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
BS	FTU	020, 020:E	TR	TC	77	20 E. Winchester	Murray	No	No	Developed
BS	FTU	028	TR	TC	93	Bus Shelter Location - 4435 S. Highland Dr. (1760 E Osage Orange Ave. per 2012 tax notice)	Salt Lake City	No	Yes	Developed
BS	FTU	1360, 1360:E	TR	TC	71	1360 East 1450 South	Layton	No	No	Developed
BS	FTU	2, 2:E	TR	TC	116	880 W. Riverdale Road	Riverdale	No	No	Developed
BS	FTU	5311, 5311:E	TR	TC	19	5311 S. State Street	Murray	No	No	Developed
BS	FTU	955, 955:E	TR	TC	103	955 West 12th Street	Ogden	No	No	Developed
CF	CF	001	TR	TC	2,062,130	SW SL County / NW Utah County		No	No	Developed
CF	CF	002	TR	TC	51,400	Top of Little Mountain	Weber	No	No	Developed
COM-N	AMEND:10	001	TR	TC	680	UTA XO X120(600 North)	SL County	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	AMEND:10	002	TR	TC	299	1050 North Grade Crossing	SL County	No	Yes	Developed
COM-N	AMEND:10	003	TR	TC	265	UTA To T120 to Yard Trk 103	SL County	No	Yes	Developed
COM-N	AMEND:10	004	TR	TC	4,263	I-15 SLC Sliver, Sec 14, T1N, R1W	SL County	No	Yes	Developed
COM-N	AMEND:10	005	TR	TC	4,996	I-15 Ogden Sliver, Sec 31, T6N, R1W		No	Yes	Developed
COM-N	AMEND:10	006	TR	TC	540	UTA To T910 to UTA Storage Trk#2		No	Yes	Developed
COM-N	AMEND:10	007	TR	TC	217	UTA To T940 & T960 To UTA #2		No	Yes	Developed
COM-N	AMEND:10	008	TR	TC	47,730	UDOT M-2038(001)		No	Yes	Developed
COM-N	AMEND:10	009	TR	TC	12,881	UDOT NS-560(1)		No	Yes	Developed
COM-N	AMEND:10	010	TR	TC	3,193	UPRR 03-099-0018 (Sliver adjacent M-2038(001))		No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	AMEND:10	011	TR	TC	66,857	Cecil Junction to 15th Street Ogden	Ogden	No	Yes	Developed
COM-N	CLD	002	TR	TC	22,367	1700 S. 1000 E.	Clearfield City	No	No	Developed
COM-N	CLD	003	TR	TC	3,636	approx. 1600 s 900 E	Clearfield	Yes	No	Developed
COM-N	CLD	006	TR	TC	1,307	1080 South 550 East	Clearfield	No	Yes	Undeveloped
COM-N	CLD	007	TR	TC	3,485	1078 South 550 East (approx.)	Clearfield	Yes	Yes	Developed
COM-N	CLD	008, 009, 010	TR	TC	17,313	430 East 700 South	Clearfield	Yes	Yes	Developed
COM-N	CLD	011	TR	TC	4,356	840 West 700 North	Clearfield	Yes	Yes	Developed
COM-N	CLD	012	TR	TC	3,485	122 West 350 North	Clearfield	Yes	Yes	Developed
COM-N	CLD	014	TR	TC	1,307	305 East 700 South	Clearfield	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	CLD	015	TR	TC	436	650 South Depot Street	Clearfield	Yes	Yes	Developed
COM-N	CLD	063	TR	TC	240	South of Antelope 1000 East	Clearfield	No	Yes	Developed
COM-N	FAR	034	TR	TC	5,349	Southwest quadrant Burke Lane at Interstate 15	Farmington	Yes	Yes	Developed
COM-N	FAR	034B	TR	TC	3,466	Southwest quadrant Burke Lane	Farmington	Yes	Yes	Developed
COM-N	FAR	15-7:12:AQ	TR/TS/TD	TOD	199,332	450 N. 850 W.	Farmington	No	No	Developed
COM-N	FAR	15-7:13D:Q	TR/TS/TD	TOD	181,651	450 N. 850 W.	Farmington	No	No	Developed
COM-N	KAY	008	TR	TC	871	151 North 600 West	Kaysville	Yes	Yes	Developed
COM-N	KAY	038, 038:E	TR	TC	526	Approx. 5000 South of Old Mill Lane	Kaysville	Yes	Yes	Developed
COM-N	KAY	039	TR	TC	128	Approx. Old Mill Village Phase 2A Open Space A	Kaysville	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	KAY	066	TR	TC	360	520 North 900 West	Kaysville	Yes	Yes	Developed
COM-N	LTN	002	TR	TC	2,538	200 S Main St.	Layton	Yes	Yes	Developed
COM-N	LTN	003:T	TR	TC	20,471	170 South Main Street	Layton	Yes	Yes	Developed/Undeveloped
COM-N	LTN	004:T	TR	TC	37,073	164 South Main Street	Layton	Yes	Yes	Developed
COM-N	LTN	009:T	TR	TC	83,192	36 South Main Street	Layton	Yes	Yes	Developed
COM-N	LTN	010:T	TR	TC	30,263	130 West Gentile Street	Layton	No	Yes	Developed
COM-N	LTN	011	TR	TC	3,325	133 West Gentile Street	Layton	No	Yes	Developed
COM-N	LTN	012	TR	TC	1,457	145 W Gentile Street	Layton	Yes	Yes	Developed
COM-N	LTN	013	TR	TC	104	175 Gentile St	Layton	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	LTN	020	TR	TC	764	377 N. Main St	Layton	Yes	Yes	Developed/Undeveloped
COM-N	LTN	026	TR	TC	1,022	1033 West Hillfield Road	Layton	Yes	Yes	Developed
COM-N	LTN	029	TR	TC	3,549	200 West Gordon Avenue	Layton	Yes	Yes	Developed
COM-N	LTN	089, 089:E, 089:2E	TR	TC	83	1755 N Celia Way, Layton 84041	Layton	Yes	No	Developed
COM-N	LTN	090, 90:E, 90:2E	TR	TC	16	1759 N Celia Way	Layton	Yes	No	Developed
COM-N	LTN	100	TR	TC	295	943 South 250 East	Layton	Yes	Yes	Developed
COM-N	NSL	004	TR	TC	852	100 West Center Street	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	012	TR	TC	174	approx. 100 North West of Main	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	016	TR	TC	2,773	685 North Main	North Salt Lake	No	Yes	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	NSL	017	TR	TC	7,606	25 East Pacific Avenue	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	018	TR	TC	9,784	20 East Union Avenue	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	019	TR	TC	16,169	25 East Union Avenue	North Salt Lake	Yes	Yes	Developed
COM-N	NSL	020	TR	TC	896	130 East 1100 North	N SLC	Yes	Yes	Developed
COM-N	OGD	014	TR	TC	593	Address not assigned, Ogden	Ogden	Yes	Yes	Developed
COM-N	OGD	040	TR/TS/TD	TOD	403,540	22nd - 23rd St West of Wall Ave.	Ogden	No	Yes	Developed/Undeveloped
COM-N	OGD	055	TR	TC	829	approx. 1700 South Glasgow Avenue	Ogden	No	Yes	Developed
COM-N	OGD	057	TR	TC	7,472	approx. 1700 South Glasgow Avenue	Ogden	No	Yes	Developed
COM-N	OGD	058	TR	TC	414	424 W. 17th Street	Ogden	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	OGD	061	TR	TC	151	424 W. 17th Street	Ogden	No	Yes	Developed
COM-N	PLV	009	TR	TC	114	2650 North 1150 West	Pleasant View	Yes	Yes	Developed
COM-N	PLV	010 & 013	TR	TC	49,223	1157 West 2700 North	Pleasant View	Yes	Yes	Developed
COM-N	PLV	011	TR	TC	1,405	2660 North 1150 West	Pleasant View	Yes	Yes	Developed
COM-N	PLV	015	TR/TS	TC	382,631	1100 W. 2700 N.	Pleasant View	Yes	Yes	Developed/Undeveloped
COM-N	ROW:UP	001	TR	TC	2,128,777			No	Yes	Preserved Corridor
COM-N	ROY	001	TR	TC	4,131	2365 West 6000 South	Roy	No	Yes	Developed
COM-N	ROY	021	TR	TC	369	5189 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	022	TR	TC	456	5177 South 2675 West	Roy	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	023	TR	TC	419	5159 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	024	TR	TC	392	5147 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	025	TR	TC	395	5129 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	026	TR	TC	431	5105 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	027	TR	TC	428	5099 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	028	TR	TC	451	5089 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	029	TR	TC	282	5077 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	030	TR	TC	224	5065 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	031	TR	TC	214	5057 South 2675 West	Roy	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	032	TR	TC	140	5045 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	033	TR	TC	107	5039 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	034	TR	TC	115	5033 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	035	TR	TC	75	5021 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	036	TR	TC	86	5015 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	037	TR	TC	149	5007 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	038	TR	TC	202	5001 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	039	TR	TC	168	4997 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	040	TR	TC	199	4977 South 2675 West	Roy	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	041	TR	TC	188	4969 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	042	TR	TC	233	4961 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	043	TR	TC	335	4951 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	044	TR	TC	367	4949 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	045	TR	TC	444	4939 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	046	TR	TC	398	4919 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	047	TR	TC	429	4901 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	048	TR	TC	469	4897 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	049	TR	TC	475	4877 South 2675 West	Roy	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	050	TR	TC	446	4875 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	051	TR	TC	370	4863 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	052	TR	TC	234	4851 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	053	TR	TC	54	4841 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	055	TR	TC	456	4809 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	056	TR	TC	671	2684 West 4800 South	Roy	Yes	Yes	Developed
COM-N	ROY	057	TR	TC	347	4777 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	058	TR	TC	409	4765 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	059	TR	TC	374	4753 South 2675 West	Roy	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	060	TR	TC	307	4741 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	061	TR	TC	297	4733 South 2675 West	Roy	Yes	Yes	Developed
COM-N	ROY	062	TR	TC	344	4721 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	063	TR	TC	368	4713 South 2675 West	Roy	Yes	No	Developed
