



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, March 12, 2025**

**9:00 AM**

**FrontLines Headquarters**

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Patrick Preusser
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of February 26, 2025, Board Meeting Minutes
6. **Reports**
  - a. Legislative Session Review Adam Gardiner
  - b. Executive Director Report Jay Fox
    - Continuous Improvement Excellence Award - Vanpool
    - Emergency Approval of Equipment Contract by Executive Director
  - c. Strategic Plan Minute: Achieving Organizational Excellence through Strategy Deployment Jay Fox
  - d. Financial Report - January 2025 Viola Miller  
Brad Armstrong
7. **Contracts, Disbursements and Grants**
  - a. Contract: Operator Uniforms (Skaggs Companies, Inc.) Kayleigh Hammerschmid
  - b. Contract: Jordan River Rail Service Center - Truck Shop Wheel Press (MAE-Eitel, Inc.) Kyle Stockley

- c. Pre-Procurements Todd Mills
  - Light Rail Vehicle 1122 Accident Repair

**8. Discussion Items**

- a. 2024 Continuous Improvement Team Highlights Alisha Garrett  
Richard Murray

**9. Other Business**

Chair Carlton Christensen

- a. Next Meeting: Wednesday, March 26th, 2025 at 9:00 a.m.

**10. Closed Session**

Chair Carlton Christensen

- a. Strategy Session to Discuss:
  - The Purchase, Exchange, or Lease of Real Property or to Discuss a Proposed Development Agreement, Project Proposal, or Financing Proposal in Accordance with Utah Code 52-4-205(1)(d)
  - The Sale of Real Property in Accordance with Utah Code 52-4-205(1)(e)

**11. Open Session**

Chair Carlton Christensen

**12. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - <https://rideuta.legistar.com/Calendar.aspx>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
  - o Use this link - [https://rideuta.zoom.us/webinar/register/WN\\_MWPCn8aXRFO62lJH33EXCw](https://rideuta.zoom.us/webinar/register/WN_MWPCn8aXRFO62lJH33EXCw) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter (one person's time may not be combined with another person's time).
  - o Distribution of handouts or other materials to meeting participants or attendees is not allowed.
  - o To support a respectful meeting environment, actions or words that disrupt the meeting, intimidate other participants, obstruct the view or hearing of others, or may cause safety concerns are not allowed.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>

- o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, March 11th will be distributed to board members prior to the meeting and added to the public record.
- Meetings are audio and video recorded and live-streamed
  - Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
  - Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date:** 3/12/2025

**TO:** Board of Trustees  
**THROUGH:** Curtis Haring, Board Manager  
**FROM:** Curtis Haring, Board Manager

**TITLE:**

**Approval of February 26, 2025, Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

**RECOMMENDATION:**

Approve the minutes of the February 26, 2025, Board of Trustees meeting

**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Public Meeting Web Portal on Wednesday February 26, 2025 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pmnsitemap/notice/976075.html>](https://www.utah.gov/pmnsitemap/notice/976075.html) and video feed is available through the [UTA Public Meeting Portal <https://rideuta.granicus.com/player/clip/350>](https://rideuta.granicus.com/player/clip/350).

**ATTACHMENTS:**

1. 2025-02-26\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, February 26, 2025**

**9:00 AM**

**FrontLines Headquarters**

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

Also attending were UTA staff and interested community members.

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

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Viola Miller, UTA Chief Financial Officer, delivered a brief safety message.

**4. Public Comment**

(To view public comment in its entirety, see the meeting video located at <https://rideuta.granicus.com/player/clip/350>.)

**In Person/Virtual Comment**

In person comment was given by Wesley Syphus and Barry McLerran.

Syphus spoke in support of UTA service.

McLerran, a representative from Senator John Curtis's office, spoke on the senator's support of transit and requested feedback from the agency on federal priorities.

**5. Consent**

**a. Approval of February 12, 2025, Board Meeting Minutes**

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

**6. Reports****a. Legislative Update and Potential Action on Proposed Legislation**

Adam Gardiner, Principal with ASG Consulting, Inc., spoke about proposed legislation that may have implications for UTA, including House Bill 444 Data Privacy Modifications (Moss) (H.B. 444) and Senate Bill 306 Convention Center Investment Amendments (McCay) (S.B. 306). He also mentioned a second substitute to Senate Bill 26 Housing and Transit Reinvestment Zones (Harper) (S.B. 26), a bill the board supported publicly in its original form. Gardiner recommended the board take a neutral position on H.B. 444 and a monitor position on S.B. 26 Substitute 2.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to take a neutral position on H.B. 444, a monitor position on S.B. 26 Substitute 2, and a monitor position on S.B. 306.

**b. Executive Director Report**

- **UTA Recognition - Bus Maintenance Rodeo**
- **Discretionary Grants Report Status**

**UTA Recognition - Bus Maintenance Rodeo**

Jay Fox, UTA Executive Director, was joined by Patrick Preusser, UTA Chief Operating Officer.

Preusser described the UTA bus maintenance “rodeo” competition and recognized the winners.

**Discretionary Grants Report Status**

Jay Fox mentioned the regular discretionary grants report will be deferred to a future meeting since there is no new information to share.

**c. Strategic Plan Minute: Learning and Improving Through GEMBA**

Jay Fox was joined by Alisha Garrett, UTA Chief Enterprise Strategy Officer.

Garrett provided an overview of GEMBA, which is a continuous improvement term that originated in Japan that means “go to the place where the work is done.” GEMBA creates an opportunity to observe firsthand and learn from the employees doing the work. Some benefits include strengthening cross-functional relationships, improving problem solving, and sharing best practices.

Discussion ensued. Questions on employee sentiments regarding GEMBA and future plans for GEMBA events were posed by the board and answered by staff.

**7. Resolutions****a. R2025-02-03 - Resolution Setting Compensation for District Officers and Employees and Establishing Parameters to Make Changes to the Structure for the Year 2025**

Ann Green-Barton, UTA Chief People Officer, summarized the resolution, which sets compensation for district officers and administrative employees and establishes parameters to make changes to the structure for the year 2025. She noted the overall salary structure increased by 2% for 2025, with some positions receiving pay lane minimum adjustments due to the adjustment of the structure. The structure is intended to keep UTA competitive in the current labor market.

With respect to midyear job placements, Green-Barton indicated the resolution allows the executive director and chief people officer to place additional jobs in the structure under the following parameters:

- Addition of a new job that has been authorized by the board in an approved budget
- Adjustment of an existing job that has changed more than 50% per Corporate Policy 6.7.2.1
- Adjustment of an existing job as part of an audit review or as a result of a manager's request to review or appeal under UTA Policy UTA.05.04

Green-Barton stated the same methodology used in the development of the annual compensation structure would be applied to any adjustment. She also mentioned the board will receive a quarterly report summarizing adjustments that occurred under the parameters of the resolution and will be asked to ratify the adjustments made in 2025 through resolution.

Discussion ensued. Green-Barton committed to provide information on the minimum pay lane adjustment costs to the board.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

**8. Contracts, Disbursements and Grants****a. Change Order: Program Management Services Change Order No. 03 - Option Year 2 (HNTB Corporation)**

David Hancock, UTA Chief Capital Services Officer, was joined by Daniel Hofer, UTA Director of Capital Programs & Support.

Hofer requested the board approve a change order to authorize the exercise of option year 2 to the contract with HNTB Corporation for program management services. The change order has a not-to-exceed value of \$9,200,000. The total contract value,

including the change order, is \$43,382,015.

Discussion ensued. A question on contracting versus performing work in-house was posed by the board and answered by staff.

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

**b. Pre-Procurements**

**- Orange Line Implementation/Red Line Realignment Consultant for Environmental Clearance and Preliminary Engineering NEPA documents**

Chair Christensen indicated a discussion on pre-procurement was no longer necessary.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to table this agenda item. The motion carried by a unanimous vote.

**9. Service and Fare Approvals**

**a. Fare Agreement: Special Events Agreement (The Church of Jesus Christ of Latter-Day Saints)**

Jordan Eves, UTA Manager of Fare Strategy, requested the board approve a \$145,500 special events agreement with The Church of Jesus Christ of Latter-day Saints for ticket-as-fare to specific events outlined in the contract. The agreement also includes a price schedule for ticket-as-fare arrangements for additional events not listed in the contract that may be added with the agreement of both parties.

Discussion ensued. A question on rate standardization for ticket-as-fare arrangements was posed by the board and answered by Eves.

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

**10. Budget and Other Approvals**

**a. TBA2025-02-01 - Technical Budget Adjustment - 2025 Capital Program**

Viola Miller was joined by Daniel Hofer.

Miller indicated staff is taking a new approach in managing the capital budget and is discontinuing the practice of carrying forward funds from the previous year.

Hofer summarized the technical budget adjustment, which reallocates \$2.286 million in the existing 2025 capital budget to aid in project delivery. He then provided the rationale for the budget reallocations and reviewed funding for affected projects. The technical budget adjustment has a net neutral effect on the capital budget.

Discussion ensued. Questions on project impacts of discontinuing budget carryovers

and arc flash protection were posed by the board and answered by staff.

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

**b. UTA Policy - UTA.01.05 Supplemental Drug and Alcohol**

Lorin Simpson, UTA Acting Director of Total Rewards, was joined by M.J. Rosner, UTA Acting Drug & Alcohol Program Manager.

Simpson summarized the goals, requirements, review process, and changes to the following UTA policies and requested the board approve them:

- UTA.01.05 Supplemental Drug and Alcohol
- UTA.01.15 Federal Railroad Administration Drug and Alcohol Plan
- UTA.01.18 Federal Transit Administration Drug and Alcohol

Discussion ensued. Questions on the differences between Federal Railroad Administration (FRA) and Federal Transit Administration (FTA) requirements, policy modification process, policy implementation, and branded clothing provisions as they relate to former employees were posed by the board and answered by Simpson.

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

**c. UTA Policy - UTA.01.15 Federal Railroad Administration Drug and Alcohol Plan**

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

**d. UTA Policy - UTA.01.18 Federal Transit Administration Drug and Alcohol**

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

**11. Discussion Items**

**a. Customer Experience (CX) Action Plan**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Russ Fox, UTA Director of Planning, and Andy Stevenson, UTA Customer Experience Project Manager.

Stevenson defined CX and outlined the purpose of the CX action plan and process in forming it. He then spoke about UTA customer mindsets, journeys, and experiences. Stevenson highlighted CX focus areas, customer feedback implementation, and action items. He concluded by reviewing CX metrics by focus area.

Discussion ensued. Questions on personal space parameters, customer feedback considerations, prioritization process, and incorporation of relatively inexpensive

amenities to boost CX (e.g., solar lighting) were posed by the board and answered by staff. The board recommended adding a customer experience section to the transit and land use toolkit. Trustee Acerson suggested improved customer communications on trains and signage that shows open capacity on train cars.

## 12. Other Business

- a. Next Meeting: Wednesday, March 12, 2025 at 9:00 a.m.

## 13. Closed Session

### a. Strategy Session to Discuss:

- Collective Bargaining
- Pending or Reasonably Imminent Litigation
- The Purchase, Exchange, or Lease of Real Property or to Discuss a Proposed Development Agreement, Project Proposal, or Financing Proposal in Accordance with Utah Code 52-4-205(1)(d)
- The Sale of Real Property in Accordance with Utah Code 52-4-205(1)(e)

Chair Christensen indicated there were matters to be discussed in closed session related to collective bargaining and pending or reasonably imminent litigation. (Note: No real property discussions took place in closed session.)

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:44 a.m.

The meeting reconvened in closed session at 10:55 a.m.

## 14. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 11:36 a.m.

## 15. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:37 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have

taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmn/sitemap/notice/976075.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/350?view\\_id=1&redirect=true](https://rideuta.granicus.com/player/clip/350?view_id=1&redirect=true).

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 3/12/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Adam Gardiner, Principal, ASG Consulting, INC.  
**PRESENTER(S):** Adam Gardiner, Principal, ASG Consulting, INC.

**TITLE:**

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**Legislative Session Review**

**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion.

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**BACKGROUND:**  
The Utah State Legislature was in session until March 7, 2025. Lawmakers proposed and discussed legislation that impacts or is of interest to the Utah Transit Authority.

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**DISCUSSION:**  
Adam Gardiner, Principal at ASG Consulting, will give a review of relevant legislation that was brought before the Utah Legislature during the 2025 session.

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**ATTACHMENTS:**  
None



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 3/12/2025**

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

**TITLE:**

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**Executive Director Report**

- Continuous Improvement Excellence Award - Vanpool
- Emergency Approval of Equipment Contract by Executive Director

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Jay Fox, Executive Director, will provide the following:

- Continuous Improvement Excellence Award - Vanpool - Alisha Garrett, Richard Murray
- Emergency Approval of Equipment Contract by Executive Director - Jay Fox, Alisha Garrett



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 3/12/2025**

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

**TITLE:**

**Strategic Plan Minute: Achieving Organizational Excellence through Strategy Deployment**

**AGENDA ITEM TYPE:**

Report

**RECOMMENDATION:**

Informational report for discussion

**BACKGROUND:**

At the end of 2022, UTA adopted its 2022-2030 Strategic Goals and Objectives. The strategic plan minute provides an update on one of the five UTA strategic priorities - Quality of Life, Customer Expectations, Organizational Excellence, Community Support, and Economic Return.

**DISCUSSION:**

This strategic plan minute focuses on Achieving Organizational Excellence. The executive team's 2025 strategic one pager sets an annual target to mature our organizational excellence systems by 25%. This discussion will highlight the progress and maturity of our strategy deployment system since its inception in 2023.

**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 3/12/2025**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Viola Miller, Chief Financial Officer  
Brad Armstrong, Director Budget & Financial Strategy

**TITLE:**

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**Financial Report - January 2025**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual reports to be included in the monthly financial report. The January 2025 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided is the monthly Board Dashboard which summarizes key information from the January 2025 Monthly Financial Statements.

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**DISCUSSION:**

At the March 12, 2025, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections, operating expense variances, and capital budget status. The Chief Financial Officer will also present key metrics in Accounting, Supply Chain, and Fares and receive questions from the Board of Trustees.

**ALTERNATIVES:**

n/a

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**FISCAL IMPACT:**

n/a

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**ATTACHMENTS:**

- January 2025 Board Dashboard
- January 2025 Monthly Financial Statements

# Utah Transit Authority

Board Dashboard: Jan 31, 2025

<b>Financial Metrics</b>	Jan Actual	Jan Budget	Fav / (Unfav)	%	YTD Actual	YTD Budget	Fav / (Unfav)	%
Sales Tax (Dec '24 mm \$)	\$ 45.4	\$ 47.6	\$ (2.13)	● -4.5%	\$ 492.4	\$ 493.7	\$ (1.24)	● -0.3%
Fare Revenue (mm)	\$ 3.1	\$ 3.0	\$ 0.12	● 4.0%	\$ 3.1	\$ 3.0	\$ 0.12	● 4.0%
Operating Exp (mm)	\$ 37.4	\$ 38.6	\$ 1.19	● 3.1%	\$ 37.4	\$ 38.6	\$ 1.19	● 3.1%
Subsidy Per Rider (SPR)	\$ 9.98	\$ 10.21	\$ 0.23	● 2.3%	\$ 9.98	\$ 10.21	\$ 0.23	● 2.3%
UTA Diesel Price (\$/gal)	\$ 2.34	\$ 3.60	\$ 1.26	● 35.0%	\$ 2.34	\$ 3.60	\$ 1.26	● 35.0%
<b>Operating Metrics</b>	Jan Actual	Jan-25	F / (UF)	%	YTD Actual	YTD 2025	F / (UF)	%
Ridership (mm)	3.44	3.20	0.2	● 7.5%	3.44	3.20	0.2	● 7.5%
<b>Energy Cost by Type (Monthly Avg YTD)</b>								
	<b>Diesel Bus</b> (Cost per Mile)				\$ 0.53			
	<b>Diesel CR</b> (Cost per Mile)				\$ 5.05			
	<b>Unleaded Gas</b> (Cost per Mile)				\$ 0.48			
	<b>CNG</b> (Cost per Mile)				\$ 0.36			
	<b>Bus Propulsion Power</b> (Cost per Mile)				\$ 0.23			
	<b>TRAX Propulsion Power</b> (Cost per Mile)				\$ 1.81			

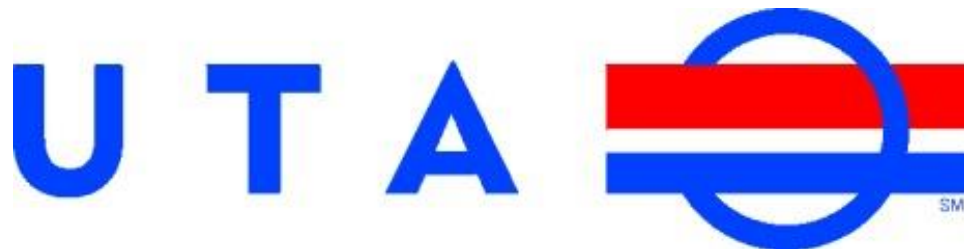
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

