



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 9, 2025

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Chair Carlton Christensen
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of June 25, 2025, Board Meeting Minutes
6. **Reports**
 - a. Executive Director Report Jay Fox
 - New Chief Operations Officer - Andres Colman
 - Recognition - MV Transit Operator Kyler Braden
 - b. Strategic Plan Minute: Economic Return - Continue TRAX Forward Program Jay Fox
 - c. Financial Report - May 2025 Viola Miller
Brad Armstrong
7. **Contracts, Disbursements and Grants**
 - a. Contract: Bus Operator Training Simulator Stacey Palacios
(Sim-Tech, Excel Driver Services)
 - b. Contract: Mobile Radio Development and Hardware Kyle Brimley
(AdvanceTec Industries)
 - c. Contract: Remix Planning Software 5-Year Software Maintenance License (Carahosoft Technology Corp.) Kyle Brimley
Jaron Robertson

- | | | |
|----|---|-------------|
| d. | Contract: Collision and Auto Body Repair Services
Contract Pool (G & R Body Corporation dba
Advanced Body & Paint) | Ryan Taylor |
| e. | Contract: Collision and Auto Body Repair Services
Contract Pool (Red Rock Collision Repair) | Ryan Taylor |
| f. | Contract: Collision and Auto Body Repair Services
Contract Pool (Benjamin J Lucero dba Straight Line
Auto Body) | Ryan Taylor |
| g. | Contract: Collision and Auto Body Repair Services
Contract Pool (Valley Collision LLC) | Ryan Taylor |
| h. | Pre-Procurements
- Bi-Level Seating Foam
- Bi-Level Seating Reupholstery Service
- S70 Track Brake Overhaul Material | Todd Mills |

8. Service and Fare Approvals

- | | | |
|----|--|-------------|
| a. | Fare Agreement: Education Pass (Mountainland
Technical College) | Monica Howe |
| b. | Fare Agreement: Education Pass (Davis Technical
College) | Monica Howe |
| c. | Fare Agreement: Pass Purchase and Administration
(Salt Lake City Corporation) | Monica Howe |

9. Budget and Other Approvals

- | | | |
|----|---|------------------------------|
| a. | TBA2025-07-01 - Technical Budget Adjustment -
2025 Capital Program | Viola Miller
Daniel Hofer |
|----|---|------------------------------|

10. Discussion Items

- | | | |
|----|---------------------------------------|----------------|
| a. | UTA Strategic Plan Performance Report | Alisha Garrett |
|----|---------------------------------------|----------------|

- 11. Closed Session** Chair Carlton Christensen
- a. Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):
- Pending or Reasonably Imminent Litigation
 - Purchase, Exchange, or Lease of Real Property
 - Sale of Real Property
- 12. Open Session** Chair Carlton Christensen
- a. R2025-07-01 - Resolution Approving the Membership Interest Purchase and Sale Agreement in the Jordan Valley Transit Oriented Development
- David Hancock
Paul Drake
- 13. Other Business** Chair Carlton Christensen
- a. Next Meeting: Wednesday, July 23, 2025 at 9:00 a.m.
- 14. Adjourn** Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate formats upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Requests 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 video 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.
 - o Comments are limited to 3 minutes per commenter.
 - o 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.
 - o To join by Zoom:
 - Use this link: https://bit.ly/UTA_BOT_07-09-25 and follow the instructions to register for the meeting.
 - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – please specify that your comment is for the upcoming Board of Trustees meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, July 8 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.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

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

TITLE:

Approval of June 25, 2025, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the June 25, 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, June 25, 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://bit.ly/UTA_BOT_PNW_06-25-25) <https://bit.ly/UTA_BOT_PNW_06-25-25> and video feed is available through the [UTA Public Meeting Portal](https://bit.ly/UTA_BOT_Video_06-25-25) <https://bit.ly/UTA_BOT_Video_06-25-25>.

ATTACHMENTS:

1. 2025-06-25_BOT_Minutes_UNAPPROVED



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 25, 2025

9:00 AM

FrontLines Headquarters

Regular Meeting & Public Hearing - Bond Issuance

Present: Chair Carlton Christensen
Trustee Beth Holbrook

Excused: 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 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Kim Shanklin, UTA Chief of Staff to the Executive Director, delivered a brief safety message.

4. Public Hearing

a. Public Hearing - Bond Issuance

Viola Miller, UTA Chief Financial Officer, was joined by Brad Patterson, outside counsel with Gilmore Bell.

Patterson outlined the details of the public hearing and purpose of issuing bonds for new light rail vehicles and a new Mt. Ogden administrative building. The key bond parameters and terms are as follows:

- New money bonds for series 2025 (project funds): not to exceed \$128 million
- Maximum coupon rate: 5.5%
- Maximum length to maturity: 20 years
- Price no less than 98%

There was no public comment during the public hearing.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, to close

the public hearing for bond issuance. The motion carried by a unanimous vote.

5. Public Comment

(To view public comment in its entirety, see the meeting video located at <https://rideuta.granicus.com/player/clip/373>.)

In Person/Virtual Comment

In person comment was given by Michael Kroll.

Kroll commended UTA for its service and expressed a desire for improvements in UTA fare payment, specifically through a dedicated app. He also made recommendations for service adjustments along the TRAX alignment while repairs are made to the water main near 1300 South in Salt Lake City.

Online Comment

No online comment was received.

6. Consent

- a. **Approval of June 11, 2025, Board Meeting Minutes**
- b. **2024 UTA Annual Comprehensive Financial Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report**

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

7. Reports

- a. **Executive Director Report**
 - **APTA 2025 Outstanding Public Transportation System Award**
 - **Continuous Improvement Excellence Award - Light Rail Sustainability**

UTA Recipient of American Public Transportation Association (APTA) Outstanding Public Transportation System Award

Jay Fox, UTA Executive Director, announced UTA as the recipient of the APTA Outstanding Public Transportation System Award.

Continuous Improvement Excellence Award - Light Rail Sustainability

Jay Fox was joined by Alisha Garrett, UTA Chief Enterprise Strategy Officer, and Richard Murray, UTA Director of Organizational Excellence.

Staff highlighted cost-saving efforts in light rail to solve problems caused by major delays in parts availability from suppliers and recognized UTA employees who contributed directly to solutions.

1300 South Water Main Break

Jay Fox was joined by David Hancock, UTA Chief Capital Services Officer.

Fox reported an emergency authorization was issued to proceed on repairs to a rail crossing following a water main break at 1300 South. The cost of the repairs will require board approval and will be brought to a future meeting for ratification.

Hancock said the current estimate timeline for completing the repairs is five days.

b. Strategic Plan Minute: Organizational Excellence - Redesign Employee Voice Survey

Jay Fox highlighted the redesign of the employee voice survey.

8. Resolutions

a. R2025-06-02 - Resolution Authorizing the Amendment of Previously Approved Grant Awards and the Execution of Specified Grant Agreements for Midvalley Express

Tracy Young, UTA Grants Director, summarized the resolution, which authorizes the amendment of previously approved grant awards (R2023-07-01 and R2025-0602) and authorizes the execution of specific grant agreements for the Midvalley Express (MVX).

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

b. R2025-06-03 - Resolution Authorizing Execution of an Interlocal Cooperation Agreement with Salt Lake County for Davis-Salt Lake City Community Connector Project Funding

Patti Garver, UTA Manager of Environmental Compliance & Sustainability, summarized the resolution, which authorizes the execution of an interlocal cooperation agreement with Salt Lake County for an appropriation of \$500,000 in Regional Transportation Choice funds to UTA for the Davis-Salt Lake City Community Connector.

Discussion ensued during which Garver indicated the funds would be used for constructing stations.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

- c. **R2025-06-04 - Resolution Authorizing all other Actions Necessary to the Consummation of the Issuance and Sale by the Authority of its Sales Tax Revenue and Refunding Bonds in the Aggregate Principal Amount of Not to Exceed \$973,000,000; and related matters**

Viola Miller was joined by Brian Baker with Zions Public Finance and Brad Patterson.

Miller summarized the resolution, which authorizes all actions necessary to the consummation of UTA's issuance and sale of sales tax revenue and refunding bonds in the aggregate principal amount not to exceed \$973,000,000. In addition to actions authorized under R2025-05-02, this resolution authorizes:

- The tender offer and invitation of the qualifying outstanding bonds
- The use and distribution of the form of Preliminary Official Statement
- The execution and delivery of the Dealer Manager Agreement

Discussion ensued. Questions on the transaction timing were posed by the board and answered by staff.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

9. **Contracts, Disbursements and Grants**

- a. **Contract: Organizational Excellence Systems Support Services (SISU Consulting Group, Inc.)**

Alisha Garrett requested the board ratify unauthorized performance beginning May 9, 2025, and approve a not-to-exceed \$750,000 contract with SISU Consulting Group, Inc. for organizational excellence systems support services. The contract, which has an effective date of May 9, 2025, has a three-year base term with two additional one-year options.

Discussion ensued. Questions on the need for a ratification were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, that the unauthorized performance beginning May 9, 2025, be ratified and the contract be approved. The motion carried by a unanimous vote.

- b. **Contract: State of Good Repair (SGR) Network Replacement (CVE Technologies Group, Inc.)**

Alisha Garrett was joined by Tom Smith, UTA IT Network Support Manager.

Garrett requested the board approve a \$1,008,555.69 contract with CVE Technologies Group, Inc. for the procurement of selected hardware and associated software licensing required for the SGR network replacement project.

Discussion ensued. A question on the equipment required was posed by the board and answered by Smith.

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

c. Contract: Lawn Care and Landscape Maintenance (JDS Construction)

Kevin Anderson, UTA Director of Maintenance Support, requested the board approve a \$331,979 contract with JDS Construction for lawn care and landscape maintenance services. The contract has a five-year term.

Discussion ensued. Questions on the vendor selection were posed by the board and answered by Anderson.

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

d. Contract: TRAX Park and Ride Lots Asphalt Preservation - Seal Coating and Striping (Sumsion Construction LLC, DBA Eckles Paving)

Kevin Anderson requested the board approve a \$336,297.88 contract with Sumsion Construction LLC, DBA Eckles Paving for asphalt preservation services at UTA park and ride lots.

Discussion ensued. Questions on parking lot lifespan and maintenance intervals were posed by the board and answered by Anderson.

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

e. Revenue Contract: FrontRunner South Extension Memorandum of Funding Agreement (Mountainland Association of Governments)

Jared Scarbrough, UTA Director of Capital Design & Construction, requested the board approve a \$1,884,600 revenue agreement with the Mountainland Association of Governments for reimbursement of expenses incurred during the environmental assessment and preliminary engineering phases of the FrontRunner south extension project.

Discussion ensued during which Scarbrough indicated limited design work was necessary to complete the environmental assessment.

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

f. **Change Order: S-Line Extension Phase 1 Pre-Construction Design Services Change Order 1 - Modified Design Services (Kiewit Infrastructure West Co.)**

Jared Scarbrough requested the board approve a \$1,117,471.11 change order to the contract with Kiewit Infrastructure West Co. for modified design services on the S-Line extension project. The total contract, including the change order, is \$3,055,243.11.

Discussion ensued. Questions on additional funding from the Utah Department of Transportation (UDOT) and project completion timeline were posed by the board and answered by Scarbrough.

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

g. **Change Order: On-Call Systems Maintenance Contract Task Order #25-012 - Power Control Cabinet Procurement (Rocky Mountain System Services)**

Jared Scarbrough requested the board approve a \$1,934,333 change order to the on-call contract with Rocky Mountain System Services for procurement of 25 power control cabinets. The total contract value, including the change order, is \$10,523,011.48.

Discussion ensued. Questions on cabinet size and potential procurement delays were posed by the board and answered by Scarbrough.

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

h. **Change Order: Facility Remodel and Reconfiguration Professional Services Task Order 25-003 - Repair of Flood Damage Caused by Fire Suppression System at Meadowbrook Facility # 3 (Paulsen Construction, LLC)**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by David Hancock.

Drake requested the board ratify a \$300,000 change order to the task order contract with Paulsen Construction, LLC for flood damage repair to the fire suppression system at the Meadowbrook 3 facility. The total contract value, including the change order, is \$1,387,724.75. Drake noted the flood created a situation requiring an emergency authorization for expenditure of funds.

Discussion ensued. A question on the nature of the repair was posed by the board and answered by staff.

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

i. **Change Order: Vehicle Program Management Consultant Services Contract Modification 9 - Exercise of Option Year 2 (Mott MacDonald)**

Kyle Stockley, UTA Director of Capital Vehicles, requested the board approve a not-to-exceed \$2,350,000 change order to the contract with Mott MacDonald to exercise option year 2. The total contract value, including the change order, is \$8,000,000.

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

10. Other Business

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

11. Closed Session

a. **Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):**

- **Pending or Reasonably Imminent Litigation**
- **Purchase, Exchange, or Lease of Real Property**
- **Sale of Real Property**

Chair Christensen indicated there were matters to be discussed in closed session related to pending or reasonably imminent litigation; the purchase, exchange, or lease of real property; and the sale of real property. A motion was made by Trustee Holbrook, and seconded by Chair Christensen, for a closed session. The motion carried by a unanimous vote.

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

The meeting convened in closed session at 10:23 a.m.

12. Open Session

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 11:03 a.m.

13. Adjourn

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, to return to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:03 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/1004449.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/373?view_id=1&redirect=true.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

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

TITLE:

Executive Director Report

- New Chief Operations Officer - Andres Colman
- Recognition - MV Transit Operator Kyler Braden

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- New Chief Operations Officer - Andres Colman (Jay Fox)
 - Recognition - MV Transit Operator Kyler Braden (Andres Colman, Ryan Taylor)
-



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

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

TITLE:

Strategic Plan Minute: Economic Return - Continue TRAX Forward Program

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 minute provides an update on one of the five UTA strategic priorities - Quality of Life, Customer Experience, Organizational Excellence, Community Support, and Economic Return.

DISCUSSION:

This strategic plan minute highlights our strategic priority of Economic Return. The Executive Team set a strategic initiative to continue our TRAX Forward Plan, this is being overseen by our Capital Services team. UTA's TRAX Forward program is focused on modernizing infrastructure and expanding light rail to meet evolving travel patterns and utilize technology that has advanced since TRAX began 25 years ago. One critical piece of state of good repair that has been completed is upgrading our substations and we will be reporting out on that today.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

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:

Financial Report - May 2025

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expenses 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 May 2025 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and will be presented to the Board. Also provided is the monthly Board Dashboard which summarizes key information from the May 2025 Monthly Financial Statements.

DISCUSSION:

At the July 9, 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

FISCAL IMPACT:

N/A

ATTACHMENTS:

- May 2025 Board Dashboard
- May 2025 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: May 31, 2025

Financial Metrics	May Actual	May Budget	Fav / (Unfav)	%	YTD Actual	YTD Budget	Fav / (Unfav)	%
Sales Tax (Apr '25 mm \$)	\$ 36.7	\$ 40.1	\$ (3.35)	● -8.4%	\$ 160.0	\$ 156.7	\$ 3.37	● 2.2%
Fare Revenue (mm)	\$ 3.3	\$ 3.3	\$ 0.04	● 1.3%	\$ 15.9	\$ 15.2	\$ 0.78	● 5.2%
Operating Exp (mm)	\$ 38.9	\$ 38.1	\$ (0.85)	● -2.2%	\$ 175.1	\$ 192.9	\$ 17.77	● 9.2%
Subsidy Per Rider (SPR)	\$ 10.86	\$ 10.21	\$ (0.65)	● -6.4%	\$ 9.32	\$ 10.21	\$ 0.89	● 8.7%
UTA Diesel Price (\$/gal)	\$ 2.30	\$ 3.60	\$ 1.30	● 36.0%	\$ 2.36	\$ 3.60	\$ 1.24	● 34.4%
Operating Metrics	May Actual	May-24	F / (UF)	%	YTD Actual	YTD 2024	F / (UF)	%
Ridership (mm)	3.28	3.41	(0.1)	● -3.8%	17.07	16.76	0.3	● 1.9%
Energy Cost by Type (Monthly Avg YTD)								
	Diesel Bus (Cost per Mile)				\$ 0.50			
	Diesel CR (Cost per Mile)				\$ 3.81			
	Unleaded Gas (Cost per Mile)				\$ 0.53			
	CNG (Cost per Mile)				\$ 0.36			
	Bus Propulsion Power (Cost per Mile)				\$ 0.46			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.72			

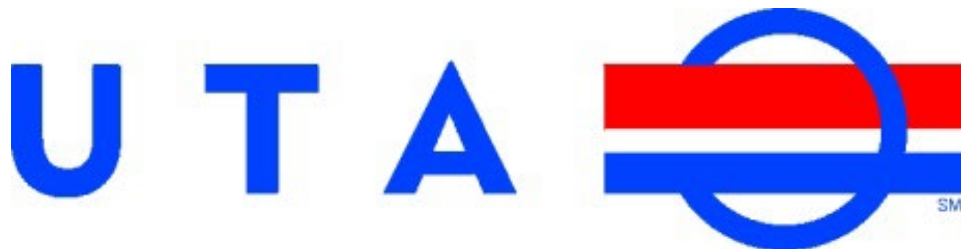
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

May 31, 2025



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

EXHIBIT 1-1

	2025 YTD ACTUAL	2025 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (16,846,609)	\$ (16,145,041)	\$ 701,567	4%
2 Operating Expenses	175,094,849	192,869,208	17,774,359	9%
3 Net Operating Income (Loss)	(158,248,240)	(176,724,167)	18,475,926	10%
4 Capital Revenue	(41,049,883)	(97,465,417)	(56,415,534)	-58%
5 Capital Expenses	58,418,995	137,596,250	79,177,255	58%
6 Net Capital Income (Loss)	(17,369,112)	(40,130,833)	22,761,721	57%
7 Sales Tax	(203,361,369)	(196,638,455)	6,722,914	3%
8 Other Revenue	(17,478,299)	(36,347,500)	(18,869,201)	-52%
9 Debt Service	26,008,472	32,396,911	6,388,439	20%
10 Sale of Assets	(227,316)	-	227,316	
11 Net Non-Operating Income (Loss)	195,058,512	200,589,044	(5,530,533)	-3%
12 Contribution to Cash Balance	\$ 19,441,159	\$ (16,265,955)	\$ 35,707,115	220%
13 Amortization	4,127,913			
14 Depreciation	59,759,064			
15 Total Non-cash Items	\$ 63,886,978			

STATISTICS

RIDERSHIP

2024 YE Actual	May 2025	May 2024	Difference	2025 YTD	2024 YTD	Difference
16 40,478,945	3,280,506	3,411,605	(131,099)	17,070,176	16,757,816	312,360

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 175,094,849
18 Less: Passenger Revenue	- (15,948,692)
19 Subtotal	159,146,157
20 Divided by: Ridership	÷ 17,070,176
21 Subsidy per Rider	<u>\$ 9.32</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of May 31, 2025

EXHIBIT 1-2

BALANCE SHEET

	5/31/2025	5/31/2024
CURRENT ASSETS		
1 Cash	\$ 29,744,615	\$ 22,844,226
2 Investments (Unrestricted)	307,220,230	434,492,019
3 Investments (Restricted)	166,734,040	172,886,417
4 Receivables	99,210,887	193,145,829
5 Receivables - Federal Grants	318,932	3,113,363
6 Inventories	50,770,037	44,836,846
7 Prepaid Expenses	6,397,998	970,553
8 TOTAL CURRENT ASSETS	\$ 660,396,739	\$ 872,289,254
9 Property, Plant & Equipment (Net)	2,902,798,819	2,900,085,127
10 Other Assets	142,771,050	133,626,584
11 TOTAL ASSETS	\$ 3,705,966,608	\$ 3,906,000,965
12 Current Liabilities	131,730,534	152,379,045
14 Net Pension Liability	133,377,587	142,283,669
15 Outstanding Debt	2,274,308,551	2,328,616,177
16 Net Investment in Capital Assets	743,298,314	774,150,107
17 Restricted Net Position	162,993,340	124,468,696
18 Unrestricted Net Position	260,258,282	384,103,270
19 TOTAL LIABILITIES & EQUITY	\$ 3,705,966,608	\$ 3,906,000,964

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 2018 Bond Proceeds	68	\$ 64
21 2019 Bond Proceeds	4,747	701,639
22 Debt Service Interest Payable	90,077,915	80,776,111
23 Risk Contingency Fund	8,202,900	8,154,501
24 Catastrophic Risk Reserve Fund	1,178,194	1,147,113
25 Box Elder County ROW (sales tax)	4,973,419	3,278,330
26 Utah County 4th Qtr (sales tax)	28,095,673	16,547,013
27 Amounts held in escrow	30,593,593	62,273,743
28 TOTAL RESTRICTED RESERVES	\$ 163,126,508	\$ 172,878,514
DESIGNATED GENERAL AND CAPITAL RESERVES		
29 General Reserves	\$ 80,300,000	72,100,000
30 Service Sustainability Reserves	13,400,000	12,017,000
31 Capital Reserve	66,900,000	46,541,000
32 Debt Reduction Reserve	30,000,000	30,000,000
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 190,600,000	\$ 160,658,000
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 353,726,508	\$ 333,536,514

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of May 31, 2025

REVENUE & EXPENSES

	ACTUAL May-25	ACTUAL May-24	YTD 2025	YTD 2024
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,302,413)	\$ (3,593,157)	\$ (15,948,692)	\$ (17,022,824)
2 Advertising Revenue	(181,250)	(179,167)	(897,917)	(747,833)
3 TOTAL OPERATING REVENUE	\$ (3,483,663)	\$ (3,772,324)	\$ (16,846,609)	\$ (17,770,658)
OPERATING EXPENSE				
4 Bus Service	\$ 13,920,484	\$ 12,980,029	\$ 64,175,379	\$ 59,544,886
5 Commuter Rail	2,457,755	2,841,982	11,162,768	12,488,701
6 Light Rail	4,528,045	3,825,003	20,675,760	19,437,236
7 Maintenance of Way	2,040,638	1,812,097	8,404,639	8,824,728
8 Paratransit Service	2,404,044	2,697,077	12,383,757	12,096,491
9 RideShare/Van Pool Services	226,578	445,908	1,499,021	1,430,006
10 Microtransit	1,577,110	1,977,413	6,065,193	4,264,876
11 Operations Support	6,179,054	6,549,128	26,742,961	28,215,898
12 Administration	5,609,055	5,683,564	23,985,372	21,808,221
13 Non-Departmental		5,557,291	-	5,557,291
14 TOTAL OPERATING EXPENSE	\$ 38,942,763	\$ 44,369,492	\$ 175,094,849	\$ 173,668,335
15 NET OPERATING (INCOME) LOSS	\$ 35,459,100	\$ 40,597,168	\$ 158,248,240	\$ 155,897,677
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(991,535)	(1,169,211)	(5,096,484)	(10,973,801)
17 Sales Tax Revenue ¹	(44,931,541)	(42,159,706)	(203,361,369)	(200,001,774)
18 Other Revenue	(868,972)	(1,525,362)	(5,776,222)	(4,327,293)
19 Fed Operations/Preventative Maint. Revenue	(99,051)		(6,605,594)	38,295
20 Bond Interest	6,218,651	6,069,913	24,319,319	30,349,566
21 Bond Interest UTCT	139,793	148,357	724,657	741,785
22 Bond Cost of Issuance/Fees	(54,000)		(77,500)	45,150
23 Lease Interest	460,299	506,619	1,041,996	1,010,422
24 Sale of Assets	(88,800)	(63,400)	(227,316)	(196,725)
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (40,215,157)	\$ (38,192,789)	\$ (195,058,512)	\$ (183,314,374)
26 CONTRIBUTION TO RESERVES	\$ 4,756,057	\$ (2,404,379)	\$ 36,810,272	\$ 27,416,697
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(339,685)	(1,720,234)	(1,698,426)
28 Bond Refunding Cost Amortization	1,102,053	1,242,598	5,510,266	6,212,992
29 Future Revenue Cost Amortization	67,576	67,576	337,881	337,881
30 Depreciation	14,704,386	11,821,477	59,759,064	57,868,799
31 NET OTHER EXPENSES (NON-CASH)	\$ 15,529,969	\$ 12,791,966	\$ 63,886,978	\$ 62,721,246

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

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of May 31, 2025

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	May-25	May-25	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,302,413)	\$ (3,259,456)	\$ 42,957	1%
2 Advertising Revenue	(181,250)	(195,917)	(14,667)	-7%
3 TOTAL OPERATING REVENUE	\$ (3,483,663)	\$ (3,455,373)	\$ 28,290	1%
OPERATING EXPENSE				
4 Bus Service	\$ 13,920,484	13,336,108	\$ (584,376)	-4%
5 Commuter Rail	2,457,755	2,721,031	263,276	10%
6 Light Rail	4,528,045	4,287,516	(240,529)	-6%
7 Maintenance of Way	2,040,638	1,888,624	(152,014)	-8%
8 Paratransit Service	2,404,044	2,502,825	98,780	4%
9 RideShare/Van Pool Services	226,578	336,139	109,561	33%
10 Microtransit	1,577,110	1,400,877	(176,233)	-13%
11 Operations Support	6,179,054	5,465,559	(713,495)	-13%
12 Administration	5,609,055	6,156,770	547,715	9%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 38,942,763	\$ 38,095,448	\$ (847,315)	-2%
15 NET OPERATING (INCOME) LOSS	\$ 35,459,100	\$ 34,640,075	\$ (819,025)	-2%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (991,535)	\$ (423,750)	\$ 567,785	134%
17 Sales Tax Revenue	(44,931,541)	(39,973,519)	4,958,022	12%
18 Other Revenue	(868,972)	(1,235,500)	(366,528)	-30%
19 Fed Operations/Preventative Maint. Revenue	(99,051)	(6,034,000)	(5,934,949)	-98%
20 Bond Interest	6,218,651	6,049,457	(169,195)	-3%
21 Bond Interest UTCT	139,793	139,793	0	0%
22 Bond Cost of Issuance/Fees	(54,000)	11,600	65,600	566%
23 Lease Interest	460,299	283,303	(176,996)	-62%
24 Sale of Assets	(88,800)	-	88,800	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (40,215,157)	\$ (41,182,617)	\$ (967,460)	-2%
26 CONTRIBUTION TO RESERVES	\$ 4,756,057	\$ 6,542,542		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of May 31, 2025