COM-N	ROY	105:T	TR	TC	4,227	706 West 4075 South	Roy	Yes	No	Developed
COM-N	ROY	106:T	TR/TS/TD	TOD	884,707	2450 West 4000 South	Roy	Yes	Yes	Developed/Undeveloped
COM-N	ROY	110	TR	TC	18,669	3900 South to 1900 west	Roy	No	Yes	Developed
COM-N	ROY	111	TR	TC	4,074	approx. 2000 West 3650 South	Roy	No	No	Developed
COM-N	ROY	111B	TR	TC	662	approx. 2000 West 3650 South	Roy	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	ROY	112	TR	TC	337	Approx. 2460 West 4000 South	Roy	Yes	No	Developed
COM-N	SLC	020	TR	TC	51,401	476 West 200 North	Salt Lake City	Yes	Yes	Developed
COM-N	SLC	021	TR	TC	7,811	476 West 200 North (202 N 500 W per 2012 & 2015 tax notice.) (249 N 490 W Plat Map 2017)	Salt Lake City	Yes	Yes	Developed
COM-N	SLC	021B	TR	TC	2,178	476 West 200 North (now 202 N. 500 W. per 2012 tax notice.)	Salt Lake City	Yes	Yes	Developed
COM-N	SLC	022	TR	TC	42,689	476 West 200 North (485 W 300 N per tax notice 2015), (495 W 300 N Plat Map 2017)	Salt Lake City	Yes	Yes	Developed
COM-N	SLC	023	TR	TC	30,928	476 West 300 North (454 N 500 W per 2012 tax notice.)	Salt Lake City	Yes	Yes	Developed
COM-N	SLC	024	TR	TC	29,621	476 West 500 North (452 N 500 W per 2012 tax notice)	Salt Lake City	Yes	Yes	Developed
COM-N	SNT	089	TR	TC	52	2191 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	090	TR	TC	118	2205 North 450 West	Sunset	Yes	Yes	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	SNT	091	TR	TC	141	2219 North 450 West	Sunset	Yes	No	Developed
COM-N	SNT	092	TR	TC	161	2233 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	093	TR	TC	181	2247 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	094	TR	TC	201	2261 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	095:T	TR	TC	9,148	2300 North 450 West	Sunset	Yes	Yes	Developed
COM-N	SNT	096	TR	TC	365	2331 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	096B, 96:BE	TR	TC	40	482 West 2300 North	Sunset	Yes	Yes	Developed
COM-N	SNT	096D	TR	TC	206	482 West 2300 North	Sunset	Yes	Yes	Developed
COM-N	SNT	097	TR	TC	175	2353 North 475 West	Sunset	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	SNT	098	TR	TC	242	2367 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	099	TR	TC	202	2383 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	100	TR	TC	199	2397 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	101	TR	TC	190	2413 North 475 West	Sunset	No	Yes	Developed
COM-N	SNT	102	TR	TC	148	2429 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	103	TR	TC	273	2441 North 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	104	TR	TC	385	2443 North Sequoia Drive	Sunset	Yes	Yes	Developed
COM-N	SNT	105	TR	TC	515	SW Terminus of Santa Ana Street west of 475 West	Sunset	Yes	Yes	Developed
COM-N	SNT	106	TR	TC	10,368	Approx. 2450 North 475 West	Sunset	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	WBL	004	TR	TC	130,244	Approx. 350 N. I-15 Southbound On Ramp	West Bountiful	No	No	Undeveloped
COM-N	WBL	005	TR	TC	130,244	Approx. 300 N. I-15 Southbound On Ramp	West Bountiful	No	No	Undeveloped
COM-N	WBL	023	TR	TC	456	1168 North 550 West	West Bountiful	Yes	Yes	Developed
COM-N	WBL	045	TR	TC	469	approx. 1800 North 500 West	West Bountiful	Yes	Yes	Developed
COM-N	WBL	045:B, 045:E	TR	TC	121	Approx. 1800 North 500 West	West Bountiful	Yes	Yes	Developed
COM-N	WBL	045:D	TR	TC	84	Approx. 1800 North 500 West	West Bountiful	No	Yes	Developed
COM-N	WBL	046	TR	TC	252	500 South, 1100 West to I-15	West Bountiful	No	No	Developed
COM-N	WCU	001	TR	TC	690	approx. 1850 West 3300 South	Weber County	No	Yes	Developed
COM-N	WCU	002	TR	TC	523	1561 West 3300 South	Weber County	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	WCU	005	TR	TC	871	1440 West 3300 South	Weber County	Yes	Yes	Developed
COM-N	WCU	007	TR	TC	365	approx. 1570 West 3300 South	Weber County	Yes	Yes	Developed
COM-N	WX	001	TR	TC	28	Approx. 1000 West 2600 South	Woods Cross	Yes	Yes	Developed
COM-N	WX	002	TR	TC	22,664	245 E. 1100 N.	Woods Cross	Yes	Yes	Developed
COM-N	WX	005	TR	TC	113	2224 South 925 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	005:B	TR	TC	75	2224 South 925 West	Woods Cross	No	Yes	Developed
COM-N	WX	035, 035:B	TR	TC	902	885 West 1500 South Street	Woods Cross	Yes	Yes	Developed
COM-N	WX	052	TR	TC	395	1104 South 800 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	053	TR	TC	488	1088 South 800 West	Woods Cross	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	WX	054	TR	TC	2,515	1040 South 800 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	055	TR	TC	365	986 South 800 West	Woods Cross	Yes	Yes	Developed
COM-N	WX	056	TR	TC	5,227	960 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	057	TR	TC	98,010	918 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	058:T	TR	TC	90,169	898 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	059:T	TR	TC	42,253	826 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	060:T	TR	TC	14,375	800 South 800 West	Woods Cross	Yes	Yes	Developed/Undeveloped
COM-N	WX	061, 061:T	TR	TC	56,716	784 South 800 West	Woods Cross	No	Yes	Developed/Undeveloped
COM-N	WX	062	TR/TD	TC	124,320	766 W. 700 S.	Woods Cross	Yes	No	Developed/Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-N	WX	063:T	TR/TS	TC	69,565	728 West 700 South	Woods Cross	No	Yes	Developed/Undeveloped
COM-N	WX	065, 066, 066EQ	TR	TC	1,228	700 South 800 West	Woods Cross	No	Yes	Developed
COM-N	WX	067	TR	TC	172	Corner of 700 South and 800 West	Woods Cross	No	Yes	Developed
COM-S	AMEND:11	001	TR	TC	29,549	MP 757.25 to 757.28 and 705.73 to 706.10 Lakota Jct, - Eliminate Pinch & Relocate	Provo	No	No	Developed
COM-S	AMEND:11	002	TR	TC	1,504	MP 757.11 to 757.18 Lakota Jct, - Eliminate Pinch & Relocate	Provo	No	No	Developed
COM-S	AMEND:11	003	TR	TC	56,279	MP 711.02 - 711.95		No	No	Developed
COM-S	AMEND:11	004	TR	TC	10,937	MP 713.13 - 714.40 - Tract 1	American Fork	No	No	Developed
COM-S	AMEND:11	005	TR	TC	69,511	MP 713.13-714.40 - Tract 2	American Fork	No	No	Developed
COM-S	AMEND:11	006	TR	TC	107,967	MP 715.01 - 716.53	Lehi	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMEND:11	007	TR	TC	12,239	MP 717.25-717.55 - Tract 1	Lehi	No	No	Developed
COM-S	AMEND:11	008	TR	TC	18,191	MP 717.04-717.23 - Tract 2	Lehi	No	No	Developed
COM-S	AMEND:11	009	TR	TC	7,592	MP 716.61-716.69 - Tract 3	Lehi	No	No	Developed
COM-S	AMEND:11	010	TR	TC	5,520	MP 716.55-716.60 Tract 4	Lehi	No	No	Developed
COM-S	AMEND:11	011	TR	TC	198,581	Mesa Siding relocation & South Jordan Narrows MP 719.65 to 721.85		No	No	Developed
COM-S	AMEND:11	012	TR	TC	383,930	Relocate UPRR to the East (722.11 to 724.53)		No	No	Developed
COM-S	AMEND:11	013	TR	TC	47,012	MP 725.40 - 726.31		No	No	Developed
COM-S	AMEND:11	014	TR	TC	12,307	Sliver Parcel (not in 2002 PSA) MP 728.61 to 728.68 CONVEYED BY UDOT AFTER 2002 SALE		No	No	Developed
COM-S	AMEND:11	015	TR	TC	4,741	MP 732.08 - 732.32 - Tract 1		No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMEND:11	016	TR	TC	59	MP 732.03 - 732.04 - Tract 2		No	No	Developed
COM-S	AMEND:11	017	TR	TC	418,960	R/W swap and South Jordan Orange Area (6.2 map 5) MP 732.04-732.08		No	No	Developed
COM-S	AMEND:11	018	TR	TC	10,312	UTA Curve 1520 (North of 9000 South) MP 732.90 to 733.12		No	No	Developed
COM-S	AMEND:11	019	TR	TC	64,708	MP 733.88 to 734.96		No	No	Developed
COM-S	AMEND:11	020	TR	TC	2,878	Curve 1640 (South of 5900 South) MP 736.44 to 736.57		No	No	Developed
COM-S	AMEND:11	021	TR	TC	164,103	Sliver Parcel (not in 2002 PSA) MP 738.02 to 738.25 EXCEPTED OUT, NOT A SLIVER PARCEL		No	No	Developed
COM-S	AMEND:11	022	TR	TC	202,327	MP 741.57 to 742.28		No	No	Developed
COM-S	AMEND:11	023	TR	TC	6,308	MP 752.32-752.40		No	No	Developed
COM-S	AMEND:12	001	TR	TC	25,258	Salt Lake County, Provo Subdivision, 3.4c (Midvale Pinch 735.84-736.18)	Midvale	No	No	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMEND:12	002	TR	TC	52,117	Salt Lake County, Provo Subdivision, 3.4c (South of 1300 S 743.57 to 743.63 & 1300 S. to Martin Resources 743.64 to 743.76 & SLC 34 743.75 to 743.81)	Salt Lake	No	No	Developed
COM-S	AMEND:12	003	TR	TC	38,088	Salt Lake County, Provo Subdivision, 3.4c	Salt Lake	No	No	Developed
COM-S	AMEND:12	004	TR	TC	5,524	Salt Lake County, Provo Subdivision, 3.4c	Salt Lake	No	No	Developed
COM-S	AMF	001	TR	TC	67,407	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	004	TR	TC	117,399	200 North 2600 West	Lindon	Yes	No	Developed
COM-S	AMF	007, 006:E, 007:E, 007:2E, 007:3E	TR	TC	1,251	Portion of 6400 North 56050 West	American Fork	No	No	Developed
COM-S	AMF	009, 010	TR	TC	28,312	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	011, 011:E	TR	TC	28,446	5296 W. 6400 N.	American Fork	Yes	No	Undeveloped
COM-S	AMF	012	TR	TC	1,729	1300 S 500 E	American Fork	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMF	013	TR	TC	33,934	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	014, 014:ST	TR	TC	66,228	1150 South 500 East Near American Fork	American Fork	No	No	Developed
COM-S	AMF	015	TR	TC	3,514	398 E. 1100 S.	American Fork	Yes	No	Developed