January 31, 2025



**KEY ITEM REPORT  
(UNAUDITED)  
As of January 31, 2025**

EXHIBIT 1-1

	<b>2025 YTD ACTUAL</b>	<b>2025 YTD BUDGET</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>	<b>% FAVORABLE (UNFAVORABLE)</b>
1 Operating Revenue	\$ (3,304,336)	\$ (3,200,934)	\$ 103,402	3%
2 Operating Expenses	<u>37,397,033</u>	<u>38,584,500</u>	<u>1,187,467</u>	<u>3%</u>
3 <b>Net Operating Income (Loss)</b>	<b><u>(34,092,697)</u></b>	<b><u>(35,383,566)</u></b>	<b><u>1,290,869</u></b>	<b><u>4%</u></b>
4 Capital Revenue	(3,520,321)	(19,493,083)	(15,972,762)	-82%
5 Capital Expenses	<u>4,060,758</u>	<u>27,519,250</u>	<u>23,458,492</u>	<u>85%</u>
6 <b>Net Capital Income (Loss)</b>	<b><u>(540,437)</u></b>	<b><u>(8,026,167)</u></b>	<b><u>7,485,729</u></b>	<b><u>93%</u></b>
7 Sales Tax	(36,529,466)	(36,529,466)	0	0%
8 Other Revenue	(9,374,156)	(7,693,250)	1,680,906	22%
9 Debt Service	5,005,111	6,472,552	1,467,441	23%
10 Sale of Assets	<u>(5,250)</u>	<u>-</u>	<u>5,250</u>	
11 <b>Net Non-Operating Income (Loss)</b>	<b><u>40,903,761</u></b>	<b><u>37,750,164</u></b>	<b><u>3,153,597</u></b>	<b><u>8%</u></b>
12 <b>Contribution to Cash Balance</b>	<b><u>\$ 6,270,626</u></b>	<b><u>\$ (5,659,569)</u></b>	<b><u>\$ 11,930,195</u></b>	<b>211%</b>
13 Amortization	758,006			
14 Depreciation	<u>11,967,351</u>			
15 <b>Total Non-cash Items</b>	<b><u>\$ 12,725,357</u></b>			

**STATISTICS**

**RIDERSHIP**

<b>2024 YE Actual</b>	<b>Jan 2025</b>	<b>Jan 2024</b>	<b>Difference</b>	<b>2025 YTD</b>	<b>2024 YTD</b>	<b>Difference</b>
16 40,478,945	3,435,240	3,195,389	239,851	3,435,240	3,195,389	239,851

**OPERATING SUBSIDY PER RIDER -**

	<b>SPR</b>
17 Net Operating Expense	\$ 37,397,033
18 Less: Passenger Revenue	<u>- (3,125,169)</u>
19 Subtotal	34,271,864
20 Divided by: Ridership	<u>÷ 3,435,240</u>
21 Subsidy per Rider	<b><u>\$ 9.98</u></b>

**SUMMARY FINANCIAL DATA  
(UNAUDITED)**

EXHIBIT 1-2

As of January 31, 2025

**BALANCE SHEET**

	1/31/2025	1/31/2024	Change January
<b>CURRENT ASSETS</b>			
1 Cash	\$ 28,434,010	\$ 18,325,225	55%
2 Investments (Unrestricted)	324,553,546	489,660,466	-34%
3 Investments (Restricted)	83,961,101	110,325,765	-24%
4 Receivables	116,570,890	113,509,127	3%
5 Receivables - Federal Grants	318,932	3,872,754	-92%
6 Inventories	47,037,197	44,789,002	5%
7 Prepaid Expenses	2,391,508	1,239,971	93%
<b>8 TOTAL CURRENT ASSETS</b>	<b>\$ 603,267,186</b>	<b>\$ 781,722,311</b>	
9 Property, Plant & Equipment (Net)	2,953,513,862	2,931,957,981	1%
10 Other Assets	122,308,673	167,148,853	-27%
<b>11 TOTAL ASSETS</b>	<b>\$ 3,679,089,721</b>	<b>\$ 3,880,829,144</b>	
12 Current Liabilities	\$ 121,864,987	\$ 64,646,770	89%
14 Net Pension Liability	142,283,669	166,224,640	-14%
15 Outstanding Debt	2,194,248,676	2,267,425,468	-3%
16 Net Investment in Capital Assets	867,012,979	799,380,866	8%
17 Restricted Net Position	38,184,936	89,246,180	-57%
18 Unrestricted Net Position	315,494,474	493,905,220	-36%
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 3,679,089,721</b>	<b>\$ 3,880,829,144</b>	

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>			
20 2018 Bond Proceeds	\$ 66	\$ 63	6%
21 2019 Bond Proceeds	4,678	692,157	-99%
22 Debt Service Interest Payable	2,896,920	59,759,272	-95%
23 Risk Contingency Fund	8,367,472	8,130,674	3%
24 Catastrophic Risk Reserve Fund	1,166,342	1,132,663	3%
25 Box Elder County ROW (sales tax)		3,278,330	676%
26 Utah County 4th Qtr (sales tax)	25,426,260	16,218,159	
27 Amounts held in escrow	46,093,837	36,214,027	27%
<b>28 TOTAL RESTRICTED RESERVES</b>	<b>\$ 83,955,574</b>	<b>\$ 125,425,346</b>	
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>			
29 General Reserves	72,100,000	72,100,000	
30 Service Sustainability Reserves	12,017,000	12,017,000	
31 Capital Reserve	45,616,000	45,616,000	
32 Debt Reduction Reserve	30,000,000	30,000,000	
<b>33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b>\$ 159,733,000</b>	<b>\$ 159,733,000</b>	
<b>34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b>\$ 243,688,574</b>	<b>\$ 285,158,346</b>	

**SUMMARY FINANCIAL DATA**

EXHIBIT 1-3

(UNAUDITED)

As of January 31, 2025

**REVENUE & EXPENSES**

	<b>ACTUAL</b> <b>Jan-25</b>	<b>ACTUAL</b> <b>Jan-24</b>	<b>YTD</b> <b>2025</b>	<b>YTD</b> <b>2024</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,125,169)	\$ (4,278,455)	\$ (3,125,169)	\$ (4,278,455)
2 Advertising Revenue	(179,167)	-	(179,167)	-
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,304,336)</b>	<b>\$ (4,278,455)</b>	<b>\$ (3,304,336)</b>	<b>\$ (4,278,455)</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 14,004,933	\$ 12,330,662	\$ 14,004,933	\$ 12,330,662
5 Commuter Rail	2,608,512	2,522,013	2,608,512	2,522,013
6 Light Rail	4,633,098	4,534,713	4,633,098	4,534,713
7 Maintenance of Way	2,471,929	1,893,604	2,471,929	1,893,604
8 Paratransit Service	2,423,507	2,211,423	2,423,507	2,211,423
9 RideShare/Van Pool Services	409,784	251,154	409,784	251,154
10 Microtransit	430,598	453,004	430,598	453,004
11 Operations Support	5,530,297	5,636,876	5,530,297	5,636,876
12 Administration	4,884,316	4,878,543	4,884,316	4,878,543
13 Non-Departmental	60	-	60	-
14 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 37,397,033</b>	<b>\$ 34,711,992</b>	<b>\$ 37,397,033</b>	<b>\$ 34,711,992</b>
15 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 34,092,697</b>	<b>\$ 30,433,537</b>	<b>\$ 34,092,697</b>	<b>\$ 30,433,537</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	(2,069,214)	(3,361,442)	(2,069,214)	(3,361,442)
17 Sales Tax Revenue <sup>1</sup>	(36,529,466)	(34,103,840)	(36,529,466)	(34,103,840)
18 Other Revenue	(827,019)	(677,981)	(827,019)	(677,981)
19 Fed Operations/Preventative Maint. Revenue	(6,477,923)	16	(6,477,923)	16
20 Bond Interest	4,611,081	6,069,913	4,611,081	6,069,913
21 Bond Interest UTCT	148,357	148,357	148,357	148,357
22 Bond Cost of Issuance/Fees	-	43,500	-	43,500
23 Lease Interest	245,673	134,934	245,673	134,934
24 Sale of Assets	(5,250)	(16,500)	(5,250)	(16,500)
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (40,903,761)</b>	<b>\$ (31,763,043)</b>	<b>\$ (40,903,761)</b>	<b>\$ (31,763,043)</b>
26 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 6,811,064</b>	<b>\$ 1,329,506</b>	<b>\$ 6,811,064</b>	<b>\$ 1,329,506</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(344,047)	(339,685)	(344,047)	(339,685)
28 Bond Refunding Cost Amortization	1,102,053	1,242,598	1,102,053	1,242,598
29 Future Revenue Cost Amortization	-	67,576	-	67,576
30 Depreciation	11,967,351	11,774,255	11,967,351	11,774,255
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 12,725,357</b>	<b>\$ 12,744,744</b>	<b>\$ 12,725,357</b>	<b>\$ 12,744,744</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

**BUDGET TO ACTUAL REPORT  
(UNAUDITED)**

EXHIBIT 1-4

As of January 31, 2025

**CURRENT MONTH**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Jan-25</b>	<b>Jan-25</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,125,169)	\$ (3,005,017)	\$ 120,152	4%
2 Advertising Revenue	(179,167)	(195,917)	(16,750)	-9%
3 <b>TOTAL OPERATING REVENUE</b>	<b><u>\$ (3,304,336)</u></b>	<b><u>\$ (3,200,934)</u></b>	<b><u>\$ 103,402</u></b>	<b>3%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 14,004,933	13,493,939	\$ (510,994)	-4%
5 Commuter Rail	2,608,512	1,752,137	(856,375)	-49%
6 Light Rail	4,633,098	5,256,410	623,312	12%
7 Maintenance of Way	2,471,929	1,926,390	# (545,539)	-28%
8 Paratransit Service	2,423,507	2,488,962	# 65,455	3%
9 RideShare/Van Pool Services	409,784	336,139	# (73,645)	-22%
10 Microtransit	430,598	1,400,877	# 970,279	69%
11 Operations Support	5,530,297	5,722,973	# 192,676	3%
12 Administration	4,884,316	6,206,673	1,322,357	21%
13 Non-Departmental	60	-	(60)	
14 <b>TOTAL OPERATING EXPENSE</b>	<b><u>\$ 37,397,033</u></b>	<b><u>\$ 38,584,500</u></b>	<b><u>\$ 1,187,467</u></b>	<b>3%</b>
15 <b>NET OPERATING (INCOME) LOSS</b>	<b><u>\$ 34,092,697</u></b>	<b><u>\$ 35,383,566</u></b>	<b><u>\$ 1,290,869</u></b>	<b>4%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (2,069,214)	\$ (423,750)	\$ 1,645,464	388%
17 Sales Tax Revenue	(36,529,466)	(36,529,466)	0	0%
18 Other Revenue	(827,019)	(1,235,500)	(408,481)	-33%
19 Fed Operations/Preventative Maint. Revenue	(6,477,923)	(6,034,000)	443,923	36%
20 Bond Interest	4,611,081	6,049,457	1,438,376	24%
21 Bond Interest UTCT	148,357	139,793	(8,564)	-6%
22 Bond Cost of Issuance/Fees	-	-	-	
23 Lease Interest	245,673	283,303	37,630	13%
24 Sale of Assets	(5,250)	-	5,250	
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b><u>\$ (40,903,761)</u></b>	<b><u>\$ (37,750,164)</u></b>	<b><u>\$ 3,153,597</u></b>	<b>8%</b>
26 <b>CONTRIBUTION TO RESERVES</b>	<b><u>\$ 6,811,064</u></b>	<b><u>\$ 2,366,598</u></b>		

**BUDGET TO ACTUAL REPORT  
(UNAUDITED)**

EXHIBIT 1-5

As of January 31, 2025

**YEAR TO DATE**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Jan-25</b>	<b>Jan-25</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,125,169)	\$ (3,005,017)	\$ 120,152	4%
2 Advertising Revenue	(179,167)	(195,917)	(16,750)	-9%
<b>3 TOTAL OPERATING REVENUE</b>	<b><u>\$ (3,304,336)</u></b>	<b><u>\$ (3,200,934)</u></b>	<b><u>\$ 103,402</u></b>	<b>3%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 14,004,933	\$ 13,493,939	\$ (510,994)	-4%
5 Commuter Rail	2,608,512	1,752,137	(856,375)	-49%
6 Light Rail	4,633,098	5,256,410	623,312	12%
7 Maintenance of Way	2,471,929	1,926,390	(545,539)	-28%
8 Paratransit Service	2,423,507	2,488,962	65,455	3%
9 RideShare/Van Pool Services	409,784	336,139	(73,645)	-22%
10 Microtransit	430,598	1,400,877	970,279	69%
11 Operations Support	5,530,297	5,722,973	192,676	3%
12 Administration	4,884,316	6,206,673	1,322,357	21%
13 Non-Departmental	60	-	(60)	
<b>14 TOTAL OPERATING EXPENSE</b>	<b><u>\$ 37,397,033</u></b>	<b><u>\$ 38,584,500</u></b>	<b><u>\$ 1,187,467</u></b>	<b>3%</b>
<b>15 NET OPERATING (INCOME) LOSS</b>	<b><u>\$ 34,092,697</u></b>	<b><u>\$ 35,383,566</u></b>	<b><u>\$ 1,290,869</u></b>	<b>4%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (2,069,214)	\$ (423,750)	\$ 1,645,464	388%
17 Sales Tax Revenue	(36,529,466)	(36,529,466)	0	0%
18 Other Revenue	(827,019)	(1,235,500)	(408,481)	-33%
19 Fed Operations/Preventative Maint. Revenue	(6,477,923)	(6,034,000)	443,923	7%
20 Bond Interest	4,611,081	6,049,457	1,438,376	24%
21 Bond Interest UTCT	148,357	139,793	(8,564)	-6%
22 Bond Cost of Issuance/Fees	-	-	-	
23 Lease Interest	245,673	283,303	37,630	13%
24 Sale of Assets	(5,250)	-	5,250	
<b>25 TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b><u>\$ (40,903,761)</u></b>	<b><u>\$ (37,750,164)</u></b>	<b><u>\$ 3,153,597</u></b>	<b>8%</b>
<b>26 CONTRIBUTION TO RESERVES</b>	<b><u>\$ 6,811,064</u></b>	<b><u>\$ 2,366,598</u></b>		

**BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)**

EXHIBIT 1-4A

As of January 31, 2025

**CURRENT MONTH**

		<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
		<b>Jan-25</b>	<b>Jan-25</b>	<b>FAVORABLE</b>	<b>FAVORABLE</b>
				<b>(UNFAVORABLE)</b>	<b>(UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>					
1	Board of Trustees	\$ 223,719	\$ 314,069	\$ 90,350	29%
2	Executive Director	368,304	628,222	259,918	41%
3	Chief Communication Officer	184,734	403,498	218,764	54%
4	Chief Planning and Engagement Off	1,454,011	2,268,981	814,970	36%
5	Chief Finance Officer	1,386,250	1,619,771	233,521	14%
6	Chief Operating Officer	30,133,344	29,171,513	(961,831)	-3%
7	Chief People Officer	953,553	1,153,978	200,425	17%
8	Chief Development Officer	617,133	677,787	60,654	9%
9	Chief Enterprise Strategy Officer	2,075,926	2,346,681	270,755	12%
10	Non-Departmental	60	-	(60)	
11	<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 37,397,034</b>	<b>\$ 38,584,500</b>	<b>\$ 1,187,466</b>	<b>3%</b>

**YEAR TO DATE**

		<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
		<b>Jan-24</b>	<b>Jan-24</b>	<b>FAVORABLE</b>	<b>FAVORABLE</b>
				<b>(UNFAVORABLE)</b>	<b>(UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>					
12	Board of Trustees	\$ 223,719	\$ 314,069	\$ 90,350	29%
13	Executive Director	368,304	628,222	259,918	41%
14	Chief Communication Officer	184,734	403,498	218,764	54%
15	Chief Planning and Engagement Off	1,454,011	2,268,981	814,970	36%
16	Chief Finance Officer	1,386,250	1,619,771	233,521	14%
17	Chief Operating Officer	30,133,344	29,171,513	(961,831)	-3%
18	Chief People Officer	953,553	1,153,978	200,425	17%
19	Chief Development Officer	617,133	677,787	60,654	9%
20	Chief Enterprise Strategy Officer	2,075,926	2,346,681	270,755	12%
21	Non-Departmental	60	-	(60)	
22	<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 37,397,034</b>	<b>\$ 38,584,500</b>	<b>\$ 1,187,466</b>	<b>3%</b>

**CAPITAL PROJECTS  
(UNAUDITED)  
As of January 31, 2025**

EXHIBIT 1-6

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	<b>2025 ACTUAL</b>	<b>ANNUAL BUDGET</b>	<b>PERCENT</b>
<b>EXPENSES</b>			
1 Capital Services	2,148,140	\$ 276,029,000	0.8%
2 Enterprise Strategy	1,390,665	15,809,000	8.8%
3 Executive Director (Safety)	10,400	1,996,000	0.5%
4 Finance	117,130	21,211,000	0.6%
5 Operations	418,860	9,700,000	4.3%
6 People	3,301	2,145,000	0.2%
7 Planning & Engagement	(27,737)	3,341,000	-0.8%
<b>9 TOTAL</b>	<b><u>4,060,758</u></b>	<b><u>\$ 330,231,000</u></b>	<b>1.2%</b>
<b>REVENUES</b>			
10 GRANT	\$ 3,300,082	\$ 127,571,000	2.6%
11 STATE CONTRIBUTION	218,973	45,619,000	0.5%
12 LEASES (PAID TO DATE)	-	32,652,000	0.0%
13 BONDS	-	23,055,000	0.0%
14 LOCAL PARTNERS	1,266	5,020,000	0.0%
15 UTA FUNDING	529,038	96,314,000	0.5%
<b>16 TOTAL</b>	<b><u>4,049,359</u></b>	<b><u>\$ 330,231,000</u></b>	<b>1.2%</b>