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL	BUDGET	ORIGINAL	AMENDED	VARIANCE	%
		May-25	May-25	BUDGET	BUDGET	FAVORABLE	FAVORABLE
				TOTAL	TOTAL	(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE							
1	Board of Trustees	\$ 300,990	\$ 314,069	\$ 3,768,864	\$ 3,768,864	\$ 13,079	4%
2	Executive Director	1,037,146	628,222	\$ 7,538,842	7,538,842	(408,924)	-65%
3	Chief Communication Officer	241,959	403,498	\$ 4,842,106	4,842,106	161,539	40%
4	Chief Planning and Engagement Of	2,415,511	2,275,405	\$ 27,396,584	27,396,584	(140,106)	-6%
5	Chief Finance Officer	1,628,541	1,639,471	\$ 19,667,986	19,667,986	10,930	1%
6	Chief Operating Officer	29,011,640	28,692,278	\$ 347,117,591	347,117,592	(319,362)	-1%
7	Chief People Officer	976,750	1,153,978	\$ 13,868,057	13,868,057	177,228	15%
8	Chief Development Officer	880,467	677,787	\$ 8,183,427	8,183,427	(202,680)	-30%
9	Chief Enterprise Strategy Officer	2,449,759	2,310,740	\$ 31,267,370	31,267,370	(139,019)	-6%
10	Non-Departmental		-	\$ 858,014	858,014	-	
11	TOTAL OPERATING EXPENSE	\$ 38,942,763	\$ 38,095,448	\$ 464,508,841	\$ 464,508,842	\$ (847,315)	-2%

YEAR TO DATE

		ACTUAL	BUDGET		VARIANCE	%
		May-24	May-24		FAVORABLE	FAVORABLE
					(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE						
12	Board of Trustees	\$ 1,249,125	\$ 1,570,345		\$ 321,220	20%
13	Executive Director	3,002,060	3,141,110		139,050	4%
14	Chief Communication Officer	1,082,119	2,017,490		935,371	46%
15	Chief Planning and Engagement Of	10,059,083	11,434,526		1,375,443	12%
16	Chief Finance Officer	6,587,141	8,121,215		1,534,074	19%
17	Chief Operating Officer	136,149,386	144,568,415		8,419,029	6%
18	Chief People Officer	4,242,740	5,769,890		1,527,150	26%
19	Chief Development Officer	3,040,092	3,401,435		361,343	11%
20	Chief Enterprise Strategy Officer	10,903,082	12,630,278		1,727,196	14%
21	Non-Departmental	52	214,504		214,452	100%
22	TOTAL OPERATING EXPENSE	\$ 176,314,880	\$ 192,869,208		\$ 16,554,328	9%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of May 31, 2025

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	May-25	May-25	FAVORABLE	FAVORABLE
			(UNFAVORABLE)	(UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (15,948,692)	\$ (15,165,458)	\$ 783,234	5%
2 Advertising Revenue	(897,917)	(979,583)	(81,667)	-8%
3 TOTAL OPERATING REVENUE	\$ (16,846,609)	\$ (16,145,041)	\$ 701,567	4%
OPERATING EXPENSE				
4 Bus Service	\$ 64,169,745	\$ 66,948,328	\$ 2,778,583	4%
5 Commuter Rail	11,162,768	13,605,155	2,442,387	18%
6 Light Rail	20,677,933	21,437,580	759,647	4%
7 Maintenance of Way	8,408,830	9,530,071	1,121,241	12%
8 Paratransit Service	12,383,757	12,481,406	97,649	1%
9 RideShare/Van Pool Services	1,499,021	1,680,695	181,674	11%
10 Microtransit	6,065,226	7,004,385	939,159	13%
11 Operations Support	26,735,269	28,093,117	1,357,848	5%
12 Administration	23,993,632	31,873,967	7,880,335	25%
13 Non-Departmental	-	214,504	214,504	100%
14 TOTAL OPERATING EXPENSE	\$ 175,096,180	\$ 192,869,208	\$ 17,773,028	9%
15 NET OPERATING (INCOME) LOSS	\$ 158,249,571	\$ 176,724,167	\$ 18,474,595	10%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (5,096,484)	\$ (2,118,750)	\$ 2,977,734	141%
17 Sales Tax Revenue	(203,361,369)	(196,638,455)	6,722,914	3%
18 Other Revenue	(5,776,222)	(6,177,500)	(401,278)	-6%
19 Fed Operations/Preventative Maint. Revenue	(6,605,594)	(30,170,000)	(23,564,406)	-78%
20 Bond Interest	24,319,319	30,247,283	5,927,964	20%
21 Bond Interest UTCT	724,657	698,963	(25,693)	-4%
22 Bond Cost of Issuance/Fees	(77,500)	34,150	111,650	327%
23 Lease Interest	1,041,996	1,416,515	374,518	26%
24 Sale of Assets	(227,316)	-	227,316	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (195,058,512)	\$ (202,707,794)	\$ (7,649,283)	-4%
26 CONTRIBUTION TO RESERVES	\$ 36,808,941	\$ 25,983,628		

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

EXHIBIT 1-6

	2025 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 Capital Services	\$ 51,072,285	\$ 276,029,000	18.5%
2 Enterprise Strategy	2,407,013	15,809,000	15.2%
3 Executive Director (Safety)	409,618	1,996,000	20.5%
4 Finance	2,376,694	21,211,000	11.2%
5 Operations	582,830	9,700,000	6.0%
6 People	1,394,431	2,145,000	65.0%
7 Planning & Engagement	176,124	3,341,000	5.3%
9			
TOTAL	\$ 58,418,995	\$ 330,231,000	17.7%
10 REVENUES			
11 GRANT	\$ 24,187,180	\$ 127,571,000	19.0%
12 STATE CONTRIBUTION	6,041,280	45,619,000	13.2%
13 LEASES (PAID TO DATE)	8,702,039	32,652,000	26.7%
14 BONDS	-	23,055,000	0.0%
15 LOCAL PARTNERS	2,119,384	5,020,000	42.2%
16 UTA FUNDING	17,369,112	96,314,000	18.0%
TOTAL	\$ 58,418,995	\$ 330,231,000	17.7%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of May 31, 2025

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	May-25	May-24	2025	2024
UTA				
Fully Allocated Costs	38,942,763	44,369,492	175,096,180	173,668,335
Passenger Farebox Revenue	3,302,413	3,593,157	15,948,692	17,022,824
Passengers	3,280,506	3,411,605	17,070,176	16,757,816
Farebox Recovery Ratio	8.5%	8.1%	9.1%	9.8%
Actual Subsidy per Rider	\$10.86	\$11.95	\$9.32	\$9.35
BUS SERVICE				
Fully Allocated Costs	19,660,922	21,763,855	88,866,778	86,641,491
Passenger Farebox Revenue	1,239,826	1,397,520	6,855,310	6,805,981
Passengers	1,620,384	1,570,426	8,498,535	8,269,667
Farebox Recovery Ratio	6.3%	6.4%	7.7%	7.9%
Actual Subsidy per Rider	\$11.37	\$12.97	\$9.65	\$9.65
LIGHT RAIL SERVICE				
Fully Allocated Costs	9,423,989	10,462,583	41,301,068	42,003,319
Passenger Farebox Revenue	612,107	782,237	3,296,482	3,379,352
Passengers	1,060,026	1,244,729	5,595,023	5,706,213
Farebox Recovery Ratio	6.5%	7.5%	8.0%	8.0%
Actual Subsidy per Rider	\$8.31	\$7.78	\$6.79	\$6.77
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,561,789	5,519,700	20,289,563	22,145,721
Passenger Farebox Revenue	426,344	475,968	2,001,423	2,264,311
Passengers	337,314	364,512	1,707,236	1,680,212
Farebox Recovery Ratio	9.3%	8.6%	9.9%	10.2%
Actual Subsidy per Rider	\$12.26	\$13.84	\$10.71	\$11.83
MICROTRANSIT				
Fully Allocated Costs	1,731,193	2,204,302	6,728,604	4,989,750
Passenger Farebox Revenue	58,615	17,767	269,996	125,883
Passengers	56,985	45,463	268,654	225,499
Farebox Recovery Ratio	3.4%	0.8%	4.0%	2.5%
Actual Subsidy per Rider	\$29.35	\$48.09	\$24.04	\$21.57
PARATRANSIT				
Fully Allocated Costs	2,944,525	3,396,269	14,638,101	14,564,841
Passenger Farebox Revenue	607,670	596,136	1,710,594	2,810,627
Passengers	82,360	87,856	403,802	408,429
Farebox Recovery Ratio	20.6%	17.6%	11.7%	19.3%
Actual Subsidy per Rider	\$28.37	\$31.87	\$32.01	\$28.78
RIDESHARE				
Fully Allocated Costs	620,345	1,022,783	3,272,066	3,323,213
Passenger Farebox Revenue	357,851	323,530	1,814,887	1,636,671
Passengers	123,438	98,620	596,926	467,796
Farebox Recovery Ratio	57.7%	31.6%	55.5%	49.2%
Actual Subsidy per Rider	\$2.13	\$7.09	\$2.44	\$3.61

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of May 31, 2025

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	May-25	May-24	2025	2024
FULLY ALLOCATED COSTS				
Bus Service	\$19,660,922	\$21,763,855	\$88,866,778	\$86,641,491
Light Rail Service	\$9,423,989	\$10,462,583	\$41,301,068	\$42,003,319
Commuter Rail Service	\$4,561,789	\$5,519,700	\$20,289,563	\$22,145,721
Microtransit	\$1,731,193	\$2,204,302	\$6,728,604	\$4,989,750
Paratransit	\$2,944,525	\$3,396,269	\$14,638,101	\$14,564,841
Rideshare	\$620,345	\$1,022,783	\$3,272,066	\$3,323,213
UTA	\$38,942,763	\$44,369,492	\$175,096,180	\$173,668,335
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,239,826	\$1,397,520	\$6,855,310	\$6,805,981
Light Rail Service	\$612,107	\$782,237	\$3,296,482	\$3,379,352
Commuter Rail Service	\$426,344	\$475,968	\$2,001,423	\$2,264,311
Microtransit	\$58,615	\$17,767	\$269,996	\$125,883
Paratransit	\$607,670	\$596,136	\$1,710,594	\$2,810,627
Rideshare	\$357,851	\$323,530	\$1,814,887	\$1,636,671
UTA	\$3,302,413	\$3,593,157	\$15,948,692	\$17,022,824
PASSENGERS				
Bus Service	1,620,384	1,570,426	8,498,535	8,269,667
Light Rail Service	1,060,026	1,244,729	5,595,023	5,706,213
Commuter Rail Service	337,314	364,512	1,707,236	1,680,212
Microtransit	56,985	45,463	268,654	225,499
Paratransit	82,360	87,856	403,802	408,429
Rideshare	123,438	98,620	596,926	467,796
UTA	3,280,506	3,411,605	17,070,176	16,757,816
FAREBOX RECOVERY RATIO				
Bus Service	6.3%	6.4%	7.7%	7.9%
Light Rail Service	6.5%	7.5%	8.0%	8.0%
Commuter Rail Service	9.3%	8.6%	9.9%	10.2%
Microtransit	3.4%	0.8%	4.0%	2.5%
Paratransit	20.6%	17.6%	11.7%	19.3%
Rideshare	57.7%	31.6%	55.5%	49.2%
UTA	8.5%	8.1%	9.1%	9.8%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$11.37	\$12.97	\$9.65	\$9.65
Light Rail Service	\$8.31	\$7.78	\$6.79	\$6.77
Commuter Rail Service	\$12.26	\$13.84	\$10.71	\$11.83
Microtransit	\$29.35	\$48.09	\$24.04	\$21.57
Paratransit	\$28.37	\$31.87	\$32.01	\$28.78
Rideshare	\$2.13	\$7.09	\$2.44	\$3.61
UTA	\$10.86	\$11.95	\$9.32	\$9.35

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of May 31, 2025

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 318,932	\$ 318,932	-	-	-	-
2 Sales Tax Contributions	77,596,421	45,534,383	\$ 32,062,038	-	-	-
3 Warranty Recovery	1,474,279	1,474,279	-	-	-	-
4 Build America Bond Subsidies	-	-	-	-	-	-
5 Product Sales and Development	2,297,069	635,662	61,492	9,012	724,697	866,206
6 Pass Sales	53,228	143,025	4,123	44,247	(34,723)	(103,444)
7 Property Management	160,401	7,137	18,434	5,490	-	129,340
8 Vanpool/Rideshare	200,372	72,017	43,413	41,936	1,240	41,766
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	9,797,120	572,037	1,133,396	-	-	8,091,687
12 Other	13,781,956	67,974	-	-	238	364,377
13 Total	\$ 106,203,696	\$ 49,349,366	\$ 33,322,896	\$ 100,684	\$ 691,453	\$ 9,389,932

Percentage Due by Aging

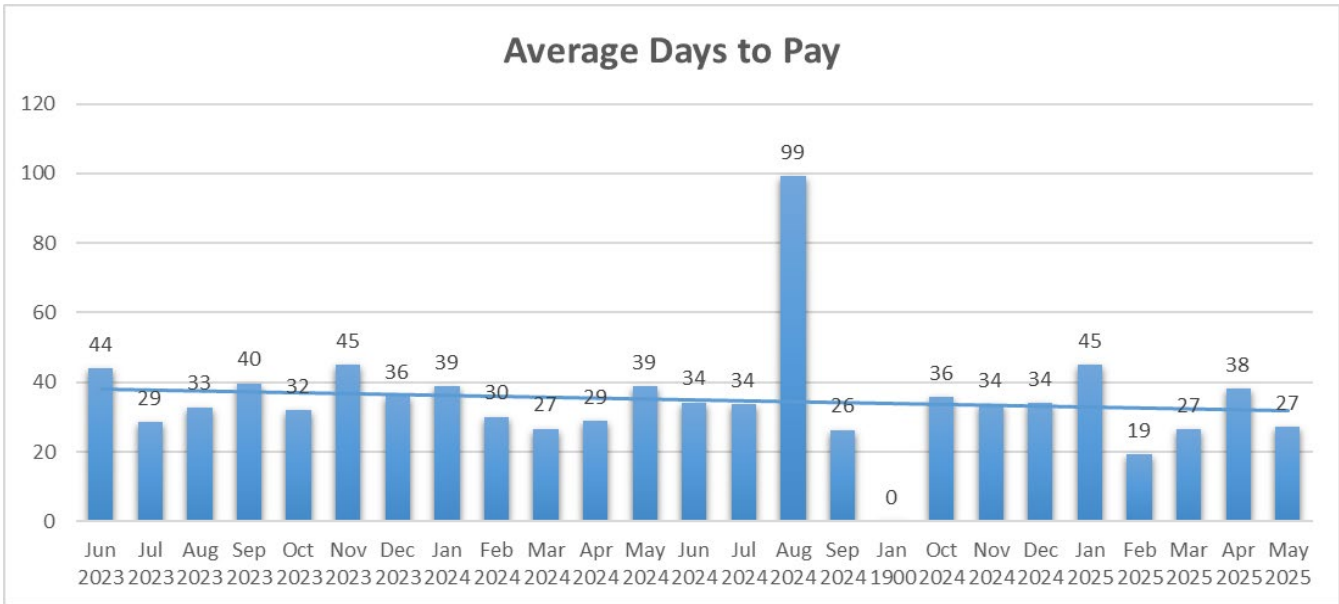
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	58.7%	41.3%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	27.7%	2.7%	0.4%	31.5%	37.7%
19 Pass Sales	268.7%	7.7%	83.1%	-65.2%	-194.3%
20 Property Management	4.4%	11.5%	3.4%	0.0%	80.6%
21 Vanpool/Rideshare	35.9%	21.7%	20.9%	0.6%	20.8%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	5.8%	11.6%	0.0%	0.0%	82.6%
25 Other	0.5%	0.0%	0.0%	0.0%	2.6%
26 Total	46.5%	31.4%	0.1%	0.7%	8.8%

¹ Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM May 1, 2025 THROUGH May 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>
00223632 MANAGEMENT SERVICES CONSULTAN	4/16/2025	AECOM Technical Services, Inc.	904024	05/14/2025	-212,640.14
02203601 MANAGEMENT SERVICES CONSULTAN	4/16/2025	BRASCO INTERNATIONAL, INC.	904124	05/21/2025	-214,675.00
02203601 MANAGEMENT SERVICES CONSULTAN	4/16/2025	BRASCO INTERNATIONAL, INC.	904124	05/21/2025	-238,375.00
02203601 MANAGEMENT SERVICES CONSULTAN	4/16/2025	BRASCO INTERNATIONAL, INC.	904124	05/21/2025	-217,150.00
00243891 TPSS UPGRADE/REHAB	4/9/2025	Calvin L Wadsworth Constr. Com	904215	05/28/2025	-245,571.61
R2025-04-01 Pension Contribution	4/18/2025	Cambridge Associates, LLC.	390215	05/02/2025	-1,268,908.65
R2025-04-01 Pension Contribution	4/18/2025	Cambridge Associates, LLC.	390473	05/16/2025	-1,283,046.58
R2025-04-01 Pension Contribution	4/18/2025	Cambridge Associates, LLC.	390820	05/30/2025	-1,270,528.74
02403873 Annual Maintenance	7/25/2024	L3Harris Technologies, Inc	390346	05/07/2025	-209,762.72
00172455 LOCOMOTIVE REMANUFACTURER	8/30/2018	MotivePower LLC	904122	05/21/2025	-388,824.00
02003243 PARA SERVICE NORTH	4/30/2025	MV PUBLIC TRANSPORTATION	903940	05/07/2025	-284,149.85
00243813 TRAX Platform in South Jordan	4/30/2025	PAULSEN CONSTRUCTION, INC.	904123	05/21/2025	-570,059.00
00213530 Insurance	4/17/2025	PEHP (Use for Admin)	904037	05/14/2025	-284,158.21
00213530 Insurance	4/17/2025	PEHP (Use for Admin)	904238	05/28/2025	-286,772.75
01126114 Tire Kits	5/16/2022	PENN MACHINE COMPANY LLC	904119	05/21/2025	-317,306.40
R2024-10-03 UTILITIES	4/2/2025	ROCKY MOUNTAIN POWER	390383	05/14/2025	-377,746.41
R2024-10-03 UTILITIES	4/2/2025	ROCKY MOUNTAIN POWER	390554	05/21/2025	-353,780.32
00213531 HEALTH INSURANCE	4/17/2025	SELECT HEALTH	904239	05/28/2025	-970,572.00
R2025-04-01 Insurance Claim	5/12/2025	Siegfried & Jensen Client Trus	67312	05/14/2025	-300,000.00
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	903942	05/07/2025	-1,414,141.08
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	903942	05/07/2025	-1,232,698.00
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	903942	05/07/2025	-260,042.30
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	903942	05/07/2025	-562,542.49
00016995 Dash Cameras	4/9/2024	Tivitri Inc	904027	05/14/2025	-552,672.00
02303738 SOFTWARE SERVICE	4/23/2025	TRAPEZE SOFTWARE GROUP, II	904028	05/14/2025	-670,810.00
01903143 PARA SERVICE SOUTH	4/23/2025	UNITED WAY COMMUNITY SERV	903938	05/07/2025	-211,293.51
R2025-01-02 INCOME TAX	4/18/2025	UTAH ST TAX (WITHHOLDING OF	390243	05/02/2025	-334,994.55
R2025-01-02 INCOME TAX	4/18/2025	UTAH ST TAX (WITHHOLDING OF	390499	05/16/2025	-339,842.83
R2025-01-02 INCOME TAX	4/18/2025	UTAH ST TAX (WITHHOLDING OF	390849	05/30/2025	-336,096.22



FAREBOX RECOVERY & IPR	CURRENT MONTH		YEAR TO DATE	
UTA				
Fully Allocated Costs	38,942,763	44,369,492	175,096,180	173,668,335
Passenger Farebox Revenue	3,302,413	3,593,157	15,948,692	17,022,824
Passengers	3,280,506	3,411,605	17,070,176	16,757,816
Farebox Recovery Ratio	8.5%	8.1%	9.1%	9.8%
Actual Subsidy per Rider	\$ 10.86	\$ 11.95	\$ 9.32	\$ 9.35
BUS SERVICE				
Fully Allocated Costs	19,660,922	21,763,855	88,866,778	86,641,491
Passenger Farebox Revenue	1,239,826	1,397,520	6,855,310	6,805,981
Passengers	1,620,384	1,570,426	8,498,535	8,269,667
Farebox Recovery Ratio	6.3%	6.4%	7.7%	7.9%
Actual Subsidy per Rider	\$ 11.37	\$ 12.97	\$ 9.65	\$ 9.65
LIGHT RAIL SERVICE				
Fully Allocated Costs	9,423,989	10,462,583	41,301,068	42,003,319
Passenger Farebox Revenue	612,107	782,237	3,296,482	3,379,352
Passengers	1,060,026	1,244,729	5,595,023	5,706,213
Farebox Recovery Ratio	6.5%	7.5%	8.0%	8.0%
Actual Subsidy per Rider	\$ 8.31	\$ 7.78	\$ 6.79	\$ 6.77
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,561,789	5,519,700	20,289,563	22,145,721
Passenger Farebox Revenue	426,344	475,968	2,001,423	2,264,311
Passengers	337,314	364,512	1,707,236	1,680,212
Farebox Recovery Ratio	9.3%	8.6%	9.9%	10.2%
Actual Subsidy per Rider	\$ 12.26	\$ 13.84	\$ 10.71	\$ 11.83
MICROTRANSIT				
Fully Allocated Costs	1,731,193	2,204,302	6,728,604	4,989,750
Passenger Farebox Revenue	58,615	17,767	269,996	125,883
Passengers	56,985	45,463	268,654	225,499
Farebox Recovery Ratio	3.4%	0.8%	4.0%	2.5%
Actual Subsidy per Rider	\$ 29.35	\$ 48.09	\$ 24.04	\$ 21.57
PARATRANSIT				
Fully Allocated Costs	2,944,525	3,396,269	14,638,101	14,564,841
Passenger Farebox Revenue	607,670	596,136	1,710,594	2,810,627
Passengers	82,360	87,856	403,802	408,429
Farebox Recovery Ratio	20.6%	17.6%	11.7%	19.3%
Actual Subsidy per Rider	\$ 28.37	\$ 31.87	\$ 32.01	\$ 28.78
RIDESHARE				
Fully Allocated Costs	620,345	1,022,783	3,272,066	3,323,213
Passenger Farebox Revenue	357,851	323,530	1,814,887	1,636,671
Passengers	123,438	98,620	596,926	467,796
Farebox Recovery Ratio	57.7%	31.6%	55.5%	49.2%
Actual Subsidy per Rider	\$ 2.13	\$ 7.09	\$ 2.44	\$ 3.61



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Ann Green-Barton, Chief People Officer
PRESENTER(S): Stacey Palacios, Director of Workforce Tech Training

TITLE:

Contract: Bus Operator Training Simulator (Sim-Tech, Excel Driver Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute contract 24-03914 and associated disbursements to Sim-Tech, a division of Excel Driver Services, for the purchase of a bus simulator including two years of maintenance and warranty support services in the not-to-exceed amount of \$609,137.50.

BACKGROUND:

Workforce Technical Training is seeking approval to purchase a bus simulator to support our Bus Operations training program. Simulation-based training provides a safe, controlled environment for drivers to build critical skills, improve decision-making, and reinforce best practices. Transit agencies nationwide are procuring bus simulators to improve safety, reduce avoidable accidents, lower training and insurance costs, and increase driver retention.

DISCUSSION:

After an extensive RFP process, Workforce Technical Training is requesting to contract with Sim-Tech to procure a bus simulator. Operating a mass transit vehicle is a complex task: Increasing road congestion, distracted drivers and pedestrians, and the rise of micro-mobility options have made bus operation more demanding. A bus simulator offers a modern, effective solution to these challenges, delivering measurable improvements in safety, performance, and cost efficiency.

The key benefits of a bus simulator investment include:

- Improved safety and risk reduction
- Accelerated skill development
- Cost savings
- Enhanced refresher and remedial training
- Increased driver retention
- Scheduling Flexibility

In addition to the simulator, the contract includes two years of maintenance and warranty support services at no additional charge. The agreement also contains an optional three (3) one-year option periods for additional maintenance and warranty support services if deemed necessary by UTA. The optional periods of maintenance and support services would require a separate approval of a change order by the Board of Trustees and are not within the current Board approval request.

CONTRACT SUMMARY:

Contractor Name:	Excel Driver Services (SimTech)
Contract Number:	24-03914
Base Contract Effective Dates:	Effective after last signature thru June 30, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$609,137.50
Procurement Method:	RFP
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Without a bus simulator, UTA risks sustained or rising rates of preventable accidents, higher training costs, reduced training efficiency, and missed opportunities to improve and safety outcomes.

FISCAL IMPACT:

The original two-year maintenance and warranty support services and the optional extended three years are allocated under the Training & Development Training Budget.

2025 Contract Total: \$609,137.50.

This contract is fully funded through UTA's capital budget, with no external grant funding currently allocated. If the optional extended warranties are deemed necessary, they will be procured through separate amendments or change orders to the base contract.

ATTACHMENTS:

- Contract: Bus Operator Training Simulator (Excel Driver Services)
-



GOODS AND SERVICES SUPPLY AGREEMENT

**UTA CONTRACT #24-03914
BUS OPERATOR TRAINING SIMULATOR**

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 Sim-Tech, a division of Excel Driver Services (the “Contractor”).

RECITALS

WHEREAS, on January 17, 2025, UTA received competitive proposals to provide BUS OPERATIONS TRAINING SIMULATOR 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 in 24-03914 (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 “Sim-Tech Utah Transit Authority - RFP 24-03911 - Technical 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 for purchases of Goods and Services (made via purchase order or other agreed order method) during a TWO (2) - year period expiring June 1, 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 Contractor 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). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. 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. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND 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 Contractor's 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 Indemnatee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

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

4. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, 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 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. 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. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.

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

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. 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.

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. 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.

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**

- 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.

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) 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:

1. The date, circumstances, and source of the change; and
2. 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 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 to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

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

mitigation of the breach for review and approval by UTA.

