



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 13, 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** Nichol Bourdeaux
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of July 23, 2025, Board Meeting Minutes
 - b. Quarterly Disbursement Report - Non-Inventory Vendors - Q2 2025
 - c. Quarterly Disbursement Report - Vehicle Parts Inventory Vendors - YTD Q2 2025
 - d. Disbursement: Payment for Worker's Compensation Claim #WC-0082650-01
6. **Reports**
 - a. Executive Director Report Jay Fox
 - UTA Memorial - Elizabeth Strasburg
 - UTA Recognition - 50 Years of Service
 - b. Strategic Plan Minute: Quality of Life - Electrification Optimization Jay Fox
 - c. Financial Report - June 2025 Viola Miller
Brad Armstrong
 - d. Investment Report - Second Quarter 2025 Brian Reeves
 - e. Capital Program Report - Second Quarter 2025 Jared Scarbrough
Daniel Hofer

- f. Committee on Accessible Transportation (CAT) -
Annual Report
- Kenya Fail
Amanda Salmon
Ken Duke

7. Budget and Other Approvals

- a. TBA2025-08-01 - Technical Budget Adjustment -
2025 Operating Budget
- Viola Miller
Brad Armstrong
- b. TBA2025-08-02 - Technical Budget Adjustment -
2025 Capital Program
- Viola Miller
Daniel Hofer

8. Contracts, Disbursements and Grants

- a. Contract: Master Task Ordering Agreement - Bond
Underwriting Services Pool (Goldman Sachs & Co.
LLC)
- Brian Reeves
- b. Contract: Master Task Ordering Agreement - Bond
Underwriting Services Pool (Morgan Stanley)
- Brian Reeves
- c. Contract: Jordan River Building 2 Furniture
(Workspace Elements)
- David Osborn
- d. Contract: Federal Railroad Administration (FRA)
Crash Memory Modules (Dell Marketing)
- Travis King
- e. Contract: Secondary Data Site (Tonaquint Data
Centers, LLC DBA ValorC3 Data Centers)
- Kyle Brimley
- f. Contract: MVX Network Equipment (CVE
Technologies Group, Inc.)
- Kyle Brimley
- g. Contract: Granicus/Legistar - Board Meeting
Management Software (Carahsoft Technology
Corporation)
- Kyle Brimley
- h. Contract: FrontRunner (FR2X) Second Cooperative
Agreement (Utah Department of Transportation)
- Jared Scarbrough
Janelle Robertson
- i. Revenue Contract: Transit Transportation
Investment Program Funds (TTIF) Cooperative
Funding Agreement for Davis-Salt Lake City
Community Connector Project (Utah Department of
Transportation)
- Tracy Young
Patti Garver
- j. Change Order: Construction Design Services for
S-Line Extension Phase 1 Pre-Construction Change
Order 2 - Special Trackwork & Switch Machines
(Kiewit Infrastructure West Co.)
- Jared Scarbrough

- k. Change Order: TRAX and FrontRunner Rail Platform Real Time Digital Signage Equipment Modification 1 - Additional LED Signs (International Display Systems, Inc.) Kyle Brimley
- l. Change Order: Supplemental Transportation Services Contract Service Order No. 3 - 2025-2026 Ski Service (Innovative Transportation Solutions, Inc., DBA The Driver Provider) Hal Johnson
Shaina Quinn
- m. Change Order: On-Call Systems Maintenance Contract Task Order #25-015 - State of Good Repair Grade Crossing Gate Rehab (Rocky Mountain System Services) David Osborn
- n. Change Order: On-Call Systems Maintenance Contract Task Order #25-016 - Signal Design for Six (6) Interlockings (Rocky Mountain System Services) David Osborn
- o. Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-009 - Interlocking Procurement (Stacy and Witbeck, Inc.) David Osborn
- p. Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-023 - Fireclay Ave. TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.) David Osborn
- q. Pre-Procurements Todd Mills
 - Financial Auditing Firm for 2026-2030 Financial Audits
 - Private Transportation Provider for UTA's Mobility Zones

9. Service and Fare Approvals

- a. Fare Agreement: Education Pass (University of Utah) Monica Howe
- b. Fare Agreement: Special Events Agreement (University of Utah) Monica Howe

10. Other Business

Chair Carlton Christensen

- a. Next Budget Work Session: Thursday, August 14, 2025 at 9:00 a.m.
- b. Next Regular Board Meeting: Wednesday, September 10, 2025 at 9:00 a.m.

- 11. Closed Session** Chair Carlton Christensen
- a. Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):
- Collective Bargaining
 - Pending or Reasonably Imminent Litigation
- 12. Open Session** Chair Carlton Christensen
- 13. 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_08-13-25 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, August 12th 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.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

TITLE:

Approval of July 23, 2025, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the July 23, 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, July 23, 2025, at 9:00 a.m.

Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/1010773.html>](https://www.utah.gov/pmn/sitemap/notice/1010773.html) and video feed is available through the [UTA Public Meeting Portal <https://rideuta.legistar.com/MeetingDetail.aspx?ID=1243572&GUID=FE0CF9DB-7DD6-4FEB-8685-0A355863CEB9>](https://rideuta.legistar.com/MeetingDetail.aspx?ID=1243572&GUID=FE0CF9DB-7DD6-4FEB-8685-0A355863CEB9).

ATTACHMENTS:

1. 2025-07-23_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 23, 2025

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:02 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Jay Fox, UTA Executive Director, delivered a brief safety message.

4. Public Comment

(To view public comment in its entirety, see the meeting video located at <https://rideuta.granicus.com/player/clip/377>.)

In Person/Virtual Comment

In person comment was given by Michael Kroll and online comment was given by Alex Keller.

Kroll spoke about transit connections and requested Sunday FrontRunner and late-night service to support transit use when traveling to and from local airports.

Keller spoke in support of better transit options to airports, specifically the Provo airport, as well as extended service hours and increased frequency on all UTA modes.

Online Comment

No online comment was received.

5. Consent**a. Approval of July 9, 2025, Board Meeting Minutes**

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

6. Reports**a. Executive Director Report**

- **Update on Bond Sale**
- **UTA Commendation - Operator Patrick Randall**

Update on Bond Sale

Jay Fox was joined by Viola Miller, UTA Chief Financial Officer.

Miller reported on UTA's recent bond-related transaction results, which include the following:

- Tendering: \$221 million
- Issuance: \$128 million to support new projects
- Refunding: \$188 million in debt (net present value savings of \$18 million)

Miller noted UTA showed good standing in the market with stable, positive rating, and will provide a complete report in September.

UTA Commendation - Operator Patrick Randall

Jay Fox was joined by Camille Glenn, UTA Regional General Manager - Salt Lake and Mt. Ogden Service Units.

Glenn recognized Patrick Randall, UTA Operator, for his actions to ensure public safety following an active shooter incident that occurred during a recent "No Kings" protest.

b. Strategic Plan Minute: Exceeding Customer Expectations - Launch Qualtrics

Jay Fox reported on the launch of Qualtrics as UTA's primary survey and analytics tool. The tool will be used to obtain and evaluate data from internal and external sources.

c. Discretionary Grants Report

Tracy Young, UTA Grants Director, reviewed proposed grant applications, which include:

- FFY25 Federal Transit Administration (FTA) Bus and Bus Facilities: 25 Diesel Vehicles and Workforce Training
- FFY25 FTA Low and No Emission: 24 Compressed Natural Gas Vehicles and Workforce Training
- Davis County FY2025 3rd Quarter Funds: Davis-Salt Lake Community Connector

Discussion ensued. Questions on alignment between grant applications and fleet management plan were posed by the board and answered by Young.

7. Resolutions

- a. R2025-07-02 - Resolution Authorizing Execution of Addendum 9 to the Salt Lake City Transit Master Plan, Interlocal Agreement for 2025-2026 Frequent Transit Network Routes

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Jaron Robertson, UTA Director of Planning.

Robertson summarized the resolution, which authorizes execution of Addendum 9 to the Salt Lake City Transit Master Plan Interlocal Agreement. The addendum specifies funding from Salt Lake City in the amount of \$6,277.036.60 to support frequent transit network (FTN) routes for 2025-2026.

Discussion ensued. Questions on the transit propensity on the FTN routes, cost annualization, future route plans, and National Transit Database (NTD) information utilization were posed by the board and answered by staff.

Chair Christensen suggested correlating information on growth patterns in Salt Lake City and transit corridors.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

- a. **Contract: Low Voltage Power Supply Kits (KB Rail Canada Inc.)**

Kyle Stockley, UTA Director of Capital Vehicles, requested the board approve a \$276,500 contract with KB Rail Canada Inc. for 20 low voltage power supply unit replacements for light rail vehicles.

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

- b. **Contract: Hand-Held Radios (Motorola Solutions, Inc.)**

Jason Petersen, UTA Police Captain, requested the board approve a \$375,909.46 contract with Motorola Solutions, Inc. for police handheld radios.

Discussion ensued. A question on the radio system utilized by the State of Utah was posed by the board and answered by Petersen.

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

c.

Ann Green-Barton, UTA Chief People Officer, was joined by JD Tazoi, UTA Director of Total Rewards.

Tazoi requested the board approve a not-to-exceed \$468,600 contract with Nottingham Trust for retirement plan pension payroll and tax services. The contract has a three-year and four-month base term with two additional option years. The total contract value includes both the base and option years.

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

d. **Change Order: Cooperative Agreement for Installation, Maintenance, and Operation of a Connected Vehicle System (CVS) for Bus Operations - Third Order (UDOT)**

Hal Johnson, UTA Director of Innovative Mobility Solutions, was joined by Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions.

Staff requested the board approve a \$644,160 change order to the cooperative agreement with the Utah Department of Transportation (UDOT) for the installation, maintenance, and operation of a CVS for bus operations. The total contract value, including the change order, is \$1,572,260.

Discussion ensued. Questions on the supply chain for the CVS were posed by the board and answered by staff.

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

e. **Disbursement: Settlement of Claim for Bair Creek Culvert Repair (Union Pacific Railroad Company)**

Jared Scarbrough, UTA Acting Chief Capital Services Officer, was joined by Viola Miller.

Staff requested the board approve a \$924,593.63 disbursement to the Union Pacific Railroad Company (UP) for repair of the track drainage culvert at Bair Creek in Kaysville. The disbursement is in accordance with the terms of the operations and maintenance agreement between UP and UTA.

Discussion ensued. Questions on the work completion date, impacts of the repair on rail service, liability split between UP and UTA, and settlement claim fund were posed by the board and answered by staff.

Staff committed to provide more information to the board on the settlement claim fund.

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

9. Service and Fare Approvals

a. Fare Agreement: Education Pass Agreement (Salt Lake Community College)

Viola Miller was joined by Jordan Eves, UTA Manager of Fare Strategy.

Staff requested the board approve a two-year education pass agreement with Salt Lake Community College. The contract value is \$746,000.

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

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

b. Fare Agreement: Education Pass Agreement (Westminster University)

Viola Miller was joined by Jordan Eves.

Staff requested the board approve a one-year education pass agreement with Westminster University. The contract has an estimated value of \$25,000.

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

c. Fare Agreement: Education Pass Agreement (Charter School Consortium)

Viola Miller was joined by Jordan Eves.

Staff requested the board approve a one-year education pass agreement with the Charter School Consortium. The contract value is \$278,496.

Discussion ensued. A question on the geographical distribution of the passes was posed by the board and answered by staff.

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

d. Fare Agreement: Education Pass Agreement Modification No. 3 (Salt Lake School District and Salt Lake Education Foundation)

Viola Miller was joined by Jordan Eves.

Staff requested the board approve Modification No. 3 to the education pass agreement with the Salt Lake School District and the Salt Lake Education Foundation. The modification, which is valued at \$296,149, extends the existing education pass

agreement for one year. The total contract value, including the modification, is \$1,133,149.

Discussion ensued. A question on the Salt Lake School District bus fleet was posed by the board and answered by staff.

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

e. Fare Agreement: Funding for Salt Lake School District Passes - 2025-2026 (Salt Lake City Corporation)

Viola Miller was joined by Jordan Eves.

Staff requested the board approve a one-year fare agreement with Salt Lake City Corporation to fund its portion of passes for the Salt Lake School District (related to agenda item 9.d.). The contract value is \$214,209.

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

10. Discussion Items

a. Proposed Capital Plan and Budget Amendments

- **2025-2029 Five-Year Capital Plan First Amendment**
- **2025 Capital Budget First Amendment**

Viola Miller was joined by Daniel Hofer, UTA Director of Capital Programming & Support.

Staff reviewed proposed amendments to incorporate UTA's recent bond issuance funds into the 2025-2029 five-year capital plan and the 2025 capital budget. The affected projects include the SD100/SD160 light rail vehicle replacements and the Mt. Ogden administration building expansion.

Discussion ensued. Questions on potential changes to the timing of future bonding, canopy replacement at the Mt. Ogden administration building, and Mt. Ogden administration building funding were posed by the board and answered by staff.

b. Safety and Security Report - Utah State Safety Oversight Program

Travis King, UTA Director of Safety & Security, was joined by Peter Jager, State Safety Oversight Program Manager with UDOT.

Jager provided an overview of the state safety oversight (SSO) program and discussed SSO work on 2024-2025 capital projects and other initiatives. He concluded with a review of planned activities for the remainder of 2025.

Chair Christensen called for a recess at 10:37 a.m.

The meeting was reconvened at 10:47 a.m.

Jay Fox noted a misstatement that was made during the discussion on agenda item 8.e. and clarified 50 percent of the cost of the Bair Creek repair was borne by UTA and 50 percent was borne by UP.

c. 5600 W Old Bingham Highway Station Area Plan

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Valarie Williams, UTA Transit-Oriented Communities Project Specialist I, and Tayler Jensen, Senior Planner with West Jordan City.

Drake provided an overview of the Station Area Plan (SAP) process.

Jensen reviewed the project goals, plan vision, and UTA property considerations related to the 5600 West Old Bingham Highway SAP.

Discussion ensued. Questions on large industrial use, regional park, data, and UTA property uses were posed by the board and answered by staff.

d. Draper Town Center Station Area Plan

Paul Drake was joined by Valarie Williams and Jennifer Jastremsky, Community Development Director with Draper City.

Jastremsky reviewed the project vision, and UTA property considerations related to the Draper Town Center SAP.

Discussion ensued. A question on zoning timelines was posed by the board and answered by staff.

e. Roy Station Area Plan

Paul Drake was joined by Valarie Williams and Steve Parkinson, City Planner with Roy City.

Parkinson reviewed the stakeholder engagement process, plan vision, and UTA property considerations related to the Roy SAP.

Discussion ensued. Questions on property considerations were posed by the board and answered by staff.

f. Sandy Station Area Plans

Paul Drake was joined by Valarie Williams and Jake Warner, Long Range Planning Manager with Sandy City.

Warner reviewed the key strategies, plan vision and goals, plan elements, and UTA property considerations related to the Historic Sandy, Sandy Expo Center, Sandy Civic Center, South Jordan FrontRunner, and Crescent View SAPs.

Discussion ensued on topics including canyon access, city code update timeline, and development opportunities.

11. Other Business

- a. Next Meeting: Wednesday, August 13, 2025 at 9:00 a.m.

12. Closed Session

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

No closed session was held.

13. Open Session

The entirety of the meeting was held in open session.

14. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:39 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/1010773.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/377?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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, CFO
PRESENTER(S): Rob Lamph, Comptroller

TITLE:

Quarterly Disbursement Report - Non-Inventory Vendors - Q2 2025

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Review total disbursements made to non-inventory vendors during Q2 2025

BACKGROUND:

The Board approved resolution R2025-04-01 authorizing disbursements for non-inventory vendor payments in 2025. The resolution also requires a quarterly report to the Board on non-inventory disbursements. Payments have been made to vendors as scheduled.

DISCUSSION:

The required quarterly report of expenditures to non-inventory vendors, included in R2025-04-01, is attached. The report shows that disbursements to all vendors are within the board-approved limits.

ALTERNATIVES:

None

FISCAL IMPACT:

None

ATTACHMENTS:

Quarterly Disbursement Report - Non-Inventory Vendors - Q2 2025

Quarterly Disbursement Report – Non-Inventory Vendors – Q2 2025

The Board approved resolution R2025-04-01 authorizing disbursements for non-inventory payments in 2025. The resolution requires a quarterly report to the Board on non-inventory disbursements. This quarterly report for quarter two of 2025 shows the disbursement amounts for the non-inventory vendors for amounts greater than \$200,000. This is the second quarterly report for the 2025 fiscal year. All vendors are below their Not to Exceed amounts.

Type	Vendor Name	Purpose	2025 Not to Exceed	Expenditures as of 06/30/2025
Payroll	Department of the Treasury	Payroll Taxes	\$ 50,696,139	\$ 25,194,511
Payroll	UTA/ATU JOINT INSURANCE TRUST	Health Insurance (Collective Bargaining)	\$ 30,480,790	\$ 17,220,577
Payroll	OFFICE OF RECOVERY SERVICES	Utah State Child Support	\$ 451,514	\$ 235,839
Payroll	AMALGAMATED TRANSIT UNION	Union Dues for Employees	\$ 937,342	\$ 388,529
Payroll	UTAH ST TAX (WITHHOLDING ONLY)	Payroll Taxes	\$ 10,599,391	\$ 4,486,723
Payroll	VANTAGEPOINT TRANSFER AGENTS -	457 Plans	\$ 9,428,461	\$ 4,679,072
Payroll	Cambridge Associates, LLC.	Pension Contribution	\$ 34,446,297	\$ 17,265,994
Payroll	MUTUAL OF AMERICA LIFE INS.	457 Plans	\$ 7,032,052	\$ 3,025,709
Payroll	Utah-Idaho Teamsters Security	Health and Dental Insurance Premiums and Union Dues for Employees	\$ 713,544	\$ 343,248
Debt	Utah County Government	4th Quarter Cent Sales Tax Agreement with Utah County	\$ 3,377,512	\$ 838,756
Government	Utah Attorney General's Office	Legal Services	\$ 2,123,900	\$ 1,000,304
Utility	AT&T ++	Cellular Connection to Buses	\$ 581,695	\$ 141,724
Utility	CENTURY LINK (QWEST) +++	Internet Connection	\$ 501,381	\$ 121,865
Utility	Salt Lake City Corp	Electric, Water, and Sewer	\$ 262,234	\$ 145,228
Utility	MURRAY CITY UTILITIES	Electric, Water, and Sewer	\$ 650,701	\$ 310,376
Utility	FirstNet	Cellular Phone Contract	\$ 1,016,256	\$ 610,986
Utility	ROCKY MOUNTAIN POWER	Electricity	\$ 9,018,557	\$ 5,242,223
Utility	Enbridge Gas Utah(Dominion Energy/Questar)	Natural Gas	\$ 2,738,208	\$ 754,717



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

TITLE:

Quarterly Disbursement Report - Vehicle Parts Inventory Vendors - YTD Q2 2025

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Review the parts supplier spend information by transit mode for YTD Q2 2025 as compared against disbursement authorization given by resolution.