**FAREBOX RECOVERY & SPR  
(UNAUDITED)**

EXHIBIT 1-7

As of January 31, 2025

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Jan-25	Jan-24	2025	2024
<b>UTA</b>				
Fully Allocated Costs	37,397,033	34,711,992	37,397,033	34,711,992
Passenger Farebox Revenue	3,125,169	4,278,455	3,125,169	4,278,455
Passengers	3,435,240	3,195,389	3,435,240	3,195,389
Farebox Recovery Ratio	8.4%	12.3%	8.4%	12.3%
Actual Subsidy per Rider	\$9.98	\$9.52	\$9.98	\$9.52
<b>BUS SERVICE</b>				
Fully Allocated Costs	19,073,423	17,442,125	19,073,423	17,442,125
Passenger Farebox Revenue	1,324,261	1,307,043	1,324,261	1,307,043
Passengers	1,738,246	1,646,853	1,738,246	1,646,853
Farebox Recovery Ratio	6.9%	7.5%	6.9%	7.5%
Actual Subsidy per Rider	\$10.21	\$9.80	\$10.21	\$9.80
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	9,521,717	8,925,468	9,521,717	8,925,468
Passenger Farebox Revenue	606,827	635,858	606,827	635,858
Passengers	1,111,805	1,012,268	1,111,805	1,012,268
Farebox Recovery Ratio	6.4%	7.1%	6.4%	7.1%
Actual Subsidy per Rider	\$8.02	\$8.19	\$8.02	\$8.19
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	4,572,901	4,451,278	4,572,901	4,451,278
Passenger Farebox Revenue	293,547	445,767	293,547	445,767
Passengers	338,376	328,795	338,376	328,795
Farebox Recovery Ratio	6.4%	10.0%	6.4%	10.0%
Actual Subsidy per Rider	\$12.65	\$12.18	\$12.65	\$12.18
<b>MICROTRANSIT</b>				
Fully Allocated Costs	566,875	590,797	566,875	590,797
Passenger Farebox Revenue	38,653	42,366	38,653	42,366
Passengers	53,546	42,086	53,546	42,086
Farebox Recovery Ratio	6.8%	7.2%	6.8%	7.2%
Actual Subsidy per Rider	\$9.86	\$13.03	\$9.86	\$13.03
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,893,244	2,697,917	2,893,244	2,697,917
Passenger Farebox Revenue	556,084	1,506,383	556,084	1,506,383
Passengers	81,399	77,583	81,399	77,583
Farebox Recovery Ratio	19.2%	55.8%	19.2%	55.8%
Actual Subsidy per Rider	\$28.71	\$15.36	\$28.71	\$15.36
<b>RIDESHARE</b>				
Fully Allocated Costs	768,873	604,407	768,873	604,407
Passenger Farebox Revenue	305,798	341,037	305,798	341,037
Passengers	111,869	87,804	111,869	87,804
Farebox Recovery Ratio	39.8%	56.4%	39.8%	56.4%
Actual Subsidy per Rider	\$4.14	\$3.00	\$4.14	\$3.00

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jan-25	Jan-24	2025	2024
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$19,073,423	\$17,442,125	\$19,073,423	\$17,442,125
Light Rail Service	\$9,521,717	\$8,925,468	\$9,521,717	\$8,925,468
Commuter Rail Service	\$4,572,901	\$4,451,278	\$4,572,901	\$4,451,278
Microtransit	\$566,875	\$590,797	\$566,875	\$590,797
Paratransit	\$2,893,244	\$2,697,917	\$2,893,244	\$2,697,917
Rideshare	\$768,873	\$604,407	\$768,873	\$604,407
<b>UTA</b>	<b>\$37,397,033</b>	<b>\$34,711,992</b>	<b>\$37,397,033</b>	<b>\$34,711,992</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,324,261	\$1,307,043	\$1,324,261	\$1,307,043
Light Rail Service	\$606,827	\$635,858	\$606,827	\$635,858
Commuter Rail Service	\$293,547	\$445,767	\$293,547	\$445,767
Microtransit	\$38,653	\$42,366	\$38,653	\$42,366
Paratransit	\$556,084	\$1,506,383	\$556,084	\$1,506,383
Rideshare	\$305,798	\$341,037	\$305,798	\$341,037
<b>UTA</b>	<b>\$3,125,169</b>	<b>\$4,278,455</b>	<b>\$3,125,169</b>	<b>\$4,278,455</b>
<b>PASSENGERS</b>				
Bus Service	1,738,246	1,646,853	1,738,246	1,646,853
Light Rail Service	1,111,805	1,012,268	1,111,805	1,012,268
Commuter Rail Service	338,376	328,795	338,376	328,795
Microtransit	53,546	42,086	53,546	42,086
Paratransit	81,399	77,583	81,399	77,583
Rideshare	111,869	87,804	111,869	87,804
<b>UTA</b>	<b>3,435,240</b>	<b>3,195,389</b>	<b>3,435,240</b>	<b>3,195,389</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	6.9%	7.5%	6.9%	7.5%
Light Rail Service	6.4%	7.1%	6.4%	7.1%
Commuter Rail Service	6.4%	10.0%	6.4%	10.0%
Microtransit	6.8%	7.2%	6.8%	7.2%
Paratransit	19.2%	55.8%	19.2%	55.8%
Rideshare	39.8%	56.4%	39.8%	56.4%
<b>UTA</b>	<b>8.4%</b>	<b>12.3%</b>	<b>8.4%</b>	<b>12.3%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$10.21	\$9.80	\$10.21	\$9.80
Light Rail Service	\$8.02	\$8.19	\$8.02	\$8.19
Commuter Rail Service	\$12.65	\$12.18	\$12.65	\$12.18
Microtransit	\$9.86	\$13.03	\$9.86	\$13.03
Paratransit	\$28.71	\$15.36	\$28.71	\$15.36
Rideshare	\$4.14	\$3.00	\$4.14	\$3.00
<b>UTA</b>	<b>\$9.98</b>	<b>\$9.52</b>	<b>\$9.98</b>	<b>\$9.52</b>

**SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)**

EXHIBIT 1-9

As of January 31, 2025

<b>Classification</b>	<b>Total</b>	<b>Current</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>90-120 Days</b>	<b>Over 120 Days</b>
1 Federal Grants Government <sup>1</sup>	\$ 318,932	\$ 318,932	-	-	-	-
2 Sales Tax Contributions	87,820,699	35,407,953	\$ 52,412,746	-	-	-
3 Warranty Recovery	1,360,113	1,360,113	-	-	-	-
4 Build America Bond Subsidies	-	-	-	\$ -	\$ -	\$ -
5 Product Sales and Development	2,572,021	1,257,163	38,282	398,731	434,645	443,200
6 Pass Sales	65,477	162,445	1,785	(2,635)	85	(96,203)
7 Property Management	177,310	20,402	788	19,096	14,734	122,289
8 Vanpool/Rideshare	169,216	75,854	41,924	16,294	8,461	26,682
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	20,994,434	-	7,190,282	6,457	644,583	13,153,111
12 Other	2,887,701	2,523,324	3,796	1,649	-	358,932
13 <b>Total</b>	<b>\$ 116,889,822</b>	<b>\$ 41,650,106</b>	<b>\$ 59,689,604</b>	<b>\$ 439,592</b>	<b>\$ 1,102,508</b>	<b>\$ 14,008,012</b>

**Percentage Due by Aging**

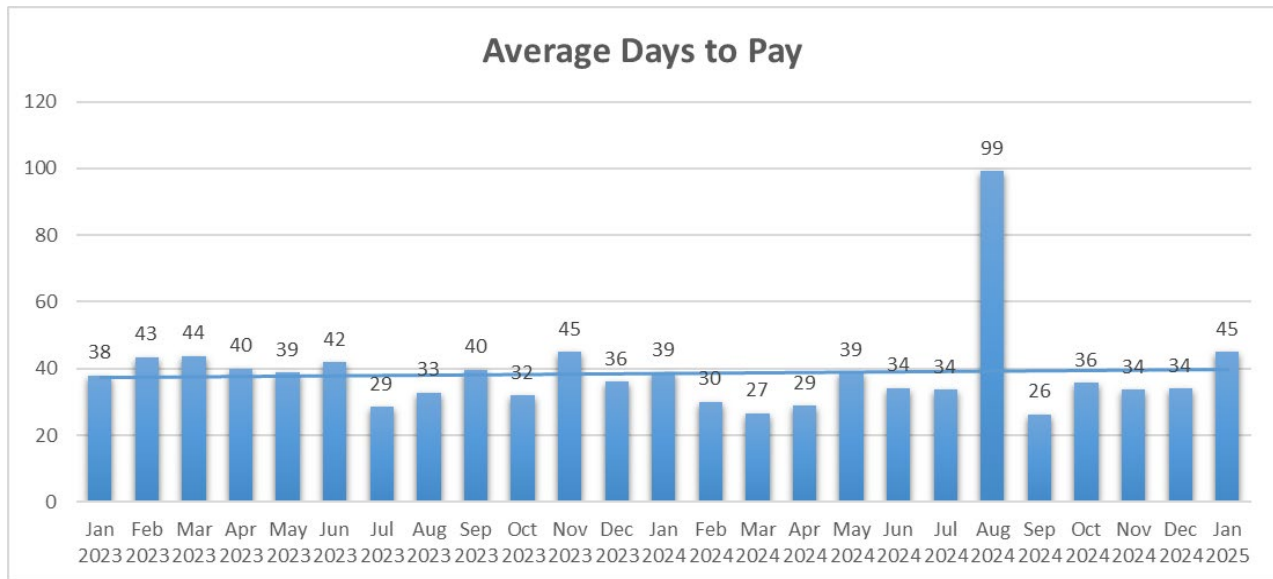
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	40.3%	59.7%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	48.9%	1.5%	15.5%	16.9%	17.2%
19 Pass Sales	248.1%	2.7%	-4.0%	0.1%	-146.9%
20 Property Management	11.5%	0.4%	10.8%	8.3%	69.0%
21 Vanpool/Rideshare	44.8%	24.8%	9.6%	5.0%	15.8%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	0.0%	34.2%	0.0%	3.1%	62.7%
25 Other	87.4%	0.1%	0.1%	0.0%	12.4%
26 <b>Total</b>	<b>35.6%</b>	<b>51.1%</b>	<b>0.4%</b>	<b>0.9%</b>	<b>12.0%</b>

<sup>1</sup> Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
FROM JAN 1, 2025 THROUGH JAN 31, 2025  
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
02303791	10/25/2024	Stadler US, Inc	387790	1/8/2025	(6,457,533.70)
02203566	6/3/2020	SCHEIDT & BACHMANN USA, INC.	902409	1/8/2025	(365,087.70)
02003243	6/3/2020	MV PUBLIC TRANSPORTATION	902410	1/8/2025	(261,485.55)
02003243	6/3/2020	MV PUBLIC TRANSPORTATION	902410	1/8/2025	(264,585.80)
R2025-01-02	1/15/2025	Cambridge Associates, LLC.	387869	1/10/2025	(1,282,940.34)
R2025-01-02	1/15/2025	UTAH ST TAX (WITHHOLDING ONLY)	387899	1/10/2025	(341,127.42)
01903143	6/2/2020	UNITED WAY COMMUNITY SERV	902489	1/15/2025	(200,023.11)
00243813	5/8/2024	PAULSEN CONSTRUCTION, INC.	902492	1/15/2025	(241,559.00)
02403819	5/8/2024	PAULSEN CONSTRUCTION, INC.	902492	1/15/2025	(313,242.00)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(270,368.67)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(217,124.44)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(339,825.12)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(478,910.00)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(997,752.33)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(445,567.56)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(478,517.65)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(284,932.00)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(267,959.11)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(275,109.33)
00233786	6/9/2021	Stacy and Witbeck, Inc.	902493	1/15/2025	(405,205.70)
02103429	7/27/2021	Mott MacDonald LLC	387944	1/15/2025	(202,107.31)
00243830	6/27/2024	ACME CONSTRUCTION, INC.	387948	1/15/2025	(208,408.00)
02403849	10/28/2024	Kiewit Infrastructure West Co.	902568	1/23/2025	(296,027.55)
02403849	10/28/2024	Kiewit Infrastructure West Co.	902568	1/23/2025	(209,702.34)
00223632	4/14/2023	AECOM Technical Services, Inc.	902569	1/23/2025	(401,734.05)
00243882	5/23/2018	Granite Construction Company	902570	1/23/2025	(216,201.40)
00243882	5/23/2018	Granite Construction Company	902570	1/23/2025	(462,792.49)
01137303	1/10/2024	Workday Inc	388068	1/23/2025	(516,518.00)
R2025-01-02	1/15/2025	ROCKY MOUNTAIN POWER	388069	1/23/2025	(1,042,480.27)
02203639	6/14/2023	Skidmore, Owings & Merrill LLP	388152	1/23/2025	(505,237.38)
02203639	6/14/2023	Skidmore, Owings & Merrill LLP	388152	1/23/2025	(715,615.05)
R2025-01-02	1/15/2025	Cambridge Associates, LLC.	388164	1/24/2025	(1,673,144.64)
R2025-01-02	1/15/2025	MUTUAL OF AMERICA LIFE INS.	388184	1/24/2025	(1,107,257.28)
R2025-01-02	1/15/2025	UTAH ST TAX (WITHHOLDING ONLY)	388194	1/24/2025	(345,247.81)
R2025-01-02	1/15/2025	VANTAGEPOINT TRANSFER AGENTS -	388196	1/24/2025	(1,335,718.34)
00203399	9/7/2021	VIA TRANSPORTATION INC	902662	1/29/2025	(218,817.94)
02303816	4/5/2024	Siemens Mobility Inc	902664	1/29/2025	(207,680.00)
00172455	8/30/2018	MOTIVE POWER, LLC	902666	1/29/2025	(522,910.00)
00203378	8/23/2024	C3M Power Systems LLC	902667	1/29/2025	(415,020.75)
00182595	11/29/2018	MICHELIN NORTH AMERICAN , INC.	902668	1/29/2025	(258,300.00)
00203384	5/4/2024	HNTB Corporation	902669	1/29/2025	(205,566.41)
00203349	6/9/2021	Stacy and Witbeck, Inc.	902670	1/29/2025	(1,670,773.00)
01136796	6/9/2021	Stacy and Witbeck, Inc.	902670	1/29/2025	(273,778.33)
00017423	12/4/2024	Utah Dept of Transportation (U	902671	1/29/2025	(3,571,341.42)





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 3/12/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Patrick Preusser, Chief Operating Officer  
**PRESENTER(S):** Kayleigh Hammerschmid, Assistant Manager of Service Delivery

**TITLE:**

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**Contract: Operator Uniforms (Skaggs Companies, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute contract #24-03890 and associated disbursements with Skaggs Companies, Inc. for operator uniforms in the not-to-exceed amount of \$1,950,000 (including a two (2) year base term and three (3) one year option periods).

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**BACKGROUND:**

UTA requires a contract for operator uniforms to provide uniforms to operators in all operations service units. This includes monitoring inventory levels, supplying uniforms on the approved uniform list, delivering and stocking uniforms with sufficient inventory levels to complete all the requirements as referenced in the RFP.

UTA conducted an RFP solicitation and received multiple proposals; after evaluation, UTA selected Skaggs Companies, Inc. as the selected bidder with best overall value.

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**DISCUSSION:**

UTA Staff is requesting approval of contract 24-03890 in the not-to-exceed amount of \$780,000 over a two (2) year period with the option to extend the initial term for up to three (3) additional one-year option periods, for a total contract period not to exceed five (5) years or \$1,950,000.

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**CONTRACT SUMMARY:**

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<b>Contractor Name:</b>	Skaggs Companies, Inc.
<b>Contract Number:</b>	24-03890
<b>Base Contract Effective Dates:</b>	March 12, 2025 - March 31, 2027
<b>Extended Contract Dates:</b>	April 1, 2027 - March 31, 2030 (three option years)
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	NTE \$1,950,000 (including option years)
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	Approved 2025 Operating Budget

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**ALTERNATIVES:**

If the proposed vendor is not approved, we will need to issue a new Request for Proposals.

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**FISCAL IMPACT:**

The 2025 approved budget for uniforms is \$390,000 and future funding request are projected to be \$390,000 annually. The total amount over five (5) year shall not-to-exceed \$1,950,000. Each service unit will be billed monthly, with all funds coming from the Operations Uniforms Budget.

Operators receive the allotment based on the amount in the Collective Bargaining Agreement agreed upon between the Amalgamated Transit Union Local 382 and The Utah Transit Authority of \$350.00 per operator. The allotment is credited yearly to the operator account on their Go-To-Work date. Upon purchasing of items, items are costed to the Service Unit of the operator and paid out of the Uniform Budget of that specific Service Unit.