COM-S	AMF	016	TR	TC	28,998	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	017, 018, 019	TR	TC	63,508	850 N. 860 E.	American Fork	Yes	No	Developed
COM-S	AMF	020	TR	TC	35,290	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	021, 021:E, 021:2E	TR	TC	44,074	7405 N. 5750 W.	American Fork	Yes	No	Developed
COM-S	AMF	022	TR	TC	3,225	500 S. 100 W.	American Fork	Yes	No	Developed
COM-S	AMF	023, 025, 026, 027, 028, 028:ST	TR	TC	18,925	383 S., 415 S., 417 S., 431 S., 433 S., 50 West Circle	American Fork	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMF	029, 030	TR	TC	8,037	Approx. 400 S 100 W	American Fork	Yes	No	Developed
COM-S	AMF	031, 031:E, 032, 032:E	TR	TC	14,465	American Fork	American Fork	No	No	Developed
COM-S	AMF	033	TR	TC	3,118	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	049; 049:E	TR	TC	10,816	463 W. 200 S.	American Fork	No	No	Developed
COM-S	AMF	051	TR	TC	20,405	410 W. 200 S.	American Fork	Yes	No	Developed
COM-S	AMF	052	TR	TC	24,221	American Fork	American Fork	Yes	No	Developed
COM-S	AMF	053, 054, 055	TR	TC	27,924	6670 W. 7750 N. & 7086 W. 7750 N. & 7110 W. 7750 N.	American Fork	No	No	Developed
COM-S	AMF	056 (Parcel 2)	TR	TC	20,000	6786 W. 7750 N.	American Fork	No	No	Developed
COM-S	AMF	056 (Parcel 1)	TR	TC	313,234	6786 W. 7750 N.	American Fork	No	No	Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	AMF	058, 059	TR	TC	75,505	7800 N. 6800 W. & American Fork UT, 84003	American Fork	No	No	Developed
COM-S	AMF	060	TR	TC	8,146		American Fork	No	No	Developed
COM-S	AMF	066	TR	TC	2,903	6500 North 5300 West	American Fork	Yes	No	Developed
COM-S	BLU	001, 001:E, 038:E	TR	TC	10,555	Approx. 900 W. 1700 S.	Bluffdale	No	No	Developed
COM-S	BLU	002, 002B	TR	TC	50,990	1302 West Jordan Narrows Road (16400 S. Pony Express Rd. per 2012 tax notice)	Bluffdale	Yes	No	Developed
COM-S	BLU	006, 008	TR	TC	33,886	16311 S Camp Williams Rd. (16200, 16400 S. Pony Express Rd. per 2012 tax notices)	Riverton	Yes	No	Developed
COM-S	BLU	009	TR	TC	8,458	1361 W 16101 S	Bluffdale	Yes	No	Developed
COM-S	BLU	015, 015:E, 015:2E, 040	TR	TC	14,446	1300 W. 15200 S. (15000 S. per 2012 tax notice)	Bluffdale	Yes	No	Developed
COM-S	BLU	016, 016B, 016:2E, 016:3E, 017, 017B, 017:2E, 017:3E	TR	TC	5,526	14820 S 1300 W9 (2013 - 14844 & 14996 S 1300 W)	Bluffdale	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	BLU	018	TR	TC	70,928	14871 S. 1300 W.	Riverton	No	No	developed
COM-S	BLU	019, 020	TS	TC	2,047,473	1269 West 14600 South	Bluffdale	No	No	Undeveloped
COM-S	BLU	023	TR	TC	18,876	800 W. 14600 S.	Bluffdale	Yes	No	Developed
COM-S	BLU	024	TR	TC	1,680	1012 W. 14600 S.	Bluffdale	Yes	No	Developed
COM-S	BLU	029	TR/TS/TD	TOD	256,133	613 W. 13300 S.	Draper	No	No	Developed/Undeveloped
COM-S	BLU	031	TR	TC	648	451 West 13124 South (2013 - 12673 Vista Station Blvd)	Bluffdale	No	No	Developed
COM-S	BLU	032	TR	TC	455	451 West 13124 South (2013 - 12673 Vista Station Blvd)	Bluffdale	No	No	Developed
COM-S	BLU	033, 33:2, 33:3	TR	TC	3,621	16131 S. Camp Williams Rd.	Bluffdale	Yes	No	Developed
COM-S	BLU	034, 035	TR	TC	162,070	1200 W 16000 S (15200 S Pony Express Rd. per 2012 tax notice)	Bluffdale	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	BLU	036	TR	TC	6,556	1500 W. 15700 S. (15200 S Pony Express Rd, and 15301 S 1300 W per 2012 tax notice)	Bluffdale	Yes	No	Developed
COM-S	BLU	041	TR	TC	7,085	15500 South 1300 West	Bluffdale	No	No	Developed
COM-S	BLU	044	TR	TC	772	15301 S. 1300 W.	Bluffdale	Yes	No	Developed
COM-S	DRA	001, 001:B, 001:E	TR	TC	33,164	438 W. 12300 S.	Draper	Yes	No	Developed
COM-S	DRA	002	TR	TC	6,067	477 West 12300 South	Draper	No	No	Developed
COM-S	DRA	005:T, 007:T	TR	TC	13,649	484 West 12300 South (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	006:T	TR	TC	1,221	482 West 12301 South (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	008:T	TR	TC	4,653	472 West 12300 South (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	009:T	TR	TC	61,043	490 West 12101 South (2013 - 490 W 12300 S)	Draper	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	DRA	010:T	TR	TC	5,977	11875 South 700 West (2013 - 490 W 12300 S)	Draper	No	No	Developed
COM-S	DRA	011:T	TR	TC	4,235	11875 S 700 West	Draper	No	No	Developed
COM-S	DRA	012, 012:E, 012:2E	TR	TC	35,314	11875 S. 700 W.	Draper	Yes	No	Undeveloped
COM-S	DRA	013, 013:E	TR	TC	51,948	11713 S. 700 W. (425 w 11400 S per 2012 tax notice)	Draper	Yes	No	Developed
COM-S	DRA	015	TR	TC	2,747	501 W 12300 S	Draper	Yes	No	Developed
COM-S	DRA	016	TR	TC	359	12225 South Galena Park Blvd	Draper	Yes	No	Developed
COM-S	DRA	018:T	TR	TC	40,458	483 West 12300 South	Draper	No	No	Developed
COM-S	LEH	002, 002:E, 002:2E	TR	TC	395	700 S. Center Street	Lehi	Yes	No	Developed
COM-S	LEH	008, 008:E; 008:B, 008:2E	TR	TC	97	431 W. 200 S.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	009, 009:E, 010B	TR	TC	1,654	404 W. 200 S.	Lehi	Yes	No	Developed
COM-S	LEH	010:ST, 010:A	TR	TC	4,050	143 S. 400 W.	Lehi	Yes	No	Developed
COM-S	LEH	011	TR	TC	869	411 W. 100 S.	Lehi	Yes	No	Developed
COM-S	LEH	012, 082	TR	TC	1,455	portion of 420 W. 100 S.	Lehi	Yes	No	Developed
COM-S	LEH	013, 013:E	TR	TC	1,474	441 West Main Street (part of) .0338 Acres	Lehi	No	No	Developed
COM-S	LEH	014:T, 014B	TR	TC	1,288	430 W. Main & 41 N. 400 W.	Lehi	No	No	Developed
COM-S	LEH	015:T, 015B	TR	TC	555	65 N. 400 W.	Lehi	Yes	No	Developed
COM-S	LEH	016	TR	TC	8	Rodeo/500 W.	Lehi	No	No	Developed
COM-S	LEH	017	TR	TC	32	Rodeo/ 500 W.	Lehi	No	No	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	018:T; 018B	TR	TC	1,070	93 N. 400 W.	Lehi	Yes	No	Developed
COM-S	LEH	022, 022:E	TR	TC	2,178		Lehi	No	No	Developed
COM-S	LEH	023, 023:E	TR	TC	414	WD/Allred Park	Lehi	Yes	No	Developed
COM-S	LEH	024	TR	TC	3,495	WD/Allred Park	Lehi	No	No	Developed
COM-S	LEH	025	TR	TC	9,625	620 N. Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	026, 026:E, 026:2E	TR	TC	13	644 N Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	027, 027:E, 027:2E	TR	TC	618	660 N. Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	028, 028:E, 28:2E	TR	TC	422	680 N. Woods Drive	Lehi	Yes	No	Developed
COM-S	LEH	029, 029:E, 029:2E	TR	TC	422	706 N. Woods Dr.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	030, 030:E, 030:2E, 030:3E	TR	TC	433	726 N. Woods Drive	Lehi	Yes	No	Developed
COM-S	LEH	031, 031:E, 031:2E, 031:3E	TR	TC	485	748 N. Woods Dr.	Lehi	Yes	No	Developed
COM-S	LEH	032, 032:E, 032:2E, 032:3E	TR	TC	667	768 N. Woods Drive	Lehi	Yes	No	Developed
COM-S	LEH	033, 033:E	TR	TC	820	782 N. Woods Dr.	Lehi	No	No	Developed
COM-S	LEH	034, 034:E, 034:2E	TR	TC	96	812 N. Timber Dr.	Lehi	Yes	No	Developed
COM-S	LEH	035, 035:E, 035:2E	TR	TC	623	826 N. Timber Drive	Lehi	Yes	No	Developed
COM-S	LEH	036, 036:E	TR	TC	352	850 N. Timber Drive	Lehi	Yes	No	Developed
COM-S	LEH	037, 037:E, 037:2E	TR	TC	360	862 N. Timber Dr.	Lehi	Yes	No	Developed
COM-S	LEH	038, 038:E, 038:2E	TR	TC	544	876 N. Timber Drive	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	039, 039:E, 039:2E	TR	TC	18,553		Lehi	Yes	No	Developed
COM-S	LEH	040, 040:E, 040:2E	TR	TC	20,047	1200 W. 1220 N.	Lehi	Yes	No	Developed
COM-S	LEH	041, 041:E	TR	TC	5,099	1346 W. 1220 N.	Lehi	Yes	No	Developed
COM-S	LEH	042, 042:E	TR	TC	5,709	Vacant Land (Approx. 1500 W. 1350 N.)	Lehi	Yes	No	Developed
COM-S	LEH	043, 043:E	TR	TC	11,607	Approx. 1600 W. 1500 N.	Lehi	Yes	No	Developed
COM-S	LEH	045, 045:E, 046, 047	TR	TC	28,903	9152 W. 9600 N.	Lehi	Yes	No	Developed
COM-S	LEH	048, 048:E	TR	TC	977	Greenfield Park	Lehi	No	No	Developed
COM-S	LEH	049, 049:E	TR	TC	1,228	1839 W. 1835 N.	Lehi	Yes	No	Developed
COM-S	LEH	050, 050:E	TR	TC	795	1848 W. 1835 N.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	051, 051:E	TR	TC	1,076	1884 N. 1935 W.	Lehi	Yes	No	Developed
COM-S	LEH	052, 052:E	TR	TC	733	1915 N. 1935 W.	Lehi	Yes	No	Developed
COM-S	LEH	053, 053:E	TR	TC	11,166	Lehi, UT 84043	Lehi	Yes	No	Developed
COM-S	LEH	054, 054:E	TR	TC	10	2218 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	055, 055:E	TR	TC	744	2124 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	056, 056:E	TR	TC	364	2136 N. 2230 W.	Lehi	No	No	Developed
COM-S	LEH	057, 057:E	TR	TC	260	2142 N 2230 W	Orem	Yes	No	Developed
COM-S	LEH	058, 058:E	TR	TC	260	2150 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	059, 059:E	TR	TC	260	2158 N. 2230 W.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	060, 060:E	TR	TC	260	2168 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	061, 061:E	TR	TC	260	2178 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	062, 062:E	TR	TC	253	2266 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	063, 063:E	TR	TC	491	2192 N. 2230 W.	Lehi	Yes	No	Developed
COM-S	LEH	064, 064:E	TR	TC	19	2238 W 2150 N	Lehi	Yes	No	Developed
COM-S	LEH	065, 065:E	TR	TC	151	2208 N 2270 W	Lehi	Yes	No	Developed
COM-S	LEH	066, 066:E	TR	TC	427	2218 N 2270 W	Lehi	Yes	No	Developed
COM-S	LEH	067, 067:E	TR	TC	478	2230 N. 2270 W.	Lehi	Yes	No	Developed
COM-S	LEH	068, 068:E	TR	TC	370	2235 N. 2270 W.	Lehi	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	069, 069:E, 069:2E	TR	TC	378	2280 N. 2350 W.	Lehi	Yes	No	Developed