BACKGROUND:

Resolution R2025-03-03 was approved by the Board of Trustees granting the purchasing authority and related disbursements to vehicle parts vendors in 2025 up to the amounts below:

- **Bus parts - up to \$9,850,000**
- **Light Rail Vehicle parts - up to \$11,000,000**
- **Commuter Rail Vehicle parts - up to \$5,000,000**

Per the resolution, at the end of every quarter the Director of Supply Chain provides a report of actual purchase totals by mode to the Board of Trustees, and will review and compare actual Purchase Order amounts with the amounts listed in the resolution. Any transit mode parts Purchase Order amounts that will likely exceed the forecasted amount will be brought back to the Board of Trustees for further review and authorization.

DISCUSSION:

Attached is the YTD Q2 parts expenditure totals by mode. Additionally, the top 5 vendors spend for each

transit mode are individually identified.

YTD Q2 2025 expenditure compared to the authorized amount in R2025-03-03 was:

- **Bus Parts** - \$4,272,226 Year-to-date expenditure compared to \$9,850,000 annual authorization.
 - **Light Rail Vehicle Parts** - \$4,116,361 Year-to-date expenditure compared to \$11,000,000 annual authorization.
 - **Commuter Rail Vehicle Parts** - \$2,030,400 Year-to-date expenditure compared to \$5,000,000 annual authorization.
 - **All Parts Total Spend** - \$10,418,987 Year-to-date expenditure compared to \$25,850,000 annual authorization.
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

Each maintenance division is provided with an annual parts inventory budget as part of their Operating Expense Budget.

ATTACHMENTS:

Quarterly Disbursement Report - Vehicle Parts Inventory Vendors - YTD Q2 2025

Quarterly Disbursement Report

Vehicle Parts Inventory Vendors – YTD Q2 2025

1. Bus parts:

- a. Resolution R2025-03-03 authorized Bus vehicle parts purchases and disbursements in 2025 for up to \$9,850,000. The YTD Q2 actual expenditure for bus parts was \$4,272,226.
- b. Top five vendors in YTD Q2 2025 were:
 - i. \$1,054,283 – Cummins Sales & Service
 - ii. \$973,118 – Gillig Corporation
 - iii. \$543,873 – The Aftermarket Parts Co. (New Flyer)
 - iv. \$330,511 – Muncie Transit Supply
 - v. \$190,223 – Neopart Transit

2. Light Rail parts:

- a. Resolution R2025-03-03 authorized Light Rail vehicle parts purchases and disbursements in 2025 for up to \$11,000,000. The YTD Q2 actual expenditure was \$4,116,361
- b. Top five vendors in YTD Q2 2025 were:
 - i. \$710,421 – Siemens Mobility
 - ii. \$375,627 – Wabtec Passenger Transit
 - iii. \$262,197 – IFE North America
 - iv. \$240,409 – Dellner Couplers
 - v. \$237,868 – Schunk Carbon Technology

3. Commuter Rail parts:

- a. Resolution R2025-03-03 authorized Commuter Rail vehicle parts purchases and disbursements in 2025 for up to \$5,000,000. The YTD Q2 actual expenditure was \$2,030,400
- b. The top five vendors in YTD Q2 2025 were:
 - i. \$368,546 – L & S Electric
 - ii. \$278,210 – KB Rail Canada
 - iii. \$265,590 – Western Rail
 - iv. \$208,094 – Bremskerl North America
 - v. \$131,394 – Vapor-Stone Rail Systems



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Brian Reeves, Associate Chief Financial Officer

TITLE:

Disbursement: Payment for Worker's Compensation Claim #WC-0082650-01

AGENDA ITEM TYPE:

Disbursement

RECOMMENDATION:

Approve and authorize the Executive Director to issue a disbursement in the amount of \$429,933.76 to Intermountain MED Center for a worker's compensation medical expense due for UTA employee Juan Madrid.

BACKGROUND:

The Utah Transit Authority (UTA) is authorized to self-insure for workers' compensation, as is allowed for governmental entities under Utah law. Specifically, Utah Code § 34A-2-101 and Utah Administrative Code R612-400-3, provides the legal framework and authorization for governmental entities like UTA to self-insure their workers' compensation, subject to the review and approval of the Utah Labor Commission's Industrial Accidents Division.

Self-Insurance is the right of the employer, UTA, to pay workers' compensation benefits directly to an employee without needing to have a workers' compensation insurance policy.

The Utah Public Transit District Act requires the Board of Trustees to review and approve any contract or expenditure exceeding \$250,000, under the Utah Code § 17B-2a-808.1(2)(u)(i). This is also required by UTA Board Policy 2.2(III)(D)(3).

DISCUSSION:

UTA is required to pay a worker's compensation claim for UTA employee Juan Madrid in the amount of \$429,933.76. The claim is for medical expenses and will be paid to Intermountain MED Center.

ALTERNATIVES:

Not applicable.

FISCAL IMPACT:

UTA is self-insured for this claim, and the payment will be made from its general claims fund designated for such purposes.

ATTACHMENTS:

None



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

TITLE:

Executive Director Report

- UTA Memorial - Elizabeth Strasburg
- UTA Recognition - 50 Years of Service

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- UTA Memorial - Elizabeth Strasburg
- UTA Recognition - Robert Winkel - 50 years of Service



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

TITLE:

Strategic Plan Minute: Quality of Life - Electrification Optimization

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 minute highlights our strategic priority Quality of Life with the initiative being focused on Electrification Optimization. It is owned by our Planning and Engagement Office. We will highlight the innovative work our team is doing to optimize our electric fleet.

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: 8/13/2025

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 - June 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 June 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 June 2025 Monthly Financial Statements.

DISCUSSION:

At the August 13, 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:

- June 2025 Board Dashboard
- June 2025 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: Jun 30, 2025

Financial Metrics	Jun Actual	Jun Budget	Fav / (Unfav)	%	YTD Actual	YTD Budget	Fav / (Unfav)	%
Sales Tax (May '25 mm \$)	\$ 41.6	\$ 40.0	\$ 1.62	4.0%	\$ 201.6	\$ 196.6	\$ 4.99	2.5%
Fare Revenue (mm)	\$ 3.5	\$ 3.4	\$ 0.06	1.8%	\$ 19.4	\$ 18.6	\$ 0.85	4.6%
Operating Exp (mm)	\$ 36.6	\$ 38.2	\$ 1.57	4.1%	\$ 211.7	\$ 231.0	\$ 19.34	8.4%
Subsidy Per Rider (SPR)	\$ 11.30	\$ 10.21	\$ (1.09)	-10.7%	\$ 9.61	\$ 10.21	\$ 0.60	5.9%
UTA Diesel Price (\$/gal)	\$ 2.38	\$ 3.60	\$ 1.22	33.8%	\$ 2.37	\$ 3.60	\$ 1.23	34.3%
Operating Metrics	Jun Actual	Jun-24	F / (UF)	%	YTD Actual	YTD 2024	F / (UF)	%
Ridership (mm)	2.93	3.12	(0.2)	-6.0%	20.00	19.88	0.1	0.6%
Energy Cost by Type (Monthly Avg YTD)								
	Diesel Bus (Cost per Mile)				\$ 0.51			
	Diesel CR (Cost per Mile)				\$ 4.07			
	Unleaded Gas (Cost per Mile)				\$ 0.51			
	CNG (Cost per Mile)				\$ 0.34			
	Bus Propulsion Power (Cost per Mile)				\$ 0.46			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.78			

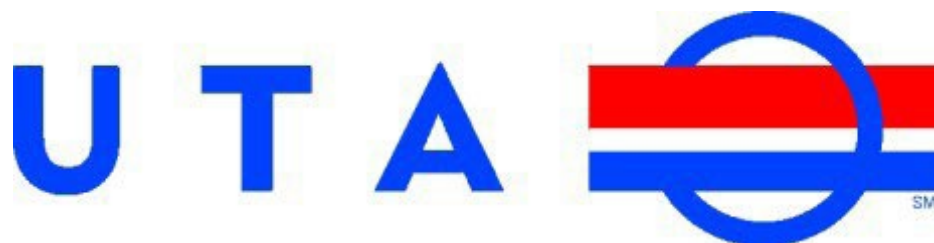
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

June 30, 2024



**KEY ITEM REPORT
(UNAUDITED)
As of June 30, 2025**

EXHIBIT 1-1

	2025 YTD ACTUAL	2025 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (20,481,054)	\$ (19,731,973)	\$ 749,081	4%
2 Operating Expenses	211,677,634	231,020,622	19,342,989	8%
3 Net Operating Income (Loss)	(191,196,580)	(211,288,649)	20,092,070	10%
4 Capital Revenue	(75,560,312)	(116,958,500)	(41,398,188)	-35%
5 Capital Expenses	95,456,123	165,115,500	69,659,377	42%
6 Net Capital Income (Loss)	(19,895,811)	(48,157,000)	28,261,189	59%
7 Sales Tax	(247,511,237)	(244,140,647)	3,370,591	1%
8 Other Revenue	(20,912,169)	(46,160,500)	(25,248,331)	-55%
9 Debt Service	32,366,946	38,874,463	6,507,517	17%
10 Sale of Assets	(298,091)	-	298,091	
11 Net Non-Operating Income (Loss)	236,354,551	251,426,684	(15,072,132)	-6%
12 Contribution to Cash Balance	\$ 25,262,161	\$ (8,018,966)	\$ 33,281,127	415%
13 Amortization	4,953,496			
14 Depreciation	73,017,168			
15 Total Non-cash Items	\$ 77,970,663			

STATISTICS

RIDERSHIP

2024 YE Actual	May 2025	May 2024	Difference	2025 YTD	2024 YTD	Difference
16 40,478,945	2,932,503	3,118,407	(185,904)	20,002,679	19,876,223	126,456

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 211,677,634
18 Less: Passenger Revenue	- (19,401,887)
19 Subtotal	192,275,746
20 Divided by: Ridership	÷ 20,002,679
21 Subsidy per Rider	<u>\$ 9.61</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2025

EXHIBIT 1-2

BALANCE SHEET

	6/30/2025	6/30/2024	Change June
CURRENT ASSETS			
1 Cash	\$ 40,133,071	\$ 19,140,302	110%
2 Investments (Unrestricted)	302,626,971	431,014,092	-30%
3 Investments (Restricted)	96,519,506	101,134,480	-5%
4 Receivables	87,763,664	117,343,948	-25%
5 Receivables - Federal Grants	318,932	3,113,363	-90%
6 Inventories	51,798,868	46,040,082	13%
7 Prepaid Expenses	6,086,356	786,757	674%
8 TOTAL CURRENT ASSETS	\$ 585,247,369	\$ 718,573,024	
9 Property, Plant & Equipment (Net)	2,943,218,256	2,890,249,369	2%
10 Other Assets	141,330,970	132,186,504	7%
11 TOTAL ASSETS	\$ 3,669,796,595	\$ 3,741,008,898	
12 Current Liabilities	138,494,557	154,398,496	-10%
14 Net Pension Liability	133,377,587	142,283,669	-6%
15 Outstanding Debt	2,199,427,813	2,227,440,983	-1%
16 Net Investment in Capital Assets	742,449,458	816,489,468	-9%
17 Restricted Net Position	89,026,406	52,453,227	70%
18 Unrestricted Net Position	367,020,773	347,943,055	5%
19 TOTAL LIABILITIES & EQUITY	\$ 3,669,796,595	\$ 3,741,008,898	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
20 2018 Bond Proceeds	68	\$ 64	6%
21 2019 Bond Proceeds	4,765	7,903	-40%
22 Debt Service Interest Payable	99,379,713	23,747,885	318%
23 Risk Contingency Fund	8,174,335	8,186,541	0%
24 Catastrophic Risk Reserve Fund	1,179,150	1,149,107	3%
25 Box Elder County ROW (sales tax)	4,965,864	3,278,330	51%
26 Utah County 4th Qtr (sales tax)	28,838,196	16,637,636	73%
27 Amounts held in escrow	30,605,379	62,533,837	-51%
28 TOTAL RESTRICTED RESERVES	\$ 173,147,470	\$ 115,541,305	
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	\$ 363,747,470	\$ 276,199,305	

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2025
EXHIBIT 1-3
REVENUE & EXPENSES

	ACTUAL Jun-25	ACTUAL Jun-24	YTD 2025	YTD 2024
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,453,195)	\$ (3,213,167)	\$ (19,401,887)	\$ (20,235,991)
2 Advertising Revenue	(181,250)	(269,167)	(1,079,167)	(1,017,000)
3 TOTAL OPERATING REVENUE	\$ (3,634,445)	\$ (3,482,333)	\$ (20,481,054)	\$ (21,252,991)
OPERATING EXPENSE				
4 Bus Service	\$ 12,376,910	\$ 10,763,573	\$ 76,546,655	\$ 70,308,459
5 Commuter Rail	2,624,594	2,074,215	13,787,362	14,562,916
6 Light Rail	4,095,691	3,642,200	24,773,623	23,079,437
7 Maintenance of Way	1,849,508	1,511,639	10,258,337	10,336,367
8 Paratransit Service	2,846,569	2,308,683	15,230,326	14,405,174
9 RideShare/Van Pool Services	436,516	234,511	1,935,537	1,664,517
10 Microtransit	1,247,022	396,732	7,312,248	4,661,608
11 Operations Support	5,109,046	5,068,699	31,844,315	33,284,597
12 Administration	5,995,599	4,642,885	29,989,231	26,451,106
13 Non-Departmental		-	-	5,557,291
14 TOTAL OPERATING EXPENSE	\$ 36,581,454	\$ 30,643,137	\$ 211,677,634	\$ 204,311,472
15 NET OPERATING (INCOME) LOSS	\$ 32,947,009	\$ 27,160,804	\$ 191,196,580	\$ 183,058,481
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(2,149,466)	(4,137,329)	(7,245,950)	(15,111,131)
17 Sales Tax Revenue ¹	(44,149,868)	(47,139,574)	(247,511,237)	(247,141,348)
18 Other Revenue	(1,207,770)	(748,276)	(6,983,992)	(5,075,569)
19 Fed Operations/Preventative Maint. Revenue	(76,634)		(6,682,228)	38,295
20 Bond Interest	6,218,651	6,069,913	30,537,970	36,419,479
21 Bond Interest UTCT	139,793	148,357	864,449	890,142
22 Bond Cost of Issuance/Fees	-		(77,500)	45,150
23 Lease Interest	30		1,042,027	1,010,422
24 Sale of Assets	(70,775)	713,406	(298,091)	516,681
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (41,296,040)	\$ (45,093,504)	\$ (236,354,551)	\$ (228,407,878)
26 CONTRIBUTION TO RESERVES	\$ 8,349,031	\$ 17,932,700	\$ 45,157,972	\$ 45,349,397
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(369,923)	(2,064,280)	(2,068,349)
28 Bond Refunding Cost Amortization	1,102,053	1,242,598	6,612,319	7,455,590
29 Future Revenue Cost Amortization	67,576	67,576	405,457	405,457
30 Depreciation	13,258,103	11,496,134	73,017,168	69,364,933
31 NET OTHER EXPENSES (NON-CASH)	\$ 14,083,686	\$ 12,436,385	\$ 77,970,663	\$ 75,157,631

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

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

As of June 30, 2025

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jun-25	Jun-25	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,453,195)	\$ (3,391,015)	\$ 62,180	2%
2 Advertising Revenue	(181,250)	(195,917)	(14,667)	-7%
3 TOTAL OPERATING REVENUE	\$ (3,634,445)	\$ (3,586,932)	\$ 47,514	1%
OPERATING EXPENSE				
4 Bus Service	\$ 12,376,910	13,132,476	\$ 755,566	6%
5 Commuter Rail	2,624,594	2,721,031	96,437	4%
6 Light Rail	4,095,691	4,287,516	191,825	4%
7 Maintenance of Way	1,849,508	1,926,820	77,313	4%
8 Paratransit Service	2,846,569	2,493,399	(353,171)	-14%
9 RideShare/Van Pool Services	436,516	336,139	(100,377)	-30%
10 Microtransit	1,247,022	1,400,877	153,855	11%
11 Operations Support	5,109,046	5,428,733	319,687	6%
12 Administration	5,995,599	6,209,920	214,321	3%
13 Non-Departmental	-	214,504	214,504	100%
14 TOTAL OPERATING EXPENSE	\$ 36,581,454	\$ 38,151,414	\$ 1,569,961	4%
15 NET OPERATING (INCOME) LOSS	\$ 32,947,009	\$ 34,564,483	\$ 1,617,474	-5%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (2,149,466)	\$ (423,750)	\$ 1,725,716	407%
17 Sales Tax Revenue	(44,149,868)	(47,502,191)	(3,352,323)	-7%
18 Other Revenue	(1,207,770)	(1,235,500)	(27,730)	-2%
19 Fed Operations/Preventative Maint. Revenue	(76,634)	(6,035,000)	(5,958,366)	-99%
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	-	5,000	5,000	100%
23 Lease Interest	30	283,303	283,273	100%
24 Sale of Assets	(70,775)	-	70,775	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (41,296,040)	\$ (48,718,889)	\$ (7,422,849)	-15%
26 CONTRIBUTION TO RESERVES	\$ 8,349,031	\$ 14,154,406		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of June 30, 2025

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL	BUDGET	ORIGINAL	AMENDED	VARIANCE	%
		Jun-25	Jun-25	BUDGET	BUDGET	FAVORABLE	FAVORABLE
				TOTAL	TOTAL	(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE							
1	Board of Trustees	\$ 242,756	\$ 314,069	\$ 3,768,864	\$ 3,768,864	\$ 71,313	23%
2	Executive Director	829,890	628,222	\$ 7,538,842	7,538,842	(201,668)	-32%
3	Chief Communication Officer	278,389	403,498	\$ 4,842,106	4,842,106	125,109	31%
4	Chief Planning and Engagement Of	2,107,407	2,286,554	\$ 27,396,584	27,396,584	179,147	8%
5	Chief Finance Officer	1,475,283	1,680,121	\$ 19,667,986	19,667,986	204,838	12%
6	Chief Operating Officer	27,466,558	28,499,916	\$ 347,117,591	347,117,592	1,033,358	4%
7	Chief People Officer	1,045,522	1,153,978	\$ 13,868,057	13,868,057	108,456	9%
8	Chief Development Officer	959,321	690,287	\$ 8,183,427	8,183,427	(269,034)	-39%
9	Chief Enterprise Strategy Officer	2,176,380	2,280,265	\$ 31,267,370	31,267,370	103,885	5%
10	Non-Departmental	(52)	214,504	\$ 858,014	858,014	214,556	100%
11	TOTAL OPERATING EXPENSE	\$ 36,581,454	\$ 38,151,414	\$ 464,508,841	\$ 464,508,842	\$ 1,569,960	4%