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

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

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 MICHAEL CUMRINE, 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) 2587-2243

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is RICK WILSON, 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) 287-3016

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:

<u>If to UTA:</u>	<u>If to Contractor:</u>
Utah Transit Authority	
ATTN: RICK WILSON	
669 West 200 South	
Salt Lake City, UT 84101	
rwilson@rideuta.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:

Level of Authority	Time Limit
---------------------------	-------------------

UTA's Project Manager: Michael Cumrine	Five calendar days
Contractor's Project Manager	
UTA's Second Level: Stacey Palacios	Five calendar days
Contractor's [SECOND LEVEL]	
UTA's Third Level: Ann Green-Barton	Five calendar days
Contractor's [THIRD LEVEL]	

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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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

Date

By _____

Ann Green-Barton

Chief People Officer

Date

By _____

Stacey Palacios

Director Workforce Tech Training Date

DocuSigned by:
By Mike Bell
70E33A415BA44F6...

Mike Bell

UTA Legal Counsel

Date 4/28/2025

SIM-TECH/EXCEL DRIVER SERVICES:

Signed by:
By Steve Waymel
7A7D0603D2B6425...

Steven R Waymel

President

Date 4/25/2025

By _____

Name

Title

Date

UTA Bus Simulator Scope of Work

Introduction

1.1 Purpose and Scope

This document outlines the functional and technical requirements and specifications for a Transit Bus Training System (the “Simulator System”) to be installed at the Transit Agency.

The Contractor shall be responsible for the manufacture, supply, delivery, installation, testing, commissioning, training, documentation, and warranty. The Contractor shall be responsible for delivering a complete and working system as per the Agency’s requirements.

The Simulator System will be installed at the Specific Address of the Transit Agency.

The Simulator System shall include the following features:

- 1.2 High-end Simulator System with customized driver cab replicating a driving compartment of a 2023 Gillig Transit Bus (VIN#15GGD2712P3199826), including genuine OEM console and dash components.
- 1.3 The Operator’s cab must be a full-size, enclosed transit bus operator’s cab, including the driver’s seat, steering wheel, mirrors, instrument panel, dash, and floor-mounted controls.
- 1.4 The Simulator System shall provide a simulated vehicle to drive that is the conventional 40-foot length and an articulated 60-foot length.
- 1.5 The Contractor shall provide an uninterruptable power source (UPS) with battery backup per Simulator System.
- 1.6 The Contractor shall outline any applicable electric bus training programs currently available for use on the Simulator System.
- 1.7 The Simulator System shall provide an intelligent and realistic simulation of road traffic, pedestrian traffic, passengers boarding, car traffic, other transit traffic, etc. with high degree of realization.
- 1.8 The Simulator System shall provide the ability to develop customized training scenarios and situations through a user-friendly editor.
- 1.9 The Simulator System shall provide a pre-loaded catalog of scenarios available at the Instructor Station.

UTA Bus Simulator Scope of Work

- 1.10 The Simulator System shall provide an Auxiliary Driving Station to allow manual interaction by the instructor into the virtual environment using an included wheel and joystick and pedal set located at the Instructor Station. Instructor shall be able to control vehicle and pedestrian traffic.
- 1.11 The Instructor Station shall integrate all features and functionalities to manage and facilitate training to drivers, including reporting and scenario editors.
- 1.12 A stand-alone Viewing Monitor to provide additional trainees in the class a view of the scenario being driven in real-time.
- 1.13 All hardware, software, network, and office furniture.
- 1.14 Two yr. standard warranty and support, with options for up to 10 years extended warranty.
- 1.15 Warranty coverage should include preventative maintenance on an ongoing basis for the entire duration of the selected warranty period, with a local contractor presence.
- 1.16 Include Pneumatic Air System package, to ascertain knowledge of proper air brake tests and training, realistic feel of brakes, and for real air seat adjustment.

2 Project Arrangement

The project will be composed of two phases:

- 2.1 Phase 1 will include the manufacture, supply, delivery, installation, testing, commissioning, training, and documentation of the base Simulator System.
- 2.2 Phase 2 will focus on adding/enhancing customized features to the geo-specific virtual world and training environment.

All requirements stated in this document are part of Phase 1 unless otherwise explicitly noted as Phase 2. Final system acceptance at the end of Phase 1 will commence the Warranty and Support period.

3 Simulator System Components

General Room Arrangement:

- 3.1 The Simulator System shall be designed to efficiently fit the layout of the UTA Simulator Room (UTA shall provide the floor plan).
- 3.2 The Contractor shall provide a proposed layout drawing of the Simulator System within the room for approval prior to the manufacture of the Simulator System.

UTA Bus Simulator Scope of Work

- 3.3 The Simulator Room is climate controlled; The Simulator System components shall also have fans to maintain appropriate operating temperatures for the hardware.

4 Driver Cab

- 4.1 The Driver Cab shall be designed and constructed to replicate 2023 Gillig Transit Bus (VIN#15GGD2712P3199826), using high-quality materials. The Contractor shall be responsible for contacting and coordinating with the Gillig manufacturer to gather the proper information to reconstruct the full-size enclosed cab.
- 4.2 The Driver Cab shall be constructed with authentic materials and be of sturdy construction. The exterior of the Driver Cab enclosure shall be painted, or vinyl wrapped to match the UTA colors and design.
- 4.3 The entrance and exit of the Driver Cab shall be through the rear of the enclosure.
- 4.4 The Driver Cab shall include, at a minimum, a roof, flooring, enclosure openings, front passenger door, and windows.
- 4.5 The Driver Cab shall include 3 glass rear view mirrors – driver side, curb side, and interior center – of equal size, shape (flat glass) location, and control to that of the replicated 2023 Gillig Transit Bus (VIN#15GGD2712P3199826) bus model.
- 4.6 The Driver Cab glass mirrors shall provide accurate parallax and reflection of the Simulator System generated images, similar to that of an actual vehicle in operation at UTA. The driver side and curb side mirrors shall have a minimum dimension of 6” wide and 9” in height. Current fleet mirror configurations are as follows:
- -Driver-side: 8” wide x 15” tall
 - Curb-side: 9” wide x 13.5” tall
- 4.7 Convex mirrors (L/R) provide digital representations of the virtual training world a student would normally view.
- 4.8 The Driver Cab shall include a two-way radio for communicating with the Instructor Station.
- 4.9 The Driver Cab shall introduce physical obstructions as blind spots by the nature of its design to aid trainees in a real-world experience when operating the Simulator System.

UTA Bus Simulator Scope of Work

5 Driver Cab Enclosure

- 5.1 The Driver Cab Enclosure shall be designed to replicate the driver's compartment of the 2023 Gillig Transit Bus (VIN#15GGD2712P3199826) bus model.
- 5.2 The Driver Cab Enclosure will be realistically replicated to account for overall spatial layout of the cab, doors, windscreen, seat, steering wheel with horn, mirrors, dash, brake and accelerator pedals, parking brake, door interlock switch, indicators, and side console panel.
- 5.3 The Driver Cab Enclosure shall provide directional signal switches located on the floor and will function as in a typical bus. A headlight dimmer switch will be mounted on the floor of the Simulator Systems adjacent to the directional switches and will function as in a typical bus.
- 5.4 The Driver Cab Enclosure shall include genuine OEM products, and their placement shall be in the same locations as they exist in the actual vehicle.
- 5.5 The Driver Cab Enclosure shall be designed to comfortably accommodate persons with height ranging from 5'0" to 6'6" by being able to adjust the seat and steering wheel column accordingly.
- 5.6 The Driver Cab Enclosure shall include floor-mounted radio button that activates the Push-to-Talk feature to communicate with the Instructor Station.
- 5.7 The Driver Cab Enclosure shall be designed to include a space for the instructor to stand by the trainee (over the right shoulder) without obstructing any of the training environment screen views. This space shall allow for persons ranging from 5'0" to 6'6" in height to comfortably stand
- 5.8 The driver's seat shall be a genuine OEM seat found in 2023 Gillig Transit Bus (VIN#15GGD2712P3199826) Bus. The seat shall be fully operational, adjustable, and include a seatbelt.
- 5.9 The Driver Cab Enclosure shall have a full roof, physical A/B pillars offset from visual system to provide realistic operator training that requires movement in the seat to resolve viewing blockages caused by these physical structures.
- 5.10 The Driver Cab Enclosure shall be designed to include at least two fans for air circulation and cooling of the trainee.

6 Driver Cab Console

- 6.1 The Driver Cab dashboard and side console panel shall integrate genuine OEM products, replicating the desired UTA bus, 2023 Gillig Transit Bus (VIN#15GGD2712P3199826) Bus.

UTA Bus Simulator Scope of Work

- 6.2 All vehicle controls, indicators, and related components shall accurately replicate or simulate correct behavior dependent on the training exercise and driver interaction.
- 6.3 The following bus components shall be provided with integrated functions in the Simulator System:
- Full-size bus steering wheel with tilt, telescopic and horn functionality
 - Realistic horn sound logged in the reporting module and reproduced through the Simulator System audio system
 - Accelerator and brake pedals
 - Realistic tension and feedback based on the vehicle being driven
 - Adjustable driver's seat including seat belt and seat belt sensor
 - Comfortably accommodate persons from 5'0" to 6'6" in height
 - Seat belt sensor shall provide notifications to the Instructor Station if not being used during a training session by the trainee
 - Speedometer in miles per hour (MPH)
 - Door control
- 6.4 For operation with articulated and standard buses:
- Virtual front door shall open accordingly
 - All virtual doors opening shall be shown in the Simulator Software training environment
 - Door interlock system to prevent vehicle from moving when a door is open
 - Pressure, temperature, and status gauges
 - Parking brake
 - Washer and wiper control
- 6.5 Response shall be simulated in the Simulator Software training environment regardless of weather conditions:
- Lights
 - Simulator Software Environment shall illuminate based on the lighting function chosen
 - Turn signals
 - Transmission controls
 - Wheelchair ramp control
 - Kneeling control
 - Driver covert alarm
 - Telltale panel with indicator lights for all warnings and messages consistent with vehicle type

UTA Bus Simulator Scope of Work

- Fire suppression system status panel
- Emergency alarm
- Mounted gooseneck driver microphone

7 Situational Response Library

- 7.1 The Simulator System shall include an integrated situational response library for use by trainees.
- 7.2 The Response Library shall provide a real-world training catalog of scenarios to load on the simulator.
- 7.3 The Response Library shall be configured for operation from the Instructor Station.
- 7.4 The Simulator System's "Response" driving scenarios shall be inter-connected with the Response Simulator to enable the driver to experience both Simulators during a specified training exercise.
- 7.5 The trainee shall experience the Response Library from the operator's seat of the Driver Cab.
- 7.6 The trainee shall be recorded using the in-cab cameras along with capturing the trainee's commands and verbal cues for playback.
- 7.7 Playback of the audio and visual recording shall be available for viewing at the Instructor Station, Standalone Viewing Station, or from a Screen Display System on the Simulator System.

8 Motion System & Steering

- 8.1 The Driver Cab shall be equipped with a motion platform to provide realistic motion feedback through three degrees of freedom; pitch, roll, and heave.
- 8.2 The Simulator System shall provide real-time motion feedback based on the occurrences in the Simulator Software training environment.
 - 8.2.1 Motion feedback shall result from driving conditions such as hard braking, acceleration, contact with external objects, steering, wheel return and tire deflation.

UTA Bus Simulator Scope of Work

- 8.3 The motion platform shall provide three degrees of freedom only to the Driver Cab of the Simulator System. Motion shall not occur in the visual system to best replicate a realistic driving experience.
- 8.4 The steering column shall provide force feedback to simulate driving conditions; this may include contact with external objects, steering, wheel return, and tire deflation.

9 Audio and Screen Display System

- 9.1 The screen display system(s) shall be composed of multiple ultra-high-definition flat-panel monitors producing a continuous wraparound visual image of at least 300-degree horizontal field of view and at least 40-degree vertical field of view from the driver's viewpoint. The field of view shall be maintained in all adjustable positions of the driver's seat. There shall be three (3) rearview displays.
- 9.2 The screen display system(s) for the left-side view, middle-rear, and right-side view shall include three (3) ultra-high-definition flat panel monitors providing a minimum 40-degree horizontal field of view and a minimum of 30-degree vertical field of view through the mirrors from the driver's seat.
- 9.3 Each ultra-high-definition, flat-panel monitor's screen size shall be at least 60 inches diagonally.
- 9.4 The combined space and bezel between adjacent images on the monitors shall be less than one (1) centimeter.
- 9.5 The screen display system(s) shall provide a minimum 4K resolution with a minimum 60 Hz refresh rate.
- 9.6 Graphics shown on the screen display system(s) shall be rendered in 4K resolution on the screen display system(s).
- 9.7 The screen display system(s) shall be installed in such a way as to provide unobstructed entry and exit into the Driver Cab.

10 Audio System

- 10.1 The Driver Cab shall include an integrated surround sound Audio System composed of at least four (4) speakers located near the Driver Cab.

UTA Bus Simulator Scope of Work

- 10.2 Each speaker shall have at least five (5) Watts of power with associated amplifier to support the total system power output. The system as a whole, shall output at least 95 dB of sound.
- 10.3 The Audio System shall provide simulated sounds of the following:
- Engine, dependent on Revs Per Minute (RPM) if applicable
 - Rolling noise, dependent on roadway material
 - Pneumatic brake
 - Horn
 - Door operations
 - Turn signals
 - Alarms
 - Stop request
 - Collisions
 - Skidding, slipping
 - Weather conditions
 - Passengers speaking to each other on the vehicle
 - Passenger yelling/crying/screaming
 - Other traffic vehicles and pedestrians
- 10.4 The Audio System volume controls shall be accessible through the Instructor Station.
- 10.5 The Instructor Station shall also include a microphone allowing for two-way communication between the Instructor Station and the Driver Cab.
- 10.6 The Audio System shall record verbal exchanges as part of the audio/video playback of the reporting module.

UTA Bus Simulator Scope of Work

11 Camera System

- 11.1 The Driver Cab Enclosure shall include two (2) Closed Circuit Television (CCTV) cameras. Each camera shall be in a fixed position, full-color high-definition (minimum 1080p) network camera.
- 11.2 The cameras shall output the recorded feed to the Instructor Station and Stand-Alone Viewing Station.
- 11.3 The cameras shall also allow for recorded video and playback to be synced with the playback of the trainee's drive within the virtual environment.

12 Instructor Station

- 12.1 The Simulator System shall include an Instructor Station which will allow monitoring, control, and configuration of the Simulator Systems in real time, including training exercises, Auxiliary Driving Station, driving conditions, vehicle types, CCTV camera, reporting, database management, and user profiles.
- 12.2 The Instructor Station shall include but not be limited to the following components:
 - Wireless keyboard and mouse
 - Minimum two (2) 27-inch high-definition flat panel monitors
 - Computer programming unit (CPU) designed to exceed requirements of the Simulator System
 - Minimum 500 GB of free hard drive space after all software installation
 - One (1) office desk and one (1) chair to accommodate the Instructor Station and related peripherals
- 12.3 The Instructor Station shall allow for the following conditions to be changed dynamically in the standard virtual training world and geo-specific training environment to a random or configurable condition from the Instructor Station:
 - Time and weather conditions
 - Traffic conditions
 - Transit vehicle conditions

UTA Bus Simulator Scope of Work

- 12.4 All training environment conditions shall be configurable from the Wireless Instructor Tablet.
- 12.5 All computer-generated vehicles and pedestrians shall operate with a high degree of artificial intelligence, simulating real-world actions and reactions to all other static and dynamic elements in the simulation including the trainee simulation vehicle and Auxiliary Driving Station vehicle, or pedestrian.
- 12.6 The time in the training environment shall be configurable to include the following times of day:
- Daylight hours
 - Nighttime hours
 - Sunrise/sunset (sun in driver's sightline)
- 12.7 The weather in the training environment shall be configurable to include the following weather types in both daylight and nighttime lighting conditions:
- Sunny
 - Overcast
 - Rain – adjustable from light to heavy
 - Snow – adjustable from light to heavy and drifting with minimal visibility
 - Rain/Snow mix – adjustable from light to heavy
 - Fog – adjustable from light to heavy
 - Freezing rain – adjustable from light to heavy
 - Ice pellets – adjustable from light to heavy
- 12.8 The type and level of the weather shall affect driving conditions, road conditions, visibility, and windshield buildup (as with ice and snow) accordingly.
- 12.9 The Instructor Station shall provide a graphical user interface (GUI) which will include but not be limited to the following functionality:
- Load or Shutdown the Simulator System
 - Start, stop, pause, restart, and replay any position within a training exercise

UTA Bus Simulator Scope of Work

- Activate or deactivate any driving conditions
- Administrative and user management
- Generate performance reports based on the automated assessment from the Simulator System and manual input from the instructor
- Mark locations within a training exercise for follow up review
- Activate or configure the Auxiliary Driving Station
- Record and playback training exercises
- Access the CCTV camera for live viewing or recall recorded video

12.10 The Instructor Station shall be equipped with a portable wireless Instructor tablet (minimum 8” screen size) and associated software and charging cables to allow for mobile operation and oversight during training sessions.

12.11 The wireless tablet shall be able to perform at a minimum, the following capabilities:

- Adjust time of day (daytime and dark/nighttime driving)
- Weather effects (sunshine, cloudy, light, and heavy rain, light and heavy snow, fog dust)
- Traffic (aggressiveness, density)
- Wind (direction, magnitude)
- Road traction (traction coefficient slider)
- Start and shutdown the Simulators
- Start, stop, and pause training exercises
- Activate and stop recording of the driver’s cab
- Prompt review video of the ongoing or most recent training sessions
- View activities in one, two, three, or all four drivers cabs that are in use at any given time
- Sun glare should be automatically adjusted based on the time of day

UTA Bus Simulator Scope of Work

12.12 The Instructor Station shall provide the ability to record, store, and report various parameters within training exercises. These parameters shall include but not be limited to the following:

- Trainee name
- Trainee user ID
- Instructor name
- Time and date
- Start and stop time of exercise
- Trainee performance (objects hit, bus stop markers missed, etc.)
- Average speed and speed limit adherence
- Fuel consumption (simulated)
- Battery depletion and energy used
- Average following distance
- Braking performance
- Lane positioning
- Instructor comments
- Hard braking occurrences
- Hard acceleration occurrences

12.13 The reporting tool shall be configured to output the above-mentioned parameters in a report format customized to UTA's needs.

12.14 The Simulator System shall provide for an unlimited number of customized training exercises to be configured and saved in the system.

12.15 The Simulator System shall provide a database capable of storing a minimum of 1,000 individual trainee records.

13 Operator Assessment Tools

13.1 The Simulator System shall provide a tool for assessment of a trainee's performance following a driving scenario in the Simulator System.

UTA Bus Simulator Scope of Work

- 13.2 The Assessment Tool shall include a pre-loaded scenario package.
- 13.3 The Assessment Tool provide a dashboard that monitors different features unique to an electric bus for review with the trainee following a drive.
 - 13.3.1 The Assessment Tool shall monitor speed, acceleration, braking, vehicle lane position and turn signal use.
- 13.4 The Assessment Tool shall provide zones that categorically provide a negative, positive, needs improvement assessment of the conformance to UTA policies.

14 Auxiliary Driving Simulator Station

- 14.1 The Auxiliary Driving Simulator Station shall provide the ability to control a simulated vehicle or pedestrian in the virtual training environment which will be used to interact with the trainee.
- 14.2 The simulated vehicle or pedestrian shall have the ability to be placed anywhere in the virtual training environment or by selecting an existing vehicle or pedestrian in the environment.
- 14.3 The Auxiliary Driving Simulator Station shall be activated or deactivated by the Instructor Station.
- 14.4 The Auxiliary Driving Simulator Station shall include but not be limited to:
 - Minimum of one (1) 27-inch high-definition flat panel monitor
 - Desktop-based steering wheel, turn signals, and automatic transmission control
 - Brake and accelerator pedals
 - Joystick for pedestrian movement
- 14.5 The Auxiliary Driving Simulator Station shall be configured to include and resemble the following vehicles:
 - Standard Bus
 - Articulated Bus
 - Ambulance
 - SUV type vehicle

UTA Bus Simulator Scope of Work

- Taxicab
- Unmarked sedan
- Tractor trailer
- Motorcycle
- Bicycle

14.6 The Auxiliary Driving Simulator Station shall be configured to include and resemble the following pedestrians:

- Adult man
- Adult woman
- Child
- Construction worker
- Crowd of college students (minimum 20 students)
- Fire Fighter
- Paramedic
- Person walking a pet
- Person walking with stroller
- Police Officer
- Person using wheelchair/scooter

15 Stand-Alone Viewing Station

- 15.1 The Simulator System shall include a Stand-Alone Viewing Station to allow observers to follow the actions of the trainee while using the Simulator System.
- 15.2 The Viewing Station shall consist of one (1) 70-inch ultra-high-definition flat panel monitor. The Contractor shall propose a mounting location within the Training Room or a rolling monitor stand.
- 15.3 The Viewing Station shall allow any of the following views of real time or recorded training exercises, configurable by the Instructor Station:

UTA Bus Simulator Scope of Work

- Fixed overhead view
- Driver forwards field of view
- CCTV camera view
- Custom view (changeable side or overhead vantage point)
- Response Simulator playback

16 Simulated Vehicle Types

16.1 The Simulator System shall accurately replicate the following vehicle types and provide realistic interaction with the simulated training environment:

- Standard Bus types

16.2 The interiors of the selected vehicle types shall be replicated on any screen display system showing the interior.

16.3 The simulated vehicle types shall respond to user inputs through the system and provide an accurate representation of all vehicle sub systems and components, including:

- Steering
- Engine performance, acceleration and deceleration based on diesel propulsion
- Suspension
- Turning radius
- Vehicle weight
- Braking performance
- Tire adhesion
- Transmission performance and control
- Aerodynamic properties
- Electrical systems including lights and turn signals
- Diesel exhaust fluid system lockout/warning

UTA Bus Simulator Scope of Work

- Bicycle racks

17 Customized Region of UTA Training Environment

- 17.1 The Contractor shall develop a geo-specific virtual training environment that consists of areas and features that are similar to those found in the Salt Lake area. The Contractor shall visit all areas that are identified to assist in developing the environment.
- 17.1.1 The Contractor shall provide fifty (40) custom scenarios for use within the geo-specific virtual training environment. These shall be created in concert with the UTA training staff. The scope of services shall be discussed with the vendor in detail after award of the contract.
- 17.2 The Contractor shall include all virtual content in one loadable training environment map.

18 Training Environments (Standard Pre-Developed Scenarios)

- 18.1 The four (4) training environments shall be:
- Downtown/urban areas
 - Suburban/rural areas
 - Safety/practice areas
 - Maintenance facility area
- 18.2 The downtown/urban training environment shall provide an accurate representation of driving conditions in a built-up urban area. The urban training environment shall include the following simulated components and characteristics:
- Heavy vehicle and pedestrian traffic conditions
 - Frequent controlled intersections
 - Frequent bus stops
 - High concentration of buildings
 - Construction zones with lane reductions

UTA Bus Simulator Scope of Work

- Cyclists
- Multi-lane roads with side curbs and center medians
- Parked cars on both sides
- Intersections including 3-way and 4-way, various lane configurations
- Expressway overpass style on/off ramps and bridges
- Rail level crossings

18.3 The suburban/rural training environment shall provide an accurate representation of driving conditions in a suburban area:

- Medium to heavy vehicle traffic conditions
- Light to medium pedestrian traffic conditions
- Wider intersection spacing
- Less frequent bus stops
- Lower density buildings
- Industrial parks
- School zones
- Parks
- Residential neighborhoods
- Shopping malls
- Controlled and uncontrolled intersections
- Construction zones with lane reductions
- Cyclists
- Multi-lane highways with light to heavy traffic conditions and entrance and exit ramps
- Varying speed limits on highways
- Multi-lane roads with side curbs and center medians
- Parked cars on both sides

UTA Bus Simulator Scope of Work

- Intersections including 3-way and 4-way, various lane configurations
- Expressway overpass style on/off ramps and bridges
- Rail level crossings
- Winding roads
- Two-lane roads with side ditches
- Rural obstacles such as guideposts, mailboxes
- Gravel road shoulders
- Traffic round-a-bouts

18.4 The safety/practice training environment shall be composed of, at a minimum, an open-paved area allowing for a configurable pylon, cones, and poles layout to practice vehicle maneuverability skills, this includes:

- Left turns
- Right turns
- Serpentine formation
- Offset
- Diminishing clearance

18.5 The Maintenance Facility training environment should be composed of an enclosed, paved garage with four (4) automatic doors with three (3) unmarked one-way travel lanes per door, allowing for configurable parked buses, pallets of equipment, and other industrial obstacles commonly found in vehicle storage facilities. Other characteristics to include:

- One-way drive-thru wash bay
- Maintenance bay with lifts

19 Traffic Conditions

19.1 The Simulator System training environment shall allow the ability to dynamically adjust traffic conditions using the Instructor Station.

UTA Bus Simulator Scope of Work

- 19.2 The Simulator System training environment shall allow the ability to dynamically adjust traffic behavior from “normal” to “aggressive” and vice versa. This should affect how vehicles and pedestrians obey traffic signals, pedestrian signals, speed limits, acceleration/deceleration, jaywalking tendencies, and lane changes accordingly.
- 19.3 Pedestrians shall behave in an autonomous fashion and react to the trainee and/or instructor vehicles in a realistic manner which includes:
- Walking along sidewalks and crossing streets
 - Populate transit stops
 - Flag transit vehicles to stop from inside the vehicle and outside the vehicle
 - Boarding and alighting vehicles
 - Run to catch a bus
- 19.4 The Instructor Station shall have the ability to trigger a passenger request to board the vehicle.
- 19.5 Non-transit vehicles shall not be able to drive on any dedicated bus laneways except for user- controlled Auxiliary vehicles.
- 19.6 The Simulator System shall provide the ability to control the movements of a single Auxiliary vehicle or pedestrian within the training environment.

20 Transit Vehicle Conditions

- 20.1 The Simulator System shall provide the ability to dynamically initiate vehicle malfunctions and react accordingly. Malfunctions shall include but not be limited to the following:
- Tire Failure
 - Tire Blowout
 - Brake Failure
 - Engine Overheat
 - Oil Pressure Drop

UTA Bus Simulator Scope of Work

- Check Engine Light
- Fuel Leak
- Fires
- Loose Lug Nuts
- Loss of Engine Power
- Emergency Interlock
- Coolant Leak
- Low Alternator
- Hot Transmission
- Engine Stall
- Traffic Events (Lane Cross, Stale Green, AV Stop)
- Clear Vehicle Damage
- Passenger Stop Request

20.2 All malfunctions shall be displayed correspondingly in the Simulator System Driver Cab console and screens, as applicable.