COM-S	LEH	070, 070:E	TR	TC	314	2288 N. 2350 W.	Lehi	Yes	No	Developed
COM-S	LEH	071, 071:E	TR	TC	247	2296 N 2350 W	Lehi	Yes	No	Developed
COM-S	LEH	072, 072:E	TR	TC	206	2304 N 2350 W	Lehi	Yes	No	Developed
COM-S	LEH	073, 073:E	TR	TC	288	2316 N . 2350 W.	Lehi	Yes	No	Developed
COM-S	LEH	074	TR	TC	511	2332 N. 2350 W.	Lehi	No	No	Developed
COM-S	LEH	075:T	TR	TC	6,254	Lehi	Lehi	Yes	No	Developed
COM-S	LEH	076	TR	TC	260	Open Space, Lehi, UT 84043	Lehi	Yes	No	Developed
COM-S	LEH	077, 077:B, 077:E, 077:2E, 077:3E	TR	TC	28,961	part of 3100 N. and 3300 N. Garden Drive	Lehi	Yes	No	Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	079, 079:B, 079:D	TR	TC	110,777	part of 3100 N. and 3300 N. Garden Drive	Lehi	Yes	No	Undeveloped
COM-S	LEH	080	TR	TC	479,160		American Fork	No	No	Undeveloped
COM-S	LEH	084	TR	TC	4,449		Lehi	Yes	No	Developed
COM-S	LEH	085	TR	TC	6,275	3049 W. Executive Parkway	Lehi	Yes	No	Developed
COM-S	LEH	088	TR	TC	6,919	Approx. 11000 W. 11600 N.	Lehi	No	No	Developed
COM-S	LEH	089, 089:ST	TR	TC	1,793	No address listed by assessor	Lehi	Yes	No	Developed
COM-S	LEH	090, 90:E	TR	TC	707	portion of 1036 W. Timber Drive	Lehi	Yes	No	Developed
COM-S	LEH	093, 093B, 093:E	TR	TC	1,775	Rodeo/500 W.	Lehi	No	No	Developed
COM-S	LEH	098	TR	TC	918	2000-2400 West 2100 North	Lehi	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	LEH	400W-1, 2, 3	TR	TC	67,462	400 West from Main Street to 200 South - Street Purchase	Lehi	No	No	Developed
COM-S	MUR	004	TR	TC	1,861	6234 S. 300 W.	Murray	Yes	No	Developed
COM-S	MUR	005, 005:E	TR	TC	17	6160 S. 357 W.	Murray	Yes	No	Developed
COM-S	MUR	006, 006:E, 006:2E, 006:B, 007, 007:E, 007:2E	TR	TC	735	338 W. 6160 S. & 6114 S. 350 W. (6100 S 300 W per 2012 Tax Notice)	Murray	Yes	No	Developed
COM-S	MUR	008, 008:E, 008:2E	TR	TC	105	6130 S. 350 W.	Murray	Yes	No	Developed
COM-S	MUR	009, 009:E, 009:2E	TR	TC	123	6110 S. 350 W. B	Murray	Yes	No	Developed
COM-S	MUR	012, 012:E, 012:2E	TR	TC	1,526	5914 S. 350 W.	Murray	Yes	No	Developed
COM-S	MUR	013, 013:E, 055:E	TR	TC	2,606	328, 358 W. 5900 S.	Murray	No	No	Developed
COM-S	MUR	016	TR	TC	3,537	5790 S. 300 W. (5788 S. per Tax Id. No.)	Murray	Yes	No	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	017, 017:E	TR	TC	2,029	5780 S. 300 W. (5778 So. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	018, 018:E, 018:2E	TR	TC	3,676	5680 S. 300 W. (5678 S. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	019, 019:E, 020	TR	TC	6,881	5650-5662 S. 300 W. (5648 S per 2012 tax notice. [-003]); (5664 S per 2012 tax notice. [-004])	Murray	Yes	No	Developed
COM-S	MUR	021	TR	TC	18,783	5590 S. 300 W. (5604 So. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	022	TR	TC	2,936	5568 S. 300 W.	Murray	Yes	No	Developed
COM-S	MUR	023, 023:E	TR	TC	2,486	312 W. Anderson Avenue (5560 S.) #SEG (310 W. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	024	TR	TC	528	5510 S. 300 W.	Murray	No	No	Developed
COM-S	MUR	025, 026, 027	TR	TC	218,671	149,151, 171 West Vine Street	Murray	No	No	Developed
COM-S	MUR	028, 028:E	TR	TC	26,852	100 W. 4th Ave. (136 W. Vine St. pper 2012 tax notice.)	Murray	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	030, 030:E	TR	TC	2,444	4800 S. 153 W. (153 W. Vine St. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	031, 031:E	TR	TC	338	4642-4656 S. 160 W. (4640 S per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	032	TR	TC	2,530	4538 S. 160 W. (153 W 4500 S per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	033	TR	TC	270	4537 S. 200 W.	Murray	Yes	No	Developed
COM-S	MUR	034	TR	TC	19,737	175 W. 4500 S.	Murray	Yes	No	Developed
COM-S	MUR	035, 035:E	TR	TC	2,194	120 W Fireclay Ave.	Murray	No	No	Developed
COM-S	MUR	036, 036:E	TR	TC	2,743	175 W. Central Ave. #REAR	Murray	No	No	Developed
COM-S	MUR	037, 037:E, 037:2E, 037:3E	TR	TC	413	4010 S. Howick St. (4008 S. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	MUR	039, 039:E	TR	TC	82	3942 S. Howick Street (299 W 3900 S per 2012 tax notice.)	Murray	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	041, 041:E	TR	TC	1,607	3808 S. 300 W.	Murray	No	No	Developed
COM-S	MUR	042, 042:2	TR	TC	8,965	205 W. 4500 S.	Murray	Yes	No	Developed
COM-S	MUR	043	TR	TC	998	573 W. 2890 S.	Salt Lake City	Yes	No	Developed
COM-S	MUR	044	TR	TC	311	154 W. 4800 S.	Salt Lake City	Yes	No	Developed
COM-S	MUR	048, 048:E	TR	TC	656	part of 174 W. 4800 S.	Murray	Yes	No	Developed
COM-S	MUR	050, 050:E	TR	TC	107	6160 S. 357 W.	Murray	Yes	No	Developed
COM-S	MUR	051, 051:E	TR	TC	94	5948-5956 South 350 West	Murray	Yes	No	Developed
COM-S	MUR	052, 052:E	TR	TC	208	5948-5956 South 350 West	Murray	Yes	No	Developed
COM-S	MUR	053, 053:E	TR	TC	199	5932 S. 350 W.	Murray	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	MUR	054, 054:E, 054:2E	TR	TC	249	5918-5924 S. 350 W. (5916 So. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	056	TR	TC	340	168 W. 4800 S. (166 W. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	057	TR	TC	447	158 W. 4800 S.	Murray	Yes	No	Developed
COM-S	MUR	058	TR	TC	53	156 W. 4800 S. (160 W per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	064	TR	TC	1,844	5958 S. 350 W. (5960 So. per 2012 tax notice.)	Murray	Yes	No	Developed
COM-S	MUR	067, 067B, 067D, 067:E	TR	TC	16,195	219 W. Central Avenue (217 W. per 2012 tax notice.)	Murray	No	No	Developed
COM-S	ORM	000	TR/TS/TD	TOD	58,066	1357 W. 800 S.	Orem	No	Yes	Developed
COM-S	ORM	003, 003:E	TR	TC	1,199	1054 W. 1290 S.	Orem	No	No	Developed
COM-S	ORM	005	TR	TC	4,935	1200 S. 1200 W.	Orem	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	ORM	007,006	TR	TC	36,493	Approx. 1100 S. 800 W.	Orem	No	No	Developed
COM-S	ORM	008,009	TR/TS/TD	TOD	358,209	1000 S. 1200 W.	Orem	No	Yes	Undeveloped
COM-S	ORM	010,010:ST	TR/TS/TD	TOD	60,463	1341 W. 800 S.	Orem	No	Yes	Developed
COM-S	ORM	011,011:ST,011ST:E	TR	TC	11,239	1348 W. 800 S.	Orem	No	No	Developed
COM-S	ORM	012	TR	TC	1,945	779 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	013	TR	TC	1,293	769 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	014	TR	TC	981	759 S 1370 W	Orem	No	No	Developed
COM-S	ORM	016	TR	TC	1,099	743 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	017	TR	TC	1,040	731 S. 1370 W.	Orem	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	ORM	018	TR	TC	1,040	723 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	019	TR	TC	1,040	713 S 1370 W	Orem	Yes	No	Developed
COM-S	ORM	020	TR	TC	1,053	707 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	021	TR	TC	1,039	701 S. 1370 W.	Orem	Yes	No	Developed
COM-S	ORM	022	TR	TC	1,850	1431 W. 650 S.	Orem	Yes	No	Developed
COM-S	ORM	023	TR	TC	1,515	1432 West 650 South	Orem	Yes	No	Developed
COM-S	ORM	024	TR	TC	425	1438 W. 650 S.	Orem	Yes	No	Developed
COM-S	ORM	025	TR	TC	808	623 S 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	026	TR	TC	904	611 S 1470 W	Orem	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	ORM	027	TR	TC	720	601 S. 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	028	TR	TC	720	591 S. 1470 W.	Orem	No	No	Developed
COM-S	ORM	029	TR	TC	720	579 S. 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	030	TR	TC	880	571 S. 1470 W.	Orem	Yes	No	Developed
COM-S	ORM	038, 038:E, 039, 039:E, 040, 040:E	TR	TC	6,376	part of 435 & 519 S. Geneva Road	Orem	Yes	No	Undeveloped/Developed
COM-S	ORM	UVU-1, UVU-2	TR/TS/TD	TOD	1,215	800 S. University Parkway	Orem	No	No	Developed
COM-S	PRV	001, 001:E	TR	TC	13,966	376 E. 900 S.	Provo	Yes	No	Developed
COM-S	PRV	002	TR	TC	9,647		Provo	No	No	Developed
COM-S	PRV	003	TR	TC	8,615	Part of 600 N. 300 W.	Provo	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	PRV	004, 005, 006	TR	TC	8,658	801 S. 250 E.	Provo	Yes	No	Developed
COM-S	PRV	007	TR	TC	3,601	765 S. 100 E.	Provo	Yes	No	Developed
COM-S	PRV	008, 009	TR	TC	7,732	55 E. 680 S.	Provo	Yes	No	Developed
COM-S	PRV	010, 011	TR	TC	3,743	600 S. 250 W.	Provo	Yes	No	Developed
COM-S	PRV	012, 012ST	TR	TC	1,967	283 W. 600 S.	Provo	Yes	No	Developed
COM-S	PRV	013	TR	TC	2,601	1900 West 600 North	Provo	Yes	No	Developed
COM-S	PRV	014, 014:2E	TR	TC	3,672		Provo	Yes	No	Developed
COM-S	PRV	018	TR	TC	143,847	2575 W. 1680 N.	Provo	No	No	Developed
COM-S	PRV	021, 022, 048:1, 048:2	TR	TC	1,843	700 S. 300 W.	Provo	Yes	No	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	PRV	029, 029:E	TR	TC	2,196	530 W. 2000 S.	Provo	Yes	No	Developed
COM-S	PRV	030	TR	TC	11,611	1000 W. 1600 S.	Provo	Yes	No	Developed
COM-S	PRV	031	TR	TC	685	370 North Draper Lane	Provo	Yes	No	Developed
COM-S	PRV	032, 033:1, 033:2	TR	TC	8,408	Part of 600 N. Draper Lane	Provo	Yes	No	Developed
COM-S	PRV	034, 034:E, 034:2E	TR	TC	1,837	650 S. 200 W.	Provo	Yes	No	Developed
COM-S	PRV	039:T	TR	TC	6,970		Provo	Yes	No	Developed
COM-S	PRV	040	TR	TC	3,123	455 South 900 West	Provo	Yes	No	Developed
COM-S	PRV	050	TR	TC	1,620	750 S. 650 W.	Provo	Yes	No	Developed
COM-S	PRV	052, 052:E, 052:2E	TR	TC	449	623 S. 700 W.	Provo	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	PRV	078	TR	TC	1,261	670 S. 100 E.	Provo	Yes	No	Developed
COM-S	PRV	080	TR	TC	399	600 S. 300 W.	Provo	Yes	No	Developed