YEAR TO DATE

		ACTUAL	BUDGET		VARIANCE	%
		Jun-24	Jun-24		FAVORABLE	FAVORABLE
					(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE						
12	Board of Trustees	\$ 1,491,881	\$ 1,884,414		\$ 392,533	21%
13	Executive Director	3,831,950	3,769,332		(62,618)	-2%
14	Chief Communication Officer	1,360,508	2,420,988		1,060,480	44%
15	Chief Planning and Engagement Of	12,166,490	13,721,080		1,554,590	11%
16	Chief Finance Officer	8,062,424	9,801,336		1,738,912	18%
17	Chief Operating Officer	163,615,944	173,068,331		9,452,387	5%
18	Chief People Officer	5,288,262	6,923,868		1,635,606	24%
19	Chief Development Officer	3,999,413	4,091,722		92,309	2%
20	Chief Enterprise Strategy Officer	13,079,462	14,910,543		1,831,081	12%
21	Non-Departmental	-	429,008		429,008	100%
22	TOTAL OPERATING EXPENSE	\$ 212,896,334	\$ 231,020,622		\$ 18,124,288	8%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-5

As of June 30, 2025

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jun-25	Jun-25	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (19,401,887)	\$ (18,556,473)	\$ 845,414	5%
2 Advertising Revenue	(1,079,167)	(1,175,500)	(96,333)	-8%
3 TOTAL OPERATING REVENUE	\$ (20,481,054)	\$ (19,731,973)	\$ 749,081	4%
OPERATING EXPENSE				
4 Bus Service	\$ 76,546,655	\$ 80,080,803	\$ 3,534,148	4%
5 Commuter Rail	13,787,362	16,326,186	2,538,824	16%
6 Light Rail	24,773,623	25,725,096	951,473	4%
7 Maintenance of Way	10,258,337	11,456,891	1,198,554	10%
8 Paratransit Service	15,230,326	14,974,805	(255,521)	-2%
9 RideShare/Van Pool Services	1,935,537	2,016,834	81,297	4%
10 Microtransit	7,312,248	8,405,262	1,093,014	13%
11 Operations Support	31,844,315	33,521,850	1,677,535	5%
12 Administration	29,989,231	38,083,887	8,094,656	21%
13 Non-Departmental	-	429,008	429,008	100%
14 TOTAL OPERATING EXPENSE	\$ 211,677,634	\$ 231,020,622	\$ 19,342,989	8%
15 NET OPERATING (INCOME) LOSS	\$ 191,196,580	\$ 211,288,649	\$ 20,092,070	10%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (7,245,950)	\$ (2,542,500)	\$ 4,703,450	185%
17 Sales Tax Revenue	(247,511,237)	(244,140,647)	3,370,591	1%
18 Other Revenue	(6,983,992)	(7,413,000)	(429,008)	-6%
19 Fed Operations/Preventative Maint. Revenue	(6,682,228)	(36,205,000)	(29,522,772)	-82%
20 Bond Interest	30,537,970	36,296,740	5,758,770	16%
21 Bond Interest UTCT	864,449	838,756	(25,693)	-3%
22 Bond Cost of Issuance/Fees	(77,500)	39,150	116,650	298%
23 Lease Interest	1,042,027	1,699,818	657,791	39%
24 Sale of Assets	(298,091)	-	298,091	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (236,354,551)	\$ (251,426,684)	\$ (15,072,132)	-6%
26 CONTRIBUTION TO RESERVES	\$ 45,157,972	\$ 40,138,034		

**CAPITAL PROJECTS
(UNAUDITED)
As of June 30, 2025**

EXHIBIT 1-6

	2025 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 Capital Services	\$ 86,959,585	\$ 272,763,000	31.9%
2 Enterprise Strategy	2,543,165	18,655,000	13.6%
3 Executive Director (Safety)	429,769	1,760,000	24.4%
4 Finance	3,107,451	21,688,000	14.3%
5 Operations	640,681	10,430,000	6.1%
6 People	1,397,771	2,470,000	56.6%
7 Planning & Engagement	377,701	2,465,000	15.3%
9 TOTAL	\$ 95,456,123	\$ 330,231,000	28.9%
REVENUES			
10 GRANT	\$ 58,601,025	\$ 127,571,000	45.9%
11 STATE CONTRIBUTION	6,041,280	45,619,000	13.2%
12 LEASES (PAID TO DATE)	8,702,039	32,652,000	26.7%
13 BONDS	-	23,055,000	0.0%
14 LOCAL PARTNERS	2,215,968	5,020,000	44.1%
15 UTA FUNDING	19,895,811	96,314,000	20.7%
16 TOTAL	\$ 95,456,123	\$ 330,231,000	28.9%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of June 30, 2025

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jun-25	Jun-24	2025	2024
UTA				
Fully Allocated Costs	36,581,454	30,643,137	211,677,634	204,311,472
Passenger Farebox Revenue	3,453,195	3,213,167	19,401,887	20,235,991
Passengers	2,932,503	3,118,407	20,002,679	19,876,223
Farebox Recovery Ratio	9.4%	10.5%	9.2%	9.9%
Actual Subsidy per Rider	\$11.30	\$8.80	\$9.61	\$9.26
BUS SERVICE				
Fully Allocated Costs	17,815,701	15,492,244	106,682,479	102,133,735
Passenger Farebox Revenue	1,483,581	1,281,285	8,338,892	8,087,267
Passengers	1,437,998	1,412,988	9,936,532	9,682,655
Farebox Recovery Ratio	8.3%	8.3%	7.8%	7.9%
Actual Subsidy per Rider	\$11.36	\$10.06	\$9.90	\$9.71
LIGHT RAIL SERVICE				
Fully Allocated Costs	8,700,644	7,528,664	50,001,711	49,531,982
Passenger Farebox Revenue	713,949	744,764	4,010,431	4,124,116
Passengers	928,270	1,152,479	6,523,293	6,858,691
Farebox Recovery Ratio	8.2%	9.9%	8.0%	8.3%
Actual Subsidy per Rider	\$8.60	\$5.89	\$7.05	\$6.62
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,545,504	3,786,583	24,835,067	25,932,304
Passenger Farebox Revenue	544,750	478,376	2,546,173	2,742,687
Passengers	327,005	327,977	2,034,241	2,008,188
Farebox Recovery Ratio	12.0%	12.6%	10.3%	10.6%
Actual Subsidy per Rider	\$12.23	\$10.09	\$10.96	\$11.55
MICROTRANSIT				
Fully Allocated Costs	1,390,719	523,666	8,119,323	5,513,416
Passenger Farebox Revenue	60,661	16,312	330,657	142,195
Passengers	54,959	44,482	323,613	269,981
Farebox Recovery Ratio	4.4%	3.1%	4.1%	2.6%
Actual Subsidy per Rider	\$24.20	\$11.41	\$24.07	\$19.89
PARATRANSIT				
Fully Allocated Costs	3,293,913	2,740,030	17,932,015	17,304,872
Passenger Farebox Revenue	297,435	379,995	2,008,030	3,190,621
Passengers	74,739	78,074	478,541	486,503
Farebox Recovery Ratio	9.0%	13.9%	11.2%	18.4%
Actual Subsidy per Rider	\$40.09	\$30.23	\$33.28	\$29.01
RIDESHARE				
Fully Allocated Costs	834,973	571,950	4,107,039	3,895,163
Passenger Farebox Revenue	352,818	312,435	2,167,705	1,949,105
Passengers	109,533	102,408	706,459	570,204
Farebox Recovery Ratio	42.3%	54.6%	52.8%	50.0%
Actual Subsidy per Rider	\$4.40	\$2.53	\$2.75	\$3.41

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-25	Jun-24	2025	2024
FULLY ALLOCATED COSTS				
Bus Service	\$17,815,701	\$15,492,244	\$106,682,479	\$102,133,735
Light Rail Service	\$8,700,644	\$7,528,664	\$50,001,711	\$49,531,982
Commuter Rail Service	\$4,545,504	\$3,786,583	\$24,835,067	\$25,932,304
Microtransit	\$1,390,719	\$523,666	\$8,119,323	\$5,513,416
Paratransit	\$3,293,913	\$2,740,030	\$17,932,015	\$17,304,872
Rideshare	\$834,973	\$571,950	\$4,107,039	\$3,895,163
UTA	\$36,581,454	\$30,643,137	\$211,677,634	\$204,311,472
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,483,581	\$1,281,285	\$8,338,892	\$8,087,267
Light Rail Service	\$713,949	\$744,764	\$4,010,431	\$4,124,116
Commuter Rail Service	\$544,750	\$478,376	\$2,546,173	\$2,742,687
Microtransit	\$60,661	\$16,312	\$330,657	\$142,195
Paratransit	\$297,435	\$379,995	\$2,008,030	\$3,190,621
Rideshare	\$352,818	\$312,435	\$2,167,705	\$1,949,105
UTA	\$3,453,194	\$3,213,167	\$19,401,888	\$20,235,991
PASSENGERS				
Bus Service	1,437,998	1,412,988	9,936,532	9,682,655
Light Rail Service	928,270	1,152,479	6,523,293	6,858,691
Commuter Rail Service	327,005	327,977	2,034,241	2,008,188
Microtransit	54,959	44,482	323,613	269,981
Paratransit	74,739	78,074	478,541	486,503
Rideshare	109,533	102,408	706,459	570,204
UTA	2,932,504	3,118,408	20,002,679	19,876,222
FAREBOX RECOVERY RATIO				
Bus Service	8.3%	8.3%	7.8%	7.9%
Light Rail Service	8.2%	9.9%	8.0%	8.3%
Commuter Rail Service	12.0%	12.6%	10.3%	10.6%
Microtransit	4.4%	3.1%	4.1%	2.6%
Paratransit	9.0%	13.9%	11.2%	18.4%
Rideshare	42.3%	54.6%	52.8%	50.0%
UTA	9.4%	10.5%	9.2%	9.9%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$11.36	\$10.06	\$9.90	\$9.71
Light Rail Service	\$8.60	\$5.89	\$7.05	\$6.62
Commuter Rail Service	\$12.23	\$10.09	\$10.96	\$11.55
Microtransit	\$24.20	\$11.41	\$24.07	\$19.89
Paratransit	\$40.09	\$30.23	\$33.28	\$29.01
Rideshare	\$4.40	\$2.53	\$2.75	\$3.41
UTA	\$11.30	\$8.80	\$9.61	\$9.26

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)
As of June 30, 2025

EXHIBIT 1-9

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	2,242,297	596,952	25,537	20,433	9,012	1,590,363
6 Pass Sales	67,611	142,625	16,745	2,508	44,188	(138,454)
7 Property Management	110,183	22,687	(49)	6,321	-	81,224
8 Vanpool/Rideshare	237,174	103,022	42,451	45,863	7,811	38,028
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	726,549	720,092	-	-	-	6,457
12 Other	22,906,331	107,670	4,369	-	-	364,615
13 Total	\$ 106,203,696	\$ 49,544,561	\$ 32,151,091	\$ 75,125	\$ 61,010	\$ 1,942,233

Percentage Due by Aging

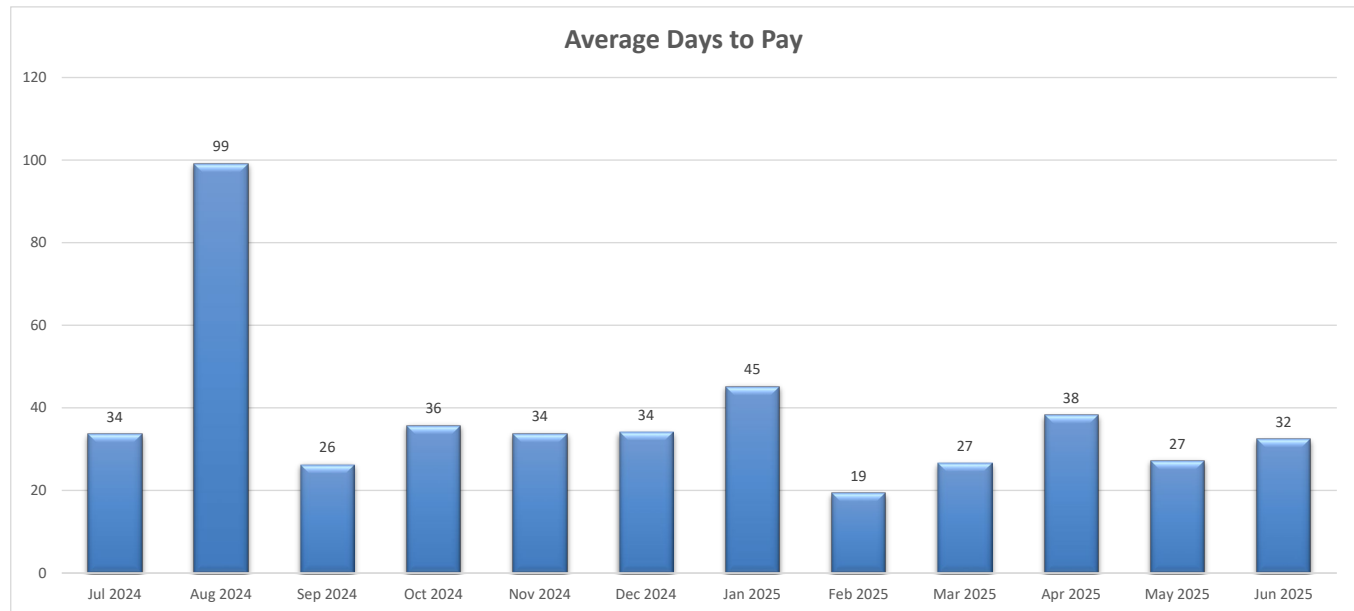
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	58.7%	41.3%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	26.6%	1.1%	0.9%	0.4%	70.9%
19 Pass Sales	211.0%	24.8%	3.7%	65.4%	-204.8%
20 Property Management	20.6%	0.0%	5.7%	0.0%	73.7%
21 Vanpool/Rideshare	43.4%	17.9%	19.3%	3.3%	16.0%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	99.1%	0.0%	0.0%	0.0%	0.9%
25 Other	0.5%	0.0%	0.0%	0.0%	1.6%
26 Total	46.7%	30.3%	0.1%	0.1%	1.8%

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>
00203378 TPSS UPGRADE/REHAB	4/23/2025	C3M Power Systems LLC	904497	6/18/2025	(600,663.08)
R2025-04-01 Pension Contribution	4/18/2025	Cambridge Associates, LLC.	391125	6/13/2025	(1,383,143.36)
R2025-04-01 Pension Contribution	4/18/2025	Cambridge Associates, LLC.	391428	6/27/2025	(1,336,232.73)
1072863 DSPD	9/11/2024	Dept of Health and Human Servi	904409	6/11/2025	(763,429.98)
02003243 PARA SERVICE NORTH	4/30/2025	MV PUBLIC TRANSPORTATION	904408	6/11/2025	(293,074.38)
00243813 TRAX Platform in South Jordan	4/30/2025	PAULSEN CONSTRUCTION, INC.	904587	6/25/2025	(906,850.00)
R2025-04-01 UTILITIES	4/18/2025	ROCKY MOUNTAIN POWER	391192	6/18/2025	(520,941.34)
00213531 HEALTH INSURANCE	4/17/2025	SELECT HEALTH	904339	6/4/2025	(1,069,917.30)
02203639 DESIGN SEVICES	3/25/2025	Skidmore, Owings & Merrill LLP	904498	6/18/2025	(774,264.35)
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	904410	6/11/2025	(741,671.92)
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	904410	6/11/2025	(385,228.30)
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	904410	6/11/2025	(281,134.00)
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	904410	6/11/2025	(237,104.20)
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	904410	6/11/2025	(490,720.57)
00233786 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	904410	6/11/2025	(624,564.70)
02303791 LIGHT RAIL	10/25/2024	Stadler US, Inc	391336	6/25/2025	(6,457,533.70)
02303791 LIGHT RAIL	10/25/2024	Stadler US, Inc	391336	6/25/2025	(12,915,067.39)
02303791 LIGHT RAIL	10/25/2024	Stadler US, Inc	391336	6/25/2025	(6,457,533.70)
02303791 LIGHT RAIL	10/25/2024	Stadler US, Inc	391336	6/25/2025	(12,915,067.39)
02303791 LIGHT RAIL	10/25/2024	Stadler US, Inc	904591	6/25/2025	(6,457,533.70)
02303791 LIGHT RAIL	10/25/2024	Stadler US, Inc	904591	6/25/2025	(12,915,067.39)
00017442 LIGHT RAIL	10/25/2024	TONY DIVINO TOYOTA	904315	6/4/2025	(229,956.00)
01903143 PARA SERVICE SOUTH	4/23/2025	UNITED WAY COMMUNITY SERV	904405	6/11/2025	(210,486.27)
R2025-04-01 DEBT SERVICE	4/18/2025	Utah County Government	904412	6/11/2025	(838,756.10)
R2025-04-01 INCOME TAX	4/18/2025	UTAH ST TAX (WITHHOLDING ONLY)	391153	6/13/2025	(364,261.67)
R2025-04-01 INCOME TAX	4/18/2025	UTAH ST TAX (WITHHOLDING ONLY)	391454	6/27/2025	(355,471.31)
00203399 ON DEMAND MOBILITY	4/23/2025	VIA TRANSPORTATION INC	904318	6/4/2025	(243,694.85)
00203399 ON DEMAND MOBILITY	4/23/2025	VIA TRANSPORTATION INC	904318	6/4/2025	(585,994.26)





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Brian Reeves, Associate Chief Financial Officer

TITLE:

Investment Report - Second Quarter 2025

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The investment report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

DISCUSSION:

As of June 30, 2025, the benchmark return (greater of the average return of three-month U.S. Treasury bills or the average return of Federal Funds rate) was 4.33% for the quarter. Investment returns for the State of Utah's Public Treasurer's Investment Fund (PTIF) and Zions Corporate Trust was 4.48%, which exceeded the benchmark return. Investment returns for Chandler Asset Management were 3.98% and the overnight account at Zions Bank was 3.74%; these did not exceed the benchmark return.

The blended portfolio return rate for the quarter was 4.16%, which was slightly below the benchmark rate due

to long term investment strategy and the increased interest rate environment for the short end of the yield curve.

Note, all returns are reported on an annualized basis.

All investments are in accordance with the Utah State Money Management Act, Section 51, Chapter 7, Utah Code annotated.

ALTERNATIVES:

Utah Transit Authority could increase investments in the Chandler Investment Portfolio and extend the overall duration to potentially seek higher returns. However, that strategy would forego the current advantages of the shorter duration and higher return portfolios like PTIF. Additionally, it would increase the liquidity risk by extending the portfolio duration, which is contrary to the Corporate Policy No. 3.1.4 Investments.

FISCAL IMPACT:

Investment earnings for UTA in the second quarter of 2025 were \$4,605,177.