20.3 The Simulator System shall provide the ability to place trainee vehicles “in-service” or “out-of- service,” which will require trainees to pick up and drop off passengers accordingly at bus stops and terminals.

20.4 All malfunctions listed shall be available for use from the Wireless Instructor Tablet.

21 Training Exercises and Scenarios

21.1 The base Simulator System shall include a minimum of 70 pre-loaded training scenarios. Training scenarios shall be configured with appropriate constraints, objectives, and limits to allow for proper analysis and results.

21.1.1 In addition to the at least fifty (70) pre-loaded scenarios, the Contractor shall provide forty (40) custom scenarios for use within the virtual training environment. These shall be created in concert with the UTA training staff. The scope of services shall include the development of the following scenarios:

UTA Bus Simulator Scope of Work

- Up to ten (10) scenarios for various merging/turning/reversing scenarios
- Up to three (3) scenarios which focus on utilizing the side-view mirrors
- Up to five (5) scenarios for various bus stop pick-ups
- Up to seven (7) scenarios for defensive driving tactics
- Up to ten (10) scenarios for corrective action
- Up to two (2) scenarios for transit bicycle racks
- Up to three (3) timed road courses which shall utilize a combination of at least five (5) scenarios

21.2 Training exercises shall include the option of inserting the following objects into the environment and scripting their behavior based on triggers such as trainee vehicle location or speed.

- Pedestrians
- Cyclists
- Cars
- Animals (deer, dogs, cats)

21.3 Emergency vehicles During a training exercise, the Simulator System shall allow the instructor to start, pause, reset, or move the vehicle to a specified location on the route.

21.4 During a training exercise, the Simulator System shall provide the option to allow the instructor to ignore any driver faults.

21.5 The Instructor shall have the ability to override any actions to prematurely end, restart or continue a training exercise.

21.6 The Instructor shall have the ability to reset a training exercise to an intermediate point in the exercise.

21.7 During a training exercise, the Simulator System shall allow the instructor to start, pause, reset, or move the vehicle to a specified location on the route.

21.8 During a training exercise, the Simulator System shall provide the option to allow the instructor to ignore any driver faults.

UTA Bus Simulator Scope of Work

- 21.9 The Instructor shall have the ability to override any actions to prematurely end, restart or continue a training exercise.
- 21.10 The Instructor shall have the ability to reset a training exercise to an intermediate point in the exercise.

22 Scenario Building Training Tool

- 22.1 The Simulator System shall include a user-friendly software program to allow the instructor to develop customized training exercises or modifying existing. This tool shall include, but not limited to, the ability to add obstacles, follow a defined route, and set constraints.
- 22.2 The Simulator System shall allow for an unlimited number of training exercises to be developed and saved.

23 Training

- 23.1 The Contractor shall be responsible to train UTA designated personnel according to the requirements specified herein. Operations and Maintenance Training shall be for the UTA lead instructors and not to exceed 15 personnel.
 - 23.1.1 The Contractor shall provide scenario editing training to UTA lead instructors and not to exceed five (5) personnel.
- 23.2 Training shall take place at UTA designated facilities.
- 23.3 Instruction shall cover equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for performing their respective duties.
- 23.4 The Contractor shall provide experienced and qualified instructors to conduct all training sessions. The Contractor is responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals, and other materials to provide for effective training.
- 23.5 The Contractor shall provide Instructional materials consisting of applicable equipment operation and maintenance manuals.

UTA Bus Simulator Scope of Work

- 23.5.1 All training materials are to become the property of UTA at the conclusion of training.
- 23.6 The Contractor shall provide additional training sessions at the contract price per session.
- 23.7 The following summarizes the minimum training that shall be provided. The contractor shall propose a training program that outlines the topics covered for each item listed below. Training for both items can take place consecutively.
- Operation and Maintenance Training
 - Scenario Building/Editing Training

24 Final System Acceptance

- 24.1 After installation, the Contractor shall perform a final system acceptance test with the UTA.

25 Training Manuals

- 25.1 Training manuals shall be provided for each training participant.

The manuals shall provide information on all the topics covered during each of the training sessions and include exercises and screen captures.

26 Warranty and Support

- 26.1 The Contractor shall be the warrantor of all system components, notwithstanding any manufacturer's warranties whether written or implied.
- 26.2 All installed equipment shall have the basic manufacturer's warranty extended to cover a period of Two (2) years from the date of Final System Acceptance. The warranty shall cover any defects, failures, or malfunctions in materials and workmanship for all system components.
- 26.3 The Contractor shall provide all labor, parts, transportation, expenses, testing equipment, software, and incidentals necessary to provide warranty and support for all elements of the system, including a physical presence in the greater Salt Lake Metro area.

UTA Bus Simulator Scope of Work

26.4 The warranty shall include the following support services, to be provided by the Contractor:

- 8:00 A.M. to 5:00 P.M. (CST), Monday through Friday telephone technical support line
- Maximum of three (3) business day on-site response time for issues that can't be resolved or repaired over the phone
- On-site troubleshooting, removal, replacement, repair, re-configuration and testing as required to maintain the system in good operating condition

26.5 The vendor will provide quarterly preventive maintenance visits on an ongoing basis for the entire duration of warranty and service agreements as required to maintain the system in good operating condition.

26.6 There shall be no repair cost applied to UTA for warranted equipment, over the warranty period, unless there is reasonable evidence of damage due to misuse, negligence, improper operation or handling, or willful attack. This shall include all equipment, software, and services performed by the Contractor or any of their sub-contractors.

26.7 The Contractor shall provide a per year rate for providing warranty and support services after the initial warranty period has expired for an additional three plus years, up to and including ten years 3-10) years.

27 Past Performance & Qualifications

27.1 “The Proposer to provide the required product or service by demonstrating competence in the performance of services to be provided. Proposers should identify or provide any record(s) of satisfactory performance on similar contracts and supportive client references. Provide examples of similar contracts that the Proposer has undertaken (indicating status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser’s organization who is the most knowledgeable about the work performed.

27.2 Please identify what you believe are the primary characteristics that differentiate your firm from others in the market and explain why your company is uniquely positioned to work successfully with the UTA.



Sim-Tech
SIMULATION TECHNOLOGY



***Designed Exclusively
For
Utah Transit Authority
Price Proposal
RFP#24-03911***



A DIVISION OF
EXCEL
DRIVER SERVICES

Mr. Rick Wilson | Contract Administrator
Utah Transit Authority
Attn: rwilson@rideuta.com
O: 801-287-3016

08 May 2025

RE: Simulator Pricing Outline and Specifications

Sim-Tech is excited to work closely with the Utah Transit Authority regarding our "smart" Omega-Series bus simulation and training tools. Sim-Tech provides the "best" overall "smart" integrated simulation training solution and we would be very grateful and humbled to work with your team.

Please note: We offer at no additional cost a two-year full warranty that includes quarterly preventive maintenance visits on-site, per year. The Omega closed cab bus simulator includes a true OEM dash, seat, two cockpit fans, and radio system, with an OEM steering wheel with hard-stop capability. We also include the pneumatic air system for a true air-brake feel. Our system includes an Omega-designed 3-DOF motion platform tuned for transit bus training, as well as a 70" classroom LED panel, After Action Review (AAR) camera system that enables you to review each driver's performance. This project also includes a Utah geo-specific driving world with 40 custom-built training scenarios that will be very realistic and compelling for the student and greatly increase the training value. Also included standard is our 100+ mile radius geo-typical N. American driving database with 70+ pre-developed transit bus scenarios, Meta VR headset driver training, and bus policy and procedures training system, the VR headset can also be used for switching between large LED screen mode to VR viewing mode as desired.

Please contact me directly at 801-654-4095 (cell), or by email at cwoodbury@sim-tech.us with any questions. On behalf of Sim-Tech, we look forward to working with you and getting the most out of using a "smart" Sim-Tech simulator for your long-term driver training at the UTA.

Respectfully,

Clayne A. Woodbury
801-654-4095
Sim-Tech Simulation Division
VP of Sales
cwoodbury@sim-tech.us



Omega UTA Transit Bus Price Schedule Sheet

Description	Price	Qty	Subtotal
☒ ST - Omega Series™ Transit Bus Driving Simulator Omega Full-Sized, Closed Cab Series™ Transit Bus Driving Simulator Featuring Real OEM Components, sound, and horn delivered and installed - VIN# Specific OEM Dash Panels Closed Chassis -Equipped with diesel, alternative fuel, Battery Bus Vehicle Dynamics - Forward OEM Specified & Left side switch console - OEM Steering Wheel / Pedal Set - 2-Year Warranty Included in the purchase	\$275,000	1	\$275,000
☒ ST - Pneumatic Air System Package Model# DL-AIRSYS-V1 Air Compressor and dual air tanks - Air-ride seat - Pneumatic park brake - Pneumatic trailer brake - Pneumatic service brake air release	\$3,000	1	\$3,000
☒ ST - Omega Series™ Driving Simulator 2nd Year Extended Warranty 2nd year extended warranty for the Omega Simulator - Includes 1 annual preventive maintenance visit each year.	\$10,000	1	\$10,000 \$0 Discount -100%

* Prices do not include Federal, State, Local or Use taxes, VAT or foreign duties, if any, which are the responsibility of the purchaser.

Description	Price	Qty	Subtotal
☒ ST - Omega Series™ Driving Simulator Motion Package Omega Series™ Driving Simulator Motion Package 3 Degree of Freedom (3DOF) Quad Electronic Screw Actuators 1.5" Total Travel	\$20,000	1	\$20,000
☒ Custom UTA Road Database As Specified By Sim-Tech & UTA Working Together	\$180,000	1	\$180,000
☒ 40 Custom-Built UTA Transit Scenarios Within The Custom UTA Database	\$2,000	40	\$80,000
☒ ST - 2-Way Radio Communication Wired communication allows the instructor to communicate with operators from the instructor's station	\$4,000	1	\$4,000
☒ ST - Portable Microsoft Surface Pro or equivalent (computer-based tablet for Microsoft technology)	\$2,000	1	\$2,000
☒ ST - Custom Vinyl Wrap UTA Logo Colors	\$10,000	1	\$10,000
☒ ST - Raptor Series™ Desktop Driving Simulator Raptor Series™ Desktop Driving Simulator Single Monitor	\$12,500	1	\$12,500

* Prices do not include Federal, State, Local or Use taxes, VAT or foreign duties, if any, which are the responsibility of the purchaser.

Description	Price	Qty	Subtotal
☒ ST - Scenario Creation & Editing Tool (Sim-Master) Fully create new or modify existing scenarios	\$5,000	1	\$5,000
☒ ST - UPS Power Surge Protection Model# OMEGA-SP	\$875	1	\$875 \$787.50 Discount -10%
☒ ST - Classroom 70" LCD Panel Model #Secondary Screen Classroom - Wall Mountable or Available on Roller Wheels	\$1,850	1	\$1,850
☒ ST - Meta 3 VR Goggle Kit Student Incident Instruction Curriculum System Model# Sim-Tech VR System (Incident Instruction Transit) - Includes in-cab touchscreen for students to interact with programmed Avatars in learning UTA policies and procedures training in accident response, on-board incidents, etc. - Includes EV bus training feedback on the in-cab touchscreen to monitor student performance.	\$15,000	1	\$15,000
Total			\$609,137.50
Total Savings			\$10,087.50

*** Prices do not include Federal, State, Local or Use taxes, VAT or foreign duties, if any, which are the responsibility of the purchaser.**

Simulator Extended Warranty Package Pricing (Optional)

Description	Price	Qty	Subtotal
☒ ST - Omega Series™ Transit Bus Driving Simulator Warranty Extension 3-Year Additional Extended Warranty **Can Add Additional Years To The Warranty Coverage As Desired.	\$10,000	3	\$30,000
Total			\$30,000

Meta 3 AUGMENTED REALITY HEADSET PACKAGE VR KIT

Model # GSVRV1

1. High-resolution, rugged, and ergonomic VR Headset
2. 200° Diagonal Field of View (FOV) is almost twice as wide as typical VR systems, to realistically render side roads and surrounding vehicles in the student's peripheral vision
3. Additional stereoscopic headset-mounted camera unit captures the "See-Thru" image
4. Real-time automatic depth-sensing (no green screen required)
5. Integrated audio headgear
6. Two infrared base stations for precise tracking of head position and rotation
7. Replaceable comfort face pad

Going well beyond conventional Virtual Reality (VR), our Augmented Reality (AR) technology adds a stereoscopic camera system with lenses aligned with the student's own eyes. The camera system captures images of the student's own body sitting in the physical simulator cab.

Our unique UniTrainer™ software then blends real-life camera images with photorealistic 3D graphics of the virtual world and vehicles to create a seamless training environment.

The primary benefit of this system is that the student can see their own hands and legs in relation to the physical cab's driving controls, including the steering wheel, shifter, and pedals, which results in full control of "tactile" functionality. Seeing yourself superimposed into the virtual world also greatly enhances the general sense of immersion.



The Augmented reality Meta 3 VR headset can be used as a secondary immersive driving viewing system versus the large LED screens if desired to teach advanced spatial awareness. The VR kit's primary role will be to teach UTA policies and procedures with specified designed scenarios that are portrayed on the VR headset and the student responds to questions via the in-cab touchscreen. The touchscreen also will be utilized to track and show electric bus driver performance metrics.

Genesis Series 3-DOF Motion Package

Model # 4A-3DOF

Enhance your students driving experience with a full-motion cab. Sim-Tech incorporates D-Box 3 Degrees of Freedom (3-DOF) motion systems as an additional option to our simulators. According to customer feedback, this is the preferred (recommended) addition to any of our full-size simulators. This system will replace the standard seat “shaker” or motion seat. With the motion on the cab frame, we can give the driver better environment cues, like curb strikes, changes in terrain, the severity of accidents, and changes in road friction. It will also give you a better feel of braking, throttle, and cornering. You will feel the actual cab tilt when turning tight corners. Instead of just a seat moving, unlike the real world, the entire cab including dash assembly with the move. This way all the driver controls move with you like it would in the actual vehicle.

This system adapts to all our full-size simulators and can be put in a trailer or classroom environment. This is a 4-actuator system and will give the apparatus cab up to 3 degrees of freedom.

Specifications

- 4 Electric Screw Actuators
- Captive or Non-Captive Actuator Endings
- 3 Degree of Freedom Travel
- 1.5" total travel
 - 3/4" up & 3/4" down from centered position
- Simulates curb strikes, engine vibration, major and minor accidents, liquid movement, terrain feel.

D-BOX
Motion Architects™



D-BOX BENEFITS FOR VR EXPERIENCES

Studies conducted by independent university research labs concluded that:

- D-BOX significantly reduces cyber-sickness for virtual reality users
- D-BOX enhances memory, leading to better recall
- D-BOX users are more at ease when experiencing VR

Through high-fidelity motion technology, D-BOX can replicate reality and offer optimal training conditions by creating movements, vibrations and textures that are perfectly synchronized with on-screen visuals.

Positive impact on motion sickness¹

1. Motion sickness affects up to 18,6% of users when using static VR; **D-BOX drops this to 3,8%**
2. Immersing the body through vibro-kinetic experience stimulate the sense of touch which augments user's preference towards the experience
3. The activation of additional senses, which augment the perception of quality, pertinence and realism of a multimedia experience



Positive impact on memory capacities²

1. Users experience more positive emotions, greater arousal and more cognitive immersion, producing an **enhanced experience**
2. D-BOX usage mobilizes more areas of the brain (i.e. Frontal Cortex) which better anchors memories by tying current stimuli to passed experiences
3. Augmenting the emotional participation of the participant with a multiplier effect on emotions perceived
4. Coordination of senses creates better coherence in messages and movement
5. Memories are anchored in physical stimuli, leading to **reduced haptic dissonance** and more complete memories
6. Memories created with an associative network are encoded for long-term use, as this type of storage is dependant of the creation of a distributed cortical network



Positive impact on engagement³

1. D-BOX users are **44.7% more calm** when experiencing VR as opposed to static users
2. Usage of D-BOX combined with VR **show 59,95% more signs of comfort** than static users as shown by lower heart frequency



¹Gardé, A., Léger, P. M., Sénécal, S., Fredette, M., Labonté-Lemoyne, E., Courtemanche, F., & Ménard, J. F. (2018, April). The Effects of a Vibro-Kinetic Multi-Sensory Experience in Passive Seated Vehicular Movement in a Virtual Reality Context. In Extended Abstracts of the 2018 CHI Conference on Human Factors in Computing Systems (p. LBW091). ACM.

²Pauna, Horea, et al. "The effects of a high fidelity vibro-kinetic multisensory experience on implicit and explicit brand recognition." Journal of Neuroscience, Psychology, and Economics 12.1 (2019): 18.

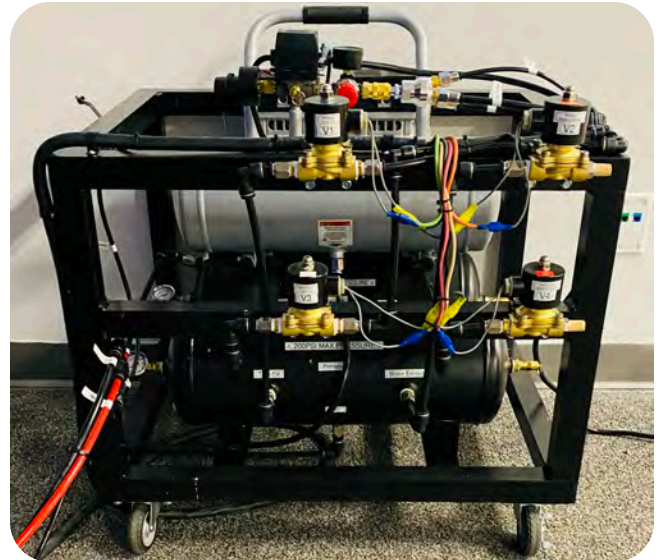
³Gardé, A., Léger, P. M., Sénécal, S., Fredette, M., Labonté-Lemoyne, E., Courtemanche, F., & Ménard, J. F. (2018, April). The Effects of a Vibro-Kinetic Multi-Sensory Experience in Passive Seated Vehicular Movement in a Virtual Reality Context. In Extended Abstracts of the 2018 CHI Conference on Human Factors in Computing Systems (p. LBW091). ACM.

Pneumatic Air System Package

Model# SL-AIRSYS-V1

The air system package includes:

- 125PSI Ultra quiet air compressor with incorporated air tank
- Air tank for primary air systems
- 12V Air solenoids for simulated air release when service brake is pressed
- 12V Air solenoids for filling tanks from the compressor
- Drain valves for draining moisture that builds up in the system
- Custom build aluminum frame with locking swivel casters to house all equipment
- Air-Ride seat
- Pneumatic Park protection valve with air release



Importance of Real Air

Sim-Tech incorporates as an option, real air systems for dynamic realism and effective training. Aside from the realistic feel of brakes, the system utilizes real air seat adjustment. Key items for discovery;

1. Air Brake valves that integrate as a real truck. Training for 3 point air brake loss enables brake check training per AAMVA and FMCSR guidelines to ascertain knowledge of proper air brake test and training.
2. Perform brake tests as in a real truck with real feel; test the ability and potential failure points of an air brake system in a realistic way through sounds, feel and gauge use.
3. Loss of air pressure can be as realistic as a truck in over-application of brakes causing brake failure The auditory sensation provides further acceptance to the trainee and reduces SAS.
4. Ability to cause audible brake loss enables trainees to identify and break down the cause of failure, to determine the possible cause of failures as associated with air systems.
5. Conduct a complete in-cab and engine start as outlined in the CDL Drivers manual all in our system.

TERMS AND CONDITIONS

1. A 2-year limited warranty covers all simulators.
 1. Extended warranties are available for up to a total warranty of 5+ years, including the 2-year standard warranty.
2. Prices do not include Federal, State, Local, or Use taxes, VAT, or foreign duties, if any, which are the purchaser's responsibility.
3. Proposal pricing is good for 90 days.
4. Delivery is FOB Destination.
5. Delivery within 180-220 days ARO, depending on options and quantity.
6. Payment Terms
 1. 50% Downpayment
 2. 50% Net 30 after delivery
7. All pricing is in US Dollars.
8. The product is fabricated and assembled in Sycamore, IL., USA.

Standard Omega Series™ Classroom / Facility Requirements

1. 3 - 20A 120V Quad Receptacle Outlet (Simulator & Computer) within 15ft of the simulator.
2. 1 - 15A 120V Quad Receptacle Outlet (Instructor Station) within 15ft of the instructor desk.
3. 10' x 12' clear footprint
 1. The actual simulator footprint is 94"W x 76"D. Additional air space around the simulator is needed for service and cooling.
4. The instructor's desk is large enough for all OPCON monitors and keyboard/mouse.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Kyle Brimley, IT Director

TITLE:

Contract: Mobile Radio Development and Hardware (AdvanceTec Industries)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute contract 25-03959 and associated disbursements with AdvanceTec Industries in the not-to-exceed amount of \$2,625,000 for communications hardware and supporting software development.

BACKGROUND:

UTA is upgrading its radio system and has selected AdvanceTec Industries as the most cost-effective and efficient solution for mobile radios. This upgrade will require minimal installation changes and offer seamless integration with existing systems. With a low risk of installation-related disruptions, AdvanceTec Industries stands out as the optimal choice for a smooth, reliable, and cost-efficient transition.

DISCUSSION:

The Radio Communications team will use AdvanceTec Industries' mobile units to upgrade the radios on UTA Bus, Paratransit, and Light and Heavy Rail fleet vehicles. The Radio Communications team will replace 1,500 individual radio receivers and upgrade in-vehicle antennas, retaining the use of other, existing, equipment, significantly reducing both installation costs and vehicle down time. AdvanceTec's features are designed to minimize or eliminate the need for extensive retraining, and AdvanceTec will update the software to work with UTA's selected communication provider, First Net.

CONTRACT SUMMARY:

Contractor Name:	AdvanceTec Industries
Contract Number:	25-03959
Base Contract Effective Dates:	Effective after final signature received - 7/31/2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$2,625,000
Procurement Method:	Sole Source
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

UTA's research shows that no other system currently on the market can meet its requirements for seamless integration, reduced installation costs, and vehicle installation time. Alternatives to AdvanceTec Industries would result in higher costs and significant integration challenges. These options often require full system replacements, extensive retraining, and prolonged installation downtimes. Additionally, they present compatibility issues that increase the risk of operational disruptions and delay overall project delivery.

FISCAL IMPACT:

The approved budget includes funding for this equipment, with costs allocated across 5-year Capital Plan.

The total not-to-exceed contract value is \$2,625,000 with expenditures planned for 2025 and 2026. The costs incurred will be reimbursed through the 2024 5307 formula grant.

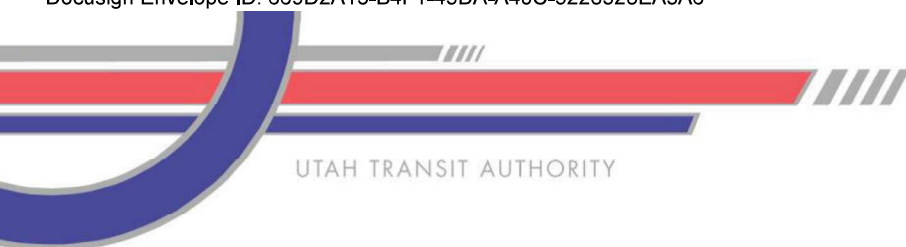
2025 not-to-exceed Contract Total: \$700,000

2026 not-to-exceed Contract Total: \$1,925,000

Total not-to-exceed Contract Total: \$2,625,000

ATTACHMENTS:

- Contract: Mobile Radio Development and Hardware (AdvanceTec Industries)



GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #25-03959 Mobile Radio Development and Hardware

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 AdvanceTec Industries (the "Contractor").

RECITALS

WHEREAS, on 3/27/2025, UTA received a Sole Source to provide Mobile Radio Development and Hardware 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 in 25-03959 (the "RFP"); and

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

WHEREAS, the Mobile Radio Development and Hardware 3/27/2025 proposal submitted by the Contractor in response to the Sole Source ("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 7/31/2026. 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. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges

vi. Total Dollar Amount Due

- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND 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 Contractor's 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 Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

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".

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

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

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

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

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

17. **CONTRACTOR SAFETY COMPLIANCE**

N/A

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. 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. **CYBER SECURITY**

The AdvanceTec Mobile Radios shall comply with the applicable National Institute of Standards and Technology (NIST) standards, as outlined in the "Process Document for the NIST List of Certified Devices" (Version 2.50, January 2024), and the FirstNet Trusted™ program requirements for Internet of Things (IoT) devices. This includes, but is not limited to, adherence to NIST cybersecurity frameworks, guidelines, and technical requirements specifically referenced or mandated by FirstNet for secure, interoperable, and trusted communications equipment operating on the FirstNet network. The Radios must be listed on the NIST List of Certified Devices, which is maintained by the NIST Public Safety Communications Research Division (PSCR) and overseen by the First Responder Network Authority (FirstNet).

20. **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.

21. **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.

22. **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.

23. **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:

1. The date, circumstances, and source of the change; and
2. 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 20 of this Contract.

24. 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.

25. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

26. 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.

27. PROJECT MANAGER

UTA's Project Manager for the Contract is Brock Spencer, 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 (385) 419-7945

28. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jenny Dang, 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)287-3399.

29. 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.

30. 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: Jenny Dang

If to Contractor:

AdvanceTec Industries Inc
ATTN: Gil Ron

669 West 200 South
Salt Lake City, UT 84101
jdang@rideuta.com

1150 NW 163rd Drive
Miami, FL 33169
gron@advancetec.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.

31. **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:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Contract Buyer/Contractor’s [SECOND LEVEL]	Five calendar days
UTA’s Procurement Manager/Contractor’s [THIRD LEVEL]	Five calendar days

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

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

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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

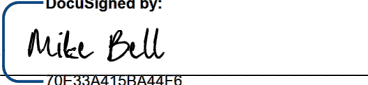
UTAH TRANSIT AUTHORITY:

By _____

Jay Fox
Executive Director

By _____

Alisha Garrett
Chief Enterprise Strategy Officer

By  6/11/2025
70E33A415BA44F6...
UTA Legal Counsel

ADVANCETEC INDUSTRIES, INC:

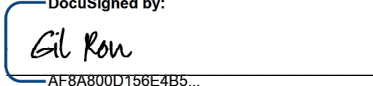
By  6/11/2025
AF8A800D156E4B5...
Name Gil Ron
Title President

Exhibit A

Contractor shall provide communication integration services for UTA, including the deployment of a Push to Talk (PTT) application and an off-air radio recording system. These solutions will be specifically developed to align with UTA's operational requirements and will be fully integrated with UTA's existing Bus, Rail and White fleet systems. Contractor shall also ensure all systems are compatible and functional and will provide ongoing technical support as required.