- 2025 Budget: \$292,500 (Remaining 9 months of 2025)
  - 2026 Budget Request: \$390,000
  - 2027 Budget Request: \$390,000
  - 2028 Budget Request: \$390,000
  - 2029 Budget Request: \$390,000
  - 2030 Budget Request: \$97,500 (Through March 31, 2030)
  - Expected 5-year Total: \$1,950,000
- 

**ATTACHMENTS:**

- Contract: Operator Uniforms (Skaggs Companies, Inc.)

## PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #24-03890JD

Operator Uniforms

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Skaggs Companies, Inc. (“Consultant”).

### RECITALS

WHEREAS, UTA desires to hire professional services for Operator Uniforms.

WHEREAS, On 10/3/2024, UTA issued Request for Proposal Package Number 24-03890JD (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

### AGREEMENT

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

#### 1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. 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.
- c. 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.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. 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.

2. **MANAGEMENT OF WORK**

- a. 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.
- b. 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.

3. **PROGRESS OF WORK**

- a. 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.
- b. 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.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. 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.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, 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.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.F, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant's or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial two (2) - year period expiring March 31, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three (3) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. UTA will consider price adjustments (increases and reductions) 15 months after award. 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.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then 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.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Consultant 's Proposal including, without limitation, all federal certifications (as applicable);

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

## 7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Consultant 's Bid or Proposal including proposed terms or conditions

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

## 8. **CHANGES**

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) 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.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing 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.
- c. 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 requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by 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.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. **PAYMENT PROCEDURES**

**Payment Flexibility:** Consultant shall provide payment flexibility by integrating UTA payment allowances into its operations.

**STAR CARD Program:** Consultant shall offer a “STAR CARD” program, enabling operators to track their yearly allowances and expenditures. This program shall ensure transparency and accountability in financial transactions.

**Budgeting and Discounts:** The STAR CARD program shall streamline budgeting processes and offer discounts on personal purchases.

**Acceptance of UTA-issued P-cards:** Consultant shall accept UTA-issued P-cards for departmental purchases.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and

its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant , Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s Consultants, agent, officers, directors, employees, joint owners, affiliates and Consultants.

**11. USE OF SUBCONSULTANT S**

- a. 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 subConsultant s, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subConsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subConsultant s, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subConsultants.
- e. 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.

**12. KEY PERSONNEL**

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. The following individuals are concerned to be key personnel under this contract.

Nichole Rosemann

\_\_\_\_\_  
\_\_\_\_\_

If the Consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages.

**13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to 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.

- b. 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.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in 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.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subConsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. 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.

b. **FOR DEFAULT:**

If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subConsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

- 1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
- 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
- 3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONSULTANT'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against 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. If UTA terminates the 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 Professional Services furnished by Consultant prior to termination.

#### **15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

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 subConsultants utilized in the performance of the Work at any tier.

#### **16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subConsultant 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. If confidential information is released to any third party without UTA's written consent as described above, Consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
  - A. Information already in the public domain.
  - B. Information disclosed to 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.

**17. PUBLIC INFORMATION.**

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

**18. GENERAL INDEMNIFICATION**

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

**19. INSURANCE REQUIREMENTS**

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

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

- 1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant ".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers’ Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

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

respect to all other available sources.

3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant's insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.  
All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.  
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.
- F. SUBCONSULTANT S: Consultant s' certificate(s) shall include all subConsultant s as additional insureds under its policies or subConsultant s shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultant s. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose

decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

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

21. **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant 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.

22. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this

Contract or the proceeds thereof without specific written authorization by UTA.

23. **CLAIMS/DISPUTE RESOLUTION**

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Uniform Committee Chair/Consultant's Project Manager	Five calendar days
UTA's Contract Buyer/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Procurement Manger/Consultant's [THIRD LEVEL]	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.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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.

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority  
ATTN: Jenny Dang  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant :

Skaggs Companies, Inc  
ATTN: Nichole Rosemann  
3615 S Redwood Road  
West Valley City, UT 84119

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) 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:
- b. 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.
- c. Consultant shall also demonstrate to UTA that subConsultants 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 subConsultant's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

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

37. **REVOLVING DOOR RESTRICTIONS**

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award or amendment. Approval will not be given if there is a strong appearance of an unfair competitigv advantage.

38. **AMENDMENTS**

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

**39. COUNTERPARTS**

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

**40. SURVIVAL**


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

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

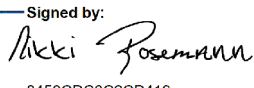
**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_  
Jay Fox  
Executive Director

By \_\_\_\_\_  
Patrick Preusser  
Chief Operating Officer

By  \_\_\_\_\_ 2/11/2025  
70E33A415BA44F6...  
UTA Legal Counsel

**SKAGGS COMPANIES, INC :**

Signed by:  
By  \_\_\_\_\_ 2/13/2025  
8450CDC0C2CD419...  
Name Nikki Rosemann  
Title Skaggs Outside Sales Representative

## **Exhibit A**

### **SCOPE OF WORK**

#### **Contractor's Overall Responsibilities**

Contractor will be responsible for:

- a. Acting as a strategic business partner with Utah Transit Authority, looking for ways to keep our Professional appearance and operator comfort at a great cost.
- b. Supply approved products with UTA Logo embroidered and UTA patches in desired locations.
- c. Provide on-time delivery with consistent quality, design and color of pre-approved stocked uniforms. Delivery time for in-stock items should not exceed 10 days, and special orders or out-of-stock items should not exceed 90 days, with a 60-day status update for special orders or out-of-stock items. Maintaining adequate stock of all necessary uniforms and sizes. Supply receipts to UTA designated personnel in timely manner.
- d. Provide UTA a monthly statement/report.
- e. Attending scheduled Uniform committee meeting, bringing any new product alerts, cost saving ideas and issues.
- f. Accept UTA payment allowance, based off UTA Collective Bargaining Unit for each operator.
- g. Collaborate effectively with designated UTA Operator Uniform Administrator in a timely manner.

#### **Contractor's Project Requirements**

##### **General**

- a. Collaboration: Contractor will work with UTA Operator Uniform Administrator to set up min/max levels of all approved products.
- b. Uniform Standards: UTA will provide current uniform standards, and embroidered Logo/patches to Contractor. (See Exhibit C)
- c. Delivery: Contractor will deliver uniforms within 7-10 days, maintaining quality, design and coloring of pre-approved uniforms. Extended sizes of 4XLT or more may be negotiated.
- d. Stock Maintenance: Keep adequate stock of all Uniforms sizes, including extended sizes. Contractor shall collaborate with UTA Operator Uniform Administrator to define and determine specific items from UTA's price list that will be perpetually maintained in stock at all times.
  - a. The Proposed items from UTA's price list that will be perpetually maintained and in stock at all items and will follow the 10 days turn around

at all times as agreed upon by Contractor and the Uniform Administrator are as follows:

- ELB K5135-RED Sizes S-3XL (S/S polo)
- ELB K5152-ROYAL sizes S-3XL (S/S polo)
- ELB K5145-RED Sizes S-3XL (L/S polo)
- SAN S508-RED Sizes S-3XL (S/S button down)
- SAN S508-ROYAL Sizes S-3XL (S/S button down)
- TRU 1035-BLACK ALL sizes (Cargo Ripstop Pant)
- SAN NE1020-SCARLET RED All sizes (Ball cap)
- SAN NE1020 ROYAL All sizes (Ball Cap)
- ALP 88205-CLASSIC RED All sizes (3in1 Coat)
- ALP 88205-TRUE ROYAL All sizes (3in1 Coat)

These styles were based on the most purchased items recorded during 2023 and 2024. These perpetually maintained items may be reassessed at any time by UTA and Contractor if either party believes changes need to occur based on monthly sales reports.

- e. Catalogs: Provide each of the (8) Eight UTA locations, (1) one Contract administrator and (1) one UTA Operator Uniform Administrator with a Picture catalog of all contracted items, color swatches and Pricing. Update and send revisions within a month of changes, with the revision date on each page.
- f. Special Requests:. Any request for items bearing UTA logos and funded by UTA, which are not listed in the approved catalog, must be submitted to and approved by the UTA Operator Uniform Administrator prior to being sold to an operator.
- g. Receipts: Supply detailed receipts to recipient provided email address within 2 business days after transaction is completed. Email all receipts the designated Coordinators with the title being the name of the UTA employee ordering the product.
- h. Monthly Reports: Supply a monthly statement/report of all transactions to UTA’s Operator Uniform Administrator and Designated Coordinators.
- i. Allowance: Accept UTA allowance, based off UTA Collective Bargaining Unit for each operator.
- j. Communication: Collaborate effectively with designated UTA Operator Uniform Administrator, award winning vendor will be given a detailed list of approved personnel who can change uniform specification, request receipts and reports. UTA is requesting a single contact person for our account that will help with any problems or issues that may arise. All correspondence should be answered by email or phone within three business

days of request.

- k. Quarterly Reviews: Conduct at least two Quarterly Business Reviews (QBR's) in Salt Lake City at UTA's Administration Offices with Contract administrators. These reviews will detail how the contract is going, any issues from either UTA or contractor that needs to be addressed, any cost saving or new product alerts or changes that may need to happen. Contractor will be required to submit a report stating what was ordered in the quarter, delivery times met and any deliveries that are still pending.

### **Delivery Times and Availability:**

- a. Contractor will need to accommodate operators from Salt Lake, Orem/Provo, and Ogden areas either by store front, site-visits, outlets or online/mail orders.
- b. Any non-service items (embroidered or altered) shall be available for pick-up or shipment by the next business day. Any in-stock items requiring service (embroidered or altered) shall be available for pick-up or shipment within ten (10) business days. Items requested for delivery shall be delivered during the monthly scheduled site visits to each of the eight (8) business units.

### **Quality**

- a. Each manufacturer requested in this RFP has been tested and approved as UTA's minimum quality standard. Any bids outside of the current manufacturer list will need to have an approved equal or greater quality.
- b. Quality standards must be maintained throughout the contract. If a manufacturer discontinues an item vendor will provide samples and recommendations of equal or greater quality replacements.

### **Returns and restocks**

- a. Contractor will only accept returns of sized-related items if no services have been performed on the item or if contractor is at fault for providing an incorrectly sized item.
- b. All returns for defective product, or contractor error shall be accepted with an agreement from both UTA and Contractor that item is flawed or was in error. No restock fees shall be incurred.
- c. Contractor bears the cost of returns for items outside of the approved uniform list.
- d. Any approved item wrongfully ordered by UTA will be responsibility of UTA to pay for.
- e. All other returns will be handled with collaboration between UTA and Contractor.

### **Customer Service Expectations**

- a. Freight free delivery, packaging, and restocking
- b. Source and re-order all items without UTA request.

- c. Full support on any emergency situations
- d. A designated Sales Contact specific for UTA for each location, delegating to others during times of absence.
- e. Acknowledgement any UTA employee entering a store front location within 2 minutes and help the UTA employee as soon as possible..
- f. Acknowledgement and answer to any email from UTA employee within 48 hours of receiving.
- g. . All communications with UTA employees and Contractor employees shall be conducted in a professional manner.

**Payment and invoicing**

- a. Each employee is given a set amount depending on yearly allowance. If charges are made by an UTA employee that exceeds the amount of the UTA allowance the employee is responsible for the balance, not UTA. All transactions over the employees annual spend amount will be handled strictly between the UTA employee and Contractor. All items outside of employees annual cost will still need to be an approved UTA uniform item, if this item is to have any UTA labelling on it.
- b. Contractor agrees to only charge employee’s account for merchandise when the product is actually delivered.
- c. All receipts will need to be emailed to applicable UTA contact within 2 business days of transaction with a copy going to UTA employee Name and Badge number at time of pick-up or delivery.

**UTA Operations Locations**

- Meadowbrook**  
3600 South 700 West, Salt Lake City 84119
- Timpanogos**  
1110 South Geneva Road, Orem 84058
- Ogden**  
135 West 17th, Ogden 84404
- The Depot**  
716 West 300 South, Salt Lake City 84104
- Riverside**  
3610 South 900 West, Salt Lake City 84119
- Midvale Trax**  
613 West 6960 South, Midvale 84047
- Jordan River**  
2264 South 900 West, Salt Lake City 84119
- Front Runner/Warm Springs**  
900 North 500 West, Salt Lake City 84116

## Exhibit B

This contract will not exceed \$780,000 for the two (2) base years for all services and efforts as described in the Scope of Work and Contract above with detailed pricing below. The additional option years shall not exceed \$390,000 per year for the first, second and third option year. Total not to exceed for all five (5) years is \$1,950,000.

Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid	First Year Option Price Bid	Second Year Option Price bid	Third Year Option Price bid
<b>Accessories</b>								
FIS 1303	BELT, 1 3/4" Smooth Belt Gold Or Silver Buckles Black	30-44	47	FIVE STAR	\$ 20.70	\$ 22.15	\$ 24.37	\$ 27.54
FIS 1303	BELT, 1 3/4" Smooth Belt Gold Or Silver Buckles Black	46-56	15	FIVE STAR	\$ 22.27	\$ 23.82	\$ 26.21	\$ 29.61
FIS 1304	BELT, 1 3/4" BW Black	30-44	48	FIVE STAR	\$ 21.09	\$ 22.57	\$ 24.83	\$ 28.05
FIS 1304	BELT, 1 3/4" BW Black	46-56	17	FIVE STAR	\$ 22.66	\$ 24.24	\$ 26.67	\$ 30.13
FIS 1305	BELT, 1 1/2" Basketweave Gold Or Silver Buckles	30-44	59	FIVE STAR	\$ 20.31	\$ 21.73	\$ 23.91	\$ 27.02
FIS 1305	BELT, 1 1/2" Basketweave Gold Or Silver Buckles	46-56	20	FIVE STAR	\$ 21.88	\$ 23.41	\$ 25.75	\$ 29.09
FIS 1410	BELT, 1 1/2" Smooth Belt Gold Or Silver Buckles Black	30-44	72	FIVE STAR	\$ 19.53	\$ 20.90	\$ 22.99	\$ 25.98
FIS 1410	BELT, 1 1/2" Smooth Belt Gold Or Silver Buckles Black	46-56	13	FIVE STAR	\$ 21.09	\$ 22.57	\$ 24.83	\$ 28.05
BOS 5860-3 BW	PUNCH HOLDER, Basketweave		53	BOSTON	\$ 21.17	\$ 22.65	\$ 24.92	\$ 28.16
BOS 5860-1 PN	PUNCH HOLDER, Horizontal		46	BOSTON	\$ 21.17	\$ 22.65	\$ 24.92	\$ 28.16
KRA 204-PN *	PUNCH HOLDER, Leather Plain		41	KRASNE	\$ 19.85	\$ 21.24	\$ 23.36	\$ 26.40
KRA 204-BW *	PUNCH HOLDER, Leather Basketweave		61	KRASNE	\$ 19.85	\$ 21.24	\$ 23.36	\$ 26.40
STR 66118 *	FLASHLIGHT, Stylus w/White LED light		12	STREAMLIGHT	\$ 28.48	\$ 30.48	\$ 33.53	\$ 37.88
STR 65018 *	FLASHLIGHT, Stylus LED Pro Penlight		34	STREAMLIGHT	\$ 20.45	\$ 21.88	\$ 24.07	\$ 27.20
STR 66318 *	FLASHLIGHT, Microstream, clamshell pkg, Black		28	STREAM LIGHT	\$ 24.41	\$ 26.11	\$ 28.73	\$ 32.46
STR 71500 *	FLASHLIGHT, Streamlight JR Lux LED		51	STREAM LIGHT	\$ 45.70	\$ 48.90	\$ 53.79	\$ 60.79
YAKPB	ICE CLEAT, Yak Trax Pro traction Cleats for snow and ice Men and Women Sizes	5-15	13	YAK TRAX	\$ 27.34	\$ 29.26	\$ 32.18	\$ 36.37
ADV P-430	GLOVES - UNLINED UNISEX	XS-3XL	5	ADVANCED	\$ 20.95	\$ 22.42	\$ 24.66	\$ 27.86
BLA GL107	GLOVES - Unisex Bike Rumble Shorty	XS-2XL	28	BLAUER	\$ 35.00	\$ 37.45	\$ 41.20	\$ 46.55
HAT BR607	GLOVES - Unisex Mesh Back	S-2XL	31	HATCH	\$ 13.25	\$ 14.18	\$ 15.60	\$ 17.62
DAM D22	GLOVE - Unisex leather Full Finger Driving Unlined	XS-2XL	28	DAMASCUS	\$ 18.75	\$ 20.06	\$ 22.07	\$ 24.94
DAM D22S	GLOVE - Unisex Leather Half-Finger Driving Unlined	XS-2XL	43	DAMASCUS	\$ 13.25	\$ 14.18	\$ 15.60	\$ 17.62
HWI ULD100	GLOVE - Unisex Touch Screen w/Kevlar	XS - 2XL	20	HWI	\$ 31.88	\$ 34.11	\$ 37.52	\$ 42.39
HWI WTS100 *	GLOVE - Winter Touch screen, Tri-laminate Waterproof Fleece Shell Black	XS - 2XL	22	HWI	\$ 26.25	\$ 28.09	\$ 30.90	\$ 34.91
MCH MFL-55-009, 010, 011 *	GLOVE - M-Pact Fingerless Covert	XS - 2XL	13	MECHANIX	\$ 28.00	\$ 29.96	\$ 32.96	\$ 37.24
FRT 150001-019	GLOVES, Men's Tactical Goatskin Palm, Touchscreen Fingertips, snagproof, lightweight	S-2XL	41	FIRST TACTICAL	\$ 31.95	\$ 34.19	\$ 37.61	\$ 42.49
FRT 150002-019	GLOVES, Women's Tactical Goatskin Palm, Touchscreen Fingertips, snagproof, lightweight	S-2XL	7	FIRST TACTICAL	\$ 31.95	\$ 34.19	\$ 37.61	\$ 42.49
	** item numbers adjusted to correctly reflect the discription.							
<b>DISCOUNT OFF ITEMS</b>								
Previously ordered Part numbers	Description	Sizes	Estimated Annual	Brand Quoted	Discount %	First Year Option	Second Year Option	Third Year Option
	SHOES, Black and Polishable, Give a % off discount	ALL	231		10%			
	BOOTS, Black and Polishable, Give a % off discount	ALL	192		10%			
	SUNGLASSES, Any Give a % off Discount	ALL	228		10%			
	SOCKS, White Men and Women high and ankle Any size Give a % discount	ALL/ packs	541		10%			
	Backpacks Any style carried	ALL	89		10%			
SAN BG513 *	Cooler Lunch bags	ALL	58		\$ 15.20	\$ 16.26	\$ 17.89	\$ 20.22
	Hats, All styles Give a % off discount	ALL	383		10%			
	Alterations, Give a % off discount	ALL	16		10%			
<b>Winterware</b>								

Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid	First Year Option Price Bid	Second Year Option Price bid	Third Year Option Price bid
ALP 88205	JACKET, Men's 3 in 1 with Fleece Liner. Black, navy, Royal, red	XS - XL	21	ALPHA BRODER	\$ 93.75	\$ 100.31	\$ 110.34	\$ 124.69
ALP 88205	JACKET, Men's 3 in 1 with Fleece Liner. Black, navy, Royal, red	2XL - 5XL	14	ALPHA BRODER	\$ 105.47	\$ 112.85	\$ 124.14	\$ 140.27
ALP 88205T	JACKET, Men's Tall 3 in 1 with Fleece Liner. Black, navy	LT - XLT	4	ALPHA BRODER	\$ 109.38	\$ 117.03	\$ 128.73	\$ 145.47
ALP 88205T	JACKET, Men's Tall 3 in 1 with Fleece Liner. Black, navy	2XLT - 5XLT	8	ALPHA BRODER	\$ 121.09	\$ 129.57	\$ 142.53	\$ 161.06
BLA 4670-65	JACKET, Men's 3 in 1 colorblock with shell. Black, Red	2XL - 5XL	29	BLAUER	\$ 270.70	\$ 289.65	\$ 318.62	\$ 360.04
BLA 4670-65 (Black) BLA 4670-84 (Red)	JACKET, Men's 3 in 1 colorblock with shell. Black, Red	XS - XL	73	BLAUER	\$ 154.69	\$ 165.52	\$ 182.07	\$ 205.74
RYL 48153-019 (Black) RYL 48153-724 (Navy)	JACKET, Mens 5 in 1 Tactical Valiant Duty	XS-5XL	7	5.11 TACTICAL	\$ 299.17	\$ 320.11	\$ 352.13	\$ 397.90
SAI 5510	SWEATER, Unisex Heavyweight Zip Front Crewneck Cardigan Black, Navy	S-XL	24	SCHOOL	\$ 50.39	\$ 53.92	\$ 59.31	\$ 67.02
SAI 5510	SWEATER, Unisex Heavyweight Zip Front Crewneck Cardigan Black, Navy	2XL-5XL	14	SCHOOL	\$ 58.98	\$ 63.11	\$ 69.42	\$ 78.45
SAI 5600	SWEATER; Unisex Cardigan, Button, Black, Navy	S-XL	14	SCHOOL	\$ 47.34	\$ 50.66	\$ 55.72	\$ 62.97
SAI 5600	SWEATER; Unisex Cardigan, Button, Black, Navy	2XL-5XL	13	SCHOOL	\$ 55.39	\$ 59.27	\$ 65.19	\$ 73.67
SAI 6225	JACKET, Unisex Medium weight Water repel Black, Navy, Red	S-XL	22	SCHOOL	\$ 52.73	\$ 56.43	\$ 62.07	\$ 70.14
SAI 6225	JACKET, Unisex Medium weight Water repel Black, Navy, Red	2XL-5XL	15	SCHOOL	\$ 68.36	\$ 73.14	\$ 80.46	\$ 90.92
SAI 6300	SWEATER, Unisex 2 Pocket Button Front Cardigan Black, Red, Blue, White	S-XL	14	SCHOOL	\$ 40.31	\$ 43.13	\$ 47.45	\$ 53.62
SAI 6300	SWEATER, Unisex 2 Pocket Button Front Cardigan Black, Red, Blue, White	2XL-5XL	8	SCHOOL	\$ 53.75	\$ 57.51	\$ 63.26	\$ 71.49
SAI 6500	SWEATER, Unisex V Neck Pullover Black, Navy	S-XL	5	SCHOOL	\$ 35.31	\$ 37.78	\$ 41.56	\$ 46.97
SAI 6500	SWEATER, Unisex V Neck Pullover Black, Navy	2XL-5XL	7	SCHOOL	\$ 47.03	\$ 50.32	\$ 55.36	\$ 62.55
SAI 6600	VEST, Unisex Vneck Pullover Black, Navy	S-XL	12	SCHOOL	\$ 31.17	\$ 33.35	\$ 36.69	\$ 41.46
SAI 6600	VEST, Unisex Vneck Pullover Black, Navy	2XL-5XL	4	SCHOOL	\$ 41.56	\$ 44.47	\$ 48.92	\$ 55.28
SAN CSJ500	JACKET, Unisex Waterproof Insulated Bomber Saftety Orange	S-6XL	7	CORNER STONE	\$ 75.00	\$ 80.25	\$ 88.28	\$ 99.75
SAN F217	JACKET, Mens Value Fleece Zipper Black, Navy, Red, Royal	S-6XL	36	PORT	\$ 35.92	\$ 38.44	\$ 42.28	\$ 47.78
SAN F219	VEST, Unisex Value Fleece Zipper Black, Navy, Red, Royal	S-6XL	27	PORT	\$ 32.80	\$ 35.09	\$ 38.60	\$ 43.62
SAN J304	JACKET, Mens All Season Jacket Black, Navy, Red, Blue	XS-4XL	33	PORT	\$ 71.86	\$ 76.89	\$ 84.58	\$ 95.57
SAN J321	JACKET, Unisex Colorblock 3 in 1	XS-4XL	111	PORT	\$ 92.17	\$ 98.62	\$ 108.49	\$ 122.59
SAN J7490	VEST, Unisex Reversible Charger Zipper front Black, Navy, Royal	XS-6XL	63	PORT	\$ 42.17	\$ 45.12	\$ 49.64	\$ 56.09
SAN J754	JACKET, Unisex Challenger Black, Navy, Royal	XS-XL	6	PORT	\$ 45.30	\$ 48.47	\$ 53.31	\$ 60.25
SAN J754	JACKET, Unisex Challenger Black, Navy, Royal	2XL-6XL	10	PORT	\$ 56.23	\$ 60.17	\$ 66.19	\$ 74.79
SAN L217	JACKET, Womens Value Fleece Zipper Black, Navy, Red, Royal	XS-4XL	7	PORT	\$ 35.92	\$ 38.44	\$ 42.28	\$ 47.78
SAN L304	JACKET, Womens All Season Jacket Black, Navy, Red, Blue	XS-4XL	4	PORT	\$ 71.86	\$ 76.89	\$ 84.58	\$ 95.57
SAN ST238	JACKET, Men's Sport Tek Fleece Full Zip Hoodie Black, Navy	XS-4XL	194	Sport Tek	\$ 37.48	\$ 40.11	\$ 44.12	\$ 49.85

**Turtlenecks/ Mocks**

Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid	First Year Option Price Bid	Second Year Option Price bid	Third Year Option Price bid
PC61M	Men's Mock Turtle neck White, Navy	S-XL	3	Port&Company	\$ 17.85	\$ 19.10	\$ 21.01	\$ 23.74
PC61M	Men's Mock Turtle neck White, Navy	2XL-4XL	3	Port&Company	\$ 17.85	\$ 19.10	\$ 21.01	\$ 23.74
SAI 8100	Turtleneck Unisex, Red, White, Navy	S-XL	13	SCHOOL	\$ 21.17	\$ 22.65	\$ 24.92	\$ 28.16
SAI 8100	Turtleneck Unisex, Red, White, Navy	2XL-5XL	4	SCHOOL	\$ 24.69	\$ 26.42	\$ 29.06	\$ 32.83

**Pants**

Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid	First Year Option Price Bid	Second Year Option Price bid	Third Year Option Price bid
BLA 8810T	PANT, Unisex Polyester Cargo pocket Trousers Black (11), Navy (04)	28-64	5	BLAUER	\$ 84.91	\$ 90.85	\$ 99.93	\$ 112.93

BLA 8810WX	PANT, Womens Side Pocket Navy (04) Black (11)	0-20	15	BLAUER	\$ 84.91	\$ 90.85	\$ 99.93	\$ 112.93
BLA 8810X	PANT, Mens Side Pocket Navy (04) Black (11)	28-44	41	BLAUER	\$ 84.91	\$ 90.85	\$ 99.93	\$ 112.93
BLA 8810X	PANT, Mens Side Pocket Navy (04) Black (11)	46-54	3	BLAUER	\$ 84.91	\$ 90.85	\$ 99.93	\$ 112.93
BLA 8821X	PANT, Mens 4-Pocket Cotton Navy (04)	28-54	2	BLAUER	\$ 77.00	\$ 82.39	\$ 90.63	\$ 102.41
ELB E2824	SHORTS, Mens Tek3 Mid Cargo Navy	28-44	206	ELBECO	\$ 60.42	\$ 64.65	\$ 71.12	\$ 80.36
ELB E2824	SHORTS, Mens Tek3 Mid Cargo Navy	46-54	72	ELBECO	\$ 60.42	\$ 64.65	\$ 71.12	\$ 80.36
ELB E2834C	SHORTS, Womens Tek3 Mid Cargo Navy	0-24	30	ELBECO	\$ 60.42	\$ 64.65	\$ 71.12	\$ 80.36
PRO F528550450 (Black) PRO F531572100 (Navy)	PANT, Men's Critical Response EMS Pant	30-56	10	PROPPER	\$ 47.98	\$ 51.34	\$ 56.48	\$ 63.82
RYL 64360-724 (Navy) RYL 64369-019 (Black)	PANT, Womens Taclite Pro	0-24	6	5.11 TACTICAL	\$ 48.69	\$ 52.10	\$ 57.31	\$ 64.75
RYL 64386-019 (Black) RYL 64386-724 (Navy)	PANT, Womens Stryke	0-24	56	5.11 TACTICAL	\$ 70.47	\$ 75.40	\$ 82.94	\$ 93.72
RYL 64446-019 (Black) RYL 64446-724 (Navy)	PANT, Womens Apex	0-24	12	5.11 TACTICAL	\$ 69.19	\$ 74.03	\$ 81.43	\$ 92.02
RYL 74273-019 (Black) RYL 74273-724 (Navy) RYL 74369-055 (Khaki)	PANT, Mens Taclite Pro	28-44	35	5.11 TACTICAL	\$ 48.69	\$ 52.10	\$ 57.31	\$ 64.75
RYL 74273-019 (Black) RYL 74273L-019 (Navy)	PANT, Mens Taclite Pro	46-54	10	5.11 TACTICAL	\$ 56.38	\$ 60.32	\$ 66.35	\$ 74.98
RYL 74369-018 (Charcoal) RYL 74369-019 (Black) RYL 74369-724 (Navy)	PANT, Mens Stryke	28-44	150	5.11 TACTICAL	\$ 70.47	\$ 75.40	\$ 82.94	\$ 93.72
RYL 74369-019 (Black) RYL 74369-724 (Navy)	PANT, Mens Stryke	46-54	26	5.11 TACTICAL	\$ 81.36	\$ 87.05	\$ 95.76	\$ 108.21
RYL 74434-019 (Black) RYL 74434-724 (Navy)	PANT, Mens Apex	28-44	41	5.11 TACTICAL	\$ 72.00	\$ 77.04	\$ 84.74	\$ 95.76
RYL 74434-019 (Black) RYL 74434-724 (Navy)	PANT, Mens Apex	46-54	4	5.11 TACTICAL	\$ 94.17	\$ 100.76	\$ 110.84	\$ 125.25
TCT 7002	PANT, Unisex Polyester Cargo pocket Trousers Blk, Navy	28-64	83	TACT SQUAD	\$ 22.00	\$ 23.54	\$ 25.89	\$ 29.26
TCT 7002BE (Black) TCT 7002NE (Navy)	PANT, Mens 4-Pocket Uniform Trousers	28-66	72	TACT SQUAD	\$ 22.00	\$ 23.54	\$ 25.89	\$ 29.26
TCT 7002BWE	PANT, Womens 4-Pocket Uniform Trousers	2-30	16	TACT SQUAD	\$ 22.00	\$ 23.54	\$ 25.89	\$ 29.26
TRU 1037-NAVY, TRU 1035 BLK	PANTS, Men's 24/7 Ascent Tactical Ripstop length 30-34	28-42	296	TRUSPEC	\$ 54.45	\$ 58.26	\$ 64.09	\$ 72.42
TRU 1037-NAVY, TRU 1035 BLK	PANTS, Men's 24/7 Ascent Tactical Ripstop unhemmed	44-54	104	TRUSPEC	\$ 54.45	\$ 58.26	\$ 64.09	\$ 72.42
TRU 1039-NAVY, TRU 1031 BLK	PANTS, Women's 24/7 Ascent Tactical Ripstop unhemmed	2-24	37	TRUSPEC	\$ 54.45	\$ 58.26	\$ 64.09	\$ 72.42
TRU 1061-NAVY, TRU 1062 BLK	PANTS, Men's 24/7 Tactical Ripstop length 30-34	28-42	503	TRUSPEC	\$ 48.13	\$ 51.49	\$ 56.64	\$ 64.01
TRU 1061-NAVY, TRU 1062 BLK	PANTS, Men's 24/7 Tactical Ripstop unhemmed	44-54	92	TRUSPEC	\$ 48.13	\$ 51.49	\$ 56.64	\$ 64.01
TRU 1097-NAVY, TRU 1096 BLK	PANTS, Women's 24/7 Tactical Ripstop	2-24	81	TRUSPEC	\$ 48.13	\$ 51.49	\$ 56.64	\$ 64.01

**Shirts**

Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid	First Year Option Price Bid	Second Year Option Price bid	Third Year Option Price bid
ALP G800	SHIRT, Unisex 50/50 COTT/POLY Tshirt Navy	XS - XL	172	Gilden	\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31
ALP G800	SHIRT, Unisex 50/50 COTT/POLY Tshirt Navy	2XL - 5XL	95	Gilden	\$ 12.00	\$ 12.84	\$ 14.12	\$ 15.96
ELB K5100 (White) ELB K5104 (Navy)	SHIRT, Mens Ufx Short Sleeve Uniform Polo	XS-6XL	105	ELBECO	\$ 51.45	\$ 55.05	\$ 60.56	\$ 68.43
ELB K5124 (Navy)	SHIRT, Mens Ufx Long Sleeve Uniform Polo	XS-6XL	35	ELBECO	\$ 56.28	\$ 60.22	\$ 66.24	\$ 74.85