ATTACHMENTS:

Investment Report

Utah Transit Authority

Investment Portfolio

June 30, 2025

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield	Quarter Earnings
Public Treasurer's Investment Fund		\$ 91,923,665			4.48%	\$ 1,133,898
Chandler Asset Management		259,758,627			3.98%	\$ 2,373,310
Zions Corporate Trust		102,418,287			4.48%	\$ 986,908
Zions Bank		34,078,897			3.74%	\$ 111,060
Total Investments		\$ 488,179,476			4.16%	\$ 4,605,177

Monthly Rates of Returns

	April	May	June	Average
Public Treasurer's Investment Fund	4.49%	4.47%	4.48%	4.48%
Chandler Asset Management	3.89%	4.08%	3.97%	3.98%
Zions Bank	3.76%	3.74%	3.74%	3.74%
Zions Corporate Trust	4.49%	4.47%	4.48%	4.48%
Fed Funds Rate	4.33%	4.33%	4.33%	4.33%
3 Month T-Bill	4.21%	4.25%	4.23%	4.23%

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

Securities Purchased Outside of Investment Portfolio

4/1/2025-6/30/2025

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

Securities Sold Outside of Investment Portfolio

4/1/2025-6/30/2025

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Acting Chief Capital Services Officer
Daniel Hofer, Director - Capital Programming & Support

TITLE:

Capital Program Report - Second Quarter 2025

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The UTA Board of Trustees approves UTA capital projects, the capital budget, and the Five-Year Capital Plan annually. The Board has requested regular (at least quarterly) reports on the status of the agency's capital program.

DISCUSSION:

UTA Capital Services staff will update the Board of Trustees on progress of the 2025 Capital Program thru Q2. Updates will include overviews of the 2025 capital budget and spend, highlight project progress and anticipated asset receivables, as well as discuss the overall outlook for 2025.

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: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Ann Green-Barton, Chief People Officer
PRESENTER(S): Kenya Fail, Manager of Civil Rights
Amanda Salmon, Civil Rights Compliance Officer - ADA
Ken Duke, CAT Chair

TITLE:

Committee on Accessible Transportation (CAT) - Annual Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion to overview the significant accomplishments of CAT Committee during the 2024-2025 CAT membership year.

BACKGROUND:

The Committee on Accessible Transportation (CAT) charter adopted by the Board of Trustees on February 28, 2024 details the responsibility of the CAT Committee to provide an annual update to the Board of Trustees regarding the significant accomplishments of CAT Committee during the membership year.

DISCUSSION:

This presentation updates the Board of Trustees on the significant contributions made by the CAT Committee during the 2024-2025 CAT membership year. The committee's current initiatives, feedback, and next steps will also be discussed.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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:

TBA2025-08-01 - Technical Budget Adjustment - 2025 Operating Budget

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve TBA2025-08-01 to authorize the addition of 0.5 position (FTE) to the Planning & Engagement Office within the 2025 Operating Budget and to move the Ticket Vending Machine maintenance departmental 2025 Operating Budget from the Finance Executive to Operations Executive hierarchy.

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.

Board Policy 2.3 Budget (section C.2) also requires that administrative adjustments which seek to reallocate funds across Mode, Executive and Chief Offices, or between capital projects be brought to the Board for a Technical Budget Adjustment consideration.

DISCUSSION:

This Technical Budget Adjustment will make the following changes:

2025 Operating Budget:

Add 0.5 FTE to convert a current part time position in Community Engagement to a full time position in the Planning & Engagement Office to support UTA Community Engagement activities. This increase supports UTA's

Strategic Goals of Community Support and Customer Experience. Key Performance Indicators linked to this increase include the number of community events, number of partnerships, and communities reached. UTA places a large emphasis on participation with our communities through events and outreach opportunities across the communities and cities in our service area, including resource fairs, community festivals, community and neighborhood meetings, and more. This change will have a net neutral budget impact, with funding for the position coming from the existing Planning and Engagement budget.

Move the Ticket Vending Machine (TVM) maintenance department from the Finance organization to the Operations organization management hierarchy. To facilitate this move, the decrease in budgeted expense and FTE count in the Finance Office will be equal to the increase in budgeted expense and FTE in the Operations Office. .

ALTERNATIVES:

The Board may reject or request revisions to the requested Technical Budget Adjustments. If the operating changes are not made, then support for UTA's Community Engagement and TVM maintenance process may be impacted.

FISCAL IMPACT:

The proposed addition of the Community Engagement 0.5 FTE position will be funded from the 2025 Operating Budget.

Funding for 2026 additional expenses for this position will be funded from offsets to currently programmed 2026 contractor/consultant services.

There is no impact on budget authority for the move of the TVM maintenance department from Finance to Operations.

There is no overall increase in budget authority. There is no impact on UTA's Fund Balance within this TBA.

ATTACHMENTS:

TBA2025-08-01 - Technical Budget Adjustment - Exhibit A

TBA2025-08-01 - Technical Budget Adjustment - Exhibit A-2 Financial

TBA2025-08-01 - Technical Budget Adjustment - Exhibit A-2 FTE

UTAH TRANSIT AUTHORITY
2025 OPERATING BUDGET TECHNICAL ADJUSTMENT
August 13, 2025

TBA2025-08-01

Exhibit A

		Tech Adj III	Community	Ticket Vending	Tech Adj IV
<u>Revenue</u>		2025 Budget	Engagement Spec	Maint Move	2025 Budget
1	Sales Tax	\$ 505,193,000			\$ 505,193,000
2	Formula Funds (FTA)	72,411,000			72,411,000
3	Passenger Revenue	38,620,000			38,620,000
4	Advertising	2,351,000			2,351,000
5	Investment Income	5,085,000			5,085,000
6	Other Revenues	14,826,000			14,826,000
7	Stimulus Funding	-			-
8	Total Revenue	638,486,000	-	-	638,486,000
<u>Operating Expense</u>					
9	Bus	160,507,000			160,507,000
10	Commuter Rail	38,543,000			38,543,000
11	Light Rail	69,095,000			69,095,000
12	Paratransit	29,991,000			29,991,000
13	Rideshare/Vanpool	4,034,000			4,034,000
14	Microtransit	16,811,000			16,811,000
15	Operations Support	66,950,000		-	66,950,000
16	Management & Support*	63,428,000			63,428,000
17	Planning/Capital Support	14,292,000	-		14,292,000
18	Non-Departmental	858,000			858,000
19	Total Operating Expense	464,509,000	-	-	464,509,000
<u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>					
20	Principal and Interest	161,849,000			161,849,000
21	Bond Service Utah County for UVX BRT	3,378,000			3,378,000
22	Contribution to Reserves	15,576,000			15,576,000
23	Transfer to Capital	(6,826,000)			(6,826,000)
24	Total Debt Service and Reserves	173,977,000	-		173,977,000
25	Total Expense	\$ 638,486,000	\$ -		\$ 638,486,000

* Additional FTE cost covered by current year savings

UTAH TRANSIT AUTHORITY
2025 OPERATING BUDGET TECHNICAL ADJUSTMENT
August 13, 2025

Exhibit A-2
Financial

	Tech Adj III 2025 Budget	Community Engagement Spec	Ticket Vending Maint Move	Tech Adj IV 2025 Budget
<u>Revenue</u>				
1 Sales Tax	\$ 505,193,000			\$ 505,193,000
2 Formula Funds (FTA)	72,411,000			72,411,000
3 Passenger Revenue	38,620,000			38,620,000
4 Advertising	2,351,000			2,351,000
5 Investment Income	5,085,000			5,085,000
6 Other Revenues	14,826,000			14,826,000
7 Stimulus Funding	-			-
8 Total Revenue	638,486,000	-	-	638,486,000
<u>Operating Expense</u>				
9 Board of Trustees	3,769,000			3,769,000
10 Executive Director	7,539,000			7,539,000
11 Communications	4,842,000			4,842,000
12 Operations	347,118,000		592,000	347,710,000
13 Finance	19,668,000		(592,000)	19,076,000
14 Service Development	8,183,000			8,183,000
15 Planning & Engagement*	27,397,000			27,397,000
16 Enterprise Strategy	31,267,000			31,267,000
17 People Office	13,868,000			13,868,000
18 Non-Departmental	858,000			858,000
19 Total Operations	464,509,000	-	-	464,509,000
20 Debt Service	165,227,000			165,227,000
21 Contribution to Reserves	15,576,000			15,576,000
22 Transfer to Capital Budget	(6,826,000)			(6,826,000)
23 Total 2024 Operating Budget	\$ 638,486,000	\$ -	\$ -	\$ 638,486,000

* Additional FTE cost covered by current year savings

UTAH TRANSIT AUTHORITY
2025 OPERATING BUDGET TECHNICAL ADJUSTMENT
August 13, 2025

Exhibit A-2
FTE

	Tech Adj III 2025	Community	Ticket Vending	Tech Adj IV 2025
	Budget	Engagement Spec	Maint Move	Budget
<u>Executive</u>				
1 Board of Trustees	16.5			16.5
2 Executive Director	32.5			32.5
3 Communications	19.0			19.0
4 Operations	2,385.7		4.0	2,389.7
5 Finance	121.0		(4.0)	117.0
6 Capital Services	64.0			64.0
7 Planning & Engagement	100.6	0.5		101.1
8 Enterprise Strategy	133.0			133.0
9 People Office	105.8			105.8
10 Non-Departmental	-			-
11 Total FTE	2,978.1	0.5	-	2,978.6

*Change in FTE Positions

Planning & Engagement Position	FTE
Community Engagement Specialist	0.5
Total Changes	0.5



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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:

TBA2025-08-02 - Technical Budget Adjustment - 2025 Capital Program

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve TBA2025-08-02 to authorize transfer of \$1,879,000 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 \$1,879,000 between 13 projects, including 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 through the end of 2025.

Tables found in the attached exhibit show the full impact of this Technical Budget Adjustment and the reasoning behind each adjustment.

ALTERNATIVES:

The Board may reject or request revisions to the requested Technical Budget Adjustment. The possible 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 \$1,879,000 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 the TBA is approved, there will be a balance remaining in the Capital Contingency of \$4,882,000. The funding source amounts for the Capital Contingency line are as follows: \$555,000 in Bonds, \$996,000 in Grant funds, \$1,037,000 in State funds, \$276,000 in Local Partner funds, and \$2,018,000 in UTA funds. This TBA would have a net decrease of \$980,000 to the Capital Contingency (including a \$410,000 decrease in original contingency UTA funds).

There is no increase in budget authority. There is no impact on UTA's Fund Balance.

ATTACHMENTS:

- TBA2025-08-02- 2025 Capital Program_Exhibit
- TBA2025-08-02 - 2025 Capital Program_Rationale

UTAH TRANSIT AUTHORITY
2025 CAPITAL BUDGET
August 13, 2025

REF#: TBA2025-08-02
Date: August 13, 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	\$ 270,625,000	\$ 55,000	\$ 270,680,000
	MSP185 - Ogden/Weber State University BRT	6,000,000	350,000	6,350,000
	MSP265 - Program Management Support	3,987,000	(200,000)	3,787,000
	REV241 - NRV Ancillary Equipment (Trailers, etc.)	134,000	100,000	234,000
	SGR359 - Bridge Rehabilitation & Maintenance	560,000	(195,000)	365,000
9	Enterprise Strategy	18,717,000	680,000	19,397,000
	ICI230- Operations System	6,008,000	680,000	6,688,000
10	Executive Director (Safety)	1,760,000	(400,000)	1,360,000
	FMA645 - Camera Sustainability	450,000	(75,000)	375,000
	FMA658 - Bus Replacement Camera System	620,000	(325,000)	295,000
11	Finance	23,817,000	(735,000)	23,082,000
	MSP303 - FFY 2023 O/L 5310	650,000	40,000	690,000
	MSP305 - FFY 2023 SL/WV 5310	1,320,000	205,000	1,525,000
	MSP999 - Capital Contingency	5,862,000	(980,000)	4,882,000
12	Operations	10,482,000	-	10,482,000
13	People	2,395,000	400,000	2,795,000
	ICI228 - CPO New HRIS system application upgrade	1,670,000	400,000	2,070,000
14	Planning & Engagement	2,435,000	-	2,435,000
	MSP270 - Transit Signal Priority On Board Units (TOBU) Project	700,000	104,000	804,000
	REV234 - Tooele County Microtransit & Vehicle Electrification	113,000	(104,000)	9,000
15	Grand Total	\$ 330,231,000	\$ -	\$ 330,231,000

TBA2025-08-02 Capital Program - Rationale

Project ID and Name	2025 Adopted Budget	August 13th TBA	2025 Adjusted Budget	Rationale
ICI230 - Operations System	\$ 6,008,000	\$ 680,000	\$ 6,688,000	Project needs to execute change order for payroll module this year. Needs \$680,000 to execute that change order this year to hold pricing.
MSP185 - Ogden/Weber State University BRT	\$ 6,000,000	\$ 350,000	\$ 6,350,000	Funds needed for requested betterment actions. Actions include site improvements such as sidewalk replacements. A portion will also go towards the 4 electric buses coming this year. Of the funds added, \$325,000 were grant funds.
ICI228 - CPO New HRIS system application upgrade	\$ 1,670,000	\$ 400,000	\$ 2,070,000	Project needs to execute change order for contract extension. This change order is anticipated to be \$400,000.
MSP305 - FFY 2023 SL/WV 5310	\$ 1,320,000	\$ 205,000	\$ 1,525,000	Funds needed to align with grant amounts.
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	\$ 700,000	\$ 104,000	\$ 804,000	Funds requested to add more transit signal priority units to applicable buses.
REV241 - NRV Ancillary Equipment (Trailers, etc.)	\$ 134,000	\$ 100,000	\$ 234,000	Funds requested to purchase more trailers or ancillary Non-Revenue Vehicle equipment. Funds can be expended this year.
MSP303 - FFY 2023 O/L 5310	\$ 650,000	\$ 40,000	\$ 690,000	Funds needed to align with grant amounts.
FMA645 - Camera Sustainability	\$ 450,000	\$ (75,000)	\$ 375,000	Project appears to have extra funds for 2025. Right-sizing budget to match delivery and moving funds to assist in other project delivery.
REV234 - Tooele County Microtransit & Vehicle Electrification	\$ 113,000	\$ (104,000)	\$ 9,000	Project is complete. Moving extra funds to aid in other project delivery.
SGR359 - Bridge Rehabilitation & Maintenance	\$ 560,000	\$ (195,000)	\$ 365,000	Project appears to have extra funds for 2025. Right-sizing budget to match delivery and moving funds to assist in other project delivery.
MSP265 - Program Management Support	\$ 3,987,000	\$ (200,000)	\$ 3,787,000	Project appears to have extra funds for 2025. Right-sizing budget to match delivery and moving funds to assist in other project delivery.
FMA658 - Bus Replacement Camera System	\$ 620,000	\$ (325,000)	\$ 295,000	Project appears to have extra funds for 2025. Right-sizing budget to match delivery and moving funds to assist in other project delivery.
MSP999 - Capital Contingency	\$ 5,862,000	\$ (980,000)	\$ 4,882,000	Moving funds to aid in other project delivery. Will move \$570,000 in grant funds and \$410,000 in UTA funds.
	\$ 28,074,000	\$ -	\$ 28,074,000	



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Brian Reeves, Associate Chief Financial Officer

TITLE:

Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Goldman Sachs & Co. LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Master Task Ordering Agreement (MTOA) pool for Bond Underwriting with Goldman Sachs & Co LLC (Goldman Sachs) with a not-to-exceed amount for the entire pool of \$7,500,000.

BACKGROUND:

As of December 31, 2024, UTA has approximately \$2 billion in outstanding senior and subordinate sales tax revenue bonds. This bond underwriting engagement encompasses services related to the ongoing management of these bonds, potential refundings, and the issuance of new bonds as needed.

In accessing capital markets, bond underwriters play a critical role as intermediaries. They assist in preparing bond offering documents, developing investor marketing materials, and facilitating the issuance and distribution of UTA bonds to investors.

DISCUSSION:

UTA plans to utilize a pool of bond underwriters to develop diverse financing solutions. By maintaining a pool of underwriters, the Authority can access a broad range of financing strategies, enhancing financial flexibility and ensuring timely access to capital markets.

Under this arrangement, selected underwriters will join the MTOA pool contract, which leverages the collective strengths of its members. This structure provides UTA with access to specialized expertise and

competitive advantages, including:

- Expertise in negotiated and competitive bond sales
- Capability to support various issuance sizes
- Flexibility to collaborate within the pool (e.g., senior and co-senior manager partnerships)
- In-depth market research and insights
- Access to skilled professionals with industry expertise

The MTOA contract pool offers a cost-effective approach for UTA to navigate complex capital markets while securing market-competitive financing solutions.

CONTRACT SUMMARY:

Contractor Name:	Goldman Sachs & Co. LLC
Contract Number:	25-039302
Base Contract Effective Dates:	Effective after last signature thru 3/31/2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$7,500,000 for the entire pool
Procurement Method:	RFP
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Pursue procurement through a different contract or solicitation. This would delay issuance of bonds substantially, and limit UTA's financial flexibility.

FISCAL IMPACT:

The MTOA total not-to-exceed contract value is \$7,500,000, which covers the entire pool and payment for services will come from bond issuance proceeds.

Budget and 5 Year Capital Plan

- 2025 MTOA Pool Total: \$1,500,000
- 2026 MTOA Pool Total: \$1,500,000
- 2027 MTOA Pool Total: \$1,500,000
- 2028 MTOA Pool Total: \$1,500,000
- 2029 MTOA Pool Total: \$1,500,000

5-year total: \$7,500,000

ATTACHMENTS:

- Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Goldman Sachs & Co. LLC)



MASTER TASK ORDERING AGREEMENT - POOL

UTA CONTRACT # 25-039302PP

BOND UNDERWRITING

This Master Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and GOLDMAN SACHS & CO. LLC (“Contractor or Consultant”).

RECITALS

WHEREAS, UTA desires to establish a pool of contractors available to perform one or more related tasks per the Statement of Services contained at Exhibit A

WHEREAS, on January 17, 2025, UTA issued Request for: Proposal Number 25-03930PP (“RFP”) encouraging interested parties to submit a Proposal to perform the services described in the RFP

WHEREAS, upon evaluation of the Proposals s submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to be included in a pool of contractors who may perform the Work if issued a Task or Service Order.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work. (The terms "Contractor" and "Consultant" may be used interchangeably throughout this agreement).
- b. [Reserved].
- c. [Reserved].
- d. [Reserved].
- e. [Reserved].
- f. **Contractor acknowledges that it is one of several contractors included in a pool of contractors, any of whom may be called upon to perform the work via issuance of a task or service order. Contractor acknowledges that it is not guaranteed to receive any minimum number of Task or Service Orders under this Agreement.**

2. TASK ORDER ISSUANCE

- a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. [Reserved].
- c. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.
- d. [Reserved].

3. PROGRESS OF WORK

- a. [Reserved].
- b. Contractor shall conduct regular meetings or calls during an active underwriting assignment to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. [Reserved].
- d. [Reserved].