Project Milestones

1. PTCRB Certification (90 Days from Notice to Proceed)
 - Obtain PTCRB certification, which is a prerequisite for AT&T Device Certification.
 - Reference: [Certification Program | PTCRB \[ptcrb.com\]](#)
 - End of Sept 2025
2. AT&T Device Certification
 - Obtain AT&T Device Certification.
 - Reference: [get-certified - AT&T IoT Devices \[iotdevices.att.com\]](#)
 - Note: PTCRB certification required prior to submission
 - AT&T product team has already submitted the internal business sponsorship
 - AdvanceTec will need to submit via the AT&T Project One process.
 - AT&T delivered the requirements to AdvanceTec in January 2025.
3. FirstNet Device Certification
 - Obtain FirstNet Device Certification.
 - Reference: [FirstNet Trusted™ Program for IoT Devices \[firstnet.com\]](#)
 - Reference: [Process Document for the NIST List of Certified Devices | NIST \[nist.gov\]](#)
 - Note: This certification is part of the A&T Device Certification process.
4. PTT Client Development
 - AdvanceTec has the option to use Softil or create their own utilizing the Streamwide APIs/SDKs
 - AT&T's understanding that AdvanceTec plans to develop their own client based

on the unique hardware configuration and desire to support only a subset of the PTT features/functions

- StreamWide documentation delivered to AdvanceTec in February.
- AT&T and AdvancTec will need to define the application onboarding mechanism since the device doesn't have a screen.
- Note: Previous milestones need to be met before this can be reviewed/implemented.

Estimated Timeline

Milestone 1 (AdvancTec), (90 Days from (NTP) Notice to Proceed)

- AdvanceTec Device Certification
 - PTCRB Certification process is estimated at 90 Days.
 - 3rd Party Drive testing
 - **Start: End of September 2025 (est)**

Milestone 2 (ATT) (4-15 weeks from PTCRB certification and drive tests)

- ATT Device Certification
 - **Start: October 2025 (est)**
 - **Completed: January 2026 (est)**

Milestone 3 (ATT) (6-7 weeks from ATT certification)

- FirstNet Device Certification
 - **Start: February 2026 (est)**
 - **Completed: March 2026**

Milestone 4 (AdvancTec) (StreamWide).

- PTT Client Development
 - AdvanceTec should be able to start client development/testing after completion of device certification

- **Start: October 2025 (est)**
- **Completed: March 2026**

Milestone 5 (AdvancTec and ATT)

- Application onboarding mechanism
 - Process is estimated at (5) Days
 - **Estimated in April 2026**

Milestone 6 (AdvancTec)

- Hardware/PTT Testing in UTA environment
 - **Estimated in June 2026**

Milestone 7 (AdvancTec)

- Hardware Shipped and Received **Delivered by 6/31/2026**

Milestone 8 (UTA)

- UTA Production Launch of PTT services on AdvanceTec and StreamWide platform

Exhibit B

Pricing

This contract is not to exceed \$2,625,000 for all goods and services as described in the Contract above with detailed pricing below. Contingency funds may be expended only with the concurrence of the UTA program manager. Any contingency funds not expended during the period of performance will be retained by UTA.

Description	Qty	Unit Price	Total Price
UTA LTE PTT Development			\$400,000.00
PTT over LTE System System Includes: 1. ATXXXX (Radio) 2. AT8351A (Display) 3. AT8266A (Audio Switch), BRD Daughter Junction Box 4. 099-1750A (Power Patch cable) 5. 099-1750B (Main Power cable) 6. 099-1700B (Audio cable to radio) 7. 099-1500B (Audio cable to RCB) 8. 099-1501B (Audio cable to speaker) 9. AT7107A (handset with cradle) 10. AT8233A (speaker) 11. 099-1751 EMR wire to EMR switch	1,500	\$1,250.00	\$1,875,000.00
Contingency (Local Funds) \$100,000 – Downpayment for Certifications \$50,000 - Shipping & Insurance			\$350,000.00

Exhibit C

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements.These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all **113**

applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and **115**

Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; **118**

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a

waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

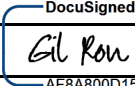
Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Gil Ron President hereby certify
(Name and title of official)
On behalf of AdvanceTec Industries Inc that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: AdvanceTec Industries Inc
Type or print name: Gil Ron
Signature of authorized representative:  Date June / 11th / 2025
DocuSigned by: AF8A800D156E4B5...

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: AdvanceTec Industries, Inc. Signed By: Git Ron Date: June 11th 2025

Signature of Authorized Official: Git Ron Date: June 11th 2025

Name and Title of Contractor's Authorized Official: President

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company: AdvanceTec Industries Inc
Name: Gil Ron Title: President
Signature: gilrone Date: June 11th 2025

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company: N/A Title: N/A
Name: N/A Title: N/A
Signature: _____ Date: _____



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer,
Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Kyle Brimley, IT Director
Jaron Robertson, Director of Planning

TITLE:

Contract: Remix Planning Software 5-Year Software Maintenance License (Carahsoft Technology Corp.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute a five (5) year contract, and associated disbursements, with Remix through Carahsoft Technology Corp. (CA Technologies) in the not-to-exceed amount of \$1,032,430 if State of Utah Contract AR2472 is renewed and extended prior to September 15, 2026.

BACKGROUND:

UTA's Planning Department has been using the Remix planning software since April 2020. Remix is a software as a service transit planning platform that allows for quick information sharing and automation of tasks related to service planning.

DISCUSSION:

Remix software was first procured in April 2020. Two subsequent amendments were executed to include on-demand planning and extend the life of the contract through July 31, 2025.

Remix has proven to meet UTA's planning requirements and is instrumental in the development of the agency's Long-Range Transit Plan, Five-Year Service Plan, and annual Change Day plans. Rather than re-procure a transit planning software solution, UTA can leverage and execute an Order with Remix through Carahsoft Technology Corp., who was awarded State of Utah Contract AR2472, and is a Value-Added Reseller.

With Remix, the process of performing service impact analyses takes minutes - and can effectively work in real

time when working with stakeholders. In addition, Remix and its outputs are much more user-friendly than current tools, allowing for easier communication about proposed service changes and their impacts to stakeholders, local leaders, and the public at large.

The order is for three (3) base years with two (2) one-year option periods. Though Utah State Contract AR2472 term runs from March 1, 2017 through September 15, 2026, the contract includes a “Survival” clause to extend all Terms and Conditions of the Contract through the end of the final optional maintenance period of this Order, which is July 31, 2030.

CONTRACT SUMMARY:

Contractor Name:	Carahsoft Technology Corp.
Contract Number:	17549
Base Contract Effective Dates:	Utah State Contract AR2472 - March 1, 2017 thru September 15, 2026 Contract Base: August 1, 2025 thru July 31, 2028 All Contract Options Exercised: thru July 31, 2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$1,032,430
Procurement Method:	Utah State Contract AR2472
Budget Authority:	Approved 2025 Operations Budget

ALTERNATIVES:

The alternative for executing these types of service planning tasks is to use lesser equipped tools (such as GIS, Trapeze) for service impact analysis, which can take 1-2 weeks for a given service change.

FISCAL IMPACT:

- 2025 Contract Total: \$206,486
- 2026 Contract Total: \$206,486
- 2027 Contract Total: \$206,486
- 2028 Contract Total: \$206,486
- 2029 Contract Total: \$206,486

Total Contract not-to-exceed value: \$1,032,430

ATTACHMENTS:

- Contract: Remix Service Planning Software 5-Year License (Carahsoft Technology Corp.)
- Utah State Contract AR2472 ([Link <https://bit.ly/USC_AR2472>](https://bit.ly/USC_AR2472))

Carahsoft Technology Corporation
11493 Sunset Hills Road
Suite 100
Reston VA 20190



Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER
OG

17549

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER

1477770

PO DATE

5/22/2025

SEND INVOICE TO:

SHIP TO:

AP@RIDEUTA.COM

ATTENTION: RECEIVING

669 W 200 S

3600 S 700 W

SLC, UT 84101

Salt Lake City UT 84119

801-287-3008

www.rideuta.com

ORDER TAKEN BY

CAMERON Z

FOB

*

BUYER

Wilson, Rick V

PAGE NUMBER

1 of 1

Confirmation: Do not Duplicate

Utah Transit Authority Is Tax Exempt

Total PO Value: 1,032,430.00

Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00015464	8/1/25	EA	5200.50353.92	Remix Annual License 2025 Katrina V/Jaron R	.0000	206,486.00
2	00015464	8/1/26	EA	5200.50353.92	Remix Annual License 2026 Katrina V/Jaron R	.0000	206,486.00
3	00015464	8/1/27	EA	5200.50353.92	Remix Annual License 2027 Katrina V/Jaron R	.0000	206,486.00
4	00015464	8/1/28	EA	5200.50353.92	Remix Annual License 2028 Katrina V/Jaron R	.0000	206,486.00
5	00015464	8/1/29	EA	5200.50353.92	Remix Annual License 2029 Katrina V/Jaron R	.0000	206,486.00

This order is per Utah State Contract AR2472: <https://statecontracts.utah.gov/Contract/Details/AR2472-IT-Technology%7C532317ba-c074-4a9b-97e6-23d956c205f4>

Utah State Contract AR2472 has a Period of Performance from 3/1/2017 thru 9/15/2026. This contract includes a "Survival" clause to extend all Terms and Conditions of the Contract through the end of the final optional maintenance period of this Order which is July 31, 2030.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

This is to be executed as a NOT TO EXCEED (NTE) order, and may not be executed until a NOTICE TO PROCEED has been received in writing by CARAHSOFT TECHNOLOGY CORP on or after the date of UTA Board of Trustees approval.

DocuSigned by:

By Mike Bell
Mike Bell, UTA Legal Counsel

Signed by:

By Casey Besterle
Casey Besterle, Team Lead

Date 5/23/2025

Date 5/23/2025

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andres Colman, Chief Operations Officer
PRESENTER(S): Ryan Taylor, Special Services General Manager

TITLE:

Contract: Collision and Auto Body Repair Services Contract Pool (G & R Body Corporation dba Advanced Body & Paint)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute contract 25-039401 and associated disbursements with G & R Body Corporation (dba Advanced Body & Paint) in the not-to-exceed (NTE) amount of \$520,000 for the entire pool over five (5) years as one of four vendors in a Collision and Auto Body Repair Services vendor pool.

BACKGROUND:

UTA is utilizing a pool of contracted vendors to provide collision and auto body repair services to help maintain the state of good repair of approximately 525 Rideshare/Vanpool vehicles, approximately 583 insured UTA owned vehicles, and third-party claimant vehicles of different makes and models in operation throughout various counties in Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple-award contract, creating a vendor pool of four vendors. G & R Body Corporation (dba Advanced Body & Paint) was one of the four selected vendors with the best overall value.

DISCUSSION:

UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount for all contractors in the vendor pool in the NTE amount of \$520,000 over a five (5) year period. The contracts allow for P-Card purchases for service transactions of less than \$5,000; otherwise, payment shall be invoiced after

services have been performed. This payment method is required to allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 25-039401, 25-039402, 25-039403, and 25-039404.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	G & R Body Corporation (dba Advanced Body & Paint)
Contract Number:	25-039401
Base Contract Effective Dates:	Effective after last signature received - July 31, 2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of \$520,000 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2025 approved budget includes \$45,000 for the Collision and Auto Body Repair Services Pool. Projected funding of \$475,000 requests for future years 2026-2030 as listed below, based on 10-11% increase per year to account for inflation and minimal growth of fleet vehicles.

All funds will come from the Contract Services operating expense line item in the Department of Vanpool yearly budget 7900.50353.95.

2025 Contract Pool Total: \$45,000 (Remaining 5 months 2025)

2026 Contract Pool Total: \$88,000

2027 Contract Pool Total: \$98,000

2028 Contract Pool Total: \$108,000

2029 Contract Pool Total: \$118,000

2030 Contract Pool Total: \$63,000 (7 months through July 31, 2030)

Total Not-to-Exceed Contract Pool Value: \$520,000

ATTACHMENTS:

- Contract: Collision and Auto Body Repair Services Contract Pool (G & R Body Corporation dba Advanced Body & Paint)

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 25-039401 Collision and Auto Body Repair Services

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 G & R Body Corporation dba Advanced Body & Paint, a S-Corporation located at 2015 West 3500 South, West Valley City, Utah 84119, (the “Contractor”).

RECITALS

WHEREAS, on May 5, 2025, UTA received competitive proposals to provide auto-body and collision repair services to Rideshare/Vanpool Vehicles, UTA Owned Vehicles, and Third-Part Claimant Vehicles Via UTA’s self-insurance program, throughout the UTA service area 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 in 25-03940BCM (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 Proposal **25-03940BCM - Rideshare/Vanpool Collision and Auto Body Repair** submitted by the Contractor on May 5, 2025 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). Contractor is one of multiple awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/ or Services to UTA however selection of a contractor to provide services shall be in UTA's sole discretion based on factors such as location, vehicle type, and capacity. The services for those in the awarded contractor pool will be determined by UTA's Project Manager or authorized Representative(s) as stated in the Technical Specifications a) Job Assignment of Exhibit A (Statement of Work). If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM**

This Contract will be Firm Fixed Price and performance will commence upon the last signature date page (pg. #18) and will continue for a period of five (5) years expiring approximately August 1, 2030. The Contract may be further extended if the 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 provisions 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. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND 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 one (1) year 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 Contractor's 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 Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

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
Employers' Liability	
Each Accident	\$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to UTA’s Contract Administrator Brent Miller brmiller@rideuta.com and 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 UTA’s Contract

Administrator Brent Miller brmiller@rideuta.com and Utah Transit Authority's insurance email address at 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 subcontractors. Utah Transit Authority must be scheduled as an additional insured on any subcontractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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. 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. 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. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (SaaS) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition, Contractor must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>)

20. **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.

21. **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.

22. **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.
- c. **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.

23. **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:
 1. The date, circumstances, and source of the change; and
 2. 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 20 of this Contract.

24. **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.

25. **FINDINGS CONFIDENTIAL**

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

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

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

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

26. **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.

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Matthew Harrison 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) 287-5325.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

29. **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.

30. **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: Brent Miller
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:

G & R Body Corporation dba Advanced Body & Paint
Mike Dahlberg
2015 W 3500 S
West Valley ,UT 84119
customerservice@advancedbandp.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.

31. **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:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Michael Golman/Contractor's Mike Dahlberg	Five calendar days
UTA's Ryan Taylor/Contractor's Joe Dahlberg	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.

32. **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.

33. **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.

34. **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.

35. **AMENDMENTS**

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

36. **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.

37. **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.

38. **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.

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. **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.

41. **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.

42. **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.

43. **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 _____ Date _____

Name _____

Title _____

By _____ Date _____

Name _____

Title _____

DocuSigned by:
By Mike Bell Date 6/4/2025
70E33A415BA44F6...
UTA Legal Counsel

**CONTRACTOR: G & R Body Corporation dba
Advanced Body & Paint**

DocuSigned by:
By MIKE DAHLBERG Date 6/4/2025
4C6D6CFC5FD44AD...

Name MIKE DAHLBERG

Title Owner

By _____ Date _____

Name _____

Title _____

EXHIBIT A

STATEMENT OF WORK

The work assignment to the Awarded Contractor(s) may be based on a geographic basis or vehicle design, where appropriate.

Contract(s) awarded will give UTA flexibility in obtaining Contractor(s) to provide collision and auto body repairs to our Rideshare/Vanpool vehicles, UTA owned vehicles and third-party claimant vehicles via UTA's self-insurance program. Auto body repairs include but are not limited to, dent repair, glass replacement/repair, painting all or portions of vehicles, bents parts, straightened and reinforcements.

Service Product Vehicles

UTA currently has approximately 525 Rideshare/Vanpool vehicles and approximately 583 insured UTA owned vehicles, and third-party claimant vehicles of different makes and models.

UTA currently has approximately 525 rideshare/vanpool vehicles.

40 Loaner vans

35 release vehicles

450 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:

~ 179 Chevrolet 3500 and 2500 passenger vans

~ 9 Ford E-350 Economize vans

~ 1 Ford Transit passenger vans

~336 Toyota Sienna vans

UTA may need a loaner or rental car in the case of third-party claimants. Proposer's Technical Proposal must describe method for providing loaner or rental vehicles for UTA's third-party claimant vehicles

UTA reserves the right to increase or decrease the volume and models of vehicles subject to UTA's requirements during the term of the contract period.

Technical Specifications

a) JOB ASSIGNMENT:

Vehicles requiring collision and auto-body repair services will be assigned as determined by UTA Project Manager or authorized Representative(s). If an awarded contractor is unable to receive a vehicle for repair, it will be reassigned to another Contractor. The Contractor may not require UTA or authorized Representative to formally schedule time for estimates.

b) NOTIFICATION:

In the event that a vehicle is left with the Contractor without prior notification from the UTA Project Manager or authorized Representative(s), the Contractor will notify the UTA Project Manager within 24 hours.

c) **ESTIMATE AND PHOTOS:**

Contractor will provide a written estimate for vehicle collision and auto-body repair services to the UTA Project Manager or authorized Representative(s). Contractor will not begin repairs until written approval has been provided by the UTA Project Manager or authorized Representative. In the event the Contractor notices that the estimate is in error, or the vehicle contains hidden and unseen damage that was not covered in the initial estimate, the Contractor shall prepare a written supplemental estimate to repair the vehicle damage not covered and provide it to the UTA Project Manager or authorized Representative(s) for written authorization to begin or continue repairs. Any cost for repairs performed by the Contractor without written authorization from the UTA Project Manager or authorized Representative(s) will be borne by the Contractor. This estimate shall be in accordance with bid price for parts and labor (due within 24 hours after vehicle arrives or is picked-up). The estimate shall indicate labor and/or parts cost itemized by component. The contractor will provide the UTA Project Manager or authorized Representative(s) photos of the vehicle damages.

d) **ESTIMATE and REPAIR APPROVAL:**

The UTA Project Manager or authorized Representative(s) shall approve or disapprove all estimates or supplemental estimates prior to the start of any repairs. Vehicle that the Contractor determines may be considered a total loss, must have a written estimate proving the total loss and shall be furnished to the UTA Project Manager or authorized Representative(s) and include all pertinent photos.

e) **EMERGENCY WORK:**

The Contractor agrees to accept such work as may be determined by the UTA Project Manager and Representative(s) as an emergency and so declared. The Contractor further agrees to give such emergency work priority over all other work in the Contractor's shop. The UTA Project Manager or authorized Representative(s) will designate those vehicles as emergency vehicles prior to the Contractor submitting an estimate. If the Contractor cannot perform expeditious work on emergency vehicles, another Contractor will be approached.

Contractor's Responsibilities

Overall responsibilities of the successful firm(s) will include the following and must be specified in the Technical Proposal:

- a) Fast and efficient work on all vehicles.
- b) Provide service support standard work period M-F 9:00-5:00pm and Saturday when applicable.
- c) Collaborate effectively with designated UTA personnel.
- d) Provide sufficient staffing to ensure timely service of repairs.
- e) Grade "A" Customer Service ensuring courteous and honest service to both UTA personnel and fleet/insurance users.
- f) Uphold UTA's safety standards and all OSHA requirements.
- g) Must have a warranty program. Please provide warranty provisions in technical proposal.

- h) Contractor(s) shall be responsible for maintaining complete vehicle repair records including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
- i) All body shop technicians are I-car trained.
- j) Apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- k) Body shop is fully equipped with state-of-the-art collision repair technology.
- l) Shop utilizes LKQ and aftermarket replacement parts for vehicles more than one model year old, when these parts are available. All other parts used must be Original Equipment Manufacturer OEM or equivalent.
- m) All incidentals, materials, shop supplies and charges shall be included in service provider's hourly rate.
- n) Contractor must obtain authorization from UTA personnel before proceeding with any repair.
- o) Provide repair estimates prior to any work being performed.
- p) Once work is completed contractor will notify UTA of completion so they can coordinate pickup.
- q) Have an invoice system capable of including the UTA vehicle number, mileage, the contract number, and contracted price.
- r) Take steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.
- s) Provide Loaner cars for the claimants as needed.
- t) The vehicle must be stored in a secured parking or storage area, or in a building, and the vehicle must be locked at all times when not being serviced.
- u) UTA may provide 1 to 2 loaner vehicles to the contractor(s) to be use by the vanpool operators, when a vehicle is dropped off for major service. Contractor(s) will maintain a secure vehicle parking area or spaces for parking of UTA Loaner(s).

Service Area Locations:

Box Elder County, Davis County, Salt Lake County, Tooele County, Utah County, and Weber County.

EXHIBIT B

PRICE

1. Price for each repair shall be the sum of the actual repair hours at the rate shown in the table below plus the discounted parts and material pricing.
2. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) \$520,000.00 over the five (5) year term**. This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.
3. **Price Adjustments:** UTA will only consider price adjustments (increases and reductions) annually, to occur once every twelve (12) months after the contract effectivity date. Price adjustments for all service and product items affected by a specific price or rate change must be addressed at the same time when possible. Any request for a price or rate adjustment must be made at least thirty (30) days prior to the annual effective date. Requests for a price or rate adjustment must include sufficient written documentation supporting the request and must be sent to the UTA Purchasing Department Contract Administrator or designee for review. Request for any price or rate adjustment will not be changed until the adjustment is approved through a written UTA change order.
No retroactive adjustment to prices or rates will be allowed. Contractor will not delay delivery of service or product pending any price or rate change. If price or rate increases are not mutually acceptable, the contract service or product item may be subject cancellation.
4. **Payment Provisions:** UTA to pay with Credit Card (P-Card) for transactions less than \$5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank. Payments will be made upon completion of services listed in and subject to the Price Rates Schedule below.
5. Only upon the UTA Project Manager or authorized Representative(s) written request, the Contractor shall provide towing service, a vehicle loaner, or rental car service at vendor cost, otherwise UTA to provide such services.

COUNTY: SALT LAKE			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	2	Ford E-350 Economize vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	1	Ford Transit passenger vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	33	Toyota Sienna vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	2	Ford E-350 Economize vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	1	Ford Transit passenger vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	33	Toyota Sienna vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	2	Ford E-350 Economize vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	1	Ford Transit passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	33	Toyota Sienna vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5% OEM Only						
Paint Product Discount	None						
Material Disposal Discount	None						
COUNTY: TOOELE			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	2	Ford E-350 Economize vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	1	Ford Transit passenger vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	33	Toyota Sienna vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	2	Ford E-350 Economize vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	1	Ford Transit passenger vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	33	Toyota Sienna vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	2	Ford E-350 Economize vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	1	Ford Transit passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	33	Toyota Sienna vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5% OEM Only						
Paint Product Discount	None						
Material Disposal Discount	None						

COUNTY: UTAH			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
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	2	Ford E-350 Economize vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	1	Ford Transit passenger vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	33	Toyota Sienna vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	2	Ford E-350 Economize vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	1	Ford Transit passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	33	Toyota Sienna vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5% OEMOnly						
Paint Product Discount	None						
Material Disposal Discount	None						
COUNTY: WEBER			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	2	Ford E-350 Economize vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	1	Ford Transit passenger vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
	33	Toyota Sienna vans	\$ 53.00	\$ 54.00	\$ 55.00	\$ 56.00	\$ 57.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	2	Ford E-350 Economize vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	1	Ford Transit passenger vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
	33	Toyota Sienna vans	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 44.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	2	Ford E-350 Economize vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	1	Ford Transit passenger vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
	33	Toyota Sienna vans	\$ 115.00	\$ 115.00	\$ 115.00	\$ 125.00	\$ 125.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5% OEMOnly						
Paint Product Discount	None						
Material Disposal Discount	None						



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andres Colman, Chief Operations Officer
PRESENTER(S): Ryan Taylor, Special Services General Manager

TITLE:

Contract: Collision and Auto Body Repair Services Contract Pool (Red Rock Collision Repair)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute contract 25-039402 and associated disbursements with Red Rock Collision Repair in the not-to-exceed (NTE) amount of \$520,000 for the entire pool over five (5) years as one of four vendors in a Collision and Auto Body Repair Services vendor pool.

BACKGROUND:

UTA is utilizing a pool of contracted vendor to provide collision and auto body repair services to maintain the serviceability and life expectancy of approximately 525 Rideshare/Vanpool vehicles, approximately 583 insured UTA owned vehicles, and third-party claimant vehicles via UTA's self-insurance program for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple-award contract, creating a vendor pool of four vendors. Red Rock Collision Repair was one of the four selected vendors with the best overall value.

DISCUSSION:

UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount for all contractors in the vendor pool in the NTE \$520,000 over a five (5) year period. The contracts allow for P-Card purchases for service transactions of less than \$5,000; otherwise, payment shall be invoiced after services have been performed. This payment method is required to allow payment flexibility between UTA's vehicle

operators and contracted service providers within the vendor pool.

Applicable Contracts: 25-039401, 25-039402, 25-039403, and 25-039404.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Red Rock Collision Repair
Contract Number:	25-039402
Base Contract Effective Dates:	Effective after last signature received - July 31, 2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of \$520,000 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2025 approved budget includes \$45,000 for the Collision and Auto Body Repair Services Pool. Projected funding of \$475,000 requests for future years 2026- 2030 as listed below, based on 10-11% increase per year to account for inflation and minimal growth of fleet vehicles.

All funds will come from the Contract Services operating expense line item in the Department of Vanpool yearly budget 7900.50353.95.