ELB K5130 (White) ELB K5131 (Black) ELB K5134 (Navy) ELB K5135 (Red) ELB K5152 (Royal Blue)	SHIRT, Mens Ufx Short Sleeve Tacitcal Polo	XS-6XL	496	ELBECO	\$ 41.67	\$ 44.59	\$ 49.05	\$ 55.42
ELB K5140 (White) ELB K5144 (Navy) ELB K5145 (Red) ELB K5151 (Royal Blue)	SHIRT, Mens Ufx Long sleeve Tactical Polo	XS-6XL	175	ELBECO	\$ 46.16	\$ 49.39	\$ 54.33	\$ 61.39
ELB K5162LC (Royal) ELB K5170LC (White) ELB K5174LC (Navy)	SHIRT, Womens Ufx Short Sleeve Tacitcal Polo	XS-4XL	49	ELBECO	\$ 41.67	\$ 44.59	\$ 49.05	\$ 55.42
UUM 581	SHIRT, Mens Coolmax short sleeve shirt with zipper Navy	XS-5XL	22		\$70.00	\$ 74.90	\$ 77.00	\$ 79.10
PRO F53157245 (White) PRO F531572452 (Cobalt Blue) PRO F531572600 (Red) PRO F534172001 (Black) PRO F534172015 (Charcoal) PRO F534172100 (White) PRO F534172450 (Navy) PRO	SHIRT, Men's Long sleeve Ice Polo	XS-5XL	287	PROPPER	\$ 36.98	\$ 39.57	\$ 43.53	\$ 49.19
PRO F532772100 (White) PRO F532772450 (Navy) PRO F532772452 (Cobalt Blue) PRO F532772475 (Light Blue) PRO F532772600 (Red)	SHIRT Womens Short Sleeve Ice Polo	XS-4XL	46	PROPPER	\$ 32.86	\$ 35.16	\$ 38.68	\$ 43.70
PRO F535772450, PRO F535772452(Navy) PRO F535772600 (Red)	SHIRT Womens Long Sleeve Ice Polo	XS-4XL	10	PROPPER	\$ 36.98	\$ 39.57	\$ 43.53	\$ 49.19
SAN K500	SHIRT, Men's Silk touch Polo NO POCKET, Red, Royal, Navy, White	S-XL	111	PORT	\$ 14.05	\$ 15.03	\$ 16.53	\$ 18.68
SAN K500	SHIRT, Men's Silk touch Polo NO POCKET, Red, Royal, Navy, White	2XL-6XL	109	PORT	\$ 25.35	\$ 27.12	\$ 29.84	\$ 33.72
SAN L500	SHIRT, Women's Silk touch Polo NO POCKET, Red, Royal, Navy, White	XS-XL	23	PORT	\$ 14.05	\$ 15.03	\$ 16.53	\$ 18.68
SAN L500	SHIRT, Women's Silk touch Polo NO POCKET, Red, Royal, Navy, White	2XL-6XL	21	PORT	\$ 25.35	\$ 27.12	\$ 29.84	\$ 33.72
SAN L508	SHIRT, Women's Short Sleeve Easy Care Navy, Red, Royal, white	XS-XL	32	PORT	\$ 19.52	\$ 20.88	\$ 22.97	\$ 25.96
SAN L508	SHIRT, Women's Short Sleeve Easy Care Navy, Red, Royal, white	2XL-4XL	38	PORT	\$ 25.77	\$ 27.57	\$ 30.33	\$ 34.27
SAN L608	SHIRT, Women's Long Sleeve Easy Care Navy, Red, Royal, white	XS-XL	18	PORT	\$ 20.95	\$ 22.42	\$ 24.66	\$ 27.86
SAN L608	SHIRT, Women's Long Sleeve Easy Care Navy, Red, Royal, white	2XL-4XL	6	PORT	\$ 27.55	\$ 29.48	\$ 32.43	\$ 36.64
SAN LST650	SHIRT, Women's Short Sleeve Sport Tek Polo Red, Navy, Royal, White	XS-XL	11	PORT	\$ 21.99	\$ 23.53	\$ 25.88	\$ 29.25
SAN LST650	SHIRT, Women's Short Sleeve Sport Tek Polo Red, Navy, Royal, White	2XL-4XL	6	PORT	\$ 24.99	\$ 26.74	\$ 29.41	\$ 33.24
SAN NKDC2109	SHIRT, Men's Nike Dri-Fit Space Dyed Polo Navy	XS-XL	4	NIKE	\$ 62.34	\$ 66.71	\$ 73.38	\$ 82.92
SAN NKDC2109	SHIRT, Men's Nike Dri-Fit Space Dyed Polo Navy	2XL-4XL	3	NIKE	\$ 68.59	\$ 73.40	\$ 80.73	\$ 91.23
SAN NKDC2114	SHIRT, Men's Nike Dri-Fit Vapor Block Polo	XS-XL	3	NIKE	\$ 57.19	\$ 61.19	\$ 67.31	\$ 76.06
SAN NKDC2114	SHIRT, Men's Nike Dri-Fit Vapor Block Polo	2XL-4XL	18	NIKE	\$ 63.44	\$ 67.88	\$ 74.67	\$ 84.37
SAN S508	SHIRT, Men's Short Sleeve Easy Care Navy, Red, Royal, white	XS-XL	190	PORT	\$ 19.52	\$ 20.88	\$ 22.97	\$ 25.96
SAN S508	SHIRT, Men's Short Sleeve Easy Care Navy, Red, Royal, white	2XL-6XL	232	PORT	\$ 30.45	\$ 32.58	\$ 35.84	\$ 40.50
SAN S608	SHIRT, Men's Long Sleeve Easy Care Navy, Red, Royal, white	XS-XL	81	PORT	\$ 20.95	\$ 22.42	\$ 24.66	\$ 27.86
SAN S608ES	SHIRT, Men's Long Sleeve Easy Care Navy, Red, Royal, white	2XL-8XL	205	PORT	\$ 34.36	\$ 36.76	\$ 40.44	\$ 45.70
SAN ST650	SHIRT, Men's Short Sleeve Sport Tek Polo Red, Navy, Royal, White	XS-XL	73	SPORT TEK	\$ 21.99	\$ 23.53	\$ 25.88	\$ 29.25
SAN ST650	SHIRT, Men's Short Sleeve Sport Tek Polo Red, Navy, Royal, White	2XL-6XL	87	SPORT TEK	\$ 28.89	\$ 30.91	\$ 34.00	\$ 38.42
SAN TLCS410	TALL SHIRT, Men's Short Sleeve Snag Proof Tactical Polo	LT-4XLT	8	CORNER STONE	\$ 34.36	\$ 36.76	\$ 40.44	\$ 45.70
SAN TLS508	TALL SHIRT, Men's Short Sleeve Easy Care Navy, Red, Royal, white	LT-4XLT	170	PORT	\$ 27.33	\$ 29.24	\$ 32.17	\$ 36.35
SAN TLS608	TALL SHIRT, Men's Long Sleeve Easy Care Navy, Red, Royal, white	LT-4XLT	68	PORT	\$ 28.89	\$ 30.91	\$ 34.00	\$ 38.42
SAN TST650	TALL SHIRT, Men's Short Sleeve Sport Tek Polo Red, Navy, Royal, White	LT-4XLT	9	SPORT TEK	\$ 25.77	\$ 27.57	\$ 30.33	\$ 34.27

UTA Patches/ Embroidery Pictures in RFP/Samples can be seen by appointment

	Description	Sizes	Estimated Annual	Brand Quoted	Original Price Bid	First Year Option Price	Second Year Option Price	Third Year Option Price
	EMBROIDERY, Direct Embroidery Chest UTA Standard Logo		370		\$ 5.50	\$ 5.89	\$ 6.47	\$ 7.32
	EMBROIDERY, Direct Embroidery Sleeve UTA Standard Logo				\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31
	EMBROIDERY, UTA Standard Logo on Bags, Lunch Totes, hats				\$ 5.50	\$ 5.89	\$ 6.47	\$ 7.32
	EMBROIDERY, Direct Embroid UTA Standard Logo on Neck for Turtlenecks		2		\$ 5.50	\$ 5.89	\$ 6.47	\$ 7.32
	EMBROIDERY, UTA Emb and Employee Name On Patches				\$ 3.25	\$ 3.48	\$ 3.83	\$ 4.32
	EMBROIDERY, UTA+ Logo 2 color+ TRAX, Employee Name, Emp Number, Languages Spoken				\$ 12.00	\$ 12.84	\$ 14.12	\$ 15.96
	EMBROIDERY, UTA Shoulder Patch Button Shirts, UTA+ Logo 2 color, Employee Name, Badge Number				\$ 12.00	\$ 12.84	\$ 14.12	\$ 15.96
	EMBROIDERY, UTA Logo and Employee Name on Sleeve of Polos				\$ 12.00	\$ 12.84	\$ 14.12	\$ 15.96
	Patch, American Flag Patch 2 x 3.5 Gold Border	2 1/4 X 3 1/2	28		\$ 2.50	\$ 2.68	\$ 2.94	\$ 3.33
	Patch, Lightblue back tone, Utah Transit Authority, UTA Logo 2 color, Operator Name, Badge number box white, Badge number black	5 inch wide 4inch high	25		\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31
	Patch, Dark Navy back tone, Utah Transit Authority, UTA Logo two color, Operator name, Badge number box white, Badge number black	5 inch wide 4inch high	15		\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31
	Patch, 1/2 Million Miles Accident Free	5 inch wide 4inch high	10		\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31
	Patch, 1 Million Miles Accident Free, Silver Patch with blue border, UTA blue, Logo Red/Blue, White Badge number box with blue border	5 inch wide 4inch high	8		\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31
	Patch, 2 Million Miles Accident Free, Gold Patch with Navy border, UTA Navy, Logo Red/Blue, White Badge number box with blue border	5 inch wide 4inch high	7		\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31
	Patch, 3 Million Miles Accident Free, Black Patch with gold border, UTA white, Logo Red/Blue, White Badge number box with gold border	5 inch wide 4inch high	2		\$ 7.00	\$ 7.49	\$ 8.24	\$ 9.31

## Exhibit C

### **Approved Operator Patches and Embroidery**

(No exceptions to the approved list unless written change order by Contract manager)

#### **Operator Name and Badge # Patch: Light Blue Bus and Rail Services**



#### **Operator Name and Badge # Patch : Navy Bus and Rail Services**



**Patch: Half Million Mile Accident Free**



**Patch: One Million Mile Accident Free**



**Patch: Two Million Mile Accident Free**



**Patch: Three Million Mile Accident**



**Patch: Four Million Mile Accident Free**



(Important point of reference-Each Accident Free Operator Patch has the rectangle companion patch as shown in the Four Million Miles Accident Free picture)

**Direct Embroidery:**



**(Standard Logo for all Service Units)**



**(Standard FrontRunner Logo)**



**(Standard TRAX-Streetcar Logo)**

**Direct Embroidery Million Miles Accident Free for All Service Units:**



**(Important point of reference-Not all Million Mile Direct Embroideries are shown here, but Each Million Mile embroidery will include FrontRunner and TRAX Streetcar options.**

**Direct Embroidered: UTA Name and Badge number on Patches or Direct**





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 3/12/2025

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** David Hancock, Chief Capital Service Officer  
**PRESENTER(S):** Kyle Stockley, Manager of Capital Vehicles

**TITLE:**

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**Contract:** Jordan River Rail Service Center - Truck Shop Wheel Press (MAE-Eitel, Inc.)

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute contract #24-03880 and associated disbursements with MAE-Eitel, Inc. in the amount of \$946,761.48 to design, build, and commission a new wheel press for the Jordan River Rail Service Center.

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**BACKGROUND:**

With the growing and aging fleet of rail vehicles, rail vehicle overhaul services require a new wheel press machine to increase in-house capabilities for overhaul work.

In October 2024, UTA released a request for procurement (RFP) for a new wheel press for the Jordan River Rail Service Center truck shop. Bids were received and evaluated, and MAE-Eitel, Inc. was selected.

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**DISCUSSION:**

UTA Staff is requesting approval of the contract with MAE-Eitel, Inc. to design, manufacture, test, deliver, install, and commission a RADS 2-250 wheelset assembly press machine capable of performing all pressing activities required to maintain, repair, and overhaul UTA's rail vehicles.

The wheel press machine shall, at minimum, be capable of performing the following:

- S70 Light Rail Vehicle Mounting and Dismounting Operations
- SD-160 Light Rail Vehicle Mounting and Dismounting Operations
- SD-100 Light Rail Vehicle Mounting and Dismounting Operations

- Future UTA Light Rail and Frontrunner Vehicles
  - MP36PH-3C Locomotives
  - Bombardier Bi-Level Coaches and Cabs
  - Opposing Force Test for all applicable press applications
- 

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	MAE-Eitel, Inc.
<b>Contract Number:</b>	24-03880
<b>Base Contract Effective Dates:</b>	March 12, 2025 - March 31, 2026
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$946,761.48
<b>Procurement Method:</b>	RFP - Best Value
<b>Budget Authority:</b>	Approved 2025 Capital Budget

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**ALTERNATIVES:**

UTA could forgo the purchase of the new wheel press for the Jordan River Rail Service Center truck shop. Doing so would hamper UTA's ability to service its rail fleet and increase dependency on outside vendors for overhaul services.

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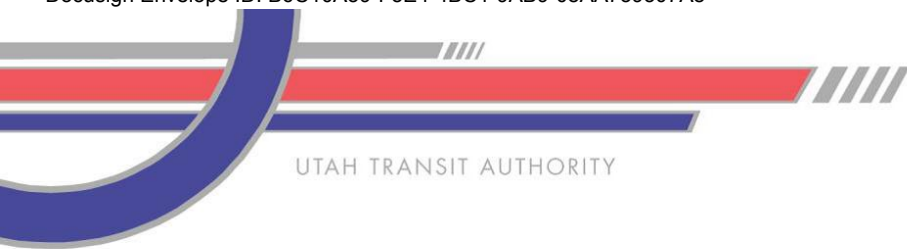
**FISCAL IMPACT:**

The expected spend for this request is \$946,761.48. The approved 2025 Capital Budget includes \$10,200,000 for UTA's SGR040 Light Rail Vehicle Rehabilitation project.

- Approved 2025 Budget Total: \$10,200,000
  - After current encumbrances, including this contract, budget availability is \$7.0 million.
  - 2026 Plan: \$11,342,000
  - 2027 Plan: \$8,919,000
  - 2028 Plan: \$6,801,000
  - 2029 Plan: \$3,661,000
- 

**ATTACHMENTS:**

- Contract: Jordan River Rail Service Center Truck Shop Wheel Press (MAE-Eithel, Inc.)



## **GOODS AND SERVICES SUPPLY AGREEMENT**

UTA CONTRACT # 24-03880

### **Jordan River Rail Service Center Truck Shop Wheel Press**

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and MAE-EITEL, INC., a (the “Contractor”).

#### **RECITALS**

WHEREAS, on October 30<sup>th</sup>, 2024, UTA received competitive proposals to design, build and commission a new wheel press for the JRRSC truck shop. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA RFP 24-03900 (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Jordan River Rail Service Center Truck Shop December 6<sup>th</sup> 2024 proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

#### **AGREEMENT**

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as

reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than March 31<sup>st</sup>, 2026. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
  2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
  3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services.
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise

designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA’s reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA’s inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

a. General

The Agency shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor, equipment and material required, supplies, training, technical support, Special tools, spare parts, overhead, duties, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

The Contractor shall submit invoices to the Agency according to the milestone payment schedule set forth in Section 3 Compensation and Fees. The Contractor shall not submit more than one invoice in any 30-calendar day period and each invoice may include any number and combination of milestone payments that are payable that period.

Invoices need not be based on sequential milestones.

b. Invoice Format

In order to process the submitted invoices in timely manner, each invoice shall be in a format approved by the Agency, and shall include the following information:

- i. Contractor Name
- ii. Contract number
- iii. Invoice Number
- iv. Invoice Date
- v. Milestone(s) invoiced
- vi. Total invoice amount
- vii. The Contractor shall certify on each invoice that the total costs invoiced do not exceed the total milestone payment allowed.

c. Invoicing and Payment Procedures

The Agency will make payments to the Contractor for Work satisfactorily completed as set forth in the Contract Documents. To be considered for payment, an invoice must be in a form approved by the Agency’s PM. Each invoice must set forth a specific description of the Work performed, deliverable(s) provided or other event(s) triggering entitlement to payment pursuant to the Payments Schedule. Each invoice must provide supporting documentation demonstrating the Contractor’s entitlement to payment as described above.

All invoices must be approved by the Agency’s PM.

Invoices meeting the requirements set forth in this Section shall then be submitted to Accounts Payable at ap@rideuta.com for processing and payment.

The determination of whether the invoice is accurate and correct will be made solely by the Agency. The Agency shall have the right to disapprove specific elements of each invoice provided that the Agency will not withhold its approval unreasonably. The Agency shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which the Agency has against Contractor under the Contract. The Agency will provide the Contractor's Project Manager with notice of the reasons for which payment for any portions of the invoice was withheld.

No payment will constitute an acceptance of any Work that fails to comply with the Contract Documents.

9. **SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractors expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and

Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

**11. GENERAL INDEMNIFICATION**

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

**12. INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

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

1. **Commercial General Liability – Occurrence Form**

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

Each Accident	\$100,000
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form

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

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

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

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

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

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

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

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

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

### 13. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished

under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will

be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

19. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

20. **SUSPENSION OF WORK**

UTA may, at any time, by written order to contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- a. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- b. 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.
- c. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and

profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same and dispose of it in the manner UTA directs.

- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
  - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA’s own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA.
  - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
  - 3. Except to the extent limited by the Contract, pursue other remedies available at law.
  
- b. **CONTRACTOR’S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor’s final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA’s Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
  - 1. In the Scope of Services.
  - 2. In the method or manner of performance of the Work; or
  - 3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor’s cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.
- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA’s expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor’s sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be

eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

**23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

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

**24. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA’s written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Sharanjit Saini or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-1955 [ssaini@rideuta.com](mailto:ssaini@rideuta.com)

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jackie Marra, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA’s Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3059 [jackie.marra@rideuta.com](mailto:jackie.marra@rideuta.com)

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

- a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered , personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

**If to UTA:**

Utah Transit Authority  
ATTN: Jackie Marra  
669 West 200 South  
Salt Lake City, UT 84101  
[Jackie.Marra@rideuta.com](mailto:Jackie.Marra@rideuta.com)

**If to Contractor:**

MAE-EITEL Inc.  
ATTN: Mitch Tikhman  
97 Pinedale Industrial Rd.  
Orwigsburg, PA 17961 USA  
[Mitch.Tikhman@mae-group.com](mailto:Mitch.Tikhman@mae-group.com)

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

30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager and the Contractor's Project Manager	Five calendar days
UTA's Agency's Capital Vehicle Manager and the Contractor's Equivalent	Five calendar days
UTA's Chief Officer and the Contractors; Equivalent	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

Any provision of the 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 the Contract.