- e. [Reserved].
- f. [Reserved].
- g. [Reserved].

4. RESERVED

[Reserved].

5. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA and shall extend through March 31, 2030 unless otherwise terminated, however, the period of performance shall be automatically extended to cover any outstanding tasks which have been issued. (This contract contains one additional option year which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA.

6. COMPENSATION

Underwriting mandates shall be compensated in accordance with the bond purchase agreement ("BPA") between the Consultant and UTA with respect to the sale of securities, which shall be based on Exhibit B hereto.

7. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
 - 1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
 - 2. UTA's RFP (or RFQU 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;
 - 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. The BPA
3. UTA Terms and Conditions
4. UTA Solicitation Terms
5. 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.

9. 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:

- A. In the Scope of Services;
- B. In the method or manner of performance of the Work; or
- C. In the schedule or completion dates applicable to the Work.

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Consultant's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work

from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

Contractor must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. 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, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

10. INVOICING PROCEDURES

- a. Unless otherwise agreed between UTA and Contractor and as set forth in the BPA, 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

[Reserved].

11. USE OF SUBCONTRACTORS

- a. [Reserved].

12. KEY PERSONNEL

Contractor shall use commercially reasonable efforts provide the following personnel as indicated in Consultant's Proposal to work on any underwriting mandate. The following personnel are considered to be "key" under this clause:

Ruth Pan, Managing Director
Tel 310-407-5848
ruth.pan@gs.com

Kyle Vinson, Vice President
Tel 415-393-7755
kyle.vinson@gs.com

13. SUSPENSION OF WORK

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

14. TERMINATION BY UTA

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect

costs incurred (including Contract close-out and 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 subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving 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 Consultants 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. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall immediately discontinue all work affected (unless the notice directs otherwise). 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. 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.

d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Contractor shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Contractor shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Records shall be retained by Contractor for a period of at least four (4) years after completion of the Work, or until any audit initiated within that four-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 as reasonably requested including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon reasonable request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act

(GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. GENERAL INDEMNIFICATION

Subject to the indemnification provisions of the actual bond purchase agreement for each transaction, Underwriter shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind an description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Underwriter, its subcontractors or any employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction within this Contract or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder.

19. 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. [Reserved].

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. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery

period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, 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. [Reserved].

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.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

a. [Reserved].

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Managing Director	Five calendar days
UTA's CPO /Consultant Vice President	Five calendar days
UTA's Executive Manager/Consultant's CFO	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

b.

If to UTA:

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

with a required copy to:

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

If to Consultant:

Goldman Sachs & Co. LLC
Attn: Ruth Pan
Managing Director
10100 Santa Monica Blvd. Ste 2600
Los Angeles, CA 90067

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

Contract.

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

a. [Reserved].

30. 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 the extent required by applicable law or a court of competent jurisdiction, to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

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

35. AMENDMENTS

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

36. 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.

37. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Viola Miller
Chief Procurement Officer

UTA Legal Counsel
DocuSigned by:
By Mike Bell
70E33A415BA44F6...
Mike Bell
Utah Attorney General

GOLDMAN SACHS & Co LLC:

Signed by:
By Ruth Pan 6/4/2025
D1C2079016674B0...
Name Ruth Pan
Title Managing Director

By _____
Name _____
Title _____

EXHIBIT A SCOPE OF WORK

Utah Transit Authority expects a high degree of expertise and professionalism from its underwriter(s). The scope of services requested by this contract and the engagement by agreement is to provide the following professional and expert services:

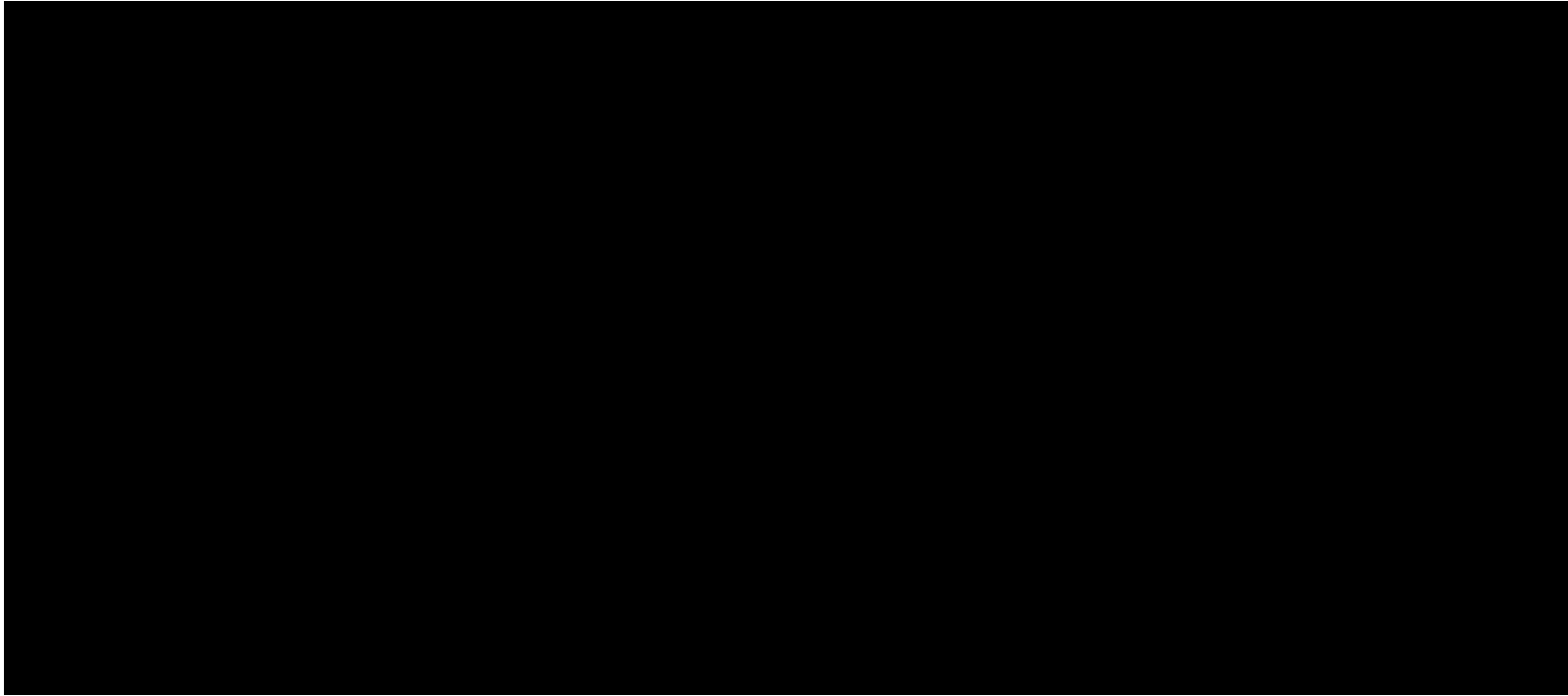
1. Become a member of the Authority's financing team for designated bond issues;
2. Provide input regarding the structure and terms of bond issues;
3. Provide input on refunding and/or tender of outstanding bonds issued;
4. Provide input regarding financing tools or strategies that may be of benefit to the Authority;
5. Provide input regarding the Authority's disclosure documents;
6. Develop a marketing plan for designated bonds to be issued to assure that the issue is priced at prevailing market rates to the advantage of the Authority;
7. Provide a thorough distribution of the issue and be willing to underwrite unsold balances if required;
8. Execute a definitive bond purchase contract.
9. Provide market data pertaining to supply, demand, rates, pricing, and structure.

If the Contractor participates in an underwriting transaction, the primary role of the Contractor, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between UTA and the Contractor. the Contractor has financial and other interests that differ from those of UTA. The Contractor is not acting as a fiduciary, financial advisor or Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended) to UTA or any other person or entity undertaking any transaction contemplated hereunder.

CONFIDENTIAL

**EXHIBIT B
PRICING**

This is a Pool Contract. The Not-to-Exceed amount for the ENTIRE POOL is \$7,500,000. Each Task or Service Order issued under this contract or the other contracts in the pool will decrease the total amount available for all pool contractors.





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Brian Reeves, Associate Chief Financial Officer

TITLE:

Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Morgan Stanley)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Master Task Ordering Agreement (MTOA) pool for Bond Underwriting with Morgan Stanley, with a not-to-exceed amount for the entire pool of \$7,500,000.

BACKGROUND:

As of December 31, 2024, UTA has approximately \$2 billion in outstanding senior and subordinate sales tax revenue bonds. This bond underwriting engagement encompasses services related to the ongoing management of these bonds, potential refundings, and the issuance of new bonds as needed.

In accessing capital markets, bond underwriters play a critical role as intermediaries. They assist in preparing bond offering documents, developing investor marketing materials, and facilitating the issuance and distribution of UTA bonds to investors.

DISCUSSION:

UTA plans to utilize a pool of bond underwriters to develop diverse financing solutions. By maintaining a pool of underwriters, the Authority can access a broad range of financing strategies, enhancing financial flexibility and ensuring timely access to capital markets.

Under this arrangement, selected underwriters will join the MTOA pool contract, which leverages the collective strengths of its members. This structure provides UTA with access to specialized expertise and competitive advantages, including:

- Expertise in negotiated and competitive bond sales
- Capability to support various issuance sizes
- Flexibility to collaborate within the pool (e.g., senior and co-senior manager partnerships)
- In-depth market research and insights
- Access to skilled professionals with industry expertise

The MTOA pool contract offers a cost-effective approach for UTA to navigate complex capital markets while securing market-competitive financing solutions.

CONTRACT SUMMARY:

Contractor Name:	Morgan Stanley
Contract Number:	25-039304
Base Contract Effective Dates:	Effective after last signature thru 3/31/2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$7,500,000 for the entire pool
Procurement Method:	RFP
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Pursue procurement through a different contract or solicitation. This would delay issuance of bonds substantially, and limit UTA's financial flexibility.

FISCAL IMPACT:

The MTOA total not-to-exceed contract value is \$7,500,000, which covers the entire pool and payment for services will come from bond issuance proceeds.

Budget and 5 Year Capital Plan

- 2025 MTOA Pool Total: \$1,500,000
- 2026 MTOA Pool Total: \$1,500,000
- 2027 MTOA Pool Total: \$1,500,000
- 2028 MTOA Pool Total: \$1,500,000
- 2029 MTOA Pool Total: \$1,500,000

5-year total: \$7,500,000

ATTACHMENTS:

- Contract: Master Task Ordering Agreement - Bond Underwriting Services Pool (Morgan Stanley)
-



MASTER TASK ORDERING AGREEMENT - POOL

UTA CONTRACT # 25-039304PP

BOND UNDERWRITING

This Master Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and MORGAN STANLEY ("Contractor or Consultant").

RECITALS

WHEREAS, UTA desires to establish a pool of contractors available to perform one or more related tasks per the Statement of Services contained at Exhibit A

WHEREAS, on January 17, 2025, UTA issued Request for: Proposal Number 25-03930PP ("RFP") encouraging interested parties to submit a Proposal to perform the services described in the RFP

WHEREAS, upon evaluation of the Proposals s submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to be included in a pool of contractors who may perform the Work if issued a Task or Service Order.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work. (The terms "Contractor" and "Consultant" may be used interchangeably throughout this agreement).
- b. Contractor shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. **Contractor acknowledges that it is one of several contractors included in a pool of contractors, any of whom may be called upon to perform the work via issuance of a task or service order. Contractor acknowledges that it is not guaranteed to receive any minimum number of Task or Service Orders under this Agreement.**

2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Contractor will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Contractor shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.
- c. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost

(beyond task orders already issued) to either Party.

- d. If UTA and the Contractor are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Contractor and procure the item outside this Contract.

3. PROGRESS OF WORK

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Contractor has fully performed the work under a Task Order, UTA's PM will notify the Contractor of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Contractor knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

5. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than March 31, 2030, however, the period of performance shall be automatically extended to cover any outstanding tasks which have been issued. (This contract contains one additional option year which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

6. COMPENSATION

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Contractor and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum or not-to-exceed price will be paid to the Contractor for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Contractor for all costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs.

7. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
 2. UTA's RFP (or RFQU 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;
 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

8. 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.

9. 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:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an

equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Consultant's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
 - A. The date, circumstances, and source of the change; and
 - B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. 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, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

10. 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.

- 11. 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.

12. **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 Consultant, 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 Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

13. **USE OF SUBCONTRACTORS**

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

14. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following personnel are considered to be "key" under this clause:

Morgan Stanley	Morgan Stanley
Attn: Alex Zaman	Attn: Margie Backstrom
Executive Director,	Managing Director, Co-Head of Public Sector
Head of Surface Transportation	555 California Street, Suite 2200
1999 Avenue of the Stars, St 2400	San Francisco, CA 94104
Los Angeles, CA 90067	
310-788-2060	415-576-2073
Alexander.Zaman@morganstanley.com	Margaret.Backstrom@morganstanley.com

If the key personnel listed above are changed without UTA's permission, the Contractor is in default of the contract and liable for default damages.

15. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Consultant, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately

comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

16. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and 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 subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving 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 Consultants 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. **CONSULTANT'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 Consultant'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.

d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Contractor shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Contractor shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

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

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

to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

18. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

19. 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). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

20. GENERAL INDEMNIFICATION

MS agrees to indemnify UTA for any damage or loss suffered by UTA caused by the negligence or wrongful acts of MS, as described more particularly in the Bond Purchase Agreement

21. 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. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

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

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

22. INTELLECTUAL PROPERTY INDEMNIFICATION DELETED

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

23. INDEPENDENT CONTRACTOR

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

24. PROHIBITED INTEREST

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

25. CLAIMS/DISPUTE RESOLUTION DELETED

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

Level of Authority

UTA's Project Manager/Managing Director

~~Time Limit~~

~~Five calendar days~~

~~UTA's CPO/Consultant Vice President~~

~~Five calendar days~~

~~UTA's Executive Manager/Consultant's CFO~~

~~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.~~

26. GOVERNING LAW

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

27. ASSIGNMENT OF CONTRACT

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

28. 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.

29. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority

with a required copy to:

Utah Transit Authority

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

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

If to Consultant:

Morgan Stanley
ATTN: Alex Zaman
1999 Avenue of the Stars, Suite 2400
Los Angeles, CA 90067

Morgan Stanley
ATTN: Margie Backstrom
555 California Street, Suite
San Francisco, CA 94104

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

30. CONTRACT ADMINISTRATOR

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

31. 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

32. NO THIRD-PARTY BENEFICIARY

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

33. 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.

34. 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.

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

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. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Viola Miller
Chief Procurement Officer

UTA Legal Counsel

By Mike Bell
70E33A415BA44F6...
Mike Bell
Utah Attorney General

MORGAN STANLEY:

By Alexander Zaman 6/24/2025
17B366EA199140F...
Name _____
Title _____

By _____
Name _____
Title _____

EXHIBIT A SCOPE OF WORK

Utah Transit Authority expects a high degree of expertise and professionalism from its underwriter(s). The scope of services requested by this contract and the engagement by agreement is to provide the following professional and expert services:

1. Become a member of the Authority's financing team for designated bond issues;
2. Provide input regarding the structure and terms of bond issues;
3. Provide input on refunding and/or tender of outstanding bonds issued;
4. Provide input regarding financing tools or strategies that may be of benefit to the Authority;
5. Provide input regarding the Authority's disclosure documents;
6. Develop a marketing plan for designated bonds to be issued to assure that the issue is priced at prevailing market rates to the advantage of the Authority;
7. Provide a thorough distribution of the issue and be willing to underwrite unsold balances if required;
8. Execute a definitive bond purchase contract.
9. Provide market data pertaining to supply, demand, rates, pricing, and structure.

CONFIDENTIAL

EXHIBIT B
PRICING

This is a Pool Contract. The Not-to-Exceed amount for the ENTIRE POOL is \$7,500,000. Each Task or Service Order issued under this contract or the other contracts in the pool will decrease the total amount available for all pool contractors.

	\$50 Million		\$100 Million		\$250 Million		\$500 Million	
	\$ Amount	\$/1,000	\$ Amount	\$/1,000	\$ Amount	\$/1,000	\$ Amount	\$/1,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Service Officer
PRESENTER(S): David Osborn, Acting Director Capital Design and Construction

TITLE:

Contract: Jordan River Building 2 Furniture (Workspace Elements)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 17579 and associated disbursements under State Contract MA4706 to provide and install office, conference room, break room, and lobby furniture for Jordan River Building 2 with Workspace Elements in the amount of \$264,429.20.

BACKGROUND:

The Jordan River Building 2 remodel project is progressing and scheduled to be completed later this year and requires furnishings to be a functional workspace. ...

DISCUSSION:

UTA staff is requesting approval of purchase order 17579 with Workspace Elements to provide and install office, conference room, break room and lobby furniture for Jordan River Building 2.

UTA will use State Contract MA4706 to work with WorkSpace Elements, who will select and install furnishings for the building.

WorkSpace is an authorized dealer for AllSteel Inc. and The HON Company, both of whom also have agreements for office furniture with the state under State Contracts MA3963 and MA3970, respectively, meaning that UTA will have access the pricing for those agreements as well.

CONTRACT SUMMARY:

Contractor Name:	Workspace Elements
Contract Number:	State Contract: MA4706 Purchase Order: 17579
Base Contract Effective Dates:	State Contract: October 25, 2024 - October 24, 2029 Purchase Order: Effective after last signature through December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$264,429.20
Procurement Method:	State Contract MA4706
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Purchase furniture through another source.

FISCAL IMPACT:

The 2025 amount is included in the approved 2025 Capital Budget for Project SGR390

- 2025 - Contract Total: \$264,429.20
-

ATTACHMENTS:

- Contract: Jordan River Building 2 Furniture (Workspace Elements)
- State Contract MA4706 ([Link <https://bit.ly/USC_MA4706>](https://bit.ly/USC_MA4706))
- State Contract MA3963 ([Link <https://bit.ly/USC_MA3963>](https://bit.ly/USC_MA3963))
- State Contract MA3970 ([Link <https://bit.ly/USC_MA3970>](https://bit.ly/USC_MA3970))

WorkSpace Elements 3003 S Highland Dr Salt Lake City UT 84106			PURCHASE ORDER NUMBER OG		17579	
			PO Number Must Appear On All Invoices And Shipments			
				Utah Transit Authority	VENDOR NUMBER 1508756	PO DATE 7/15/2025
SEND INVOICE TO:		SHIP TO:	An Equal Opportunity Employer		ORDER TAKEN BY	FOB
AP@RIDEUTA.COM		ATTENTION: RECEIVING				*
669 W 200 S		3600 S 700 W	801-287-3008		BUYER	PAGE NUMBER
SLC, UT 84101		Salt Lake City UT 84119	www.rideuta.com		Woodward, Vicki	1 of 1

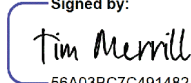
Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 264,429.20 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00015668	10/31/25	EA	40-7390.63000.3004	Jordan River Bldg 2 Furniture	\$264,429.20	\$264,429.20

A Notice to Proceed (NTP) will be sent upon approval from Utah Transit Authority Board of Trustees.
Furniture delivery date estimated 10/31/25. PO end date 12/31/25.
State of Utah Contract Numbers: MA3970, MA4706, & MA3963 PO#17579 Jordan River Bldg 2 Furniture.
This PO is a Not to Exceed Amount of \$264,429.20.
See the attached WorkSpace Elements list of items in Exhibit A of this PO.
See the attached Insurance and Indemnification Requirements in Exhibit B of this PO.
See the attached Design Package in Exhibit C of this PO.