2025 Contract Pool Total: \$45,000 (Remaining 5 months 2025)

2026 Contract Pool Total: \$88,000

2027 Contract Pool Total: \$98,000

2028 Contract Pool Total: \$108,000

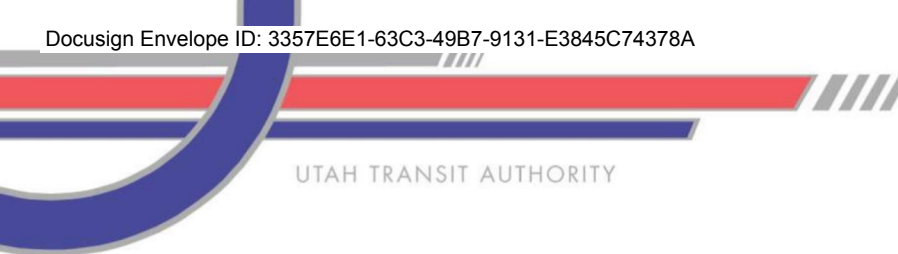
2029 Contract Pool Total: \$118,000

2030 Contract Pool Total: \$63,000 (7 months Through July 31, 2030)

Total Not-to-Exceed Contract Pool Value: \$520,000

ATTACHMENTS:

- Contract: Collision and Auto Body Repair Services Contract Pool (Red Rock Collision Repair)

The logo of the Utah Transit Authority (UTA) is located in the top left corner. It features a stylized blue and red 'U' shape with horizontal lines, and the text 'UTAH TRANSIT AUTHORITY' below it.

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 25-039402 Collision and Auto Body Repair Services

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 Red Rock Collision Repair, a LLC S-Corporation located at 574 N State St, Orem, Utah 84057, (the “Contractor”).

RECITALS

WHEREAS, on May 5, 2025, UTA received competitive proposals to provide auto-body and collision repair services to Rideshare/Vanpool Vehicles, UTA Owned Vehicles, and Third-Part Claimant Vehicles Via UTA’s self-insurance program, throughout the UTA service area 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 in 25-03940BCM (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 Proposal **25-03940BCM - Rideshare/Vanpool Collision and Auto Body Repair** submitted by the Contractor on May 5, 2025 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). Contractor is one of multiple awardees within a contractor pool. Each member of the pool receiving a contract

shall have a fair opportunity to provide these Goods and/ or Services to UTA however selection of a contractor to provide services shall be in UTA's sole discretion based on factors such as location, vehicle type, and capacity. The services for those in the awarded contractor pool will be determined by UTA's Project Manager or authorized Representative(s) as stated in the Technical Specifications a) Job Assignment of Exhibit A (Statement of Work). If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM**

This Contract will be Firm Fixed Price and performance will commence upon the last signature date page (pg. #18) and will continue for a period of five (5) years expiring approximately August 1, 2030. The Contract may be further extended if the 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 provisions 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. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved

progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND 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 one (1) year 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 Contractor's 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 Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

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
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000

Disease – Policy Limit

\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to UTA's Contract Administrator Brent Miller brmiller@rideuta.com and 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 UTA's Contract Administrator Brent Miller brmiller@rideuta.com and Utah Transit Authority's insurance

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

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

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. 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. 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. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (SaaS) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition, Contractor must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>)

20. **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.

21. **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.

22. **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.

c. **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.

23. **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:
 1. The date, circumstances, and source of the change; and
 2. 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 20 of this Contract.

24. **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.

25. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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

26. 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.

27. PROJECT MANAGER

UTA's Project Manager for the Contract is Matthew Harrison 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) 287-5325.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

29. **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.

30. **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: Brent Miller
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:

Red Rock Collision Repair
Kelly Keetch
574 N State St
Orem, UT 84057
redrockcollisionore@gmail.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.

31. **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:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Michael Golman/Contractor’s Kelly Keetch	Five calendar days
UTA’s Ryan Taylor/Contractor’s Mike Keetch	Five calendar days

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

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

32. **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.

33. **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.

34. **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.

35. **AMENDMENTS**

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

36. **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.

37. **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.

38. **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.

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. **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.

41. **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.

42. **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.

43. **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 _____ Date _____

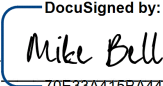
Name _____

Title _____

By _____ Date _____

Name _____

Title _____

By  Date 6/4/2025
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR: Red Rock Collision Repair

By  Date 6/4/2025
ZADC69B930EB4BC...

Name Kelly Keetch

Title Manager

By _____ Date _____

Name _____

Title _____

EXHIBIT A

STATEMENT OF WORK

The work assignment to the Awarded Contractor(s) may be based on a geographic basis or vehicle design, where appropriate.

Contract(s) awarded will give UTA flexibility in obtaining Contractor(s) to provide collision and auto body repairs to our Rideshare/Vanpool vehicles, UTA owned vehicles and third-party claimant vehicles via UTA's self-insurance program. Auto body repairs include but are not limited to, dent repair, glass replacement/repair, painting all or portions of vehicles, bents parts, straightened and reinforcements.

Service Product Vehicles

UTA currently has approximately 525 Rideshare/Vanpool vehicles and approximately 583 insured UTA owned vehicles, and third-party claimant vehicles of different makes and models.

UTA currently has approximately 525 rideshare/vanpool vehicles.

40 Loaner vans

35 release vehicles

450 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:

~ 179 Chevrolet 3500 and 2500 passenger vans

~ 9 Ford E-350 Economize vans

~ 1 Ford Transit passenger vans

~336 Toyota Sienna vans

UTA may need a loaner or rental car in the case of third-party claimants. Proposer's Technical Proposal must describe method for providing loaner or rental vehicles for UTA's third-party claimant vehicles

UTA reserves the right to increase or decrease the volume and models of vehicles subject to UTA's requirements during the term of the contract period.

Technical Specifications

a) JOB ASSIGNMENT:

Vehicles requiring collision and auto-body repair services will be assigned as determined by UTA Project Manager or authorized Representative(s). If an awarded contractor is unable to receive a vehicle for repair, it will be reassigned to another Contractor. The Contractor may not require UTA or authorized Representative to formally schedule time for estimates.

b) NOTIFICATION:

In the event that a vehicle is left with the Contractor without prior notification from the UTA Project Manager or authorized Representative(s), the Contractor will notify the UTA Project Manager within 24 hours.

c) **ESTIMATE AND PHOTOS:**

Contractor will provide a written estimate for vehicle collision and auto-body repair services to the UTA Project Manager or authorized Representative(s). Contractor will not begin repairs until written approval has been provided by the UTA Project Manager or authorized Representative. In the event the Contractor notices that the estimate is in error, or the vehicle contains hidden and unseen damage that was not covered in the initial estimate, the Contractor shall prepare a written supplemental estimate to repair the vehicle damage not covered and provide it to the UTA Project Manager or authorized Representative(s) for written authorization to begin or continue repairs. Any cost for repairs performed by the Contractor without written authorization from the UTA Project Manager or authorized Representative(s) will be borne by the Contractor. This estimate shall be in accordance with bid price for parts and labor (due within 24 hours after vehicle arrives or is picked-up). The estimate shall indicate labor and/or parts cost itemized by component. The contractor will provide the UTA Project Manager or authorized Representative(s) photos of the vehicle damages.

d) **ESTIMATE and REPAIR APPROVAL:**

The UTA Project Manager or authorized Representative(s) shall approve or disapprove all estimates or supplemental estimates prior to the start of any repairs. Vehicle that the Contractor determines may be considered a total loss, must have a written estimate proving the total loss and shall be furnished to the UTA Project Manager or authorized Representative(s) and include all pertinent photos.

e) **EMERGENCY WORK:**

The Contractor agrees to accept such work as may be determined by the UTA Project Manager and Representative(s) as an emergency and so declared. The Contractor further agrees to give such emergency work priority over all other work in the Contractor's shop. The UTA Project Manager or authorized Representative(s) will designate those vehicles as emergency vehicles prior to the Contractor submitting an estimate. If the Contractor cannot perform expeditious work on emergency vehicles, another Contractor will be approached.

Contractor's Responsibilities

Overall responsibilities of the successful firm(s) will include the following and must be specified in the Technical Proposal:

- a) Fast and efficient work on all vehicles.
- b) Provide service support standard work period M-F 9:00-5:00pm and Saturday when applicable.
- c) Collaborate effectively with designated UTA personnel.
- d) Provide sufficient staffing to ensure timely service of repairs.
- e) Grade "A" Customer Service ensuring courteous and honest service to both UTA personnel and fleet/insurance users.
- f) Uphold UTA's safety standards and all OSHA requirements.
- g) Must have a warranty program. Please provide warranty provisions in technical proposal.

- h) Contractor(s) shall be responsible for maintaining complete vehicle repair records including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
- i) All body shop technicians are I-car trained.
- j) Apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- k) Body shop is fully equipped with state-of-the-art collision repair technology.
- l) Shop utilizes LKQ and aftermarket replacement parts for vehicles more than one model year old, when these parts are available. All other parts used must be Original Equipment Manufacturer OEM or equivalent.
- m) All incidentals, materials, shop supplies and charges shall be included in service provider's hourly rate.
- n) Contractor must obtain authorization from UTA personnel before proceeding with any repair.
- o) Provide repair estimates prior to any work being performed.
- p) Once work is completed contractor will notify UTA of completion so they can coordinate pickup.
- q) Have an invoice system capable of including the UTA vehicle number, mileage, the contract number, and contracted price.
- r) Take steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.
- s) Provide Loaner cars for the claimants as needed.
- t) The vehicle must be stored in a secured parking or storage area, or in a building, and the vehicle must be locked at all times when not being serviced.
- u) UTA may provide 1 to 2 loaner vehicles to the contractor(s) to be use by the vanpool operators, when a vehicle is dropped off for major service. Contractor(s) will maintain a secure vehicle parking area or spaces for parking of UTA Loaner(s).

Service Area Locations:

Box Elder County, Davis County, Salt Lake County, Tooele County, Utah County, and Weber County.

EXHIBIT B

PRICE

1. Price for each repair shall be the sum of the actual repair hours at the rate shown in the table below plus the discounted parts and material pricing.

2. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) \$520,000.00 over the five (5) year term**. This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

3. **Price Adjustments:** UTA will only consider price adjustments (increases and reductions) annually, to occur once every twelve (12) months after the contract effectivity date. Price adjustments for all service and product items affected by a specific price or rate change must be addressed at the same time when possible. Any request for a price or rate adjustment must be made at least thirty (30) days prior to the annual effective date. Requests for a price or rate adjustment must include sufficient written documentation supporting the request and must be sent to the UTA Purchasing Department Contract Administrator or designee for review. Request for any price or rate adjustment will not be changed until the adjustment is approved through a written UTA change order.
 No retroactive adjustment to prices or rates will be allowed. Contractor will not delay delivery of service or product pending any price or rate change. If price or rate increases are not mutually acceptable, the contract service or product item may be subject cancellation.

4. **Payment Provisions:** UTA to pay with Credit Card (P-Card) for transactions less than \$5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank. Payments will be made upon completion of services listed in and subject to the Price Rates Schedule below.

5. Only upon the UTA Project Manager or authorized Representative(s) written request, the Contractor shall provide towing service, a vehicle loaner, or rental car service at vendor cost, otherwise UTA to provide such services.

PRICE RATE SCHEUDLE

COUNTY: BOX ELDER			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	2	Ford E-350 Economize vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	1	Ford Transit passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	33	Toyota Sienna vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	8%					
	Paint Product Discount	5%					
	Material Disposal Discount	10%					
COUNTY: DAVIS			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	2	Ford E-350 Economize vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	1	Ford Transit passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	33	Toyota Sienna vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	8%					
	Paint Product Discount	5%					
	Material Disposal Discount	10%					

COUNTY: SALT LAKE			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qty's for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	2	Ford E-350 Economize vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	1	Ford Transit passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	33	Toyota Sienna vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	8%					
	Paint Product Discount	5%					
	Material Disposal Discount	10%					
COUNTY: TOOELE			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qty's for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	2	Ford E-350 Economize vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	1	Ford Transit passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	33	Toyota Sienna vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	8%					
	Paint Product Discount	5%					
	Material Disposal Discount	10%					

COUNTY: UTAH			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qty's for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
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	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	2	Ford E-350 Economize vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	1	Ford Transit passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	33	Toyota Sienna vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	2	Ford E-350 Economize vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	1	Ford Transit passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	33	Toyota Sienna vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	8%						
Paint Product Discount	5%						
Material Disposal Discount	20%						
COUNTY: WEBER			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qty's	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
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	2	Ford E-350 Economize vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	1	Ford Transit passenger vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	33	Toyota Sienna vans	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	8%						
Paint Product Discount	5%						
Material Disposal Discount	10%						



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andres Colman, Chief Operations Officer
PRESENTER(S): Ryan Taylor, Special Services General Manager

TITLE:

Contract: Collision and Auto Body Repair Services Contract Pool (Benjamin J Lucero dba Straight Line Auto Body)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute contract 25-039403 and associated disbursements with Benjamin J Lucero (dba Straight Line Auto Body) in the not-to-exceed (NTE) amount of \$520,000 for the entire pool over five (5) years as one of four vendors in a Collision and Auto Body Repair Services vendor pool.

BACKGROUND:

UTA is utilizing a pool of contracted vendors to provide collision and auto body repair services to help maintain the state of good repair of approximately 525 Rideshare/Vanpool vehicles, approximately 583 insured UTA owned vehicles, and third-party claimant vehicles of different makes and models in operation throughout various counties in Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple-award contract, creating a vendor pool of four vendors. Benjamin J Lucero (dba Straight Line Auto Body) was one of the four selected vendors with the best overall value.

DISCUSSION:

UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount for all contractors in the vendor pool in the (NTE) amount of \$520,000 over a five (5) year period. The contracts allow for P-Card purchases for service transactions of less than \$5,000; otherwise, payment shall be invoiced after services have been performed. This payment method is required to allow payment flexibility between

UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 25-039401, 25-039402, 25-039403, and 25-039404.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Benjamin J Lucero (dba Straight Line Auto Body)
Contract Number:	25-039403
Base Contract Effective Dates:	Effective after last signature received - July 31, 2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of \$520,000 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2025 approved budget includes \$45,000 for the Collision and Auto Body Repair Services Pool. Projected funding of \$475,000 requests for future years 2026-2030 as listed below, based on 10-11% increase per year to account for inflation and minimal growth of fleet vehicles.

All funds will come from the Contract Services operating expense line item in the Department of Vanpool yearly budget 7900.50353.95.

2025 Contract Pool Total: \$45,000 (Remaining 5 months 2025)

2026 Contract Pool Total: \$88,000

2027 Contract Pool Total: \$98,000

2028 Contract Pool Total: \$108,000

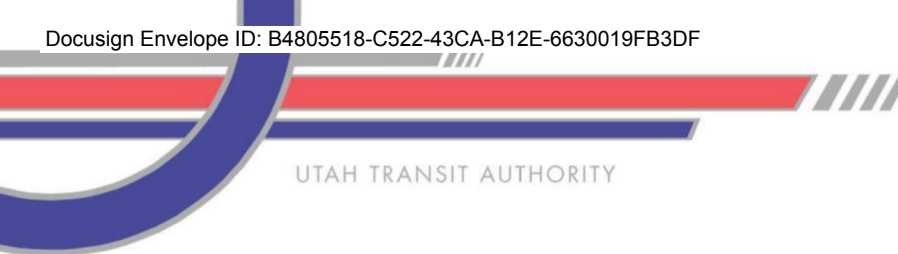
2029 Contract Pool Total: \$118,000

2030 Contract Pool Total: \$63,000(7 months Through July 31, 2030)

Total Not-to-Exceed Contract Pool Value: \$520,000

ATTACHMENTS:

- Contract: Collision and Auto Body Repair Services Contract Pool (Benjamin J Lucero dba Straight Line Auto Body)
-

The logo of the Utah Transit Authority (UTA) is located in the top left corner. It features a stylized blue and red 'U' shape with horizontal lines, and the text 'UTAH TRANSIT AUTHORITY' below it.

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 25-039403 Collision and Auto Body Repair Services

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 Benjamin J Lucero dba Straight Line Auto Body, a S-Corporation located at 3757 Pacific Ave, Ogden, Utah 84405, (the "Contractor").

RECITALS

WHEREAS, on May 5, 2025, UTA received competitive proposals to provide auto-body and collision repair services to Rideshare/Vanpool Vehicles, UTA Owned Vehicles, and Third-Part Claimant Vehicles Via UTA's self-insurance program, throughout the UTA service area 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 in 25-03940BCM (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 Proposal **25-03940BCM - Rideshare/Vanpool Collision and Auto Body Repair** submitted by the Contractor on May 5, 2025 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). Contractor is one of multiple awardees within a contractor pool. Each member of the pool receiving a contract

shall have a fair opportunity to provide these Goods and/ or Services to UTA however selection of a contractor to provide services shall be in UTA's sole discretion based on factors such as location, vehicle type, and capacity. The services for those in the awarded contractor pool will be determined by UTA's Project Manager or authorized Representative(s) as stated in the Technical Specifications a) Job Assignment of Exhibit A (Statement of Work). If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM**

This Contract will be Firm Fixed Price and performance will commence upon the last signature date page (pg. #18) and will continue for a period of five (5) years expiring approximately August 1, 2030. The Contract may be further extended if the 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 provisions 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. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved

progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND 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 one (1) year 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 Contractor's 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 Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

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
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000

Disease – Policy Limit

\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to UTA's Contract Administrator Brent Miller brmiller@rideuta.com and 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 UTA's Contract Administrator Brent Miller brmiller@rideuta.com and Utah Transit Authority's insurance

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

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

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. 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. 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. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (SaaS) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition, Contractor must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>)

20. **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.

21. **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.

22. **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.

c. **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.

23. **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:
 1. The date, circumstances, and source of the change; and
 2. 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 20 of this Contract.

24. **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.

25. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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

26. 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.

27. PROJECT MANAGER

UTA's Project Manager for the Contract is Matthew Harrison 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) 287-5325.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

29. **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.

30. **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: Brent Miller
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:

Benjamin J Lucero dba Straight Line Auto Body
Benjamin Lucero
3757 Pacific Ave
Ogden ,UT 84405
straightlineogden@gmail.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.

31. **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:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Michael Golman/Contractor’s Benjamin Lucero	Five calendar days
UTA’s Ryan Taylor/Contractor’s Heather Lucero	Five calendar days

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

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

32. **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.

33. **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.

34. **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.

35. **AMENDMENTS**

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

36. **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.

37. **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.

38. **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.

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. **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.

41. **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.

42. **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.

43. **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 _____ Date _____

Name _____

Title _____

By _____ Date _____

Name _____

Title _____

DocuSigned by:
By Mike Bell Date 6/4/2025
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR: Benjamin J Lucero dba
Straight Line Auto Body

DocuSigned by:
By [Signature] Date 6/4/2025
7879C482D253498...

Name BENJAMIN LUCERO

Title Owner

By _____ Date _____

Name _____

Title _____

EXHIBIT A

STATEMENT OF WORK

The work assignment to the Awarded Contractor(s) may be based on a geographic basis or vehicle design, where appropriate.

Contract(s) awarded will give UTA flexibility in obtaining Contractor(s) to provide collision and auto body repairs to our Rideshare/Vanpool vehicles, UTA owned vehicles and third-party claimant vehicles via UTA's self-insurance program. Auto body repairs include but are not limited to, dent repair, glass replacement/repair, painting all or portions of vehicles, bents parts, straightened and reinforcements.

Service Product Vehicles

UTA currently has approximately 525 Rideshare/Vanpool vehicles and approximately 583 insured UTA owned vehicles, and third-party claimant vehicles of different makes and models.

UTA currently has approximately 525 rideshare/vanpool vehicles.

40 Loaner vans

35 release vehicles

450 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:

~ 179 Chevrolet 3500 and 2500 passenger vans

~ 9 Ford E-350 Economize vans

~ 1 Ford Transit passenger vans

~336 Toyota Sienna vans

UTA may need a loaner or rental car in the case of third-party claimants. Proposer's Technical Proposal must describe method for providing loaner or rental vehicles for UTA's third-party claimant vehicles

UTA reserves the right to increase or decrease the volume and models of vehicles subject to UTA's requirements during the term of the contract period.

Technical Specifications

a) JOB ASSIGNMENT:

Vehicles requiring collision and auto-body repair services will be assigned as determined by UTA Project Manager or authorized Representative(s). If an awarded contractor is unable to receive a vehicle for repair, it will be reassigned to another Contractor. The Contractor may not require UTA or authorized Representative to formally schedule time for estimates.

b) NOTIFICATION:

In the event that a vehicle is left with the Contractor without prior notification from the UTA Project Manager or authorized Representative(s), the Contractor will notify the UTA Project Manager within 24 hours.

c) **ESTIMATE AND PHOTOS:**

Contractor will provide a written estimate for vehicle collision and auto-body repair services to the UTA Project Manager or authorized Representative(s). Contractor will not begin repairs until written approval has been provided by the UTA Project Manager or authorized Representative. In the event the Contractor notices that the estimate is in error, or the vehicle contains hidden and unseen damage that was not covered in the initial estimate, the Contractor shall prepare a written supplemental estimate to repair the vehicle damage not covered and provide it to the UTA Project Manager or authorized Representative(s) for written authorization to begin or continue repairs. Any cost for repairs performed by the Contractor without written authorization from the UTA Project Manager or authorized Representative(s) will be borne by the Contractor. This estimate shall be in accordance with bid price for parts and labor (due within 24 hours after vehicle arrives or is picked-up). The estimate shall indicate labor and/or parts cost itemized by component. The contractor will provide the UTA Project Manager or authorized Representative(s) photos of the vehicle damages.

d) **ESTIMATE and REPAIR APPROVAL:**

The UTA Project Manager or authorized Representative(s) shall approve or disapprove all estimates or supplemental estimates prior to the start of any repairs. Vehicle that the Contractor determines may be considered a total loss, must have a written estimate proving the total loss and shall be furnished to the UTA Project Manager or authorized Representative(s) and include all pertinent photos.

e) **EMERGENCY WORK:**

The Contractor agrees to accept such work as may be determined by the UTA Project Manager and Representative(s) as an emergency and so declared. The Contractor further agrees to give such emergency work priority over all other work in the Contractor's shop. The UTA Project Manager or authorized Representative(s) will designate those vehicles as emergency vehicles prior to the Contractor submitting an estimate. If the Contractor cannot perform expeditious work on emergency vehicles, another Contractor will be approached.

Contractor's Responsibilities

Overall responsibilities of the successful firm(s) will include the following and must be specified in the Technical Proposal:

- a) Fast and efficient work on all vehicles.
- b) Provide service support standard work period M-F 9:00-5:00pm and Saturday when applicable.
- c) Collaborate effectively with designated UTA personnel.
- d) Provide sufficient staffing to ensure timely service of repairs.
- e) Grade "A" Customer Service ensuring courteous and honest service to both UTA personnel and fleet/insurance users.
- f) Uphold UTA's safety standards and all OSHA requirements.
- g) Must have a warranty program. Please provide warranty provisions in technical proposal.

- h) Contractor(s) shall be responsible for maintaining complete vehicle repair records including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
- i) All body shop technicians are I-car trained.
- j) Apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- k) Body shop is fully equipped with state-of-the-art collision repair technology.
- l) Shop utilizes LKQ and aftermarket replacement parts for vehicles more than one model year old, when these parts are available. All other parts used must be Original Equipment Manufacturer OEM or equivalent.
- m) All incidentals, materials, shop supplies and charges shall be included in service provider's hourly rate.
- n) Contractor must obtain authorization from UTA personnel before proceeding with any repair.
- o) Provide repair estimates prior to any work being performed.
- p) Once work is completed contractor will notify UTA of completion so they can coordinate pickup.
- q) Have an invoice system capable of including the UTA vehicle number, mileage, the contract number, and contracted price.
- r) Take steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.
- s) Provide Loaner cars for the claimants as needed.
- t) The vehicle must be stored in a secured parking or storage area, or in a building, and the vehicle must be locked at all times when not being serviced.
- u) UTA may provide 1 to 2 loaner vehicles to the contractor(s) to be use by the vanpool operators, when a vehicle is dropped off for major service. Contractor(s) will maintain a secure vehicle parking area or spaces for parking of UTA Loaner(s).

Service Area Locations:

Box Elder County, Davis County, Salt Lake County, Tooele County, Utah County, and Weber County.

EXHIBIT B

PRICE

1. Price for each repair shall be the sum of the actual repair hours at the rate shown in the table below plus the discounted parts and material pricing.

2. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) \$520,000.00 over the five (5) year term**. This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

3. **Price Adjustments:** UTA will only consider price adjustments (increases and reductions) annually, to occur once every twelve (12) months after the contract effectivity date. Price adjustments for all service and product items affected by a specific price or rate change must be addressed at the same time when possible. Any request for a price or rate adjustment must be made at least thirty (30) days prior to the annual effective date. Requests for a price or rate adjustment must include sufficient written documentation supporting the request and must be sent to the UTA Purchasing Department Contract Administrator or designee for review. Request for any price or rate adjustment will not be changed until the adjustment is approved through a written UTA change order.
 No retroactive adjustment to prices or rates will be allowed. Contractor will not delay delivery of service or product pending any price or rate change. If price or rate increases are not mutually acceptable, the contract service or product item may be subject cancellation.

4. **Payment Provisions:** UTA to pay with Credit Card (P-Card) for transactions less than \$5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank. Payments will be made upon completion of services listed in and subject to the Price Rates Schedule below.

5. Only upon the UTA Project Manager or authorized Representative(s) written request, the Contractor shall provide towing service, a vehicle loaner, or rental car service at vendor cost, otherwise UTA to provide such services.

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COUNTY: SALT LAKE			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	2	Ford E-350 Economize vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	1	Ford Transit passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	33	Toyota Sienna vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	2	Ford E-350 Economize vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	1	Ford Transit passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	33	Toyota Sienna vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
	2	Ford E-350 Economize vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
	1	Ford Transit passenger vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
	33	Toyota Sienna vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	0.05%					
	Paint Product Discount	None					
	Material Disposal Discount	None					
COUNTY: TOOELE			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
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	1	Ford Transit passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	33	Toyota Sienna vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	2	Ford E-350 Economize vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	1	Ford Transit passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	33	Toyota Sienna vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
	2	Ford E-350 Economize vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
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	33	Toyota Sienna vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	0.05%					
	Paint Product Discount	None					
	Material Disposal Discount	None					

COUNTY: UTAH			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
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	33	Toyota Sienna vans	\$ 145.00	\$ 145.00	\$ 155.00	\$ 155.00	\$ 160.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	0.05%					
	Paint Product Discount	None					
	Material Disposal Discount	None					
COUNTY: WEBER			Service Price must include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
	2	Ford E-350 Economize vans	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
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Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	0.05%					
	Paint Product Discount	None					
	Material Disposal Discount	None					



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andres Colman, Chief Operations Officer
PRESENTER(S): Ryan Taylor, Special Services General Manager

TITLE:

Contract: Collision and Auto Body Repair Services Contract Pool (Valley Collision LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute contract 25-039404 and associated disbursements with Valley Collision LLC in the not-to-exceed (NTE) amount of \$520,000 for the entire pool over five (5) years as one of four vendors in a Collision and Auto Body Repair Services vendor pool.