COM-S	PRV	085	TR	TC	1,800	450 East 900 South	Provo	Yes	No	Developed
COM-S	SAN	001, 1:E, 2, 2:E, 11, 11:E, 11:2E, 13:E	TR	TC	5,785	459, 474 W 10000 S, 9765 S 500 W (2013 - 9767 S. Parkway, 9869 & 9901 S Jordan Gateway,	Sandy	No	No	Developed
COM-S	SAN	003 & 004, 003B, 003:E, 003:2E 003:4E	TR	TC	91,618	9424, 9768 S. 300 W.	Sandy	Yes	No	Developed/Undeveloped
COM-S	SAN	005, 005:E	TR	TC	1,502	9238-9334 S 370th West (410 W 9400 S per 2012 tax notice)	Sandy	Yes	No	Developed
COM-S	SAN	006, 006:E, 006:2E, 007, 007:E , 007:2E, 007:3E	TR	TC	2,562	9150 S. 300 W. (9162 S per 2012 tax notice for both)	Sandy	Yes	No	Developed
COM-S	SAN	008, 008:E, 008:2E, 008:3E	TR	TC	424	9110 S. 300 W.	Midvale	Yes	No	Developed
COM-S	SAN	009, 009:E, 009:2E	TR	TC	723	9084 S. 300 W.	Sandy	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SAN	010, 010:E, 010:2E, 010:3E	TR	TC	423	355-385 W. 9000 S.	Midvale	Yes	No	Developed
COM-S	SLC	001, 001:E	TR	TC	241	3766 S. 300 W.	South Salt Lake	Yes	No	Developed
COM-S	SLC	003, 003:E, 004, 004:E	TR	TC	236	3732 & 3724 S. 300 W.	Salt Lake City	Yes	No	Developed
COM-S	SLC	005, 005:E	TR	TC	60	3690 S. 300 W.	Salt Lake City	No	No	Developed
COM-S	SLC	006, 006:E	TR	TC	294	3650 S. 300 W.	Salt Lake City	Yes	No	Developed
COM-S	SLC	007	TR	TC	4,180	3636 S. 300 W. (3634 S. per 2012 tax notice.)	Salt Lake City	Yes	No	Developed
COM-S	SLC	008	TR	TC	3,088	3596-3604 S. 300 W. (3594 S per 2012 tax notice.)	Salt Lake City	No	No	Developed
COM-S	SLC	009, 009:E, 010, 010:E	TR	TC	1,968	3592 S & 3586 S. 300 W. (3590 So. per 2012 tax notice.)	Salt Lake City	No	No	Developed
COM-S	SLC	011, 011:E, 012, 012:E, 013, 013:E	TR	TC	5,176	3580, 3572, 3566 S. 300 W. - Revised addresses per 2012 tax notice. (3578 S. for -015 [prev. 3580]); (3564 So. for -003 [prev. 3566])	Salt Lake City	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SLC	014, 014:E	TR	TC	2,139	3530 S 300 W	Salt Lake City	No	No	Developed
COM-S	SLC	016, 016:E	TR	TC	1,920	3202 S. 460 W. (450 W 3300 S per 2012 tax notice.)	South Salt Lake	No	No	Developed
COM-S	SLC	017	TR	TC	6,333	3180 S. Davis Drive (3182 S. per 2012 tax notice.)	Salt Lake City	Yes	No	Developed
COM-S	SLC	018	TR	TC	3,413	3140 S. Davis Drive (460 W)	South Salt Lake City	No	No	Developed
COM-S	SLC	019, 019:E	TR	TC	2,970	3124 S. Davis Drive	Salt Lake City	Yes	No	Developed
COM-S	SLC	020, 020:E	TR	TC	10,841	3096 S. 460 W. (Davis Drive)	Salt Lake City	No	No	Developed
COM-S	SLC	021	TR	TC	6,479	3052 S. Davis Drive	South Salt Lake	No	No	Developed
COM-S	SLC	022, 022:E, 022:3E	TR	TC	23,415	573 W. 2890 S.	Salt Lake City	Yes	No	Developed
COM-S	SLC	023, 23B, 23E	TR	TC	154,103	573 W 2890 South, SLC	Salt Lake City	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SLC	024, 024:E	TR	TC	3,311	2747 S. 600 W. # APXBT (2772 S. per 2012 tax notice.)	South Salt Lake City	No	No	Developed
COM-S	SLC	025	TR	TC	4,019	1890 S. 500 W.	Salt Lake City	No	No	Developed
COM-S	SLC	028, 028:E, 028:2E	TR	TC	320	536 W. Pickett Circle	Salt Lake City	Yes	No	Developed
COM-S	SLC	030	TR	TC	7,430	551 W. 1700 S.	Salt Lake	No	No	Developed
COM-S	SLC	031, 031:E	TR	TC	35,046	550 W. 1700 S.	Salt Lake City	No	No	Developed
COM-S	SLC	032, 032:E, 032:2E, 032:3E	TR	TC	11,407	1514 S. 500 W. (1532 S. per 2012 tax notice.)	Salt Lake City	No	No	Developed
COM-S	SLC	033	TR	TC	2,929	525 W. 1300 S.	Salt Lake City	No	No	Developed
COM-S	SLC	035, (023 ~ property trade)	TR	TC	44,555	614 W. 600 S.	Salt Lake City	Yes	No	Developed
COM-S	SLC	039, 039:E	TR	TC	615	619 W. 700 S. (618 W. 800 S. per 2012 tax notice.)	Salt Lake City	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SLC	043, 043:E	TR	TC	67	3650 S. 300 W.	Salt Lake City	Yes	No	Developed
COM-S	SLC	045, 045:E	TR	TC	17,745	1050 S. 500 W. (1052 S. per 2012 tax notice.)	Salt Lake City	No	No	Developed
COM-S	SLC	047	TR	TC	7,788	604 West 700 South	Salt Lake City	No	No	Developed
COM-S	SLC	048	TR	TC	3,960	615 W. 800 S.	Salt Lake City	No	No	Developed
COM-S	SLC	051		TC		643 West 800 South	Salt Lake City			Developed
COM-S	SOJ	002, 002:E	TR	TC	2,953	part of 11351 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	003, 003:E	TR	TC	991	11337 S. 445 W. (11295 S. per 2012 tax notice)	South Jordan	Yes	No	Developed
COM-S	SOJ	004	TR	TC	1,792	11321 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	005	TR	TC	2,288	11295 S. 445 W.	South Jordan	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SOJ	006	TR	TC	1,656	11279 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	007	TR	TC	1,487	portion of 11263 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	008, 009	TR	TC	2,858	11231 S. 445 W.	South Jordan	Yes	No	Developed
COM-S	SOJ	010	TR	TC	21,551	11065 South Sterling Veiw Drive	South Jordan	No	No	Developed
COM-S	SOJ	012, 012:B, 012:E, 012:2E, 012:3E, 012:4E, 012:5E	TR	TC	1,327	10726 S. 418 W. (10715 S Jordan Gateway per 2012 tax notice.)	South Jordan	Yes	No	Developed
COM-S	SOJ	013, 013:E, 013:2E, 013:3E, 013:4E, 013:5E	TR	TC	7,872	10619 South Jordan Gateway (10617 S per 2012 tax notice)	South Jordan	No	No	Developed
COM-S	SOJ	014, 014:E	TR	TC	10,007	10512 S. 300 W.	South Jordan	No	No	Developed
COM-S	SOJ	015, 015:E; 015:2E	TR	TC	5,596	10499 South Jordan Gateway	South Jordan	No	No	Developed
COM-S	SOJ	016:T, 016:3E (RMP Wo# 005499863)	TR/TS/TD	TOD	33,751	10447 S. Jordan Gateway	South Jordan	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
COM-S	SOJ	017, 018, 017:E, 017:2E, 018:E	TR	TC	14,231	10401, 10421 S. Jordan Gateway	South Jordan	No	No	Developed
COM-S	SOJ	019, 020, 023	TR/TS/TD	TOD	201,926	10278 S 300 W, 10351 & 10383 S Jordan Gateway	South Jordan	No	No	Undeveloped
COM-S	SOJ	021	TR/TS/TD	TOD	75,680	10278 S. 300 W. (2012 - 10333 S. Jordan Gateway)	South Jordan	No	No	Developed
COM-S	SOJ	022, 024, 024:E, 024:2E, 028	TR/TS/TD	TOD	31,653	10278 S. 300 W. (377 W 10200 S per 2012 Tax Notice)	South Jordan	No	No	Undeveloped
COM-S	SOJ	025B, 025B:E, 025B:2E, 025B:3E, 025B:4E, 025B:5E	TR	TC	8,970	10200 S. 406 W. (364 W 10200 S, 10097 S Jordan Gateway per 2012 tax notice)	South Jordan	No	No	Developed
COM-S	VIN	002	TR	TC	385,440	ROW between 1600 N. & 400	Vineyard	Yes	No	Developed
COM-S	VIN	002B, 002D	TR	TC	1,938	ROW between 1600 N. & 400	Vineyard	Yes	No	Developed
COM-S	VIN	003	TR	TC	8,672	257 S. Vineyard Road	Vineyard	Yes	No	Developed
COM-S	VIN	006	TR	TC	239	A portion of Vineyard road just north of the 3600 North intersection	Vineyard	Yes	No	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
DD	MSP102	001	TR	TC	10,890	714 & 716 West 300 South	Salt Lake	No	No	Developed
DD	MSP102	003	TR/TS	TC	5,395	716 West 300 South	Salt Lake	No	Yes	Developed
DD	MSP102	004	TR/TS	TC	1,562	400 South 600 West	Salt Lake City	No	Yes	Developed
DRLRT	DRE	003:T	TR	TC	643	362 E 11400 S (361 E per 2012 tax notice)	Draper	No	No	Developed
DRLRT	DRE	009, 009:E	TR	TC	389	12091 S. 800 E.	Draper	No	No	Developed
DRLRT	DRE	011, 011:E, 011:2E	TR	TC	5,646	781 E. 11900 S. (Vacant 11900 S. State (800 E. per 2012 tax notice)	Draper	No	Yes	Developed
DRLRT	DRE	015, 15:E	TR	TC	221,000	1075 - 1085 E. 12300 S. (2013 - 1085 & 1086 E Draper Pkwy & 1134 E Pioneer Rd)	Draper	No	Yes	Developed
DRLRT	DRE	017:T, 018:T, 017:E	TR	TC	113,692	11824, 11832, 11840 S 700 E	Draper	No	Yes	Undeveloped
DRLRT	DRE	019, (19:E, 19:2E conveyed by UTA)	TR	TC	53,934	689 E 11900 So (2013 -- 11868 S 700 E & 636 E Kimballs Ln)	Draper	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
DRLRT	DRE	021:T	TR	TC	117,612	11400 S. 361 E. (358 E La Vera Lane per 2011 tax notice)	Sandy	No	No	Undeveloped
DRLRT	DRE	022:T	TR	TC	89,734	331 E. 11400 S.	Draper	No	Yes	Developed
DRLRT	DRE	026	TR	TC	2,676	466 E. Camden Park Ct.	Draper	No	Yes	Developed
DRLRT	DRE	027	TR	TC	762	469 E. Camden Park Ct.	Draper	No	Yes	Developed
DRLRT	DRE	028	TR	TC	7,343	409 E 11000 S	Draper	No	Yes	Developed
DRLRT	DRE	029	TR	TC	12,056	411 E 11400 S (2013 - 409 E 11400 S)	Draper	No	Yes	Developed
DRLRT	DRE	042	TR	TC	278	476 E Camden Park Court	Draper	No	No	Developed
DRLRT	DRE	043	TR	TC	1,189	11462 Camden Park Lane	Draper	No	Yes	Developed
DRLRT	DRE	044	TR	TC	1,120	11476 S Camden Park Lane	Draper	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
DRLRT	DRE	045, 045:E	TR	TC	475	11486 South Camden Park Lane	Draper	No	Yes	Developed
DRLRT	DRE	046, 046:E	TR	TC	94	11498 South Camden Park Lane	Draper	No	No	Developed
DRLRT	DRE	052	TR	TC	82	12300 South St. (SE Corner - Draper Parkway & UTA ROW)	Draper	No	No	Developed
DRLRT	DRE	053		TC						Developed
EIM	EIM	001	TR	TC	752,891	669 W 200 South	Salt Lake City	No	No	Developed
FTU	BC	001	TR/TS	TC	196,455	199 South 800 West	Brigham City	No	No	Developed/Undeveloped
FTU	BRT	052	TR	TC	311,310	5600 W 5400 S	West Valley City	No	No	Undeveloped
FTU	FTU	001	TS	TC	122,866	17th Street and Gibson Ave	Ogden	No	Yes	Undeveloped
FTU	FTU	002	TS	TC	12,197	1763 Gibson Ave	Ogden	No	Yes	Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
FTU	FTU	003	TS	TC	416,434	1731 Gibson Ave	Ogden	No	Yes	Undeveloped
FTU	FTU	004	TS	TC	226,076	1700 South Street	Ogden	No	Yes	Undeveloped