Utah Transit Authority

WorkSpace Elements

Signed by:

56A03BC7C491482...
Signature : Date: 7/17/2025
Tim Merill, in lieu of Mike Bell,
AAG State of Utah and UTA Legal Counsel UTA

DocuSigned by:

4E056B44ECE4499...
Signature: Date: 7/17/2025
Candis Bowen
vice President

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.



Proposal

WORKSPACE ELEMENTS
3003 HIGHLAND DRIVE
SALT LAKE CITY , UT 84106
PHONE: 801.746.0271
EMAIL:
CS@WORKSPACEELEMENTS.COM

ORDER NUMBER	24206
DATE	07/09/2025
CUSTOMER PO NO	
CUSTOMER NAME	UTAH TRANSIT AUTHORITY
SALESPERSON	BEN JENKINSON
TERMS	NET 30
PAGE	1 of 1

UTAH TRANSIT AUTHORITY 669 WEST 200 SOUTH SALT LAKE CITY, UT 84101 ATTN: ACCOUNTS PAYABLE	S H I P T O JORDAN RIVER BUILDING 2
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QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.00 Each	NOTE: THIS PROPOSAL HAS BEEN PREPARED TO ACCOMPANY THE DESIGN PRESENTATION PACKAGE. THIS PROPOSAL AND THE DESIGN PRESENTATION PACKAGE MUST BE APPROVED AND SIGNED FOR ORDERING.	0.00	0.00
1.00 Each	PO INSTRUCTIONS THIS PROPOSAL HAS BEEN PREPARED UTILIZING THE FOLLOWING CONTRACTS: WORKSPACE CO-OP MA4706 ALLSTEEL MA3963-PA HON MA3970-PA OPEN MARKET ITEMS CONTRACT NUMBERS MUST BE NOTED ON YOUR PO. PLEASE MAKE PURCHASE ORDER PAYABLE TO: WORKSPACE ELEMENTS 3003 SOUTH HIGHLAND DRIVE SALT LAKE CITY, UTAH 84106	0.00	0.00
1.00 EACH	FURNITURE PLEASE REFERENCE THE ATTACHED SPECIFICATION FOR INDIVIDUAL PARTS & PIECES	240,379.20	240,379.20
1.00 Each	LABOR SERVICES INSTALLATION SERVICES AND REMOVAL OF SHIPPING/PACKAGING MATERIALS.	24,050.00	24,050.00

FURNITURE :	\$240,379.20
DESIGN/PM :	\$0.00
FREIGHT :	\$0.00
LABOR :	\$24,050.00
ORDER SUB-TOTAL :	\$264,429.20
TOTAL ORDER :	\$264,429.20

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1						EXECUTIVE OFFICE		\$ 17,802.70	67.200		\$ 5,839.33
2						OFFICE TYPICAL (11 TOTAL)		\$ 177,412.70	67.013		\$ 58,524.07
3						COLLABORATION SPACE 114 (1 TOTAL)		\$ 14,214.70	66.005		\$ 4,832.26
4						SUPERVISOR OFFICES (11 TOTAL)		\$ 97,433.00	69.823		\$ 29,402.64
5						OFFICE SPECIALIST (1 TOTAL)		\$ 10,398.00	67.162		\$ 3,414.54
6						OFFICE SEATING OPTIONS		\$ 69,273.00	63.888		\$ 25,015.95
7						CIRCULATION SPACE		\$ 19,347.00	66.276		\$ 6,524.60
8						COLLABORATION 1		\$ 14,468.00	66.378		\$ 4,864.40
9						COLLABORATION 2		\$ 25,008.00	65.525		\$ 8,621.44
10						COLLABORATION 3		\$ 10,688.00	62.838		\$ 3,971.84
11						WORKROOMS		\$ 4,946.00	70.000		\$ 1,483.80
12						FIRST LEVEL CONFERENCE ROOMS		\$ 137,327.10	66.767		\$ 45,637.95
13						SECOND LEVEL CONFERENCE ROOM		\$ 84,256.44	67.011		\$ 27,795.42
14						BREAK ROOMS		\$ 20,400.00	68.552		\$ 6,415.50
15						TECH SHARED WORKSPACE		\$ 13,260.00	65.000		\$ 4,641.00
16						LACTATION ROOM		\$ 5,733.00	62.650		\$ 2,141.26
17						LOCKER ROOM		\$ 0.00	0.000		\$ 1,253.20
						Grand Total		\$ 721,967.64	66.705		\$ 240,379.20

EXECUTIVE OFFICE

1 of 2

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	PO-01	1	HON	HHATW3072CT		72W x 30D Rect Worksurface - C/T Base	\$ 757.00	\$ 757.00	78.000	\$ 166.54	\$ 166.54
				\$(L1STD) D D X P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black STIFFENER INCLUDED					
2	PO-01	2	HON	HNLRC2466		66W x 24D Rectangle Worksurface	\$ 498.00	\$ 996.00	65.000	\$ 174.30	\$ 348.60
				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple SHIPS W/FLAT BRACKET					
3	PO-01	1	HON	HNLRC2448		48W x 24D Rectangle Worksurface	\$ 389.00	\$ 389.00	65.000	\$ 136.15	\$ 136.15
				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple SHIPS W/FLAT BRACKET					
4	PO-01	1	HON	HHATB2S2LC		2 Stage 2 Leg Rectangle C Foot	\$ 1,090.00	\$ 1,090.00	70.000	\$ 327.00	\$ 327.00
				\$(P1) .PJW X MEM	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Designer White Standard Glide Memory Preset					
5	PO-01	2	ALS	ACAP-WCB15		Apr Cantilever Worksurface Support 15	\$ 243.00	\$ 486.00	73.500	\$ 64.40	\$ 128.80
6	PO-01	1	HON	HNLLEP2428R		15-3/4Wx24Dx28-1/2H L-Shaped End Panel Right	\$ 468.00	\$ 468.00	65.000	\$ 163.80	\$ 163.80
				.X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
7	PO-01	1	HON	HUSLMOD1366		Laminate Modesty 13h x 66w	\$ 886.00	\$ 886.00	78.000	\$ 194.92	\$ 194.92
				\$(L1STD) D D P	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple Black					
8	PO-01	1				OUTLET SURGE PROTECTOR , 6FT CORD w/ (6) OUTLETS	\$ 0.00	\$ 0.00	0.000	\$ 40.00	\$ 40.00
9	PO-01	1	HON	HJTRGH24		24" Cable Management Tray - Black Only	\$ 99.00	\$ 99.00	76.000	\$ 23.76	\$ 23.76
				.P	Select Paint Color	Black					
10	PO-01	1	DEKK O			HARBOR POWER MODULE, CLAMP ON	\$ 180.00	\$ 180.00	47.222	\$ 95.00	\$ 95.00
				INCLUDES: WATTS: FINISH:		(2) POWER OUELTLS, (1) USB-A, (1) USB-C 65 WHITE					
11	PO-01	1	HON	HLED31A		31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$ 842.00	\$ 842.00	78.000	\$ 185.24	\$ 185.24
12	PO-01	1	HON	HLED31AUO		31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$ 686.00	\$ 686.00	78.000	\$ 150.92	\$ 150.92
13	PO-01	1	HON	HLSLZ5SC48		36"W External Stiffener	\$ 125.00	\$ 125.00	65.000	\$ 43.75	\$ 43.75
				.P	Select Color Option	Black					
14	PO-01	1	HON	HLSLZ5SC66		54"W External Stiffener	\$ 149.00	\$ 149.00	65.000	\$ 52.15	\$ 52.15
				.P	Select Color Option	Black					
15	PO-01	1	HON	HLSL66TW		Tackboard for 66" W Wallmount Tackboard	\$ 504.00	\$ 504.00	65.000	\$ 176.40	\$ 176.40
				\$(A) .NBLE 32	Fabric Selection Grd A Fab Noble	Grd A Fabric Noble Ice Caves					
16	PO-01	1	HON	HNL1566LL		66x15x15 Wall Mount Storage lam lk drs	\$ 1,661.00	\$ 1,661.00	65.000	\$ 581.35	\$ 581.35
				.SA \$(L1STD) D \$(L1STD) D	Lock Finish Selection Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
17	PO-01	1	HON	HNLZ31828PBBF		18Wx23-1/8Dx28-1/2H Box/File Pedestal	\$ 1,105.00	\$ 1,105.00	65.000	\$ 386.75	\$ 386.75
				.H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
18	PO-01	1	HON	HNLZ31828PFF		18Wx23-1/8Dx28-1/2H File/File Pedestal	\$ 1,105.00	\$ 1,105.00	65.000	\$ 386.75	\$ 386.75
				.H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
19	PO-01	1	HON	HNL241865WLR		18x24x64-3/4 Wardrobe/Storage Cab lam dr Rt	\$ 2,230.00	\$ 2,230.00	65.000	\$ 780.50	\$ 780.50
				.H \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					

EXECUTIVE OFFICE

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
20	PO-01	1	HON	HNL233028PLF		30Wx23-1/8Dx26-1/2H Lateral File Pedestal	\$ 1,353.00	\$ 1,353.00	65.000	\$ 473.55	\$ 473.55
✓				H	Select Handle Detail	TriangleBar/DesignerWhite					
				X	Select Grommet Color	No Grommet					
				\$(L1STD)	Select Chassis Color	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				\$(L1STD)	Select Front Color	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
21	PO-01	4	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 65.00	\$ 260.00	65.000	\$ 22.75	\$ 91.00
✓				X101E	Select Key Number	101E					
22	PO-01	2	HON	HF27S		Satin Removable Lock Core Kit	\$ 48.00	\$ 96.00	65.000	\$ 16.80	\$ 33.60
✓				X101E	Select Key Number	101E					
sub						Subtotal		\$ 15,467.00	67.890		\$ 4,966.53
23	T-01	1	HON	HCTRND42		Arrange Table 42" Round Top	\$ 634.00	\$ 634.00	70.000	\$ 190.20	\$ 190.20
✓				N	Grommet Selection	No Grommet					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				D	Select Edgeband Color	Natural Maple					
						EXEC OFFICE 101					
						STANDARD OFFICE 113					
24	T-01	1	HON	HCT29LX		Arrnge Seated Hght X-base for 42-48" Srhc	\$ 842.00	\$ 842.00	70.000	\$ 252.60	\$ 252.60
✓				\$(P1)	Select Paint Color	P1 Paint Opts					
				.PK7	Select Grade 1 Paint	Designer White Texture					
sub						Subtotal		\$ 1,476.00	70.000		\$ 442.80
25	X-01	1	ACC	G7248W		Infinity Series - Frameless - Glass:White Magnetic Surface - 6'x4' Board	\$ 859.70	\$ 859.70	49.983	\$ 430.00	\$ 430.00
✓						EXECUTIVE OFFICE		\$ 17,802.70	67.200		\$ 5,839.33

OFFICE TYPICAL (11 TOTAL)

1 of 2

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	PO-02	8	HON	HHATW3072CT		72W x 30D Rect Worksurface - C/T Base	\$ 757.00	\$ 6,056.00	78.000	\$ 166.54	\$ 1,332.32
✓				\$(L1STD) D D X P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black STIFFENER INCLUDED					
2	PO-02	2	HON	HHATW2870CT		70W x 28D Rect Worksurface - C/T Base	\$ 772.00	\$ 1,544.00	78.000	\$ 169.84	\$ 339.68
✓				\$(L1STD) D D X P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black IN OFFICES 202 AND 220 STIFFENER INCLUDED					
3	PO-02	1	HON	HHATW3066CT		66W x 30D Rect Worksurface - C/T Base	\$ 714.00	\$ 714.00	78.000	\$ 157.08	\$ 157.08
✓				\$(L1STD) D D X P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black IN OFFICE 112 STIFFENER INCLUDED					
4	PO-02	21	HON	HNLRC2466		66W x 24D Rectangle Worksurface	\$ 498.00	\$ 10,458.00	65.000	\$ 174.30	\$ 3,660.30
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple					
5	PO-02	1	HON	HNLRC2460		60W x 24D Rectangle Worksurface	\$ 462.00	\$ 462.00	65.000	\$ 161.70	\$ 161.70
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple IN OFFICE 112					
6	PO-02	11	HON	HHATB2S2LC		2 Stage 2 Leg Rectangle C Foot	\$ 1,090.00	\$ 11,990.00	70.000	\$ 327.00	\$ 3,597.00
✓				\$(P1) .PJW X MEM	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Designer White Standard Glide Memory Preset					
7	PO-02	2	HON	HNL11SUPP		1-1/8Wx10-1/2Dx28-1/2H Support Brace	\$ 213.00	\$ 426.00	65.000	\$ 74.55	\$ 149.10
✓				\$(L1STD) D	Select Laminate Color Select Grade 1 Laminate Finish	Grd L1 Standard Laminates Natural Maple GOING UNDER BRIDGE IN OFFICES 110 & 202					
8	PO-02	2	HON	HSDG		Gussets (1 Pr)	\$ 162.00	\$ 324.00	76.000	\$ 38.88	\$ 77.76
✓				\$(P1) .PJW	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Designer White GOING UNDER BRIDGE IN OFFICES 110 & 202					
9	PO-02	20	ALS	ACAP-WCB15		Apr Cantilever Worksurface Support 15	\$ 243.00	\$ 4,860.00	73.500	\$ 64.40	\$ 1,288.00
✓											
10	PO-02	4	HON	HNLLEP2428L		15-3/4Wx24Dx28-1/2H L-Shaped End Panel Left	\$ 468.00	\$ 1,872.00	65.000	\$ 163.80	\$ 655.20
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
11	PO-02	7	HON	HNLLEP2428R		15-3/4Wx24Dx28-1/2H L-Shaped End Panel Right	\$ 468.00	\$ 3,276.00	65.000	\$ 163.80	\$ 1,146.60
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
12	PO-02	11	DEKK O			HARBOR POWER MODULE, CLAMP ON	\$ 180.00	\$ 1,980.00	47.222	\$ 95.00	\$ 1,045.00
				INCLUDES: WATTS: FINISH:		(2) POWER OUTLETS, (1) USB-A, (1) USB-C 65 WHITE					
13	PO-02	11	HON	HLED31A		31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$ 842.00	\$ 9,262.00	78.000	\$ 185.24	\$ 2,037.64
✓											
14	PO-02	11	HON	HLED31AUO		31"LED L1 W/8"JmprCordDaisyChain(FOLLOWER)	\$ 686.00	\$ 7,546.00	78.000	\$ 150.92	\$ 1,660.12
✓											
15	PO-02	11				OUTLET SURGE PROTECTOR , 6FT CORD w/ (6) OUTLETS	\$ 0.00	\$ 0.00	0.000	\$ 40.00	\$ 440.00
✓											
16	PO-02	11	HON	HJTRGH24		24" Cable Management Tray - Black Only	\$ 99.00	\$ 1,089.00	78.000	\$ 21.78	\$ 239.58
✓				P	Select Paint Color	Black					
17	PO-02	11	HON	HLSL66TW		Tackboard for 66" W Wallmount Tackboard	\$ 504.00	\$ 5,544.00	65.000	\$ 176.40	\$ 1,940.40
✓				\$(A) .NBLE 32	Fabric Selection Grd A Fab Noble	Grd A Fabric Noble Ice Caves					
18	PO-02	11	HON	HNL1566LL		66x15x15 Wall Mount Storage lam k drs	\$ 1,661.00	\$ 18,271.00	65.000	\$ 581.35	\$ 6,394.85
✓				SA \$(L1STD) D \$(L1STD) D	Lock Finish Selection Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
19	PO-02	10	HON	HUSLMOD1366		Laminate Modesty 13h x 66w	\$ 886.00	\$ 8,860.00	78.000	\$ 194.92	\$ 1,949.20
✓				\$(L1STD) D D P	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple Black					

OFFICE TYPICAL (11 TOTAL)

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
20	PO-02	1	HON	HUSLMOD1360		Laminate Modesty 13h x 60w	\$ 767.00	\$ 767.00	78.000	\$ 168.74	\$ 168.74
✓				\$(L1STD) D D P	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple Black GOES IN OFFICE 112					
21	PO-02	11	HON	HLSLZ5SC66		54"W External Stiffener	\$ 149.00	\$ 1,639.00	65.000	\$ 52.15	\$ 573.65
✓				P	Select Color Option	Black					
22	PO-02	11	HON	HNL231628PBBF		15-3/4Wx23-1/8Dx28-1/2H Box/Box/File Pedestal	\$ 1,005.00	\$ 11,055.00	65.000	\$ 351.75	\$ 3,869.25
✓				H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
23	PO-02	11	HON	HNL231628PFF		15-3/4Wx23-1/8Dx28-1/2H File/File Pedestal	\$ 1,005.00	\$ 11,055.00	65.000	\$ 351.75	\$ 3,869.25
✓				H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
24	PO-02	5	HON	HNLBP1628		15-3/4W x 27-7/8H Pedestal Back Panel	\$ 191.00	\$ 955.00	65.000	\$ 66.85	\$ 334.25
✓				\$(L1STD) D	Select Laminate Color Select Grade 1 Laminate Finish	Grd L1 Standard Laminates Natural Maple GOES IN OFFICES 112, 115, 202, & 213					
25	PO-02	4	HON	HNL241865WLL		18x24x64-3/4 Wardrobe/Storage Cab lam dr Lf	\$ 2,230.00	\$ 8,920.00	65.000	\$ 780.50	\$ 3,122.00
✓				H \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
26	PO-02	7	HON	HNL241865WLR		18x24x64-3/4 Wardrobe/Storage Cab lam dr Rt	\$ 2,230.00	\$ 15,610.00	65.000	\$ 780.50	\$ 5,463.50
✓				H \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
27	PO-02	44	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 65.00	\$ 2,860.00	65.000	\$ 22.75	\$ 1,001.00
✓				~	Select Key Number	Undecided KEY Option SPLIT AT ORDER THIS INCLUDES KEY TO LATERAL FILE					
28	PO-02	22	HON	HF27S		Satin Removable Lock Core Kit	\$ 48.00	\$ 1,056.00	65.000	\$ 16.80	\$ 369.60
✓				~	Select Key Number	Undecided KEY Option SPLIT BEFORE ORDER					
sub						Subtotal		\$ 148,451.00	68.311		\$ 47,042.77
29	ST-01	11	HON	HNL2436LD2		36x24x29-1/2 Lateral File two drawer	\$ 1,639.00	\$ 18,029.00	65.000	\$ 573.65	\$ 6,310.15
✓				.G D .H \$(L1STD) D \$(L1STD) D \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Handle Detail Select Top Laminate Color Select Grade 1 Laminate Finish Select Chassis Laminate Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple TriangleBar/DesignerWhite Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
30	T-01	1	HON	HCTRND42		Arrange Table 42" Round Top	\$ 634.00	\$ 634.00	70.000	\$ 190.20	\$ 190.20
✓				.N \$(L1STD) D D	Grommet Selection Select Grade Select Grade 1 Laminate Finish Select Edgeband Color	No Grommet Grd L1 Standard Laminates Natural Maple Natural Maple STANDARD OFFICE 113					
31	T-01	1	HON	HCT29LX		Armge Seated Hight X-base for 42-48" Srfc	\$ 842.00	\$ 842.00	70.000	\$ 252.60	\$ 252.60
✓				\$(P1) .PK7	Select Paint Color Select Grade 1 Paint	P1 Paint Opt Designer White Texture					
32	X-01	11	ACC	G7248W		Infinity Series - Frameless - Glass:White Magnetic Surface - 6'x4' Board	\$ 859.70	\$ 9,456.70	50.000	\$ 429.85	\$ 4,728.35
✓						OFFICE TYPICAL (11 TOTAL)		\$ 177,412.70	67.013		\$ 58,524.07