BACKGROUND:

UTA is utilizing a pool of contracted vendors to provide collision and auto body repair services to maintain the state of good repair of approximately 525 Rideshare/Vanpool vehicles, approximately 583 insured UTA owned vehicles, and third-party claimant vehicles via UTA's self-insurance program for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple-award contract, creating a vendor pool of four vendors. Valley Collision LLC was one of the four selected vendors with the best overall value.

DISCUSSION:

UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount for all contractors in the vendor pool in the NTE amount of \$520,000 over a five (5) year period. The contracts allow for P-Card purchases for service transactions of less than \$5000; otherwise, payment shall be invoiced after services have been performed. This payment method is required to allow payment flexibility between UTA's

vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 25-039401, 25-039402, 25-039403, and 25-039404.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Valley Collision LLC
Contract Number:	25-039404
Base Contract Effective Dates:	Effective after last signature received - July 31, 2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of \$520,000 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2025 approved budget includes \$45,000 for the Collision and Auto Body Repair Services Pool. Projected funding of \$475,000 requests for future years 2026-2030 as listed below, based on 10-11% increase per year to account for inflation and minimal growth of fleet vehicles.

All funds will come from the Contract Services operating expense line item in the Department of Vanpool yearly budget 7900.50353.95.

2025 Contract Pool Total: \$45,000 (Remaining 5 months 2025)

2026 Contract Pool Total: \$88,000

2027 Contract Pool Total: \$98,000

2028 Contract Pool Total: \$108,000

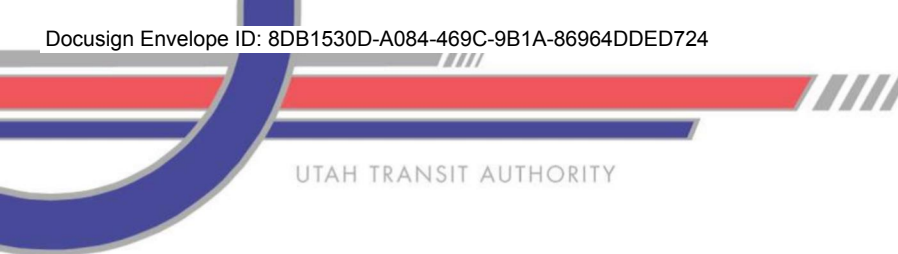
2029 Contract Pool Total: \$118,000

2030 Contract Pool Total: \$63,000 (7 months Through July 31, 2030)

Total Not-to-Exceed Contract Pool Value: \$520,000

ATTACHMENTS:

- Contract: Collision and Auto Body Repair Services Contract Pool (Valley Collision LLC)
-

The logo of the Utah Transit Authority, featuring a stylized blue and red 'U' shape with horizontal lines, and the text 'UTAH TRANSIT AUTHORITY' below it.

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 25-039404 Collision and Auto Body Repair Services

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 Valley Collision LLC, a P-Partnership located at 2738 Constitution Blvd, West Valley City, UT 84119, (the "Contractor").

RECITALS

WHEREAS, on May 5, 2025, UTA received competitive proposals to provide auto-body and collision repair services to Rideshare/Vanpool Vehicles, UTA Owned Vehicles, and Third-Part Claimant Vehicles Via UTA's self-insurance program, throughout the UTA service area 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 in 25-03940BCM (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 Proposal **25-03940BCM - Rideshare/Vanpool Collision and Auto Body Repair** submitted by the Contractor on May 5, 2025 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). Contractor is one of multiple awardees within a contractor pool. Each member of the pool receiving a contract

shall have a fair opportunity to provide these Goods and/ or Services to UTA however selection of a contractor to provide services shall be in UTA's sole discretion based on factors such as location, vehicle type, and capacity. The services for those in the awarded contractor pool will be determined by UTA's Project Manager or authorized Representative(s) as stated in the Technical Specifications a) Job Assignment of Exhibit A (Statement of Work). If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM**

This Contract will be Firm Fixed Price and performance will commence upon the last signature date page (pg. #18) and will continue for a period of five (5) years expiring approximately August 1, 2030. The Contract may be further extended if the 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 provisions 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. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved

progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND 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 one (1) year 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 Contractor's 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 Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

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
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000

Disease – Policy Limit

\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to UTA's Contract Administrator Brent Miller brmiller@rideuta.com and 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 UTA's Contract Administrator Brent Miller brmiller@rideuta.com and Utah Transit Authority's insurance

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

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

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. 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. 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. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition, Contractor must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>)

20. **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.

21. **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.

22. **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.

c. **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.

23. **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:
 1. The date, circumstances, and source of the change; and
 2. 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 20 of this Contract.

24. **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.

25. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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

26. 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.

27. PROJECT MANAGER

UTA's Project Manager for the Contract is Matthew Harrison 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) 287-5325.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

29. **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.

30. **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: Brent Miller
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:

Valley Collision LLC
Dan Spirgen
2738 Constitution Blvd
West Valley City ,UT 84119
dan@valleycollision.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.

31. **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:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Michael Golman/Contractor’s Dan Spirgen	Five calendar days
UTA’s Ryan Taylor/Contractor’s Jake Russel	Five calendar days

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

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

32. **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.

33. **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.

34. **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.

35. **AMENDMENTS**

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

36. **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.

37. **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.

38. **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.

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. **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.

41. **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.

42. **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.

43. **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 _____ Date _____

Name _____

Title _____

By _____ Date _____

Name _____

Title _____

By  Date 6/4/2025
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR: Valley Collision LLC

By  Date 6/4/2025
416FC218F06D418...

Name Dan Spirgen

Title Partner

By _____ Date _____

Name _____

Title _____

EXHIBIT A

STATEMENT OF WORK

The work assignment to the Awarded Contractor(s) may be based on a geographic basis or vehicle design, where appropriate.

Contract(s) awarded will give UTA flexibility in obtaining Contractor(s) to provide collision and auto body repairs to our Rideshare/Vanpool vehicles, UTA owned vehicles and third-party claimant vehicles via UTA's self-insurance program. Auto body repairs include but are not limited to, dent repair, glass replacement/repair, painting all or portions of vehicles, bents parts, straightened and reinforcements.

Service Product Vehicles

UTA currently has approximately 525 Rideshare/Vanpool vehicles and approximately 583 insured UTA owned vehicles, and third-party claimant vehicles of different makes and models.

UTA currently has approximately 525 rideshare/vanpool vehicles.

40 Loaner vans

35 release vehicles

450 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:

~ 179 Chevrolet 3500 and 2500 passenger vans

~ 9 Ford E-350 Economize vans

~ 1 Ford Transit passenger vans

~336 Toyota Sienna vans

UTA may need a loaner or rental car in the case of third-party claimants. Proposer's Technical Proposal must describe method for providing loaner or rental vehicles for UTA's third-party claimant vehicles

UTA reserves the right to increase or decrease the volume and models of vehicles subject to UTA's requirements during the term of the contract period.

Technical Specifications

a) JOB ASSIGNMENT:

Vehicles requiring collision and auto-body repair services will be assigned as determined by UTA Project Manager or authorized Representative(s). If an awarded contractor is unable to receive a vehicle for repair, it will be reassigned to another Contractor. The Contractor may not require UTA or authorized Representative to formally schedule time for estimates.

b) NOTIFICATION:

In the event that a vehicle is left with the Contractor without prior notification from the UTA Project Manager or authorized Representative(s), the Contractor will notify the UTA Project Manager within 24 hours.

c) **ESTIMATE AND PHOTOS:**

Contractor will provide a written estimate for vehicle collision and auto-body repair services to the UTA Project Manager or authorized Representative(s). Contractor will not begin repairs until written approval has been provided by the UTA Project Manager or authorized Representative. In the event the Contractor notices that the estimate is in error, or the vehicle contains hidden and unseen damage that was not covered in the initial estimate, the Contractor shall prepare a written supplemental estimate to repair the vehicle damage not covered and provide it to the UTA Project Manager or authorized Representative(s) for written authorization to begin or continue repairs. Any cost for repairs performed by the Contractor without written authorization from the UTA Project Manager or authorized Representative(s) will be borne by the Contractor. This estimate shall be in accordance with bid price for parts and labor (due within 24 hours after vehicle arrives or is picked-up). The estimate shall indicate labor and/or parts cost itemized by component. The contractor will provide the UTA Project Manager or authorized Representative(s) photos of the vehicle damages.

d) **ESTIMATE and REPAIR APPROVAL:**

The UTA Project Manager or authorized Representative(s) shall approve or disapprove all estimates or supplemental estimates prior to the start of any repairs. Vehicle that the Contractor determines may be considered a total loss, must have a written estimate proving the total loss and shall be furnished to the UTA Project Manager or authorized Representative(s) and include all pertinent photos.

e) **EMERGENCY WORK:**

The Contractor agrees to accept such work as may be determined by the UTA Project Manager and Representative(s) as an emergency and so declared. The Contractor further agrees to give such emergency work priority over all other work in the Contractor's shop. The UTA Project Manager or authorized Representative(s) will designate those vehicles as emergency vehicles prior to the Contractor submitting an estimate. If the Contractor cannot perform expeditious work on emergency vehicles, another Contractor will be approached.

Contractor's Responsibilities

Overall responsibilities of the successful firm(s) will include the following and must be specified in the Technical Proposal:

- a) Fast and efficient work on all vehicles.
- b) Provide service support standard work period M-F 9:00-5:00pm and Saturday when applicable.
- c) Collaborate effectively with designated UTA personnel.
- d) Provide sufficient staffing to ensure timely service of repairs.
- e) Grade "A" Customer Service ensuring courteous and honest service to both UTA personnel and fleet/insurance users.
- f) Uphold UTA's safety standards and all OSHA requirements.
- g) Must have a warranty program. Please provide warranty provisions in technical proposal.

- h) Contractor(s) shall be responsible for maintaining complete vehicle repair records including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
- i) All body shop technicians are I-car trained.
- j) Apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- k) Body shop is fully equipped with state-of-the-art collision repair technology.
- l) Shop utilizes LKQ and aftermarket replacement parts for vehicles more than one model year old, when these parts are available. All other parts used must be Original Equipment Manufacturer OEM or equivalent.
- m) All incidentals, materials, shop supplies and charges shall be included in service provider's hourly rate.
- n) Contractor must obtain authorization from UTA personnel before proceeding with any repair.
- o) Provide repair estimates prior to any work being performed.
- p) Once work is completed contractor will notify UTA of completion so they can coordinate pickup.
- q) Have an invoice system capable of including the UTA vehicle number, mileage, the contract number, and contracted price.
- r) Take steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.
- s) Provide Loaner cars for the claimants as needed.
- t) The vehicle must be stored in a secured parking or storage area, or in a building, and the vehicle must be locked at all times when not being serviced.
- u) UTA may provide 1 to 2 loaner vehicles to the contractor(s) to be use by the vanpool operators, when a vehicle is dropped off for major service. Contractor(s) will maintain a secure vehicle parking area or spaces for parking of UTA Loaner(s).

Service Area Locations:

Box Elder County, Davis County, Salt Lake County, Tooele County, Utah County, and Weber County.

EXHIBIT B

PRICE

1. Price for each repair shall be the sum of the actual repair hours at the rate shown in the table below plus the discounted parts and material pricing.

2. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) \$520,000.00 over the five (5) year term**. This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

3. **Price Adjustments:** UTA will only consider price adjustments (increases and reductions) annually, to occur once every twelve (12) months after the contract effectivity date. Price adjustments for all service and product items affected by a specific price or rate change must be addressed at the same time when possible. Any request for a price or rate adjustment must be made at least thirty (30) days prior to the annual effective date. Requests for a price or rate adjustment must include sufficient written documentation supporting the request and must be sent to the UTA Purchasing Department Contract Administrator or designee for review. Request for any price or rate adjustment will not be changed until the adjustment is approved through a written UTA change order.
 No retroactive adjustment to prices or rates will be allowed. Contractor will not delay delivery of service or product pending any price or rate change. If price or rate increases are not mutually acceptable, the contract service or product item may be subject cancellation.

4. **Payment Provisions:** UTA to pay with Credit Card (P-Card) for transactions less than \$5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank. Payments will be made upon completion of services listed in and subject to the Price Rates Schedule below.

5. Only upon the UTA Project Manager or authorized Representative(s) written request, the Contractor shall provide towing service, a vehicle loaner, or rental car service at vendor cost, otherwise UTA to provide such services.

PRICE RATE SCHEUDLE

COUNTY: BOX ELDER			Service Price must Include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qrys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	2	Ford E-350 Economize vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	1	Ford Transit passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	33	Toyota Sienna vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5%					
	Paint Product Discount	\$50/hr list. \$38/hr for UTA vehicles. = 24% discount off list.					
	Material Disposal Discount	\$7 list. \$5 for UTA vehicles. = 29% discount off list.					
COUNTY: DAVIS			Service Price must Include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qrys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	2	Ford E-350 Economize vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	1	Ford Transit passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	33	Toyota Sienna vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
	Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5%					
	Paint Product Discount	\$50/hr list. \$38/hr for UTA vehicles. = 24% discount off list.					
	Material Disposal Discount	\$7 list. \$5 for UTA vehicles. = 29% discount off list.					

COUNTY: SALT LAKE			Service Price must Include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	2	Ford E-350 Economize vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	1	Ford Transit passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	33	Toyota Sienna vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5%						
Paint Product Discount	\$50/hr list. \$38/hr for UTAVehicles. = 24% discount off list.						
Material Disposal Discount	\$7 list. \$5 for UTAVehicles. = 29% discount off list.						
COUNTY: TOOELE			Service Price must Include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qlys for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	2	Ford E-350 Economize vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	1	Ford Transit passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	33	Toyota Sienna vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5%						
Paint Product Discount	\$50/hr list. \$38/hr for UTAVehicles. = 24% discount off list.						
Material Disposal Discount	\$7 list. \$5 for UTAVehicles. = 29% discount off list.						

COUNTY: UTAH			Service Price must Include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qty's for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	2	Ford E-350 Economize vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	1	Ford Transit passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	33	Toyota Sienna vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5%						
Paint Product Discount	\$50/hr list. \$38/hr for UTA vehicles. = 24% discount off list.						
Material Disposal Discount	\$7 list. \$5 for UTA vehicles. = 29% discount off list.						
COUNTY: WEBER			Service Price must Include and cover all services, equipment support, and labor to perform Collision and Auto-Body Repairs				
			Year 1 (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)	Year 4 (2028-2029)	Year 5 (2029-2030)
Service Product Item	Estimated Annual Vehicle Qty's for Repair Service	Vehicle Description	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate	Hourly Price Rate
Body/Dent repair PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Painting PER HOUR	18	Chevrolet 3500 and 2500 passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2	Ford E-350 Economize vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	1	Ford Transit passenger vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	33	Toyota Sienna vans	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Mechanical/Electrical	18	Chevrolet 3500 and 2500 passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
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	1	Ford Transit passenger vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
	33	Toyota Sienna vans	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Product Discounts	Applicable Discount Off MRSP or List Price (%)						
Parts Discount - O.E.M., CAPA certified aftermarket or LKQ	5%						
Paint Product Discount	\$50/hr list. \$38/hr for UTA vehicles. = 24% discount off list.						
Material Disposal Discount	\$7 list. \$5 for UTA vehicles. = 29% discount off list.						



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

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

TITLE:

Pre-Procurements

- **Bi-Level Seating Foam**
- **Bi-Level Seating Reupholstery Service**
- **S70 Track Brake Overhaul Material**

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$250,000 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.

DISCUSSION:

- ***Bi-Level Seating Foam***
The FrontRunner maintenance department is seeking to contract with a supplier to provide foam material for ongoing foam and reupholstery needs of seats in thirty-eight (38) Bi-level passenger rail cars.

Over time the seat foam on the FrontRunner passenger cars wears out and no longer provides cushion or comfort for our riders. The seat foam will be ordered, as needed, and sent to UTA to be kitted together with the seat cores and vinyl upholstery, and then sent to an upholstery service provider for rebuild.

This procurement will be conducted as an Invitation for Bid (IFB), where the contract award will be solely based on the lowest price. The base term of this contract is three (3) years, plus two (2) one-year options for extension.

Funding for this project is included in the approved 2025 State of Good Repair budget under code SGR040. (Req 15456, PM Ryan Gardner)

- ***Bi-Level Seating Reupholstery Service***

The FrontRunner maintenance department is seeking to contract with a supplier to provide ongoing reupholstery service of seats in thirty-eight (38) Bi-level passenger rail cars.

This procurement will be conducted as an IFB, where the contract award will be solely based on the lowest price. The base term of this contract is three (3) years, plus two (2) one-year options for extension.

Funding for this project is included in the approved 2025 State of Good Repair budget under code SGR040. (Req 15456, PM Ryan Gardner)

- ***S70 Track Brake Overhaul Material***

This is a procurement to contract with a firm to provide parts needed to overhaul Track Brakes on UTA's S70 Light Rail Vehicles.

The Contract is to procure 480 kits to overhaul all Track Brakes installed on the Light Rail Vehicles (LRVs) and additional spare units.

This procurement will be conducted as an IFB, where the contract award will be solely based on the lowest price.

The base term of this contract is three (3) year, plus two (2) one-year options for extension. Funding for this project is included in the approved 2025 State of Good Repair budget under code SGR040. (Req 15456, PM Ryan Gardner)

ATTACHMENTS:

N/A



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director

TITLE:

Fare Agreement: Education Pass (Mountainland Technical College)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to enter into an Education Pass Agreement with Mountainland Technical College.

BACKGROUND:

This July, UTA's Education Pass Agreement with Mountainland Technical College (MTECH) will expire (Fare Agreement 22-F0278 - approved by the Board of Trustees on July 13, 2022). MTECH and UTA wish to renew a contract to provide transit passes to college students, faculty, and staff. MTECH anticipates enrollment will modestly increase over the next few years.

DISCUSSION:

In the spirit of partnership, staff propose that MTECH and UTA sign a two-year Education Pass Agreement. This agreement will give all students, faculty, and staff (6,000 authorized users) access to premium transit. The value of this contract, \$67,000, was determined using a standard formula, which considers the number of authorized users, estimated usage, and the types of service expected to be utilized.

CONTRACT SUMMARY:

Contractor Name: Mountainland Technical College
Contract Number: 25-F28278

Base Contract Effective Dates:	August 1, 2025 through July 31, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$67,000
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement with the Mountainland Technical College and forego revenue and ridership.

FISCAL IMPACT:

2025 Contract Total: \$33,500

2026 Contract Total: \$33,500

Total revenue of \$67,000 generated over a two-year timeframe.

ATTACHMENTS:

- Fare Agreement: Education Pass (Mountainland Technical College)

UTA Contract Number: 25-F28278

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2025 (the "Effective Date") by and between **MOUNTAINLAND TECHNICAL COLLEGE**, whose address is 2301 West Ashton Blvd, Lehi, Utah 84043, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah.
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district.
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," and "B," attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

- 1. The term "Authorized User" includes all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.
- 2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.
- 3. The term "Contract Year" means the term of August 1 through July 31 of any school year during the term of this Agreement. The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is

electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

4. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA
5. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.
6. The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

- 1) **Term of Agreement.** The term of this Agreement shall be from the Effective Date to July 31, 2027.
- 2) **Issuance of Pass.** Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.
- 3) **Form of Pass.** Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.
- 4) **Authorized Users.** The number of Passes provided under this Agreement shall be 6,000 which represents 100% of the Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.
- 5) **Passes Recognized as Transit Fare.** So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.
- 6) **Passes are Non-Transferable.** An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee. Sponsor's Control of issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

- a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.
- b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.
- c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.
- d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

7) **Payment for Passes.**

- a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.
- b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.
- c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

8) **Confiscation of Passes and Unauthorized Use of Passes.** UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons

9) **Indemnification.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

- 10) **Termination.** This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.
- 11) **Other Interests.** No person not a party to this Agreement shall have any rights or entitlement of any nature under it.
- 12) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
- 13) **Costs and Attorney's Fees.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.
- 14) **Notices.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

**MOUNTAINLAND TECHNICAL
COLLEGE**

By: _____

Name: Jay Fox

Title: Executive Director

By: _____

Name: Kirt Michaels

Title: VP, Admin. Services

By: _____

Name: Viola Miller

Title: Chief Financial Officer

By: _____

Name: _____

Title: _____

Approved as to Form
Signed by:

By: _____ 6/18/2025
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Name: D. James Morgan

Title: UTA Legal Counsel

EXHIBIT "A"
BASE PURCHASE PRICE

Year	Price
2025-2026	\$33,500
2026-2027	\$33,500
Total 2025-2027	\$67,000

Fare Recognition Level:

- ☐ Local
- ☐ Premium

EXHIBIT "B"

PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR

Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred method for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Website User Guide provided during training.

TAPPING

Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director

TITLE:

Fare Agreement: Education Pass (Davis Technical College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Davis Technical College Ed Pass Purchase and Administration Agreement.

BACKGROUND:
UTA and Davis Technical College (Davis Tech) are longstanding partners dedicated to providing access to transit for the institution's students, faculty, and staff. Davis Tech pays for each trip taken by its authorized users on UTA services, and UTA gives Davis Tech a twenty-five (25) percent discount on the public fare. Davis Tech utilizes a UTA printed pass that is valid for use on all UTA services except for Paratransit and Ski Services. The current contract for Davis Tech (modification 21-F0205-3 as approved by the Board of Trustees on July 31, 2024) is set to expire July 31, 2025.

DISCUSSION:
In the spirit of partnership, UTA and Davis Tech wish to enter into a new contract for one year. The new contract term will be August 1, 2025 through July 31, 2026. All other terms of the pay per trip contract, including the discount of twenty-five percent will remain the same.

Revenue for this contract is estimated because Davis Tech is billed monthly based on actual trips during the contract period. Revenue estimates are made using ridership projections based on historical trends.

CONTRACT SUMMARY:

Contractor Name:	Davis Technical College
Contract Number:	25-F28287
Base Contract Effective Dates:	August 1, 2025 through July 31, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Projected to be \$45,000
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Not approve the agreement and forgo associated revenue.

FISCAL IMPACT:

Revenue is projected to be \$45,000.

ATTACHMENTS:

- Fare Agreement: Pass Purchase and Administration Agreement (Davis Technical College)

UTA Contract Number: 25-F28287

**PASS PROGRAM AGREEMENT
Davis Technical College**

This Pass Program Agreement ("Agreement") is made effective 1st day of August, 2025 (the "Effective Date") by and between, **DAVIS TECHNICAL COLLEGE**, whose address is 550 East 300 South, Kaysville, Utah 84037 (hereafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

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

WHEREAS, Administrator is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district; and

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

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

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B," and "C" attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

- 1.1. The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Ski-bus or Paratransit services.
- 1.2. The term "**Authorized User**" means all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor.
- 1.3. The term "**Cardholder**" means Administrator's Authorized Users who have been issued a pass in accordance with section 2.2 of this Agreement.
- 1.4. The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

TERMS AND CONDITIONS

- 2.1 **TERM.** This Agreement shall be in effect from Effective Date through July 31, 2026.

- 2.2 PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.
- 2.3 PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.
- 2.4 NON-TRANSFERRABLE.** A Pass is not transferable. However, Administrator may issue a replacement Pass for a Pass that is lost, stolen or replaced because of a terminated Cardholder. Administrator will deactivate a lost, stolen or replaced Pass using the UTA partners website, www.tap2rideuta.com.
- 2.5 ISSUING PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
- 2.6 PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay UTA monthly. Payment is calculated using the base one-way fare for each trip per the service type authorized in Exhibit "B" for each trip during the preceding month, which shall be discounted by twenty-five (25.0%) based on Administrator's commitment to transit. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
- 2.7 CALCULATION OF FARES.** Payment of fares shall be calculated as follows:
- a. The number of trips for each month is determined by UTA's Electronic Fare Collection system. The applicable base one-way fare will be applied to each trip, see Exhibit "B."
 - b. UTA reserves the right to charge a fare based on a two-month trailing average of trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as determined by UTA in UTA's sole discretion.
 - c. The base-one way fare rates are the rates posted on UTA's website www.rideuta.com and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The base-one way fare rate will be charged at the rate in effect at the time of the Trip.

- 2.8 INVOICES.** UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the amount of applicable discount. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice. UTA shall charge and Administrator shall pay a one percent (1%) late fee on undisputed balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice. If Customer wishes to dispute a balance due it must provide notice prior to the invoice due date or it waives its objection. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.
- 2.9 CARDHOLDER RULES.** Administrator acknowledges that it is responsible for ensuring that its Authorized Users are made aware of the rules provided to Administrator with the initial Pass order, including but not limited to the requirement that all Cardholders are required to "tap on" and "tap off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine pursuant to UTA Ordinances. In addition, Administrator shall notify Authorized Users that Passes are not transferable and should not be shared with any other person.
- 2.10 ISSUING REPLACEMENT PASSES.** Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website www.tap2rideuta.com.
- 2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS.** Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.
- 2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS.** Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.
- 2.13 SECURITY TERMS.** Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.
- 2.14 DEACTIVATING PASSES.** Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.
- 2.15 CONFISCATION OF PASSES.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. To accommodate a Bona Fide Emergency affecting one of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxicab. An Administrator's Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

- a. For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed Administrators pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.
- b. For purposes of this Agreement, the term "Immediate Family Member" means a spouse, child, stepchild of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least sixty (60) days prior to the termination date.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated, and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA may request to perform a non-intrusive inspection of Pass issuance records no more than once every 3 years using an inspection manner and method which is satisfactory to both Parties. Administrator's consent shall not unreasonably be withheld. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other

purpose.