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

**NO THIRD-PARTY BENEFICIARIES**

The parties enter into the 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 the Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

37. **COUNTERPARTS**

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

38. **NONWAIVER**

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

39. **SALES TAX EXEMPT**

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

40. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

41. **SURVIVAL**

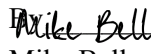
Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_  
Jay Fox  
Executive Director

By \_\_\_\_\_  
David Hancock  
Chief Capital Services Officer


DocuSigned by: \_\_\_\_\_ 1/23/2025  
  
Mike Bell  
UTA Legal Counsel

**MAE-EITEL:**

Signed by: \_\_\_\_\_ 1/23/2025  
  
Mitch Tikhman  
CEO

## **EXHIBIT A**

### **SCOPE OF WORK**

- A The Contractor shall design, manufacture, test, deliver, install and commission a state-of-the-art RADS 2-250 wheelset assembly press machine capable of performing all pressing activities required to maintain, repair, and overhaul UTA's current and future rail vehicles.
- B The wheelset press includes a base frame, cylinders, centering device, measuring and safety devices, hydraulic unit, electrical control cabinet, transport device, and is operated with the latest Racos X software. For additional technical details, please refer to MAE-Eitel's Quotation 121931-1.
- C All adapters required to perform work as outlined in Section 1.02.01 shall be provided as part of this Contract.
- D The Contractor shall provide all necessary tooling required to perform work as outlined in Section 1.02.01, that is not commercially available, as part of this Contract.
- E The design, documentation, and mounting and dismounting operations shall be compliant with Association of American Railroads (AAR), Federal Railroad Administration (FRA), American Public Transportation Association (APTA), and manufacturer's recommendations applicable to the equipment being serviced. The Contractor shall be responsible for demonstrating conformance to relevant standards for each machine operation.
- F The Contractor shall provide training to UTA employees on the operation and maintenance of the wheelset press machine.
- G The Contractor shall provide documentation for maintaining and operating the wheel press machine. 

#### **A. Wheel Press Machine Operations**

The wheel press machine shall, at minimum, be capable of performing all mounting and dismounting operations as outlined in this section.

- A S70 Light Rail Vehicle Mounting and Dismounting Operations:
  - i Mounting and dismounting of the power truck drive coupling
  - ii Mounting and dismounting of the power truck wheel centers
  - iii Mounting and dismounting of the power truck axle journal bearings
- B SD-160 Light Rail Vehicle Mounting and Dismounting Operations:
  - i Mounting and dismounting of the power truck drive coupling
  - ii Mounting and dismounting of the power truck wheel centers
  - iii Mounting and dismounting of the power truck axle journal bearings
  - iv Mounting and dismounting of the center truck wheel centers
  - v Mounting and dismounting of the center truck brake disc hub
  - vi Mounting and dismounting of the center truck axle journal bearings
- C SD-100 Light Rail Vehicle Mounting and Dismounting Operations:
  - i Mounting and dismounting of the power truck drive coupling
  - ii Mounting and dismounting of the power truck wheel centers
  - iii Mounting and dismounting of the power truck brake disc hub
  - iv Mounting and dismounting of the power truck axle journal bearings
  - v Mounting and dismounting of the center truck wheel centers
  - vi Mounting and dismounting of the center truck brake disc hub
  - vii Mounting and dismounting of the center truck axle journal bearings
- D Future UTA Light Rail Vehicles
  - i All necessary pressing operations to service, repair, maintain, and overhaul the Light Rail Vehicle over its service life shall be supported by the wheel press machine.
  - ii The Contractor shall inform UTA of any incompatibilities with existing Light Rail Vehicle designs.
  - iii To accommodate this requirement, the wheel press machine may be designed with optional adapters and features to accommodate other vehicle designs. The Contractor shall provide UTA a list of all tooling and adapters that are required to accommodate other types of rail vehicles with estimated pricing.
- E MP36PH-3C Locomotives
  - i Mounting and dismounting of the wheels
  - ii Mounting and dismounting of the axle gears
  - iii Mounting and dismounting of the axle journal bearings
- F Bombardier Bi-Level Coaches and Cabs
  - i Mounting and dismounting of the wheels
  - ii Mounting and dismounting of the axle journal bearings
- G Future FrontRunner Vehicles

- i All necessary pressing operations to service, repair, maintain, and overhaul the vehicles over the service life shall be supported by the wheel press machine.
- ii The Contractor shall inform UTA of any incompatibilities with existing North American makes/models of Diesel Multiple Units (DMU) and push/pull trainset designs.
- iii To accommodate this requirement, the wheel press machine may be designed with optional adapters and features to accommodate other vehicle designs. The Contractor shall provide UTA a list of all tooling and adapters that are required to accommodate other types of rail vehicles with estimated pricing.

**H Opposing Force Test**

The wheel press machine shall be capable of performing an opposing force test for all applicable press applications.

**B. System Design**

- A The Contractor shall be responsible for the successful installation, integration, and commissioning of the wheel press machine at UTA's facility to provide UTA with a fully operational wheel press machine capable of performing all operations outlined in section A.
- B UTA shall be responsible for the removal of the old wheel press machine and bridge crane (if applicable).
- C The wheel press shall be designed for a minimum of a 30-year service life.
- D Hydraulic connections shall be made using corrosion resistant rigid piping, except in locations where relative motion between components occurs. Flexible hoses may be used to prevent the transmission of vibration between components.
- E Oils, greases, additives, and other consumables required to service and maintain the wheel press machine shall be readily available for purchase in the United States.
- F Electrical systems shall be designed in conformance with NFPA 70.
- G All wiring and cabling shall be placed inside of suitable hard conduit for cable runs external to the equipment.
- H The control system shall be equipped and programmed to detect system faults. The system faults shall be displayed to the operator, providing a description of the fault and necessary corrective action. The Contractor shall provide a functional description of the fault detection system and a list of all faults for UTA review and approval (CDRL 01).
- I All components shall be treated to prevent corrosion. The use of dissimilar metals in contact is prohibited. Moving components shall be painted in OSHA safety yellow. The base color shall be RAL 5005, Signal Blue.

- J The wheel press machine shall be designed to limit the gearbox tilt to 5 degrees past the normally mounted (horizontal) truck position throughout the entire service operation.
- K The contractor shall design and provide protective sleeves to protect axle journals during pressing operations.
- L The wheel press machine shall be equipped device to support the gearbox torque arm to prevent unwanted rotation during machine operations. The support device shall translate simultaneously with the gearbox.
- M The wheel press machine shall be equipped to automatically measure and record radial and axial runout. It shall include a rotation device to allow for the measurement of radial runout of the tread circle, and axial runout of the wheels and tires (resilient wheel designs) measured at the inboard face. Alternative designs to accomplish the runout measurements may be submitted for UTA review and approval.
- N The contractor shall provide a design package demonstrating the wheel press design for each press operation as outlined in section A for UTA review and approval. The design package shall include at a minimum:
  - i Fully dimensioned drawings for the complete wheel press.
  - ii Fully dimensioned drawings for all adapters required to interface with each piece of equipment.
  - iii Electrical and hydraulic schematics.
  - iv Fully dimensioned drawings detailing the pressing interfaces for each operation outlined in section 1.02.01.
  - v A stress analysis demonstrating no permanent deformation of the machine, adapters, or work piece will occur during any wheel press machine operation.
  - vi An overload analysis demonstrating no permanent deformation, buckling, or overload of any machine element when operated at maximum capacity.
  - vii The design package shall provide analysis demonstrating that all reaction forces are transmitted through the machine frame, and not the building foundation.
  - viii Detailed functional descriptions of each operation outlined in section A.
  - ix The design package shall be reviewed according to the following review phases: Preliminary Design Review (PDR) (CDRL 03), and Final Design Review (FDR) (CDRL 04).
    - a The preliminary design review (PDR) shall confirm the design concept. The PDR shall contain the preliminary design package, and a requirements traceability matrix clearly demonstrating how all technical specifications will be met.
    - b The final design review (FDR) shall confirm the design is conformant with all specifications and ready for manufacturing. The FDR shall

- demonstrate the completion of the requirements traceability matrix, and finalize the design package.
    - c Manufacturing shall not commence until the Contractor receives written approval of the FDR from UTA, and all comments from previous design review phases have been addressed. Approval must be provided within five (5) business days of submission. Should there be any delay in approval, the delivery date will be adjusted accordingly.
    - d If the Contractor decides to proceed with material procurement and/or manufacturing prior to FDR approval, any non-conformance shall be corrected at the Contractor's expense.
- O The Contractor shall develop a wheel press machine facility integration plan (CDRL 05). At a minimum this plan shall contain the following:
  - i Engineering drawings demonstrating the machine placement and interfaces with the JRRSC truck shop. The drawings shall consider all aspects of wheel press operation including overhead crane access for placement of equipment onto the wheel press machine.
  - ii All facility requirements such as electrical requirements, network requirements, etc, shall be defined in the plan.
  - iii The Contractor shall determine whether the wheel press machine is compatible with the existing 4 Ton bridge crane currently located above the existing wheel press.
  - iv The wheel press machine shall be located in approximately the same position as the existing wheel press machine, subject to UTA review and approval.
  - v The integration plan shall clearly define any necessary facility modifications that must be conducted prior to the wheel press machine installation, if applicable. The Contractor shall clearly identify all necessary facility modifications in their proposal for UTA review and approval. Facility modifications that have not received prior approval by UTA shall be at the Contractor's expense.
- P The Contractor shall be responsible for verifying the accuracy of any drawings, dimensions, or other information provided by UTA.

### C. System Measurement and Documentation Requirements, and User Interface

- A The wheel press design shall take into consideration the human factors engineering of the U.S. adult population anthropomorphic data and be based on human factors engineering, with the range of people from the fifth percentile female to the 95th percentile male as defined by “The Measure of Man and Woman,” revised edition, at a minimum. The design shall accommodate the widest range of people where feasible.
- B Design ergonomics, and other system design requirements of this sections shall be demonstrated in the PDR, and FDR package.
- C The wheel press machine shall be equipped with a high-resolution color operator display. The display shall dynamically plot the force-distance diagram in real time during all mounting and dismounting operations.
- D The display shall be of an industrial design protected against damage. The display screen size shall be a minimum of 15”.
- E The user interface shall allow the operator to input the journal dimensions and bore dimensions for each pressing operation. The dimensions shall be populated and displayed on the press report generated following the operation. The user interface shall provide the tolerances for each measurement for comparison next to each user-entered value.
- F The user interface shall allow the operator to enter the operator badge number, axle type, and serial number for each serialized component for each pressing operation. The information shall be displayed on the press report generated following the operation.
- G A press report shall generate following the press operation. The report shall contain the following information:
  - i Date and time of the operation
  - ii The serial number for each component
  - iii Maximum force
  - iv Force vs displacement plots
  - v Bore and journal measurement
  - vi Back to back measurements
  - vii Radial and axial runout for wheel press operations.
  - viii Axial runout for brake disc pressing operations.
  - ix Each measurement shall have the tolerances for the respective measurement located next to each measurement on the form.
  - x In the event a measurement is out of tolerance, it shall be clearly stated on the report.
- H The press reports shall save the files locally to the machine and shall also have the capability of automatically saving the files to a network storage location.

- I The reports shall have the ability to be sent to a local and network connected printer by the user for printing.
- J The machine shall save the raw data to a .CSV file, JSON, and XML. Each pressing operation shall add a row of data to the same file. The files shall be saved locally to the machine and have the option of storing the file to a network location automatically.
- K Reports and data files saved locally shall be able to be downloaded using a USB drive, as well as be sent to a network file location.
- L The Contractor shall provide a sample report demonstrating the documentation generated by each wheel press machine operation, as well as a sample .csv file to demonstrate the tabular data storage (CDRL 06).

**D. Design Verification and Validation Requirements**

- A The Contractor shall submit a Requirements Traceability Matrix (RTM) that proposes a process for the verification and validation of all requirements. The RTM shall be submitted in the PDR, and the finalized and completed RTM shall be submitted in the FDR.
- B At a minimum, the Requirements Traceability Matrix shall include the following information:
  - i Subsystem;
  - ii Test type (component or system level);
  - iii Subject;
  - iv Verification method (e.g., analysis, test, etc.);
  - v Test or process number. The test number shall be coordinated with and referenced to the project schedule;
  - vi Date performed;
  - vii Status (e.g., passed, failed); and
  - viii Technical specification section reference
- C The Contractor shall track and report progress on requirements verification to UTA and submit a revised RTM at an interval of no greater than every 60 days (CDRL 07).

**E. System Documentation Requirements**

- A The Contractor shall provide an operation and maintenance manual (CDRL 08).
  - i The manual shall contain detailed instructions for the general operation of the wheel press.
  - ii The manual shall contain a periodic maintenance index defining the required maintenance tasks for the wheel press.
  - iii The manual shall contain work instructions for the maintenance, troubleshooting, and repair of all wheel press system components.

- Replacement and adjustment/calibration instructions shall be included for all major components.
  - iv The manual shall contain detailed instructions for each wheel press machine operation listed under section A.
  - v The manual shall contain hydraulic system diagrams, electrical wiring diagrams.
  - vi Specific safety cautions, special procedures, warnings, or other information needed to maintain safe conditions shall be included in the manual.
  - vii The Contractor shall provide 5 hard copies of the operation and maintenance manual.
- B The Contractor shall provide an illustrated parts catalog (CDRL 09).
- i The Illustrated Parts Catalog (IPC) shall identify and describe every component with its related parts, including:
    - a The OEM name and part number
    - b The Contractor's part number; and
    - c Quantities per assembly.
  - ii Diagrams, cutaways and exploded drawings shall be used to identify and index every removable or replaceable part, including breakdowns of each sub-component of each LRU.
  - iii Each illustration shall be accompanied by a corresponding page listing every item in the associated diagram and providing complete ordering data for every item.
  - iv Materials purchased commercially from Subcontractors / sub-suppliers shall be listed by the sub-supplier part number with the supplier's name included. For example, if a component was purchased from McMaster-Carr, the McMaster-Carr part number and supplier name will be provided. To simplify tables, a supplier code may be used and referenced in a later appendix contained in the same document. Equivalent parts available from other manufacturers/ supplies shall be identified where feasible.
  - v Assigned part numbers shall not exceed 19 alphanumeric characters.
  - vi Space shall be provided for UTA to insert its own 26-digit code.
  - vii The shelf life of certain parts shall be listed in the catalog as appropriate and as specified during the design review process. The parts shall include but not be limited to consumables, elastomeric and rubber parts, gaskets, adhesives, paints, oils, greases, additives.
  - viii The Contractor shall provide 5 hard copies of the Illustrated Parts Catalog.
- C The Contractor shall provide the Agency with a complete list of as-built general assembly drawings to be supplied by the Contractor (CDRL 10).
- i As a minimum, the list of drawings is to include drawings down to the subassembly level.
  - ii Drawings for all special Tooling and adapters shall be included.

- iii Drawings shall contain all material specifications, dimensions, tolerances, relevant standards the components are manufactured to, and inspection drawings.
  - iv CAD models shall be provided for components which are unable to be fully defined using 2D drawings, such as organic shapes, as applicable. File format shall be discussed and agreed upon between the contractor and UTA.
- D The Contractor shall provide the Agency a complete set of all drawings identified in the as-built general assembly drawing list (CDRL 11).
  - i Drawings shall be supplied in electronic .DWG format, and pdf or alternate file formats as approved by the Agency.
  - ii The media for drawing submittal shall be agreed upon by the Contractor and the Agency.
  - iii Two complete sets of as-built general assembly drawings shall be provided in hard copy.
- E Documents shall be developed using editable publishing software that is commercially available for the narrative text and vector format software for illustrations.
- F Raster illustrations and artwork will not be acceptable.
- G Photographs will be permitted in lieu of illustrations when applicable and appropriate. The Agency shall have the final decision in accepting photographs.
- H In addition to the hard copies, all documentation shall be delivered in both a searchable PDF file as well as an editable version in the source file format.
- I All printed material shall be clearly reproducible, without loss of resolution when copied using common high-contrast copying machines.
- J The Agency shall have all rights to these drawings for, but not limited to rail vehicle and wheel press equipment maintenance, refurbishment, repairs and replacement of parts. The Agency shall have the right to reproduce all manuals, drawings and other submittal documents.
- K The Contractor shall provide calibration certificates for all measurement instruments integrated into the wheel press as well as instruments used to construct or calibrate the wheel press or supporting equipment.
- L The Contractor shall provide the software and firmware files, source code, and all necessary applications needed to modify the source code to allow UTA to re-configure the system for future needs. General instructions for how to write new programs for new applications of the wheel press shall be provided by the Contractor. Elevated user access with password protection shall be required to modify wheel press configurations and programs.
- M All documents shall be supplied in English. If the source document is not in English, a translated version shall be submitted, subject to UTA review and approval of the quality of the translation.

## **F. Factory Acceptance Testing**

- A At the completion of manufacturing and assembly of the wheel press machine, testing shall be performed to demonstrate the full functionality of the wheel press machine (CDRL 12). This testing shall be conducted at the Contractor's facility with UTA personnel present.
- B UTA will provide materials to demonstrate pressing activities for all UTA existing rail vehicles for wheel press applications at the Contractor's facility.
- C The Contractor shall demonstrate fully functional equipment prior to shipment to UTA's facility. A factory acceptance testing plan shall be developed together with UTA's personnel and approval prior to conducting the factory acceptance testing.
- D The contractor shall conduct factory acceptance testing with UTA personnel present.