COLLABORATION SPACE 114 (1 TOTAL)

1 of 2

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	PO-03	1	HON	HHA7W3066CT		66W x 30D Rect Worksurface - C/T Base	\$ 714.00	\$ 714.00	78.000	\$ 157.08	\$ 157.08
✓				\$(L1STD) D D X P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black STIFFENER INCLUDED					
2	PO-03	1	HON	HNLRC2478		78W x 24D Rectangle Worksurface	\$ 621.00	\$ 621.00	65.000	\$ 217.35	\$ 217.35
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple					
3	PO-03	1	HON	HNLRC2436		36W x 24D Rectangle Worksurface / Ped Top	\$ 328.00	\$ 328.00	65.000	\$ 114.80	\$ 114.80
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple					
4	PO-03	1	HON	HHA7B2S2LC		2 Stage 2 Leg Rectangle C Foot	\$ 1,090.00	\$ 1,090.00	70.000	\$ 327.00	\$ 327.00
✓				\$(P1) .PJW X MEM	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Designer White Standard Glide Memory Preset					
5	PO-03	2	HON	HNL11SUPP		1-1/8Wx10-1/2Dx28-1/2H Support Brace	\$ 213.00	\$ 426.00	65.000	\$ 74.55	\$ 149.10
✓				\$(L1STD) D	Select Laminate Color Select Grade 1 Laminate Finish	Grd L1 Standard Laminates Natural Maple					
6	PO-03	2	HON	HSDG		Gussets (1 Pr)	\$ 162.00	\$ 324.00	76.000	\$ 38.88	\$ 77.76
✓				\$(P1) .PJW	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Designer White					
7	PO-03	1	HON	HNLLEP2428L		15-3/4Wx24Dx28-1/2H L-Shaped End Panel Left	\$ 468.00	\$ 468.00	65.000	\$ 163.80	\$ 163.80
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
8	PO-03	1	ALS	ACAP-WCB15		Apr Cantilever Worksurface Support 15	\$ 243.00	\$ 243.00	73.500	\$ 64.40	\$ 64.40
9	PO-03	1				OUTLET SURGE PROTECTOR , 6FT CORD w/ (6) OUTLETS	\$ 0.00	\$ 0.00	0.000	\$ 40.00	\$ 40.00
10	PO-03	1	HON	HJTRGH24		24" Cable Management Tray - Black Only	\$ 99.00	\$ 99.00	78.000	\$ 21.78	\$ 21.78
✓				.P	Select Paint Color	Black					
11	PO-03	1	DEKK O			HARBOR POWER MODULE, CLAMP ON	\$ 180.00	\$ 180.00	47.222	\$ 95.00	\$ 95.00
✓				INCLUDES: WATTS: FINISH:		(2) POWER OUETLS, (1) USB-A, (1) USB-C 65 WHITE					
12	PO-03	1	HON	HLSL60TW		Tackboard for 60" W Wallmount Tackboard	\$ 449.00	\$ 449.00	65.000	\$ 157.15	\$ 157.15
✓				\$(A) .NBLE 32	Fabric Selection Grd A Fab Noble	Grd A Fabric Noble Ice Caves					
13	PO-03	1	HON	HNL231628PBBF		15-3/4Wx23-1/8Dx28-1/2H Box/Box/File Pedestal	\$ 1,005.00	\$ 1,005.00	65.000	\$ 351.75	\$ 351.75
✓				.H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
14	PO-03	1	HON	HNL231628PFF		15-3/4Wx23-1/8Dx28-1/2H File/File Pedestal	\$ 1,005.00	\$ 1,005.00	65.000	\$ 351.75	\$ 351.75
✓				.H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
15	PO-03	1	ALS	WKNT651224L		Approach Wardrobe 65H 12W 24D L No Feet	\$ 2,938.00	\$ 2,938.00	73.500	\$ 778.57	\$ 778.57
✓				X \$(L1STD) LWD DD \$(L1STD) LWD DD SP .PJW OMT	FSC Option Laminate Chassis Options L1 Std Laminate Options LWD Edge Options Laminate Front Options L1 Std Laminate Options LWD Edge Options Pull Type Options Pull Color Lock/OMT Opts	Standard Wood Grd L1 Standard Laminates Natural Maple Natural Maple Grd L1 Standard Laminates Natural Maple Natural Maple Square Designer White OMT Core to Ord key Alike NEED TO FIELD INSTALL PULLS TO MATCH					
16	PO-03	1	HON	HNL1560LL		60x15x15 Wall Mount Storage lam lk drs	\$ 1,504.00	\$ 1,504.00	65.000	\$ 526.40	\$ 526.40
✓				SA \$(L1STD) D \$(L1STD) D	Lock Finish Selection Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	Salin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
17	PO-03	1		251016460H		DESIGNER WHITE TRIANGLE BAR PULL 3-PACK	\$ 0.00	\$ 0.00	0.000	\$ 125.00	\$ 125.00
✓						USE (2) IN SUPERVISORS OFFICES					
18	PO-03	1	ALS	LKFE1MTS		Lock Core Kit Matte Silver -- 1 core 2 keys	\$ 31.00	\$ 31.00	73.500	\$ 8.22	\$ 8.22
✓				\$(KEYNUM) SEQ/ ~ .1	Lock Core Pack Opts Lock Numbers for LKFE Lock Nmbrs for Sequence Start Specify Quantity Needed	Key Number Key Number Sequence Start Undecided KEY NUMBER Option 1					

COLLABORATION SPACE 114 (1 TOTAL)

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
19	PO-03	3	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 65.00	\$ 195.00	65.000	\$ 22.75	\$ 68.25
✓				~	Select Key Number	Undecided KEY Option					
20	PO-03	2	HON	HF27S		Satin Removable Lock Core Kit	\$ 48.00	\$ 96.00	65.000	\$ 16.80	\$ 33.60
✓				~	Select Key Number	Undecided KEY Option					
sub						Subtotal		\$ 11,716.00	67.320		\$ 3,828.76
21	ST-01	1	HON	HNL2436LD2		36x24x29-1/2 Lateral File two drawer	\$ 1,639.00	\$ 1,639.00	65.000	\$ 573.65	\$ 573.65
				.G	Select Edge Detail	Smooth Flat					
				.D	Edgeband Color Selection	Natural Maple					
				.H	Select Handle Detail	TriangleBar/DesignerWhite					
				\$(L1STD)	Select Top Laminate Color	Grd L1 Standard Laminates					
				.D	Select Grade 1 Laminate Finish	Natural Maple					
				\$(L1STD)	Select Chassis Laminate Color	Grd L1 Standard Laminates					
				.D	Select Grade 1 Laminate Finish	Natural Maple					
				\$(L1STD)	Select Front Color	Grd L1 Standard Laminates					
				.D	Select Grade 1 Laminate Finish	Natural Maple					
22	X-01	1	ACC	G7248W		Infinity Series - Frameless - Glass:White Magnetic Surface - 6'x4' Board	\$ 859.70	\$ 859.70	50.000	\$ 429.85	\$ 429.85
✓						COLLABORATION SPACE 114 (1 TOTAL)		\$ 14,214.70	66.005		\$ 4,832.26

SUPERVISOR OFFICES (11 TOTAL)

1 of 2

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	PO-04	9	HON	HHATW2870CT		70W x 28D Rect Worksurface - C/T Base	\$ 772.00	\$ 6,948.00	78.000	\$ 169.84	\$ 1,528.56
✓				\$(L1STD) .D .D .X .P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black STIFFNER INCLUDED					
2	PO-04	2	HON	HHATW2864CT		64W x 28D Rect Worksurface - C/T Base	\$ 724.00	\$ 1,448.00	78.000	\$ 159.28	\$ 318.56
✓				\$(L1STD) .D .D .X .P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black LOCATIONS ARE HIGHLIGHTED ON DESIGN PACKAGE STIFFNER INCLUDED					
3	PO-04	11	HON	HNLRC2430		30W x 24D Rectangle Worksurface / Ped Top	\$ 328.00	\$ 3,608.00	65.000	\$ 114.80	\$ 1,262.80
✓				.G .D .X \$(L1STD) .D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple					
4	PO-04	11	HON	HHATB2S2LC		2 Stage 2 Leg Rectangle C Foot	\$ 1,090.00	\$ 11,990.00	70.000	\$ 327.00	\$ 3,597.00
✓				\$(P1) .PJW .X .MEM	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Designer White Standard Glide Memory Preset					
5	PO-04	11	HON	HLSL28P		28"H Post Leg	\$ 414.00	\$ 4,554.00	56.800	\$ 178.85	\$ 1,967.35
✓				\$(P1) .PJW	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Designer White					
6	PO-04	11	DEKKO			HARBOR POWER MODULE, CLAMP ON	\$ 180.00	\$ 1,980.00	47.222	\$ 95.00	\$ 1,045.00
🔍				INCLUDES: WATTS: FINISH:		(2) POWER OUELTLS, (1) USB-A, (1) USB-C 65 WHITE					
7	PO-04	11				OUTLET SURGE PROTECTOR , 6FT CORD w/ (6) OUTLETS	\$ 0.00	\$ 0.00	0.000	\$ 40.00	\$ 440.00
🔍											
8	PO-04	11	HON	HJTRGH24		24" Cable Management Tray - Black Only	\$ 99.00	\$ 1,089.00	78.000	\$ 21.78	\$ 239.58
✓				.P	Select Paint Color	Black					
9	PO-04	9	HON	HUSLMOD1366		Laminate Modesty 13h x 66w	\$ 886.00	\$ 7,974.00	78.000	\$ 194.92	\$ 1,754.28
✓				\$(L1STD) .D .D .P	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple Black					
10	PO-04	2	HON	HUSLMOD1360		Laminate Modesty 13h x 60w	\$ 767.00	\$ 1,534.00	78.000	\$ 168.74	\$ 337.48
✓				\$(L1STD) .D .D .P	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple Black					
11	PO-04	11	HON	HWWT2230F		Fabric Tile 22.5H x 30W	\$ 465.00	\$ 5,115.00	56.800	\$ 200.88	\$ 2,209.68
✓				\$(A) .NBLE 32 .PJW	Fabric Selection Grd A Fab Noble Select Mounting Harware Paint	Grd A Fabric Noble Ice Caves Designer White					
12	PO-04	11	HON	HLED17AS		17" LED Light w/Power Supply (Single)	\$ 574.00	\$ 6,314.00	78.000	\$ 126.28	\$ 1,389.08
✓											
13	PO-04	11	HON	HNL231628PBBF		15-3/4Wx23-1/8Dx28-1/2H Box/Box/File Pedestal	\$ 1,005.00	\$ 11,055.00	65.000	\$ 351.75	\$ 3,869.25
✓				.H .X \$(L1STD) .D \$(L1STD) .D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
14	PO-04	5	ALS	WKNT651224R		Approach Wardrobe 65H 12W 24D R No Feet	\$ 2,938.00	\$ 14,690.00	73.500	\$ 778.57	\$ 3,892.85
✓				.X \$(L1STD) .LWD DD \$(L1STD) .LWD DD .SP .PJW .OMT	FSC Option Laminate Chassis Options L1 Std Laminate Options LWD Edge Options Laminate Front Options L1 Std Laminate Options LWD Edge Options Pull Type Options Pull Color Lock/OMT Opts	Standard Wood Grd L1 Standard Laminates Natural Maple Natural Maple Grd L1 Standard Laminates Natural Maple Natural Maple Square Designer White OMT Core to Ord key Alike NEED TO FIELD INSTALL PULLS TO MATCH					
15	PO-04	6	ALS	WKNT651224L		Approach Wardrobe 65H 12W 24D L No Feet	\$ 2,938.00	\$ 17,628.00	73.500	\$ 778.57	\$ 4,671.42
✓				.X \$(L1STD) .LWD DD \$(L1STD) .LWD DD .SP .PJW .OMT	FSC Option Laminate Chassis Options L1 Std Laminate Options LWD Edge Options Laminate Front Options L1 Std Laminate Options LWD Edge Options Pull Type Options Pull Color Lock/OMT Opts	Standard Wood Grd L1 Standard Laminates Natural Maple Natural Maple Grd L1 Standard Laminates Natural Maple Natural Maple Square Designer White OMT Core to Ord key Alike NEED TO FIELD INSTALL PULLS TO MATCH					
16	PO-04	3		251016460H		DESIGNER WHITE TRIANGLE BAR PULL 3-PACK	\$ 0.00	\$ 0.00	0.000	\$ 125.00	\$ 375.00
🔍						USING (2) FROM COLLABORATION SPACE 114					

SUPERVISOR OFFICES (11 TOTAL)

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
17	PO-04	1	ALS	LKFE1MTS		Lock Core Kit Matte Silver -- 1 core 2 keys	\$ 263.00	\$ 263.00	73.500	\$ 69.70	\$ 69.70
✓				\$(KEYNUM) SEQ/ ~ 11	Lock Core Pack Opt Lock Numbers for LKFE Lock Nmbrs for Sequence Start Specify Quantity Needed	Key Number Key Number Sequence Start Undecided KEY NUMBER Option 11					
18	PO-04	11	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 65.00	\$ 715.00	65.000	\$ 22.75	\$ 250.25
✓				~	Select Key Number	Undecided KEY Option SPLIT AT ORDER					
19	PO-04	11	HON	HF27S		Satin Removable Lock Core Kit	\$ 48.00	\$ 528.00	65.000	\$ 16.80	\$ 184.80
✓				~	Select Key Number	Undecided KEY Option SPLIT BEFORE ORDER					
sub						Subtotal		\$ 97,433.00	69.823		\$ 29,402.64
						SUPERVISOR OFFICES (11 TOTAL)		\$ 97,433.00	69.823		\$ 29,402.64

OFFICE SPECIALIST (1 TOTAL)

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	PO-05	1	HON	HHATW3066CT		66W x 30D Rect Worksurface - C/T Base	\$ 714.00	\$ 714.00	78.000	\$ 157.08	\$ 157.08
✓				\$(L1STD) D D X P	Laminate Top Selection Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L1 Standard Laminates Natural Maple Natural Maple No Grommet Black STIFFNER INCLUDED					
2	PO-05	1	HON	HNLRC2472		72W x 24D Rectangle Worksurface	\$ 518.00	\$ 518.00	65.000	\$ 181.30	\$ 181.30
				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple FIELD CUT THIS TO 70"					
3	PO-05	1	HON	HNLRC2436		36W x 24D Rectangle Worksurface / Ped Top	\$ 328.00	\$ 328.00	65.000	\$ 114.80	\$ 114.80
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple					
4	PO-05	1	HON	HHATB2S2LC		2 Stage 2 Leg Rectangle C Foot	\$ 1,090.00	\$ 1,090.00	70.000	\$ 327.00	\$ 327.00
✓				\$(P1) .PJW X .MEM	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Designer White Standard Glide Memory Preset					
5	PO-05	3	ALS	ACAP-WCB15		Apr Cantilever Worksurface Support 15	\$ 243.00	\$ 729.00	73.500	\$ 64.40	\$ 193.20
6	PO-05	1	HON	HLED17AS		17" LED Light wPower Supply (Single)	\$ 574.00	\$ 574.00	78.000	\$ 126.28	\$ 126.28
7	PO-05	1	DEKK O			HARBOR POWER MODULE, CLAMP ON	\$ 180.00	\$ 180.00	47.222	\$ 95.00	\$ 95.00
8	PO-05	1			INCLUDES: WATTS: FINISH:	(2) POWER OUELTLS, (1) USB-A, (1) USB-C 65 WHITE					
9	PO-05	1	HON	HJTRGH24		24" Cable Management Tray - Black Only	\$ 99.00	\$ 99.00	78.000	\$ 21.78	\$ 21.78
10	PO-05	1	HON	HLSL36TW		WM Tackboard for 36W WM Overhead	\$ 344.00	\$ 344.00	65.000	\$ 120.40	\$ 120.40
✓				\$(A) .NBLE 32	Fabric Selection Grd A Fab Noble	Grd A Fabric Noble Ice Caves					
11	PO-05	1	HON	HNL231828PBBF		18Wx23-1/8Dx28-1/2H Box/Box/File Pedestal	\$ 1,105.00	\$ 1,105.00	65.000	\$ 386.75	\$ 386.75
✓				.H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
12	PO-05	1	HON	HNL231828PFF		18Wx23-1/8Dx28-1/2H File/File Pedestal	\$ 1,105.00	\$ 1,105.00	65.000	\$ 386.75	\$ 386.75
✓				.H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
13	PO-05	1	HON	HNL241865WLR		18x24x64-3/4 Wardrobe/Storage Cab lam dr Rt	\$ 2,230.00	\$ 2,230.00	65.000	\$ 780.50	\$ 780.50
✓				.H \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
14	PO-05	1	HON	HNL1536LL		36x15x15 Wall Mount Storage lam lk drs	\$ 1,139.00	\$ 1,139.00	65.000	\$ 398.65	\$ 398.65
✓				.SA \$(L1STD) D \$(L1STD) D	Lock Finish Selection Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					
15	PO-05	3	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 65.00	\$ 195.00	65.000	\$ 22.75	\$ 68.25
✓				-	Select Key Number	Undecided KEY Option					
16	PO-05	1	HON	HF27S		Satin Removable Lock Core Kit	\$ 48.00	\$ 48.00	65.000	\$ 16.80	\$ 16.80
✓				-	Select Key Number	Undecided KEY Option					
sub						Subtotal		\$ 10,398.00	67.162		\$ 3,414.54
						OFFICE SPECIALIST (1 TOTAL)		\$ 10,398.00	67.162		\$ 3,414.54