- 2.20 RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement if requested by UTA.

MISCELLANEOUS

- 3.1 THIRD PARTY INTERESTS.** Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 3.2 ENTIRE AGREEMENT.** This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 3.3 COSTS AND ATTORNEY'S 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.
- 3.4 NOTICES.** All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

	<u>If to Administrator</u>	<u>If to UTA</u>
Administrator:	<u>Davis Technical College</u>	Utah Transit Authority
ATTN:	<u>Samantha Cusenza</u>	ATTN: Jordan Eves
Address:	<u>550 E. 300 S.</u>	669 West 200 South
Address 2:		
City, State, Zip	<u>Kaysville, UT 84037</u>	Salt Lake City, UT 84101
Email:	<u>samantha.cusenza@davistech.edu</u>	<u>jeves@rideuta.com</u>

- 3.5 INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

- 3.6 NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332 and the Utah Antidiscrimination Act (UCA 34A-5-101) as applicable to a religious organization.
- 3.7 DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. If Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.
- 3.8 SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 3.9 AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- 3.10 INDEMINIFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 3.11 GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- 3.12 WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
- 3.13 NO PUBLICITY.** Neither party may use the other party's name, likeness, trademark, service mark, logo, or other identifying information, except as provided herein. UTA will not include Administrator, affiliates, or Salt Lake City Corporation in public customer lists, or otherwise imply their endorsement or relationship, in any form whether orally, online or in

print, except with prior written authorization from Administrator for a specific referral instance, which authorization may be withheld or revoked at any time at Administrator's sole discretion. Notwithstanding the above, the Parties acknowledge UTA's obligation to comply with the Utah Government Records Access Management Act (GRAMA) as it pertains to UTA's customer records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

ADMINISTRATOR

By: Davis Technical College Date: 6/13/2025

Name: Samantha Cusenza

Title: Associate Vice President of Student Success

Approved as to Form

Signed by: James Morgan Date: 6/17/2025

Name: James Morgan

Title: Assistant Attorney General

EXHIBIT A
Pass Program Configuration

A1. Form of Passes

- ☐ UTA-Printed Passes
- ☐ Administrator-Printed Passes

A2. Administrator Personnel

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

<u>Brittney Maynard</u>	<u>Director of Student Services</u>	<u>Brittney.maynard@</u>
First & Last Name	Title	Email Address
		<u>danistech.edu</u>

A3. Form of Payment

- ☐ Checks
Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101
- ☐ ACH information available upon request
- ☐ Wire information available upon request

EXHIBIT B
Base One-Way Fare Schedule and Authorized UTA Services

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 - \$9.70	\$5.50	\$5.00

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$0.60	\$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. See UTA's website www.rideuta.com for additional information.

EXHIBIT C

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate, and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards if the intent is to integrate electronic contactless technology into a picture identification card or building access badge.

Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary, it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are

assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's

requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director

TITLE:

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

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter a one-year Pass Purchase and Administration Agreement with Salt Lake City Corporation.

BACKGROUND:
UTA and Salt Lake City Corporation (SLC Corp.) are longstanding partners dedicated to mitigating traffic and air pollution (the prior agreement, 24-F28214, was approved by the Board of Trustees on July 31, 2024) . In the spirit of that partnership, the two parties collaborate to provide SLC Corp. employees with a transit pass benefit through a Pass Purchase and Administration Agreement. Employees can opt in or out to receive a UTA transit pass and SLC Corp. pays for each trip taken by their authorized users on UTA transit services. SLC Corp. receives a discount of five percent (5%) that is applied to their monthly invoice and the discount is calculated based on the number of trips taken in the prior contract year. The program and discount are in line with similar entities of the same type and population.

DISCUSSION:
Both UTA and SLC Corp. wish to enter into a new contract for one (1) year. The new contract term will begin July 1, 2025 through June 30, 2026. All other terms of the contract, including the five percent (5%) discount will remain the same. Revenue for this contract is estimated because SLC Corp. is billed monthly based on actual trips during the contract period. Revenue estimates are made using ridership projections based on historical trends.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City Corporation
Contract Number:	25-F28285
Base Contract Effective Dates:	July 1, 2025 through June 30, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Projected to be \$94,000
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement with SLC Corp. and require the authorized users to purchase fare using other methods.

FISCAL IMPACT:

2025 Contract Total: \$94,000

Revenue is estimated to be \$94,000 and is expected to be equivalent to the previous year's contract (2024-25).

ATTACHMENTS:

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

UTA Contract Number: 25-F28285

**PASS PROGRAM AGREEMENT
2025 - 2026**

This Pass Program Agreement (“Agreement”) is made effective the 1st day of July 2025 (the “Effective Date”) by and between, SALT LAKE CITY CORPORATION, a Utah municipal corporation (“Administrator”) and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter “UTA”).

RECITALS

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

WHEREAS, Administrator is an entity that hires employees who work within the public transit district; and

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

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

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits “A,” “B,” and “C” attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

- 1.1. The term “**Authorized Services**” means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Ski-bus or Paratransit services.
- 1.2. The term “**Authorized User**” means all persons employed by Administrator.
- 1.3. The term “**Cardholder**” means Administrator’s Authorized Users who have been issued a pass in accordance with section 2.2 of this Agreement.
- 1.4. The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

TERMS AND CONDITIONS

- 2.1 **TERM.** This Agreement shall be in effect from Effective Date through June 30, 2026.

- 2.2 PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.
- 2.3 PASS RECOGNIZED AS TRANSIT FARE.** For the term of this Agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.
- 2.4 NON-TRANSFERRABLE.** A Pass is not transferable. However, Administrator may issue a replacement Pass for a Pass that is lost, stolen or replaced because of a terminated Cardholder. Administrator will deactivate a lost, stolen or replaced Pass using the UTA partners website, www.tap2ride.com/uta-partners.
- 2.5 ISSUING PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
- 2.6 PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay UTA monthly. Payment is calculated using the base one-way fare for each trip per the service type authorized in Exhibit "B" for each trip during the preceding month, which shall be discounted by 5.0% based on Administrator's commitment to transit. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
- 2.7 CALCULATION OF FARES.** Payment of fares shall be calculated as follows:
- a. The number of trips for each month is determined by UTA's Electronic Fare Collection system. The applicable base one-way fare will be applied to each trip, see Exhibit "B."
 - b. UTA reserves the right to charge a fare based on a two-month trailing average of trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as determined by UTA in UTA's sole discretion.
 - c. The base-one way fare rates are the rates posted on UTA's website www.rideuta.com and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The base-one way fare rate will be charged at the rate in effect at the time of the Trip.

- 2.8 INVOICES.** UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the amount of applicable discount. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice. UTA shall charge and Administrator shall pay a one percent (1%) late fee on undisputed balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice. If Customer wishes to dispute a balance due it must provide notice prior to the invoice due date or it waives its objection. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.
- 2.9 CARDHOLDER RULES.** Administrator acknowledges that it is responsible for ensuring that its Authorized Users are made aware of the rules provided to Administrator with the initial Pass order, including but not limited to the requirement that all Cardholders are required to "tap on" and "tap off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine pursuant to UTA Ordinances. In addition, Administrator shall notify Authorized Users that Passes are not transferable and should not be shared with any other person.
- 2.10 ISSUING REPLACEMENT PASSES.** Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website www.tap2rideuta.com.
- 2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS.** Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.
- 2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS.** Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.
- 2.13 SECURITY TERMS.** Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. To accommodate a Bona Fide Emergency affecting one of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxicab. An Administrator's Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

a. For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed by Administrator's pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.

b. For purposes of this Agreement, the term "Immediate Family Member" means a spouse, child, stepchild of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least sixty (60) days prior to the termination date.

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MISCELLANEOUS

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- Page 6 of 12

evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

- 3.11 WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
- 3.12 NO PUBLICITY.** Neither party may use the other party's name, likeness, trademark, service mark, logo, or other identifying information, except as provided herein. UTA will not include Administrator, affiliates, or Salt Lake City Corporation in public customer lists, or otherwise imply their endorsement or relationship, in any form whether orally, online or in print, except with prior written authorization from Administrator for a specific referral instance, which authorization may be withheld or revoked at any time at Administrator's sole discretion. Notwithstanding the above, the Parties acknowledge each Party's obligation to comply with the Utah Government Records Access Management Act (GRAMA) as it pertains to UTA's and Administrator's respective customer records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY

SALT LAKE CITY CORPORATION

By: _____ Date: _____
Name: _____
Title: _____

By: Lori Gaitin Date: 06/20/2025
Name: Lori Gaitin
Title: Benefit Program Manager

By: _____ Date: _____
Name: _____
Title: _____

Approved As To Form
Salt Lake City Attorney's Office
Sign: Jaysen Oldroyd
Name: Jaysen Oldroyd

Approved as to Form

Signed by:
By: James Morgan Date: 6/23/2025
B720C03671B4489...
Name: James Morgan
Title: Assistant Attorney General

EXHIBIT A
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- ☐ UTA-Printed Passes
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Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Ski Service
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- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available, go to UTA’s partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary, it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of such cards, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Daniel Hofer, Director - Capital Programming and Support

TITLE:

TBA2025-07-01 - Technical Budget Adjustment - 2025 Capital Program

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve TBA2025-07-01 to authorize transfer of \$5,837,000 between various projects within the 2025 Capital Budget as presented.

BACKGROUND:

Board Policy 2.3 Budget allows the Board of Trustees to amend or supplement the Authority's budget at any time after its adoption. The Board may do this through a Technical Budget Adjustment (TBA) when the request does not increase budget authority, or through a Budget Amendment, after consultation with the Local Advisory Council, when an increase in the annual appropriation authority is requested.

DISCUSSION:

This proposed Technical Budget Adjustment will transfer a total of \$5,837,000 between 33 projects, plus the Capital Contingency, within UTA's 2025 capital budget to aid in project delivery this year.

These adjustments should better align the affected projects with the planned 2025 milestones and anticipated expenditure amounts for the projects through the end of 2025.

Tables found in the attached exhibit show the full impact of this Technical Budget Adjustment.

ALTERNATIVES:

The Board may reject or request revisions to the requested Technical Budget Adjustment. The impact of this would be UTA would not be able to complete projects, or projects could be delayed due to lack of funding.

FISCAL IMPACT:

The proposed TBA of \$5,837,000 will be funded by the approved 2025 Capital Budget. Funds will be redistributed among the projects described in the presentation and supplemental material contained within this packet.

If TBA is approved, there will be a balance remaining in the Capital Contingency of \$5,862,000. The funding source amounts for the Capital Contingency line are as follows: \$555,000 in Bonds, \$1,566,000 in Grant funds, \$1,037,000 in State funds, \$276,000 in Local Partner funds, and \$2,428,000 in UTA funds. UTA funds in the contingency line remain unchanged. This TBA would have a net increase of \$1,346,000 to the Capital Contingency.

There is no increase in budget authority. There is no impact on UTA's Fund Balance.

ATTACHMENTS:

- TBA2025-07-01 Technical Budget Adjustment - Capital
- TBA2025-07-01 Funding Transfer Rationale Detail

UTAH TRANSIT AUTHORITY
2025 CAPITAL BUDGET
July 9, 2025

REF#: TBA2025-07-01

Date: July 9, 2025

Funding Sources		Adopted 2025 Budget	Technical Budget Adjustment	Adjusted 2025 Capital Budget
1	UTA Current Year Funding	\$ 96,314,000		\$ 96,314,000
2	Grants	127,571,000		127,571,000
3	Local Partner Contributions	5,020,000		5,020,000
4	State Contribution	45,619,000		45,619,000
5	Leasing	32,652,000		32,652,000
6	Bonds	23,055,000		23,055,000
7	Total Funding Sources	330,231,000	-	330,231,000
Expense				
8	Capital Services	272,763,000	(2,138,000)	270,625,000
	FMA679 - Building Remodels/Reconfigurations	1,000,000	233,000	1,233,000
	FMA680 - Suicide Prevention Research Project	2,000	64,000	66,000
	FMA688 - Lab Building FLHQ Demolition/Parking Lot	60,000	350,000	410,000
	FMA694 - Electric Bus Chargers	299,000	(250,000)	49,000
	MSP205- Tiger Program of Projects	241,000	(235,000)	6,000
	MSP207 - 3300/3500 South Max EXP\Optimization	793,000	170,000	963,000
	MSP208 - Clearfield FR Station Trail	1,471,000	400,000	1,871,000
	MSP216 - Point of the Mountain Transit	450,000	5,000	455,000
	MSP224 - UTA ADA Bus Stop Improvements UTCO	327,000	(327,000)	-
	MSP248 - Planning & Environmental Analysis	305,000	(100,000)	205,000
	MSP254 - TechLink	2,500,000	(2,100,000)	400,000
	MSP262 - SL Central HQ Office	2,652,000	180,000	2,832,000
	MSP267 - New Maintenance Training Facility	4,706,000	(820,000)	3,886,000
	MSP301 - Federal Bus Stops 5339	722,000	590,000	1,312,000
	REV236 - VW Battery Buses	360,000	75,000	435,000
	SGR370 - Red Signal Enforcement	326,000	(300,000)	26,000
	SGR390 - Jordan River #2 Remodel	7,380,000	820,000	8,200,000
	SGR403 - Train Control Rehab & Replacement	7,000,000	(400,000)	6,600,000
	SGR407 - Bus Stop Enhancements	1,700,000	107,000	1,807,000
	SGR410 - Fiber Rehab/Replacement	1,849,000	(600,000)	1,249,000
9	Enterprise Strategy	18,592,000	125,000	18,717,000
	ICI179 - Network Infrastructure Equipment & Software	500,000	600,000	1,100,000
	ICI230- Operations System	6,183,000	(175,000)	6,008,000
	ICI235 - ERP Phase 2: Procurement	300,000	(300,000)	-
10	Executive Director (Safety)	1,760,000	-	1,760,000
11	Finance	21,751,000	2,066,000	23,817,000
	MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	-	50,000	50,000
	MSP302 - FFY 2024 O/L 5310	351,000	100,000	451,000
	MSP303 - FFY 2023 O/L 5310	400,000	250,000	650,000
	MSP305 - FFY 2023 SL/WV 5310	1,000,000	320,000	1,320,000
	MSP999 - Capital Contingency	4,516,000	1,346,000	5,862,000
12	Operations	10,430,000	52,000	10,482,000
	FMA652 - Facilities, Equipment Managed Reserve	825,000	(125,000)	700,000
	FMA653 - Facilities Rehab/Replacement	1,847,000	75,000	1,922,000
	FMA672 - Park & Ride Rehab/Replacement	400,000	50,000	450,000
	FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	5,000	52,000	57,000
13	People	2,470,000	(75,000)	2,395,000
	MSP319 - Bus Maintenance Training	75,000	(75,000)	-
14	Planning & Engagement	2,465,000	(30,000)	2,435,000
	MSP268 - Optical Detection Next Steps	60,000	(30,000)	30,000
15	Grand Total	330,231,000	-	330,231,000

TBA2025-07-01 Funding Transfer Rationale Detail

<u>Project ID and Name</u>	<u>2025 Adopted Budget</u>	<u>July 9th TBA</u>	<u>2025 Adjusted Budget</u>	<u>Rationale</u>
MSP254 - TechLink	\$ 2,500,000	\$ (2,100,000)	\$ 400,000	Project going to UDOT, remaining funds to cover UTA expenses.
MSP267 - New Maintenance Training Facility	\$ 4,706,000	\$ (820,000)	\$ 3,886,000	The TTEC Facility Construction. Contractor pricing came in less than anticipated. Reallocating to fill other project gaps.
SGR410 - Fiber Rehab/Replacement	\$ 1,849,000	\$ (600,000)	\$ 1,249,000	SGR project to replace existing Fiber lines throughout UTA's system. Reallocating funds needed to fill gaps in other projects.
SGR403 - Train Control Rehab & Replacement	\$ 7,000,000	\$ (400,000)	\$ 6,600,000	Reallocating funds needed to fill gaps in other projects.
MSP224 - UTA ADA Bus Stop Improvements UTCO	\$ 327,000	\$ (327,000)	\$ -	Project to install new bus stops in Utah County. MAG approved moving funds to the MSP286- Utah County Park and Ride project. Will be added to the 2026 Capital Budget.
ICI235 - ERP Phase 2: Procurement	\$ 300,000	\$ (300,000)	\$ -	Phase I of the JDE system replacement. Initial phase cost came back more than expected. May look to do this in 2026.
SGR370 - Red Signal Enforcement	\$ 326,000	\$ (300,000)	\$ 26,000	This is a light rail system operational enhancement to provide more positive control over stopping at red signals. Project was cancelled. Reallocating funds needed to fill gaps in other projects.
FMA694 - Electric Bus Chargers	\$ 299,000	\$ (250,000)	\$ 49,000	Project to install UTA Bus Chargers throughout our system. Project has been delayed. Will start in earnest in 2026.
MSP205- Tiger Program of Projects	\$ 241,000	\$ (235,000)	\$ 6,000	Project complete. Can distribute funds to fill gaps in other projects.
ICI230- Operations System	\$ 6,183,000	\$ (175,000)	\$ 6,008,000	The Trapeze EAM system implementation. Project anticipates spending just under \$5M this year. Set for completion in 2026.
FMA652 - Facilities, Equipment Managed Reserve	\$ 825,000	\$ (125,000)	\$ 700,000	Better aligns with planned spend for the year.
MSP248 - Planning & Environmental Analysis	\$ 305,000	\$ (100,000)	\$ 205,000	Project used to handle minor capital planning and environmental projects. Spend plan is less than the full budget for the year. Reallocating funds needed to fill gaps in other projects.
MSP319 - Bus Maintenance Training	\$ 75,000	\$ (75,000)	\$ -	Project to provide bus maintenance training. Funds going to deliver training in existing Gillig Contract under the REV236 project.
MSP268 - Optical Detection Next Steps	\$ 60,000	\$ (30,000)	\$ 30,000	Project is wrapping up. Amount left to cover existing obligations.
MSP216 - Point of the Mountain Transit	\$ 450,000	\$ 5,000	\$ 455,000	Project occurring in conjunction with UDOT for the Point of the Mountain. Additional funds increases UTA funds to \$50,000 to spend this year, which is required for state funding.
FMA672 - Park & Ride Rehab/Replacement	\$ 400,000	\$ 50,000	\$ 450,000	This is a SGR project used for maintaining UTA's park and ride lots. Additional funding needed for striping and overlays. Aligns project budget with planned spend for 2025.
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	\$ -	\$ 50,000	\$ 50,000	Funds shifted from MSP321 to close out grant.
FMA691 - Fuel master installation	\$ 5,000	\$ 52,000	\$ 57,000	Installs UTA's Fuel Master system at Meadowbrook and Mt Ogden. This system monitors fuel usage at UTA facilities. Project was completed last year. UTA received a late invoice in 2025 for work completed in 2024.
FMA680 - Suicide Prevention Research Project	\$ 2,000	\$ 64,000	\$ 66,000	FTA grant project where UTA did some suicide mitigation efforts at a couple locations in our system. Enhancements included security camera monitoring, signage, and community education. Funds needed to fulfil requirements on grant that will close this year.
FMA653 - Facilities Rehab/Replacement	\$ 1,847,000	\$ 75,000	\$ 1,922,000	Additional funds needed to complete 2025 plans.
REV236 - VW Battery Buses	\$ 360,000	\$ 75,000	\$ 435,000	This project is a project that allowed UTA to purchase several electric buses and charging equipment. This contract had a training line in it that UTA hasn't utilized yet. Funds needed for delivery training in existing Gillig Contract.
MSP302 - FFY 2024 O/L 5310	\$ 351,000	\$ 100,000	\$ 451,000	This is a 5310 Coordinated Mobility project. Additional funds to align with grant totals.
SGR407 - Bus Stop Enhancements	\$ 1,700,000	\$ 107,000	\$ 1,807,000	Project used for bus stop construction and amenities. Additional funds needs to finish 2025 plans and provide a small contingency amount. Aligns project budget with planned spend for 2025.

<u>Project ID and Name</u>	<u>2025 Adopted Budget</u>	<u>July 9th TBA</u>	<u>2025 Adjusted Budget</u>	<u>Rationale</u>
MSP207 - 3300/3500 South Max EXP\Optimization	\$ 793,000	\$ 170,000	\$ 963,000	Project provided new bus stops as well as signal enhancements along 3500 South. Project is wrapping up. Funds are to finish the last few stops. Aligns project budget with planned spend for 2025.
MSP262 - SL Central HQ Office	\$ 2,652,000	\$ 180,000	\$ 2,832,000	Work is progressing to schematic design completion. Current change orders take schematic design to 80%. This is to take it to 100%. Additional funds needed to complete 2025 plans for schematic design.
FMA679 - Building Remodels/Reconfigurations	\$ 1,000,000	\$ 233,000	\$ 1,233,000	Project is to do small remodel and rehabilitations throughout UTA's facilities. These funds are to complete additional projects within 2025.
MSP303 - FFY 2023 O/L 5310	\$ 400,000	\$ 250,000	\$ 650,000	This is a 5310 Coordinated Mobility project. Funds needed to cover anticipated obligations to finish contract.
MSP305 - FFY 2023 SL/WV 5310	\$ 1,000,000	\$ 320,000	\$ 1,320,000	This is a 5310 Coordinated Mobility project. Additional funds to align with grant totals.
FMA688 - Lab Building FLHQ Demolition/Parking Lot	\$ 60,000	\$ 350,000	\$ 410,000	Project was to demo the old Lab building at FLHQ and install additional parking. Building has been torn down. Working to secure permit and then begin the parking lot construction. Funds needed for parking lot construction in 2025.
MSP208 - Clearfield FR Station Trail	\$ 1,471,000	\$ 400,000	\$ 1,871,000	Project connects the Clearfield FrontRunner Station to the Freeport Center to the west via a pedestrian trail. Additional funding needed for additional fencing (Safety Dept request) and some additional construction oversight funding. Aligns project budget with planned spend for 2025 and to complete project.
MSP301 - Federal Bus Stops 5339	\$ 722,000	\$ 590,000	\$ 1,312,000	Bus stop construction project. Funds needed to progress towards bus stop delivery in 2025.
ICI179 - Network Infrastructure Equipment & Software	\$ 500,000	\$ 600,000	\$ 1,100,000	Aligns project budget with planned spend for 2025. Project should finish in 2025.
SGR390 - Jordan River #2 Remodel	\$ 7,380,000	\$ 820,000	\$ 8,200,000	Aligns project budget with planned spend for 2025. Project should finish in 2025.
MSP999 - Capital Contingency	\$ 4,516,000	\$ 1,346,000	\$ 5,862,000	Increase due to remaining funds from TechLink project going to UDOT.
	\$ 50,605,000	\$ -	\$ 50,605,000	



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Office
PRESENTER(S): Alisha Garrett, Chief Enterprise Strategy Office

TITLE:

UTA Strategic Plan Performance Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

In December 2022 the Board of Trustees adopted the 2022-2030 Agency Strategic Plan which sets the Agency mission and vision. The Plan encompasses the following five strategic priorities: Moving Utahns to a Better Quality of Life, Exceeding Customer Expectations, Achieving Organizational Excellence, Building Community Support and Generating Economic Return. Each of these priorities has goals and desired outcomes associated with them.

DISCUSSION:

A performance report on UTA's Strategic Plan will be presented at the Board meeting. This will be the third performance report on the Strategic Plan since its adoption. Information contained within this report reflects on UTA's achievements and performance since the last report out and year to date in 2025 in relation to each of the strategic priorities and their associated goals and objectives. This report also contains high level annual operational goals set by the Executive Team to continue to activate the Agency plan.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

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

TITLE:

Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):

- Pending or Reasonably Imminent Litigation
- Purchase, Exchange, or Lease of Real Property
- Sale of Real Property

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session in accordance with Utah Code 52-4-205 (1).

BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purpose of this closed session is to discuss:

- Pending or reasonably imminent litigation.

See Utah Code 52-4-205 (1) (c)

- 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:

- I. Disclose the appraisal or estimated value of the property under consideration; or
- II. Prevent the public body from completing the transaction on the best possible terms.

See Utah Code 52-4-205 (1) (d)

- The sale of real property, including any form of a water right or water shares, if:
 - I. Public discussion of the transaction would:
 - A. Disclose the appraisal or estimated value of the property under consideration; or
 - B. Prevent the public body from completing the transaction on the best possible terms;
 - II. The public body previously gave public notice that the property would be offered for sale; and
 - III. The terms of the sale are publicly disclosed before the public body approves the sale.

See Utah Code 52-4-205 (1) (e)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): David Hancock, Chief Capital Services Officer
Paul Drake, Director of Real Estate & TOC

TITLE:

R2025-07-01 - Resolution Approving the Membership Interest Purchase and Sale Agreement in the Jordan Valley Transit Oriented Development

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve a Resolution for the sale of UTA's membership interest in Bangerter Station LLC and authorize the Executive Director to execute a Membership Interest Purchase and Sale Agreement.

BACKGROUND:

In 2010, UTA entered into an operating agreement with Bangerter Station Associates (a development entity owned by Boulder Ventures Development), forming Bangerter Station, LLC and laying the framework to develop land adjacent to the Jordan Valley TRAX Station. Since then, the partnership has overseen the completion of four development phases, consisting of approximately 720 residential units and 5,000 sf of retail. UTA staff have concluded that it would be in the best interest of UTA to divest its ownership interest in Bangerter Station LLC.

The Utah Public Transit District Act requires the UTA Board approve transactions with a value of \$250,000 or more. Board Policy 5.3 requires that real estate transitions with a value of \$1,000,000 or more be approved by resolution.

DISCUSSION:

Current market conditions have led UTA staff to believe that it is in UTA's best interest to divest itself of its membership interest in Bangerter Station LLC at this time. The negotiated sale price is considered fair and reasonable by multiple industry experts who were consulted by UTA Staff.

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CONTRACT SUMMARY:

Contractor Name:	Bangerter Station Associates, LLC
Contract Number:	To be Announced
Base Contract Effective Dates:	July 10, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	To Be Announced
Procurement Method:	Negotiated Settlement
Budget Authority:	N/A

ALTERNATIVES:

Reject offer and risk experiencing a loss in value of UTA's membership interest.

FISCAL IMPACT:

Proposed proceeds to UTA and associated terms are included in the offer.

ATTACHMENTS:

Resolution and supporting documents will be provided following conclusion of Board Meeting.