## **G. Installation, Testing, and Final Acceptance**

- A The Contractor shall be responsible for the installation, testing, and commissioning of the wheel press at UTA's JRRSC facility.
- B The Contractor shall ensure the wheel press is installed, configured, calibrated, and operating with full functionality prior to conducting commissioning.
- C The Contractor shall repeat the testing conducted during Factory Acceptance Testing following the installation at the JRRSC truck shop to validate proper system functionality prior to UTA acceptance of the wheel press machine (CDRL 13).
- D The site acceptance testing plan shall be developed with UTA's personnel and approved prior to conducting the testing.
- E The Contractor shall provide UTA with a completed commissioning report, including test results with a clear pass/fail criteria, and a final calibration certificate.

## **1.03 Materials and Workmanship**

- A The Contractor shall perform all work at their facilities in accordance with all Federal, State and Local regulatory requirements.
- B The Contractor shall ensure that the wheel press machine is functioning and operating properly, was inspected, measured, and painted according to the procedures and specifications mutually agreed upon with UTA.
- C The Contractor shall submit tool and equipment calibration certificates for the equipment used to perform acceptance test, as well as the instrumentation the machine is equipped with (CDRL 14).

## **1.04 Shipment**

- A The wheel press shall be prepared for shipping and securely packaged to prevent damage and rust/corrosion during shipping.

- B The Contractor shall deliver the wheel press machine and all necessary installation hardware, tooling, and adapters to UTA's Jordan River Rail Service Center at 2264 South 900 West, Salt Lake City, 84119, unless otherwise advised by UTA.
- C Any damage incurred in shipping to UTA is the sole responsibility of the Contractor.
- D Shipping costs of all materials, equipment, or other shipments during the course of the project to and from UTA's facility shall be the responsibility of the Contractor.

**1.05 Training**

- A The Contractor shall provide UTA with training on the operation and maintenance of the wheel press (CDRL 15). The training shall include both classroom and hands-on training.
- B The training shall include, but not limited to, the following:
  - i The classroom training shall cover all press applications listed under section 1.02.01.
- C The hands-on training shall cover all application for UTA's current fleet as the base Contract and the Future fleet as an Option listed under section 1.02.01.
  - i The training shall include a course covering the required maintenance task for the wheel press machine.
  - ii Training shall include a section covering operator safety and the safety features of the wheel press.
  - iii The training shall cover the interpretation of the press reports generated by the machine, including how to troubleshoot and correct a failed press operation.
- D The training shall assume that the maintenance personnel have no knowledge of the new wheel press but do have the skills required of their employment classification.
- E Conduct of the training course shall be supported by the direct use of the manuals developed for the project. See 1.02.05.
- F A primary objective of the program shall be to develop within UTA the capability to perform similar training under its own training program subsequent to the Contractor's involvement.
  - i All training materials, including but not limited to training aids, lesson plans, models, mock-ups, video recordings, drawings, procedures, or other documents shall become the property of UTA at the completion of the training program. UTA shall have unrestricted rights to reproduce, distribute and modify all materials.

- ii UTA shall have the right to video record any classroom training sessions. UTA will retain the ownership of the recordings and will have the right to use them for future training sessions.
- G The formal classroom instruction will be conducted in a suitable classroom furnished by UTA in its facilities. The location and class times shall be mutually agreed between UTA and MAE-Eitel.
- H The Contractor shall submit a training program plan and course training materials for UTA review and approval a minimum of 30 days prior to the scheduled training date. All UTA comments shall be resolved and the training materials updated prior to conducting the training.

### **1.06 Project Documentation Requirements**

- A Prior to the commencement of work the Contractor shall submit the following documentation in a UTA approved format:
  - i Project Schedule – NTP + 30 days
  - ii Quality Assurance Plan – NTP + 30 days
  - iii Receiving Inspection and Test Procedures – NTP + 60 days
  - iv Pre-shipment Inspection and Test Procedures – NTP + 60 days
  - v Shipping preparation and securement procedures – NTP + 60 days
  - vi Inspection and Test Reports – 10 days prior to Shipment to UTA

### **1.07 Project Schedule**

- A Once the new Wheel Press has been received at UTA’s facility, the Contractor shall verify that all equipment is present and correct prior to the removal of UTA’s existing Wheel Press. Once confirmed, the Contractor shall install the new Wheel Press within 30 days from the existing Wheel Press being removed.

### **1.08 Quality Requirements**

- B UTA shall have the right to inspect the Contractor’s facility and processes at any time. UTA shall also have the right to witness any step of the manufacturing, adjustment, testing, commissioning, or any other project processes.
- C The Contractor shall prepare and submit a Quality Assurance plan for UTA review and approval (CDRL 16).

### **1.09 Spare Parts**

- A The Contractor shall provide a list of recommended spare parts. The list shall include sensors, transducers, solenoids, valves, encoders, switches, and other long lead time items with a long shelf life (CDRL 17).

## **1.10 Warranty**

- A Warranty information is covered under the standard contract terms.
- B The Contractor shall warrant that all labor and materials supplied under the Contract shall:
  - i. Conform to the Specifications and all other requirements of the Contract.
  - ii. Fulfill their design function and be fit for both their ordinary and intended purposes.
  - iii. Be free of all patent and latent defects in design, materials, and workmanship.
  - iv. Perform satisfactorily.
  - v. Be of the quality specified, or of the best grade if no quality specified.
- C Unless a longer warranty period is identified in the Contract, The Contractor warrants all Materials furnished and Work performed by the Contractor to be free of defects and faults for a period of two (2) years from UTA's approval of the commissioning and acceptance test following installation at UTA's facility.
- D The Contractor's warranty shall apply regardless of any lesser period of warranty provided by the manufacturer of Materials furnished by Contractor.
- E UTA shall not be required to perform unusual or extraordinary maintenance or overhauls to keep warranties in effect.
- F The Contractor shall provide a clear process, including names and contact information, for UTA to submit warranty claims. This process shall be delivered to UTA prior to equipment delivery (CDRL 18).

## **1.11 Wheel Press Preventive Maintenance Service**

- A The Contractor shall provide UTA with pricing for an optional service agreement to support the preventive maintenance requirements of the wheel press machine. The duration of the agreement shall be 2 years with the option of two 1 year extensions.
- B The Contractor shall propose an onsite service visit interval in accordance with the needs of the machine maintenance and calibration requirements. The determined interval shall be justified by a clear description of system and component service and calibration needs.
- C The visit shall include completion of any and all necessary checks, calibration adjustments, and minor repairs.
- D The final visit at the end of the service agreement shall be used for any necessary major repairs.

- E Any parts or consumable materials required shall be used from UTA's customer shelf stock or invoiced separately. If not provided by UTA, any and all parts must either be OEM certified OR an acceptable equivalent approved in advance by UTA's Project Manager.
- F UTA may provide a minimum of one Facilities mechanic to assist with any and all preventive maintenance work required during each visit.
- G Upon completion of each visit, the Contractor shall provide a complete, concise summary of all work, checks, adjustments, repairs, and recommendations, including suggestions for parts and materials that will be required for the next maintenance interval.
- H If the service call identifies a serious problem, and the parts needed are not available on site, then either of these two solutions would be determined by both the supplier and jointly with the UTA Project Manager, to occur as soon as possible after the required parts become available on site.
  - i A one-time visit would need to be scheduled, and repairs made as soon as possible.
  - ii Determine IF the repair could wait until the next scheduled onsite service/inspection.
  - iii If a one-time visit is needed, then budgetary approval and appropriate authorization must be obtained prior to any follow-on costs of parts, labor or transportation.

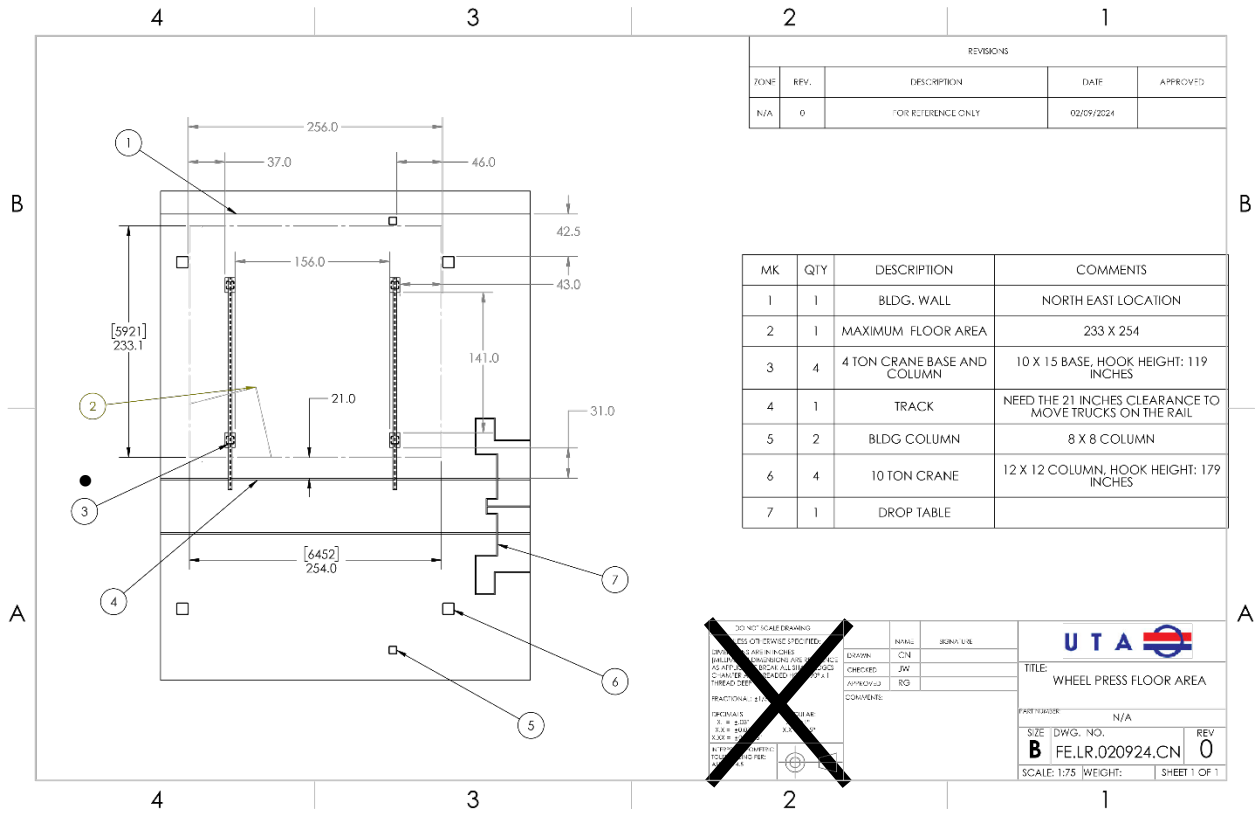
## 1.12 List

CDRL#	Title	Reference
01	Functional Description of Fault Detection System	1.02B.G
02	Preliminary Design Review (PDR)	1.02B.M
03	Final Design Review (FDR)	1.02B.M
04	Facility Integration Plan	1.02B.N
05	Wheel Press Report	1.02C.L
06	Requirements Traceability Progress Reports	1.02D.C
08	Operation and Maintenance Manual	1.02E.A
08	Illustrated Parts Catalog	1.02E.B
09	As-Built General Assembly Drawing List	1.02E.C
10	As-Built General Assembly Drawings	1.02E.D
11	Factory Acceptance Testing	1.02F
12	Site Acceptance Testing	1.02G
13	Tool and Equipment Calibration Certificates	1.03C
14	Wheel Press Operation and Maintenance Training	1.05
15	Quality Assurance Plan	1.08
16	Spare Parts Delivery	1.09
17	Warranty Process	1.10

### 1.13 JRRSC Shop Information



Figure 2 - Existing JRRSC Wheel Press



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Figure 1 - JRRSC Truck Shop Dimensions - \*Existing Wheel Press not Shown

**EXHIBIT B  
PRICE FORM**

Contract#	24-03880
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Ref	Scope	Price
1	Unit Cost of Wheel Press Machine including all requirements of this RFP	\$853,891.48
2	Cost of Commercially available Tools as required by Section 1.02 D	\$6,770.00
3a	Equipment Service Contract (initial 2-years) as required by Section 1.11	\$22,000.00
4	Future rail vehicle training as required by Section 1.05	\$10,000.00
5	Additional tooling to eliminate tool swaps during pressing operations: Tooling for 7 sets (Section 3)	\$32,900.00
6	Additional tooling to eliminate tool swaps during pressing operations: Tooling for future light rail (Section 4.2)	\$4,700.00
7	Calibration master wheelset	\$16,500.00

Total Contract Price	\$946,761.48
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**All shipping costs are included in the price above.**

**This is a “Not To Exceed” Price.**

### Milestone Payments

<b>Contract Price:</b>	<b>\$946,761.48</b>
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<b>No</b>	<b>Milestone</b>	<b>Percentage(%)</b>	<b>Amount (\$)</b>
<b>1</b>	<b>Project Documentation Approval (Schedule, QA Plan, Test Procedures, Shipping Procedures), PDR Approval</b>	<b>15%</b>	<b>\$142,014.22</b>
<b>2</b>	<b>FDR Approval, Manuals Approval (Operation, Maintenance, IPC)</b>	<b>15%</b>	<b>\$142,014.22</b>
<b>3</b>	<b>Factory Acceptance Testing Approval</b>	<b>20%</b>	<b>\$189,352.30</b>
<b>4</b>	<b>Installation, Testing, Spare Parts and Final Acceptance</b>	<b>45%</b>	<b>\$426,042.67</b>
<b>5</b>	<b>Training</b>	<b>5%</b>	<b>\$47,338.07</b>





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 3/12/2025

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

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**TITLE:**

**Pre-Procurements**

- **Light Rail Vehicle 1122 Accident Repair**

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**AGENDA ITEM TYPE:**

Pre-Procurement

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

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**DISCUSSION:**

- **Light Rail Vehicle 1122 Accident Repair.** This is a sole source procurement to repair damages to Light Rail Vehicle 1122. The project's first phase conducted a structural evaluation and developed a scope of work and repair proposal. This second phase of the project is for the repair work, which will be conducted at the Siemens repair facility in Sacramento, CA, and is anticipated to be completed by 2026. Funding for this project is included in the approved 2025 Capital Projects State of Good Repair budget under SGR386. (Req. 14527, Ryan Gardner)

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**ATTACHMENTS:**

(none)



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 3/12/2025**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Alisha Garrett, Chief Enterprise Strategy Officer  
**PRESENTER(S):** Alisha Garrett, Chief Enterprise Strategy Officer  
Richard Murray, Director of Organizational Excellence

**TITLE:**

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**2024 Continuous Improvement Team Highlights**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

In 2016, UTA created a Continuous Improvement department. The purpose of this department is to foster learning and lead culture and improvement efforts across the agency to improve efficiency and effectiveness, build culture and strengthen our performance. To support the mission and vision the department structured a cross functional UTA Continuous Improvement (CI) team in 2017, made up of various employees from across the Agency. We are excited to report the size of the team continues to grow and expand their impact and influence. The purpose of this team is to build knowledge and expertise in Service Units and across Agency Offices to ensure the work of CI becomes core to UTA's approach in our day-to-day work and reinforces the elements of the UTA Way. 2024 was another great year where several team members successfully accomplished their certification program and helped to lead out and complete numerous continuous improvement efforts across the Agency.

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**DISCUSSION:**

This presentation will share information about the various activities members of the CI team participated in throughout the year and how the CI team performed against their learning goals and objectives. We will also

recognize team members who achieved their certification and highlight some of the types of CI projects that occurred in 2024.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

The fiscal impact of the CI team varies from year to year. Many of the project's which CI team members work on have various types of impact. Some projects yield hard savings while others generate soft savings. We ask team members to summarize the impact of their project. We regularly see efficiencies gained, safety, quality, and customer improvements. Many projects also improve quality of life and cultural/morale for our workforce. Our hard savings usually come through error prevention or savings in costs/labor due to reduction of hours required to do the work.

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 3/12/2025

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

**TITLE:**

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**Strategy Session to Discuss:**

- **The Purchase, Exchange, or Lease of Real Property or to Discuss a Proposed Development Agreement, Project Proposal, or Financing Proposal in Accordance with Utah Code 52-4-205(1)(d)**
- **The Sale of Real Property in Accordance with Utah Code 52-4-205(1)(e)**

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**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for the purposes stated below per Utah Code 52-4-205.

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**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes as stated in Utah Code 52-4-205.

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**DISCUSSION:**

The purposes for this closed session include:

- Strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would:
  - disclose the appraisal or estimated value of the property under consideration; or
  - prevent the public body from completing the transaction on the best possible terms;

- Strategy sessions to discuss the sale of real property, including any form of a water right or water shares, if:
  - public discussion of the transaction would:
    - disclose the appraisal or estimated value of the property under consideration; or
    - prevent the public body from completing the transaction on the best possible terms;
  - the public body previously gave public notice that the property would be offered for sale; and
  - the terms of the sale are publicly disclosed before the public body approves the sale