FTU	FTU	005	TS	TC	108,900	18th and Wall Ave	Ogden	No	Yes	Developed
FTU	FTU	006	TS	TC	8,276	17th and wall	Ogden	No	Yes	Undeveloped
FTU	FTU	024	TS	TC	29,621	1300 S. 525 W.	SLC	No	No	Undeveloped
FTU	FTU	025	TS	TC	259,182	2053 S. 900 W. (2050 S for Tax ID -008; 2330 S for Tax ID -010; 2360 S for Tax ID -012; 2302 S for Tax ID -002 )	South Salt Lake City	No	No	Developed
FTU	FTU	029	TS	TC	59,781	4864 S Box Elder St	Murray	No	No	Developed
FTU	FTU	031	TS	TC	19,603	41 W 4800 S	Murray	No	No	Undeveloped
FTU	FTU	033 (Disp. UDOT Ref. Parcel 18)	TS	TC	2,666	7776 S State St	Midvale	No	No	Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
FTU	FTU	034 (Disp. UDOT Ref. Parcel 18, 18:2E, 18P)	TD/TS	TC	18,219	7788 S State	Midvale	No	No	Undeveloped
FTU	FTU	035 (Disp. UDOT Ref. Parcel 18)	TD/TS	TC	11,678	7768 S State St	Midvale	No	No	Undeveloped
FTU	FTU	036 (Disp. UDOT Ref. Parcel 18)	TD/TS	TC	19,675	7750 S State St	Midvale	No	No	Undeveloped
FTU	FTU	038	TR	TC	8,320	8245 S. State St.	Midvale	No	No	Developed/Undeveloped
FTU	FTU	039	TR	TC	4,704	8236 S. 100 E. (8245 So. State per 2012 tax notice)	Sandy	No	No	Undeveloped
FTU	FTU	043	TR	TC	17,860	Part of Sec 23, T43, R1W, SLB &M	Draper	No	No	Undeveloped
FTU	FTU	044	TR	TC	464,350	211 W Highland Drive	Draper	No	No	Undeveloped
FTU	FTU	045	TR	TC	108,464	2340 South 900 West	South Salt Lake	No	No	Developed
FTU	FTU	046	TR	TC	36,957	3475 W Norris View Lane	West Jordan	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MF	MF	007	TR	TC	174,240	153 West 17th St	Ogden	No	Yes	Developed
MF	MF	008	TR	TC	136,343	17th St and Wall	Ogden	No	Yes	Developed
MF	MF	009	TR	TC	6,011	1717 Wall Ave	Ogden	No	Yes	Developed
MF	MF	010	TR	TC	27,443	145 West 17th St	Ogden	No	Yes	Developed
MF	MF	011	TR	TC	21,780	151 West 17th St	Ogden	No	Yes	Developed
MF	MF	012	TR	TC	6,055	17th St and Wall Ave	Ogden	No	Yes	Developed
MF	MF	013	TR	TC	13,939	177 West 17th St	Ogden	No	Yes	Developed
MF	MF	014	TR	TC	7,841	157 W 17th St	Ogden	No	Yes	Developed
MF	MF	015	TR	TC	5,663	17th Street and Wall	Ogden	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MF	MF	016	TS	TC	13,939	187 West 17th Street	Ogden	No	Yes	Undeveloped
MF	MF	019	TR	TC	95,832	120 South 600 West (630 W 200 S per recorder's site)	Salt Lake City	No	Yes	Developed
MF	MF	020	TR	TC	13,504	143 S 700 West	Salt Lake City	No	Yes	Developed
MF	MF	021	TR	TC	154,638	630 W 200 S	SLC	No	Yes	Developed
MF	MF	022	TR	TC	12,632	161 South 700 West	SLC	No	Yes	Developed
MF	MF	023	TR	TC	40,511	133 S 700 W (630 W. 200 S. per 2012 tax notice.)	SLC	No	Yes	Developed
MF	MF	027	TR/TS	TC	3,105,692	3667 S 1030 W (2015) & 3562 & 3610 S 900 W. & 898 W Fine Drive (2015)	Salt Lake	No	Yes	Developed/Undeveloped
MF	MF	032	TR	TC	591,577	582 W. 6960 S. (602 W 6960 S, 600 W 6961 S per 2012 tax notice.)	SLC	Yes	Yes	Developed
MF	MF	045	TR	TC	80,329	1100 West Geneva Road	Orem	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MF	MF	046	TR	TC	786,258	1200 South Geneva Road	Orem	No	Yes	Developed
MF	MSP081	001	TR	TC	45,482	90 S Garnet Street, Suite 2	Toole	No	Yes	Developed
MJLRT	MJ	000	TR/TS	TC	4,286,304	Remainder of Bingham Industrial Lead from 0.18 to 6.60 and Dalton Spur	West Jordan	No	Yes	Preserved Corridor
MJLRT	MJ	001, 001:E	TR	TC	13,359	6300 South 300 West	Murray	Yes	Yes	Developed
MJLRT	MJ	002	TR	TC	47,289	6395 S Cottonwood Street (2012)	Murray	No	Yes	Developed
MJLRT	MJ	004	TR	TC	21,780	301 W. Winchester, 6429 S. Meyers Lane.	Murray	No	Yes	Developed
MJLRT	MJ	005	TR	TC	16,932	6425 S. Meyers Lane	Murray	Yes	Yes	Developed
MJLRT	MJ	012:T	TR	TC	11,288	6435 S. Meyers Lane	Murray	Yes	Yes	Developed
MJLRT	MJ	014, 014:E, 015, 015:E	TR	TC	8,092	6450 S. & 6464 S. Cottonwood St.	Murray	Yes	Yes	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	016	TR	TC	252	389 W Winchester Ave	Murray	Yes	Yes	Developed
MJLRT	MJ	017, 017:E, 018, 018:E	TR	TC	2,046	397 W. Winchester St.	Murray	Yes	Yes	Developed
MJLRT	MJ	019, 020	TR	TC	1,223	411 W. Winchester St.	Murray	Yes	Yes	Developed
MJLRT	MJ	023, 023:E	TR	TC	1,951	7125 S. 600 W. #SEG	Murray	No	Yes	Developed
MJLRT	MJ	024, 024:2	TR	TC	8,999	591 West Ninth Ave.	Midvale	Yes	Yes	Developed
MJLRT	MJ	025, 025:E	TR	TC	2,691	621 W. Ninth Ave.	Midvale	Yes	Yes	Developed
MJLRT	MJ	026, 026:E, 026:2E, 098:E, 104:E	TR	TC	191,229	7387 S. Bingham Junction Blvd.	Midvale	No	Yes	Developed
MJLRT	MJ	031, 032	TR	TC	20,909	1073 W. 7800 S.	West Jordan	No	Yes	Developed
MJLRT	MJ	033	TR	TC	28,314	1099 W 7800 S (1095 W per 2012 tax notice)	West Jordan	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	034:T, 039:T	TR	TC	23,479	1100 W 7800 S	West Jordan	No	No	Developed
MJLRT	MJ	035	TR	TC	33,106	1135 W. 7800 S.	West Jordan	No	Yes	Developed
MJLRT	MJ	037	TR	TC	784	997 W. 7800 S.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	038	TR	TC	222	991 W. 7800 S.	West Jordan	No	Yes	Developed
MJLRT	MJ	041, 091, 099, 100, 102, 102:E, 102B	TR	TC	20,216	2150 West Sugar Factory Road (-041 = 7901 S 1300 W; -099 = 1094 W 7800 S per tax notice) (-004 = 1099 W 7800 S)	West Jordan	Yes	No	Developed
MJLRT	MJ	042:T	TR	TC	3,049	7897 S. 1300 W.	Salt Lake City	Yes	Yes	Developed
MJLRT	MJ	046, 046:E, 046:2E, 046:3E	TR	TC	3,152	7902 S. 1410 W.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	047, 048, 048B	TR	TC	351,530	1563 W. 8020 S. & 8021 S. Redwood Rd. (8059 So. per 2012 Tax Notice for -002, the other two retain the same address)	West Jordan	No	Yes	Developed
MJLRT	MJ	051	TR	TC	3,073	8065 S. Redwood Road	West Jordan	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	052	TR	TC	627	8071 S. Redwood Road	West Jordan	Yes	Yes	Developed
MJLRT	MJ	055, 055:2, 055:2:E, 055:E, 057:T	TR	TC	195,584	8305 S, 8323 S 2700 W. (8351, 8349 S. for -005, -006 per 2012 tax notice.)	West Jordan	No	Yes	Developed
MJLRT	MJ	056	TR	TC	67,954	8349 S. 2700 W.	West Jordan	No	Yes	Developed
MJLRT	MJ	058	TR	TC	17,758	8399 S. Dunlop Dr.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	058B	TR	TC	19,331	8399 S. Dunlop Dr.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	060, 060:E	TR	TC	3,500	8523 S. 2940 West	West Jordan	Yes	Yes	Developed
MJLRT	MJ	065, 066	TR/TS/TD	TOD	475,240	3295 W 8600 S (8756, 8759 S 3400 W per 2012 tax ID No. and 8628; 8643 S Norris View Lane)	West Jordan	No	Yes	Undeveloped
MJLRT	MJ	067, 068 (UDOT 003:T, 004:T)	TR	TC	119,172	4742, 4766 West Old Bingham Hwy	West Jordan	No	No	Undeveloped
MJLRT	MJ	069, 069:E	TR	TC	744	9780 S. 5200 W. (5401 W Old Bingham Hwy per 2012 tax notice)	West Jordan	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	070	TR/TS	TC	1,008,633	5650 W. Old Bingham Hwy.	West Jordan	No	Yes	Developed/Undeveloped
MJLRT	MJ	071, 071:E, 071:2E	TR	TC	26,328	5701 W 10301 S	Salt Lake City	Yes	Yes	Developed
MJLRT	MJ	076, 076:E	TR	TC	506	2802 W Haun Dr	West Jordan	No	Yes	Developed
MJLRT	MJ	077:T	TS	TC	10,575	6419 S. Cottonwood St.	Murray	No	No	Developed/Undeveloped
MJLRT	MJ	078	TR	TC	12,262	6390 S. 300 W.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	079, 079:E, 013:T	TR	TC	12,197	6477 S. Cottonwood Street (6430 So. Meyers Lane per 2012 tax notice.	Murray	Yes	Yes	Developed
MJLRT	MJ	081, 081:2, 081:E, 081:2E	TR	TC	436	6490 S. Cottonwood Street	Murray	Yes	Yes	Developed
MJLRT	MJ	082, 083	TR	TC	1,590	2792 West Fahnian Circle	West Jordan	Yes	Yes	Developed
MJLRT	MJ	089, 089:E	TR	TC	948	377 W. Winchester Street	Murray	Yes	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	090, 090:E	TR	TC	1,358	372 W. Winchester Street	Murray	Yes	Yes	Developed
MJLRT	MJ	092, 092:2	TR	TC	260	8399 S. Dunlop Dr. #APXBT	West Jordan	Yes	Yes	Developed
MJLRT	MJ	093, 093:B	TR	TC	2,778	2874 W. 8421 S.	West Jordan	Yes	Yes	Developed
MJLRT	MJ	094, 094:E	TR	TC	6,201	1100 W. 7800 S. (1098 W 7800 S per 2012 tax notice)	West Jordan	Yes	Yes	Developed
MJLRT	MJ	095	TR	TC	14,263	646 W. Ninth Ave	West Jordan	Yes	Yes	Developed
MJLRT	MJ	101		TC		8397 S. Spaulding CT.	West Jordan			Developed
MJLRT	MJ	101B, 101	TR	TC	220	8397 Spaulding Court	West Jordan	No	Yes	Developed
MJLRT	MJ	119A		TC		2728 Fahnian Circle	West Jordan			Developed
MJLRT	MJ	120, 120:E	TR	TC	845	3189 West 8565 South	West Jordan	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
MJLRT	MJ	121A		TC		2708 West Fahnian Circle	West Jordan			Developed
MJLRT	MJ	123, 123:E	TR	TC	359	3187 W. 8565 S.	West Jordan	No	No	Developed
MJLRT	MJ	124, 124:E	TR	TC	71	3173 W. 8565 S.	West Jordan	No	No	Developed
MJLRT	MJ	125A		TC		2736 West Fahnian Circle	West Jordan			Developed
MJLRT	MJ	127, 127:E	TR	TC	66	3547 W. Norris View Lane (as of 2013 3573 W. Norris View Ln)	West Jordan	No	Yes	Developed
MJLRT	MJ	128, 128:E, 128:2E	TR	TC	5,086	3573 W Norris View Lane	West Jordan	No	Yes	Developed
MJLRT	MJ	130	TR	TC	58,825	3970 W Old Bingham Hwy	West Jordan	No	Yes	Developed
NSLRT	NS	001	TR	TC	12,384,283	775.19 - 798.74		No	Yes	Developed Corridor
NSLRT	NS	002	TR	TC	6,534	969 S. 200 W.	SLC	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	003	TR	TC	77,537	1300 S. 189 W. (180 W. per 2012 tax notice.)	SLC	No	Yes	Developed
NSLRT	NS	004	TR	TC	54,450	142 W. 1300 S. (180 W. per 2012 tax notice.)	SLC	No	Yes	Developed
NSLRT	NS	005	TR	TC	34,848	2100 S. 221 W.	South SLC	No	Yes	Developed
NSLRT	NS	006	TR	TC	35,284	3197 S. Washington St. (3187 S. per 2012 tax notice)	South SLC	No	Yes	Developed
NSLRT	NS	007	TR	TC	17,991	210 W. 3300 S.	South SLC	No	Yes	Developed
NSLRT	NS	008	TR	TC	28,314	3205 S. Washington St.	South SLC	No	Yes	Developed
NSLRT	NS	009	TR	TC	15,682	3227 S. Washington St.	South SLC	No	Yes	Developed
NSLRT	NS	010	TR/TS/TD	TOD	326,700	3844 S. West Temple St.	SLC	Yes	Yes	Developed
NSLRT	NS	011	TR	TC	189,408	4350 S. Main Street	Murray	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	012	TR	TC	69,696	89 W. Fireclay Ave. (4350 S main St per 2012 tax notice)	Murray	No	Yes	Developed
NSLRT	NS	013, 013:E	TR	TC	100,188	4340 S. Main St. (aka 71 West Clay Ave) (4350 S. per 2012 tax notice)	Murray	No	Yes	Developed
NSLRT	NS	014	TR	TC	12,632	4916 S. Box Elder St. (4936 S. per 2012 tax notice.)	Murray	No	Yes	Developed
NSLRT	NS	015	TR	TC	284,011	5200 S. Main St. (5202 So. Cottonwood St. per 2012 tax notice.)	Murray	No	Yes	Developed
NSLRT	NS	018	TR	TC	160,736	222 W. Winchester	Murray	Yes	Yes	Developed
NSLRT	NS	019	TR	TC	19,166	202 W. Winchester	Murray	No	Yes	Developed
NSLRT	NS	020	TR	TC	3,466	6225 S 300 W - per 2012 tax notice.	Murray	No	Yes	Developed
NSLRT	NS	021	TR	TC	45,738	5813 and 5823 South 300 West	Murray	No	No	Undeveloped
NSLRT	NS	022	TR	TC	231,304	6960 S. 600 W. (6850 S 550 W for 353-004 per 2012 tax notice)	Midvale	Yes	No	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	023	TR	TC	25,265	175 W. 7200 S.	Midvale	No	Yes	Developed
NSLRT	NS	024	TR/TS/TD	TOD	255,568	205 W. 7200 S.	Midvale	No	Yes	Developed/Undeveloped
NSLRT	NS	025	TR	TC	871	107 W. Center St. (95 W Center per 2012 tax notice.)	Midvale	No	Yes	Developed/Undeveloped
NSLRT	NS	026	TR	TC	46,041	724 E Center St (95 W Center per 2012 tax notice.)	Midvale	No	No	Developed
NSLRT	NS	027	TR	TC	5,414	686 E Center St (95 W Center per 2012 tax Notice -004) 7756 S Coolidge St. per 2012 tax Notice -012)	Midvale	No	Yes	Developed
NSLRT	NS	028	TR	TC	41,818	740 E Center St (95 W Center per 2012 tax notice.)	Midvale	No	Yes	Developed
NSLRT	NS	029	TR	TC	21,780	740 East Center (95 W Center St. per 2012 tax notice.)	Midvale	No	Yes	Developed
NSLRT	NS	030	TR	TC	4,437	19 S Coolidge St. (95 W Center St. per 2012 tax notice.)	Midvale	Yes	Yes	Developed
NSLRT	NS	031	TR	TC	39,640	7900 South State Street (7951 S per 2012 tax notice)	Midvale	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	032	TS	TC	7,841	7877 So. Taft St. (Residential home lot)	Midvale	No	Yes	Undeveloped
NSLRT	NS	033T	TR	TC	15,682	7877 South Taft Street	Midvale	No	Yes	Developed
NSLRT	NS	034	TS	TC	2,768	7800 S State Street	Midvale	No	No	Undeveloped
NSLRT	NS	035	TR	TC	5,401	8960 S. 180 E. (177 E 9000 S per 2012 tax notice)	Sandy	No	Yes	Developed
NSLRT	NS	036	TR	TC	10,019	8960 S. 180 E.	Sandy	No	Yes	Developed
NSLRT	NS	037	TR	TC	10,019	9650 S. 170 E. (9607 S State St. and 170 E 9650 S per 2012 tax notice.)	Sandy	No	Yes	Undeveloped
NSLRT	NS	038	TS	TC	87,120	9949 S State St	Sandy	No	Yes	Undeveloped
NSLRT	NS	040	TR/TS	TC	649,522	9949 S State St (120 E Segoe Lily Drive per 2012 tax notice)	Sandy	No	Yes	Developed/Undeveloped
NSLRT	NS	041	TR	TC	8,276	100 E 9900 S (120 E Segoe Lily Drive per 2012 tax notice)	Sandy	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
NSLRT	NS	042	TR	TC	158,994	10000 South (120 E Sege Lily Drive per Assessors site)	Sandy	No	Yes	Developed
NSLRT	NS	5900 S	TR	TC	265	519 South 275 West	Murray	No	No	Developed
NSLRT/ MJLRT	NS/MJ	044/003	TS	TC	12,272	6417 S. Cottonwood St.	Murray	No	Yes	Developed
OIH	OIH	001	TR/TS/TD	TOD	229,997	2393 Wall Avenue	Ogden	No	Yes	Developed/Undeveloped
PIH	PIC	001	TR/TS/TD	TOD	26,395	800 S. University Ave.	Provo	No	Yes	Developed
PIH	PIC	002	TR/TS/TD	TOD	167,270	722 S. University Avenue	Provo	No	Yes	Developed
PIH	PIC	003	TR/TS/TD	TOD	105,328	685 South Freedom Blvd.	Provo	No	Yes	Developed
PIH	PIC	004	TR/TS/TD	TOD	217,800	650 S. Between Freedom & University	Provo	No	No	Developed
PIH	PIC	005	TR/TS/TD	TOD	10,007	560 S. Freedom Blvd.	Provo	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
PIH	PIC	006	TR/TS/TD	TOD	95,919	120 W. 920 S.	Provo	No	Yes	Developed
PIH	PIC	008	TR/TS/TD	TOD	19,474	721 Freedom Blvd.	Provo	No	Yes	Developed
SLIM	SLIM	001	TR/TS/TD	TOD	579,348	600 West 200, 300 South	Salt Lake City	No	No	Developed/Undeveloped
SP-1591	SP-1591	UTA TL-1, 1:E	TR	TC	58	1250 E 500 S.	Salt Lake City	No	No	Developed
Sugarhouse	SH	001, 001:E, 001:2E(RMP WO# 5622744)	TR	TC	6,220	2212 S West Temple St	South Salt Lake	No	Yes	Developed
ULRT	UL	001	TR	TC	2,614	450 South State St	Salt Lake	No	Yes	Developed
ULRT	UL	002	TR	TC	208	375 South State	Salt Lake City	No	Yes	Developed
ULRT	UL	004, 005, 005A	TR	TC	1,799	200 E. 400 S.	Salt Lake City	No	Yes	Developed
ULRT	UL	007	TR	TC	549	525 E 400 South	Salt Lake City	No	Yes	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
ULRT	UL	008	TR	TC	200	564 East 400 South	Salt Lake City	No	Yes	Developed
ULRT	UL	009	TR	TC	457	650 East 400 South	Salt Lake City	No	Yes	Developed
ULRT	UL	010-1	TR	TC	235	664 East 400 South	Salt Lake City	No	Yes	Developed
ULRT	UL	010-2	TR	TC	536	680 East 400 South	Salt Lake City	No	Yes	Developed
ULRT	UL	011	TR	TC	70	677 East 400 South	Salt Lake City	No	Yes	Developed
ULRT	UL	012	TR	TC	122	710 East 400 South	Salt Lake City	No	Yes	Developed
ULRT	UL	013-1	TR	TC	1,307	701 East 400 South	SLC	No	Yes	Developed
ULRT	UL	013-2	TR	TC	984	765 East 400 South	SLC	No	Yes	Developed
ULRT	UL	014	TR	TC	450	860 East 400 South	Salt Lake City	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
ULRT	UL	015	TR	TC	4,000	860 East 400 South	Salt Lake City	No	No	Developed
ULRT	UL	016	TS	TC	823	333 South 900 East	SLC	No	Yes	Developed
ULRT	UL	017	TR	TC	6,970	928 East 400 South	SLC	No	Yes	Developed
ULRT	UL	018	TR	TC	1,198	471 South 1000 East	SLC	No	Yes	Developed
ULRT	UL	019	TR	TC	70	491 South 1100 East	SLC	No	Yes	Developed
ULRT	UL	020	TR	TC	989	400 South 900 East (928 E per 2012 tax notice.)	SLC	No	Yes	Developed
ULRT	UL	021	TR	TC	48	1320 East 500 South	SLC	No	Yes	Developed
UPRR-01	UP	001	TR	TC	3,756,179	782.48-818.05 (35.57) UP Salt Lake Subdivision (OSL) 3.4a	Salt Lake-Ogden	Yes	No	Preserved Corridor
UPRR-01	UP	002	TR	TC	628,048	M.P. 817.5, W. of Ogden Yd., 30th St.	Ogden	No	No	Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	003	TR	TC	220,631	M.P. 817.5, W. of Ogden Yd., 30th St.	Ogden	No	No	Undeveloped
UPRR-01	UP	004	TR	TC	427,280	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	No	No	Undeveloped
UPRR-01	UP	005	TR	TC	133,337	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	No	No	Undeveloped
UPRR-01	UP	006	TR	TC	64,861	775.0 5600 South	Roy	No	No	Undeveloped
UPRR-01	UP	007	TR	TC	163,350	M.P. 809.0, 200 So.	Clearfield	No	No	Undeveloped
UPRR-01	UP	008	TR/TS	TC	2,582,294	1250 South, Highway 91	Clearfield	No	No	Developed/Undeveloped
UPRR-01	UP	009	TR	TC	40,032	Milepost 807.3 S Side Antelope Dr	Layton	No	No	Undeveloped
UPRR-01	UP	010	TR	TC	59,154	Mile Post 767.1Gentile	Layton	No	No	Undeveloped
UPRR-01	UP	011	TR	TC	1,481	M.P. 805.3, 800 No., West of King St.	Layton	No	No	Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	012	TR	TC	20,647	M.P. 802.3, Near Grain Elev. 100 North	Kaysville	No	No	Undeveloped
UPRR-01	UP	013	TR	TC	109,248	MP 755.5 Pages Lane	Bountiful	No	No	Undeveloped
UPRR-01	UP	014	TR	TC	11,349,558	MP. 754.31-778.0 (23.69)DRGW 3.2a	North Salt Lake - Ogden	Yes	No	Preserved Corridor
UPRR-01	UP	015	TR	TC	1,589,940	Beck Street	Salt Lake	No	No	Developed
UPRR-01	UP	016	TR	TC	9,452	M.P. 743.0, SW Cor 1700 S. & I-15 (589 W 1700 S per 2012 tax notice)	SLC	No	No	Undeveloped
UPRR-01	UP	017	TR	TC	7,579	M.P. 740.6, SW Cor 3300 S & I-15	SLC	No	No	Undeveloped
UPRR-01	UP	018	TR	TC	112,820	M.P. 739.5, South of 3900 S.	South SLC	No	No	Undeveloped
UPRR-01	UP	019	TR	TC	1,185,801	0.00-2.74 (2.74) Sugarhouse Spur 3.2e 2240 S Main St. (-501-004) & 3100 S. West Temple (-280-002) & 400 W Andy Ave (-126-004) & 975 E Sugarmont Dr. (-135-022)	South Salt Lake-Salt Lake	Yes	No	Preserved Corridor
UPRR-01	UP	020		TC			Wasatch Front			Preserved Corridor



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	021	TR	TC	2,215,810	Northern 35' of MP 0.00 - 6.60 and all of 6.60 - 11.81 Bingham Industrial Lead (6045, 6081 W Old Bingham Hwy per 2012 tax Notice)	West Jordan	Yes	No	Preserved Corridor
UPRR-01	UP	022	TR	TC	1,938,113	729.50 -745.50 (16) Subdivision (Salt Lake) 3.4c	Sandy -Salt Lake	Yes	No	Preserved Corridor
UPRR-01	UP	023	TR	TC	131,116	12800 South Milepost 728 Mainline	Draper	No	No	Undeveloped
UPRR-01	UP	024	TR	TC	159,430	Milepost 727.5 13200	Draper	No	No	Undeveloped
UPRR-01	UP	025	TR	TC	484,823	Milepost 725.0 13400 South	Riverton	No	No	Undeveloped
UPRR-01	UP	026	TR	TC	201,509	MP 723.7 Narrows (inaccessible)	Bluffdale	No	No	Undeveloped
UPRR-01	UP	027	TR	TC	185,043	MP 723.0 Narrows (inaccessible)	Bluffdale	No	No	Undeveloped
UPRR-01	UP	028	TR	TC	108,447	MP 722.5 Narrows (Inaccessible)	Bluffdale	No	No	Undeveloped
UPRR-01	UP	029	TR	TC	40,946	MP 721.5 Narrows (inaccessible)	Bluffdale	No	No	Undeveloped

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	030	TR	TC	260,184	Milepost 771.00 2100 North Lehi	Lehi	No	No	Undeveloped
UPRR-01	UP	031	TR	TC	15,420	MP 717.0	Lehi	No	No	Undeveloped
UPRR-01	UP	032	TR	TC	6,698,657	MP 775.23-762.00 (13.23) Provo Industrial Lead 3.2f	Lindon-Lehi	Yes	No	Preserved Corridor
UPRR-01	UP	033	TR	TC	25,134	Milepost 766.5 100 N & 200 East	American Fork	No	No	Developed
UPRR-01	UP	034	TR	TC	21,606	Milepost 763.5 HWY 89 & 300 S	Pleasant Grove	No	No	Undeveloped
UPRR-01	UP	035	TR	TC	74,705	MP 698.5 N of Geneva	Geneva	No	No	Undeveloped
UPRR-01	UP	036	TR	TC	1,686,643	MP 752.41-757.25 (4.84) Sharp Subdivision 3.2c	Provo-Lindon	Yes	No	Preserved Corridor
UPRR-01	UP	037	TR	TC	2,489,890	705.71-729.50 (23.79) UP Provo Subdivision (Lakota) 3.4b		Yes	No	Preserved Corridor
UPRR-01	UP	038	TR	TC	222,157	752.41-750.18 (2.23) Sharp Subdivision (University)3.4d	Provo-Springville	Yes	No	Preserved Corridor

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
UPRR-01	UP	039	TR	TC	23,522	Milepost 701.1 800 West 600 South	Provo	No	No	Undeveloped
UPRR-01	UP	040	TR	TC	3,572	MP 695.8 South of Provo Yard	Provo	No	No	Undeveloped
UPRR-01	UP	041	TR	TC	27,704	M.P. 695.8, 400 So., W. of Springville	Springville	No	No	Developed
UPRR-01	UP	042	TR	TC	440,392	749.99-745.82 (4.17) Sharp Subdivision (Springville)3.4e	Springville	Yes	No	Preserved Corridor
UPRR-01	UP	043	TR	TC	4,826,884	0.00-13.06 (13.06) Tintic Industrial Lead 3.2d	Spanish Fork-Payson	Yes	No	Preserved Corridor
UPRR-02	UP2	001	TR	TC	1,028,887	500 West and 900 North	Salt Lake City	No	No	Developed
UPRR-03	UP3	001	TR	TC	32,931	Dalton Spur - 6045 W Old Bingham Highway	West Jordan	No	No	Preserved Corridor
WVLRT	WV	001, 001:E, 001:E1	TR	TC	6,443	2791 W 3650 S	West Valley	No	No	Developed
WVLRT	WV	002, 002:E, 002:E1, 002:E2	TR	TC	1,032	3610 S 2870 W	West Valley	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	003, 003:E	TR	TC	6,780	2850 W. 3590 S. (2850 W. Lehman Ave. per Recorder's website)	West Valley	No	No	Developed
WVLRT	WV	006	TR	TC	9,205	2841 W. Lehman Avenue	West Valley	Yes	No	Developed
WVLRT	WV	013	TR	TC	101,978	2842 W. Lehman Ave	West Valley	No	Yes	Developed
WVLRT	WV	053:Q, 053:2Q	TR	TC	58,630	3100 South at I-215 (3100 S Maple Way per 2012 tax notice)	West Valley City	No	No	Developed
WVLRT	WV	054:Q, 054:2Q I-215-9(6)297	TR	TC	30,492	3100 South at I-215 (3100 S Constitution Blvd per 2012 tax notice)	West Valley	No	No	Developed
WVLRT	WV	092:2, RMP WO# 5126636-30	TR	TC	53	2690 W. 3100 S. (2096 W per 2012 tax notice.)	West Valley City	No	No	Developed
WVLRT	WV	100:T	TR	TC	10,691	2681 West 3100 South	West Valley	Yes	No	Developed
WVLRT	WV	101:T 101-RMP WO 5126636-1	TR	TC	8,284	2655 West 3100 South	West Valley	No	No	Developed
WVLRT	WV	102:T	TR	TC	8,283	2653 West 3100 South	West Valley	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	103:T	TR	TC	9,417	3116 South Maple Way	West Valley	No	No	Developed
WVLRT	WV	104:T	TR	TC	9,723	3115 South Maple Way	West Valley	No	No	Developed
WVLRT	WV	105:T	TR	TC	12,768	2589 West 3100 South	West Valley	No	No	Developed
WVLRT	WV	106:T	TR	TC	10,360	2587 West 3100 South	West Valley	No	No	Developed
WVLRT	WV	107	TR	TC	772	2574 W. Robin Way (2572 W. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	121	TR	TC	10,101	2313 W Parkway Blvd	West Valley	No	No	Developed
WVLRT	WV	140, 141	TR	TC	4,356	2745 S REDWOOD RD (2771 S per 2012 tax notice.) 2013 - 2767 S. Redwood Road (-002 only)	West Valley	No	No	Developed
WVLRT	WV	142, 143, 144	TR	TC	8,292	1690, 1692, 1686 W. Claybourne Ave.	West Valley	No	No	Undeveloped
WVLRT	WV	145	TR	TC	2,291	1680 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	146	TR	TC	1,090	1676 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Undeveloped
WVLRT	WV	147	TR	TC	741	1674 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	148	TR	TC	391	1620 W Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	149	TR	TC	165	1618 W. Claybourne Ave. (2771 So. Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	150	TR	TC	114	1616 W. Claybourne Ave.	West Valley	Yes	No	Developed
WVLRT	WV	151, 152 (RMP WO 10035151.YJ)	TR	TC	74	1614 W. Claybourne Ave. (2771 S Redwood Rd. per Tax Notice)	West Valley	Yes	No	Developed
WVLRT	WV	153	TR	TC	310	1600 W. Claybourne Ave. (2771 S Redwood Rd. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	157, RMP RW# 20080131-3, RMP RW#20080131.UTA	TR	TC	291	1633 W. Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	158, RMP RW# 20080131-4, RMP RW#20080131.UTA	TR	TC	433	1601 W. Southgate Ave.	West Valley	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	159, RMP RW# 20080131-5, RMP RW#20080131.UTA	TR	TC	208	2752 S. Lester Street	West Valley	Yes	No	Developed
WVLRT	WV	169, RMP RW# 20080131-6, RMP RW#20080131.UTA	TR	TC	212	1577 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	170, RMP RW# 20080131-7, RMP RW#20080131.UTA	TR	TC	239	1569 W. Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	171, 171.1, RMP RW# 20080131-8, RMP RW#20080131.UTA	TR	TC	225	1547 W Southgate Ave.	West Valley City	Yes	No	Developed
WVLRT	WV	172, RMP RW# 20080131-9, RMP RW#20080131.UTA	TR	TC	225	1555 W. Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	173, RMP RW# 20080131-10, RMP RW#20080131.UTA	TR	TC	254	1545 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	174, RMP RW# 20080131-11, RMP RW# 20080131.UTA	TR	TC	1,381	1531 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	175, RMP RW#20080131.UTA	TR	TC	7,569	1525 W Southgate Ave.	West Valley	Yes	No	Developed
WVLRT	WV	181	TR	TC	18,497	1493 W. Crystal Ave.	West Valley	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	182	TR	TC	21,625	1400 W. Crystal Ave.	West Valley	Yes	No	Developed
WVLRT	WV	183	TR	TC	23,100	1401 West Crystal Ave.	West Valley	Yes	No	Developed
WVLRT	WV	184	TR	TC	43,580	1363 W. Crystal Ave.	West Valley	Yes	No	Undeveloped
WVLRT	WV	185, RMP Easement Chesterfield West	TR	TC	22,155	1225 W 2625 South (2632 S Hempstead St. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	187, RMP Easement Chesterfield West	TR	TC	22,686	1235 West Crystal Ave. (2631 S Hempstead St. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	188:T	TR	TC	13,939	2656 S. Chesterfield St	WVC	No	No	Developed
WVLRT	WV	189, 189:E	TR	TC	5,855	3650 S Chesterfield St (2700 S Chesterfield St. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	191, 192, 193, 193:E	TR	TC	89,822	2910, 2625, 2645 S. Chesterfield St. (2700 So. Chesterfield St. per 2012 tax notice.)	West Valley	No	No	Developed
WVLRT	WV	194, 194:E	TR	TC	25,099	2613 S Chesterfield St.	West Valley	Yes	No	Developed



Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	195, 195:E; 195:E1	TR	TC	4,884	2593 S Chesterfield St	West Valley	Yes	No	Developed
WVLRT	WV	196	TR	TC	1,131	2581 South Chesterfield Street	West Valley	Yes	No	Developed
WVLRT	WV	200	TR	TC	5,512	2551 South Chesterfield Street	West Valley	Yes	No	Developed
WVLRT	WV	201, 201:1	TR	TC	1,136	2516 South Winton St.	West Valley	Yes	No	Developed
WVLRT	WV	207, 208, 209	TR	TC	36,627	2505 South Winton Street (WV-207 & -209); 2501 S Winton Street (WV-208)	West Valley	Yes	No	Developed
WVLRT	WV	231, 231:1, 231:ST	TR	TC	113,356	1264 West 2240 South - (1298 W 2200 S & 2249 S 1070 W [-022 only]; (1288 W 2240 S [-023 only]) per 2012 tax notice.	West Valley	No	No	Developed
WVLRT	WV	232, 233	TR	TC	1,056,976	2200 South 900 West (2264 per 2012 tax notice for -003)	West Valley	No	No	Developed
WVLRT	WV	234, 234:E; 234:2E, 234:3E, RMP Easement Section 23	TR	TC	34,362	2265 S. 900 W. (2177 S. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	237, 237:E, 237:SQ, RMP Easement Section 23	TR	TC	32,567	823 W. Davis Rd.	West Valley	Yes	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WV	238:A, 238:AQ, 238:2E, 239:A, 239:AQ, 239:2E, 243:Q, 243:EQ	TR	TC	35,869	830 West Davis Road	West Valley City	No	No	Developed
WVLRT	WV	246, 247, 248	TR	TC	7,243	2225 S 300 W - Revised Addresses per 2012 tax notice. (2249 S 400 W [-008]; 2150 S 300 W [-008,-012,-013 all])	West Valley	Yes	No	Developed
WVLRT	WV	253, 253:1	TR	TC	6,727	360 W. Bugatti Ave (358 W per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	255, 255:1	TR	TC	230	360 W. Bugatti Ave (358 W Bugatti Ave. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	259	TR	TC	2,753	250 W Crossroads Sq. (252 W. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	260	TR	TC	1,501	210 W. Crossroads Sq. (212 W. per 2012 tax notice.)	West Valley	Yes	No	Developed
WVLRT	WV	261	TR	TC	2,185	2191 S. 300 W.	West Valley	Yes	No	Developed
WVLRT	WV	Interlocal Agreement	TR	TC	22,246	2825 W Lehman Ave., 3650 S Market Street	West Valley City	No	No	Developed
WVLRT	WV - Amend:11	240, 241, 241:2E, 241:EX	TR	TC	38,291	Parcel 240 & 241	West Valley	No	No	Developed

Project	Project Code	Project #	Category (2018)	Category (2019)	Fee SqFt	Street Address	City	Bond	Fed	Un/Developed
WVLRT	WVIH	WVIH or BRT-25T	TR	TC	7,841	3600 S Market Street	West Valley	No	Yes	Developed