OFFICE SEATING OPTIONS

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1		27				TASK CHAIR COUNT NEEDED (1) EXEC OFFICE (11) STANDARD OFFICE TYPICAL (1) COLLABORATION SPACE (11) SUPERVISOR OFFICES (1) OFFICE SPECIALIST (2) RECEPTION DESK	\$ 0.00	\$ 0.00	0.000	\$ 0.00	\$ 0.00
2		57				GUEST CHAIR COUNT NEEDED (6) EXEC OFFICE (28) STANDARD OFFICE TYPICAL (22) SUPERVISOR OFFICES (1) COLLABORATION SPACE OFFICE	\$ 0.00	\$ 0.00	0.000	\$ 0.00	\$ 0.00
3	CH-01	15	ALS	CSW-MHHNO		Lyric Task Synchro Work Mesh High 2D NO FC BLK Lyric Base Selection Black BLK Lyric Lumbar opt Lumbar L Lumbar Color Options Black 2 Lyric Cylinder opt Standard cylinder H Lyric Caster opt Black Hard Tread FWM55 Select Color 4-Way Black \$(1) Lyric Fab Selections Grd 1 Uph UR Contourett 10 Black N No Headrest	\$ 1,317.00	\$ 19,755.00	61.100	\$ 512.31	\$ 7,684.65
4	CH-02	8	HON	HIWMM		Ignition 2 Task Mid-back, Ilira back Y2 Control Type Advanced Synchro-Tilt SeatSlidr A Select Arm Type Height and Width Adj. Arm H Select Caster/Glide Option Hard Caster JM Select Mesh Color 4-Way Black \$(1) Select Upholstery Grade 1 Uph UR Contourett 10 Black BL Select Lumbar Black Adjustable Lumbar SB Select Base Standard Base T Select Frame Color Black	\$ 920.00	\$ 7,360.00	65.000	\$ 322.00	\$ 2,576.00
5	CH-03	4	HON	HIWMBT		Ign 2.0 Big & Tall 4-way Mesh Y4 Control Type Synchro-Tilt V Select Arm Type All-Adjustable Arm A Select Caster Option All Surface Caster JM Select Mesh Color 4-Way Black \$(1) Select Upholstery Grade 1 Uph UR Contourett 10 Black BL Select Lumbar Black Adjustable Lumbar SB Select Base Standard Base T Select Frame Color Black N No Headrest	\$ 1,391.00	\$ 5,564.00	65.000	\$ 486.85	\$ 1,947.40
6	CH-04	57	HON	HIGS6		Ignition Guest/Multi-Purpose Chair Four-Leg Stacking F Select Arm Type Fixed S Select Caster/Glide Option All Surface Caster JM Select Back 4-Way Black \$(1) Select Upholstery Grade 1 Uph UR Contourett 10 Black T Select Frame Color Black	\$ 642.00	\$ 36,594.00	65.000	\$ 224.70	\$ 12,807.90
						OFFICE SEATING OPTIONS		\$ 69,273.00	63.888		\$ 25,015.95

CIRCULATION SPACE

1 of 2

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	WS-01	1	HON	HRVG4242L		42"H Gallery Panel x 42"W	\$ 785.00	\$ 785.00	78.000	\$ 172.70	\$ 172.70
✓				\$(L1STD) LDW1 DW VLG G	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grain Select Glide	Grd L1 Standard Laminates Designer White 15051 Designer White Horizontal Grain/Solid LamOnly Glides					
2	WS-01	1	HON	HRVG4230GGL		42H x 30W Gallery to Gallery L no glass LH	\$ 961.00	\$ 961.00	78.000	\$ 211.42	\$ 211.42
✓				\$(L1STD) LDW1 DW VLG \$(P1) P.JW G	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grain Select Paint Select Grade 1 Paint Select Glide	Grd L1 Standard Laminates Designer White 15051 Designer White Horizontal Grain/Solid LamOnly Grade 1 Designer White Glides					
3	WS-01	1	HON	HBCSR1542P		Systems Raised Straight Countertops 42Wx15D Edgeband	\$ 386.00	\$ 386.00	78.000	\$ 84.92	\$ 84.92
✓				\$(L1STD) LDW1 DW	Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color	Grd L1 Standard Laminates Designer White 15051 Designer White					
4	WS-01	2	HON	HNLRC3042		42W x 30D Rectangle Worksurface	\$ 387.00	\$ 774.00	65.000	\$ 135.45	\$ 270.90
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple CUSTOM CUT GROMMET					
5	WS-01	2	HON	HNLRC3060		60W x 30D Rectangle Worksurface	\$ 520.00	\$ 1,040.00	65.000	\$ 182.00	\$ 364.00
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple					
6	WS-01	1	HON	HNLRC3084		84W x 30D Rectangle Worksurface	\$ 729.00	\$ 729.00	65.000	\$ 255.15	\$ 255.15
✓				.G D X \$(L1STD) D	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 1 Laminate Finish	Smooth Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple					
7	WS-01	1	HON	HNLMP4228		42W x 27-7/8H Modesty / Back Panel	\$ 290.00	\$ 290.00	65.000	\$ 101.50	\$ 101.50
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
8	WS-01	2	HON	HNLMP6028		60W x 27-7/8H Modesty / Back Panel	\$ 345.00	\$ 690.00	65.000	\$ 120.75	\$ 241.50
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
9	WS-01	3	HON	HNLPE1128		1-1/8Wx11-1/4Dx28-1/2H End Panels for 24D; 2pk	\$ 331.00	\$ 993.00	65.000	\$ 115.85	\$ 347.55
✓				\$(L1STD) D	Select Laminate Color Select Grade 1 Laminate Finish	Grd L1 Standard Laminates Natural Maple					
10	WS-01	1	HON	HNLPE2428L		1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Left	\$ 290.00	\$ 290.00	65.000	\$ 101.50	\$ 101.50
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
11	WS-01	1	HON	HNLPE2428R		1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Right	\$ 290.00	\$ 290.00	65.000	\$ 101.50	\$ 101.50
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
12	WS-01	1	HON	HNLPE3028R		1-1/8Wx29-1/8Dx28-1/2H End Panel for 30D Right	\$ 326.00	\$ 326.00	65.000	\$ 114.10	\$ 114.10
✓				X \$(L1STD) D	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Natural Maple					
13	WS-01	4	HON	HHN831118		Flat Bracket 18D	\$ 89.00	\$ 356.00	68.800	\$ 27.77	\$ 111.08
✓				S	Select Color Option	Charcoal					
14	WS-01	1	ALS	ACAP-WCB15		Apr Cantilever Worksurface Support 15	\$ 243.00	\$ 243.00	73.500	\$ 64.40	\$ 64.40
✓											
15	WS-01	2	HON	HLSLZ5SC60		48"W External Stiffener	\$ 143.00	\$ 286.00	65.000	\$ 50.05	\$ 100.10
✓				P	Select Color Option	Black					
16	WS-01	1	ALS	GWSBK		Gallery Panel Worksurface Mounting Bracket	\$ 83.00	\$ 83.00	74.200	\$ 21.41	\$ 21.41
✓				\$(P1) P.JW	Paint Options P1 Paint Color Opt	P1 Paint Opt Designer White					
17	WS-01	1	DEKK O			HARBOR POWER MODULE, CLAMP ON	\$ 180.00	\$ 180.00	47.222	\$ 95.00	\$ 95.00
✓				INCLUDES: WATTS: FINISH:		(2) POWER OUTLS, (1) USB-A, (1) USB-C 65 WHITE					
18	WS-01	2	HON	HRVGCKS		Gallery Countertop Kit	\$ 240.00	\$ 480.00	78.000	\$ 52.80	\$ 105.60
✓				\$(P1) P.JW	Select Paint Select Grade 1 Paint	Grade 1 Designer White					
19	WS-01	2	MOCK ETT	TG3		2" Flip-Top Grommet Set, Includes Cap & Liner	\$ 0.00	\$ 0.00	0.000	\$ 7.50	\$ 15.00
✓				Color:		WHITE https://www.mockett.com/education/tg3.html?srsltid=AfmBOorx...					
20	WS-01	1	HON	HNL291628PBBF		15-3/4Wx29-1/8Dx28-1/2H Box/Box/File Pedestal	\$ 1,102.00	\$ 1,102.00	65.000	\$ 385.70	\$ 385.70
✓				H X \$(L1STD) D \$(L1STD) D	Select Handle Detail Select Grommet Color Select Chassis Color Select Grade 1 Laminate Finish Select Front Color Select Grade 1 Laminate Finish	TriangleBar/DesignerWhite No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple					

CIRCULATION SPACE

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
21	WS-01	2	HON	HNL233628PLF		36Wx23-1/8Dx26-1/2H Lateral File Pedestal	\$ 1,482.00	\$ 2,964.00	65.000	\$ 518.70	\$ 1,037.40
				H	Select Handle Detail	TriangleBar/DesignerWhite					
				X	Select Grommet Color	No Grommet					
				\$(L1STD)	Select Chassis Color	Grd L1 Standard Laminates					
				.D	Select Grade 1 Laminate Finish	Natural Maple					
				\$(L1STD)	Select Front Color	Grd L1 Standard Laminates					
				.D	Select Grade 1 Laminate Finish	Natural Maple					
22	WS-01	3	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 65.00	\$ 195.00	65.000	\$ 22.75	\$ 68.25
				~	Select Key Number	Undecided KEY Option					
sub						Subtotal		\$ 13,443.00	67.487		\$ 4,370.68
23	L-01	2	HON	HML1S		Grove Single Seat Lounge	\$ 2,392.00	\$ 4,784.00	62.000	\$ 908.96	\$ 1,817.92
				A	Select Arm Type	Straight					
				\$(1)	Select Upholstery	Grade 1 Uph					
				.UR	Grade 1 Fab	Contourett					
				95	Contourett	Navy					
				.TR	Grove Leg Opt	Tapered Round Leg					
				.D	Select Leg Color	Natural Maple					
24	T-02	1	HON	HFTLS24		Flock 24 Cube Table Laminate	\$ 1,120.00	\$ 1,120.00	70.000	\$ 336.00	\$ 336.00
				.N	Grommet Selection	No Grommet					
				.O	Port Selection	No Ports					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				.D	Select Grade 1 Laminate Finish	Natural Maple					
				.TR	Leg Option	Tapered Round Leg					
				\$(P1)	Select Paint Color	P1 Paint Opts					
				.P7A	Select Grade 1 Paint	Textured Charcoal					
						CIRCULATION SPACE		\$ 19,347.00	66.276		\$ 6,524.60

COLLABORATION 1

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	T-03	2	HON	HMVR-3672G-NS		Motivate Table Rect 36Dx72W 2mm Edge Nesting Base	\$ 1,994.00	\$ 3,988.00	70.000	\$ 598.20	\$ 1,196.40
✓				N	Select Grommet Location	No Grommets					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				D	Select Edge Color	Natural Maple					
				C	Select Caster/Glide Option	Caster					
				\$(P1)	Select Paint Grade	P1 Paint Opts					
				PJW	Select Grade 1 Paint	Designer White					
2	CH-05	8	HON	HMN2		Motivate Nest/Stack Chair-Flex Bck-Uph Seat	\$ 884.00	\$ 7,072.00	65.000	\$ 309.40	\$ 2,475.20
✓				F	Select Arm Type	Fixed Arm					
				S	Select Caster Option	Soft Caster					
				JM	Select Back	4-Way Black					
				ON	Select Shell Color	Onyx					
				\$(1)	Select Upholstery	Grade 1 Uph					
				UR	Grade 1 Fab	Contourett					
				10	Contourett	Black					
				CBK	Select Frame Color	Charblack					
sub						Subtotal		\$ 11,060.00	66.803		\$ 3,671.60
3	ST-01	2	HON	HNL2436LD2		36x24x29-1/2 Lateral File two drawer	\$ 1,639.00	\$ 3,278.00	65.000	\$ 573.65	\$ 1,147.30
✓				.G	Select Edge Detail	Smooth Flat					
				D	Edgeband Color Selection	Natural Maple					
				.H	Select Handle Detail	TriangleBar/DesignerWhite					
				\$(L1STD)	Select Top Laminate Color	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				\$(L1STD)	Select Chassis Laminate Color	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				\$(L1STD)	Select Front Color	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
4	ST-01	2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 65.00	\$ 130.00	65.000	\$ 22.75	\$ 45.50
2				...	Select Key Number	Skipped Option					
sub						Subtotal		\$ 3,408.00	65.000		\$ 1,192.80
						COLLABORATION 1		\$ 14,468.00	66.378		\$ 4,864.40

COLLABORATION 2

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	L-01	4	HON	HML1S		Grove Single Seat Lounge	\$ 2,392.00	\$ 9,568.00	62.000	\$ 908.96	\$ 3,635.84
✓				A	Select Arm Type	Straight					
				\$(1)	Select Upholstery	Grade 1 Uph					
				UR	Grade 1 Fab	Contourett					
				95	Contourett	Navy					
				TR	Grove Leg Opt	Tapered Round Leg					
				D	Select Leg Color	Natural Maple					
2	CH-05	8	HON	HMN2		Motivate Nest/Stack Chair-Flex Bck-Uph Seat	\$ 884.00	\$ 7,072.00	65.000	\$ 309.40	\$ 2,475.20
				F	Select Arm Type	Fixed Arm					
				S	Select Caster Option	Soft Caster					
				JM	Select Back	4-Way Black					
				ON	Select Shell Color	Onyx					
				\$(1)	Select Upholstery	Grade 1 Uph					
				UR	Grade 1 Fab	Contourett					
				10	Contourett	Black					
				CBK	Select Frame Color	Charblack					
3	T-04	4	HON	HCWPT		15" x 17" Personal Table	\$ 466.00	\$ 1,864.00	70.000	\$ 139.80	\$ 559.20
				\$(L1STD)	Laminate Grade Options	Grd L1 Standard Laminate					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				D	Select Edgeband Color	Natural Maple					
				\$(P1)	Paint Grade Options	P1 Paint Opts					
				PK7	Select Grade 1 Paint	Designer White Texture					
4	T-05	4	HON	HMVR-2466G-NS		Motivate Table Rect 24Dx66W 2mm Edge Nesting Base	\$ 1,626.00	\$ 6,504.00	70.000	\$ 487.80	\$ 1,951.20
				N	Select Grommet Location	No Grommets					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				D	Select Edge Color	Natural Maple					
				C	Select Caster/Glide Option	Caster					
				\$(P1)	Select Paint Grade	P1 Paint Opts					
				PJW	Select Grade 1 Paint	Designer White					
✓						COLLABORATION 2		\$ 25,008.00	65.525		\$ 8,621.44

COLLABORATION 3

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	L-01	4	HON	HML1S		Grove Single Seat Lounge	\$ 2,392.00	\$ 9,568.00	62.000	\$ 908.96	\$ 3,635.84
				A	Select Arm Type	Straight					
				\$(1)	Select Upholstery	Grade 1 Uph					
				UR	Grade 1 Fab	Contourett					
				95	Contourett	Navy					
				TR	Grove Leg Opt	Tapered Round Leg					
				D	Select Leg Color	Natural Maple					
2	T-02	1	HON	HFTLS24		Flock 24 Cube Table Laminate	\$ 1,120.00	\$ 1,120.00	70.000	\$ 336.00	\$ 336.00
				N	Grommet Selection	No Grommet					
				.0	Port Selection	No Ports					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				TR	Leg Option	Tapered Round Leg					
				\$(P1)	Select Paint Color	P1 Paint Optis					
				P7A	Select Grade 1 Paint	Textured Charcoal					
						COLLABORATION 3		\$ 10,688.00	62.838		\$ 3,971.84

WORKROOMS

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	T-06	2	HON	HTLC4896		Preside Preside 96W x 48D Rect Shaped Laminate Top	\$ 1,132.00	\$ 2,264.00	70.000	\$ 339.60	\$ 679.20
				G	Edge Option	2MM/Flat					
				D	Select Edge Finish	Natural Maple					
				N	Select Grommet	No Grommets					
				\$(L1STD)	Select Laminate	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
2	T-06	2	HON	HT36FB4896		Preside 36.5H Footed Base for 42 and 48x96 Top	\$ 1,341.00	\$ 2,682.00	70.000	\$ 402.30	\$ 804.60
				\$(P1)	Paint Selection	P1 Paint Opt					
				.PJW	Select Grade 1 Paint	Designer White					
						WORKROOMS		\$ 4,946.00	70.000		\$ 1,483.80

FIRST LEVEL CONFERENCE ROOMS

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1		1				QUANTITY COUNTS	\$ 0.00	\$ 0.00	0.000	\$ 0.00	\$ 0.00
						ROOM 102: (20) TABLES & (40) CHAIRS					
						ROOM 103: (9) TABLES & (18) CHAIRS					
						ROOM 134: (10) TABLES & (20) CHAIRS					
						TOTAL: (39) TABLES & (78) CHAIRS					
sub								\$ 0.00	0.000		\$ 0.00
2	CH-05	78	HON	HMN2		Motivate Nest/Stack Chair-Flex Bck-Uph Seat	\$ 884.00	\$ 68,952.00	65.000	\$ 309.40	\$ 24,133.20
				F	Select Arm Type	Fixed Arm					
				S	Select Caster Option	Soft Caster					
				JM	Select Back	4-Way Black					
				ON	Select Shell Color	Onyx					
				\$(1)	Select Upholstery	Grade 1 Uph					
				UR	Grade 1 Fab	Contourett					
				10	Contourett	Black					
				CBK	Select Frame Color	Charblack					
3	T-05	39	HON	HMVR-2466G-NS		Motivate Table Rect 24Dx66W 2mm Edge Nesting Base	\$ 1,626.00	\$ 63,414.00	70.000	\$ 487.80	\$ 19,024.20
				N	Select Grommet Location	No Grommets					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				D	Select Edge Color	Natural Maple					
				C	Select Caster/Glide Option	Caster					
				\$(P1)	Select Paint Grade	P1 Paint Opts					
				PJW	Select Grade 1 Paint	Designer White					
4	X-02	5	ACC	G9648W		Infinity Series - Frameless - Glass:White Magnetic Surface - 8'x4'	\$ 992.22	\$ 4,961.10	50.000	\$ 496.11	\$ 2,480.55
						Board					
sub								\$ 137,327.10	66.767		\$ 45,637.95
						FIRST LEVEL CONFERENCE ROOMS		\$ 137,327.10	66.767		\$ 45,637.95

SECOND LEVEL CONFERENCE ROOM

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	T-07	24	HON	HMVR-2466G-NS		Motivate Table Rect 24Dx66W 2mm Edge Nesting Base	\$ 1,660.00	\$ 39,840.00	70.000	\$ 498.00	\$ 11,952.00
				G	Select Grommet Location	3" Round Grommet					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				D	Select Edge Color	Natural Maple					
				C	Select Caster/Glide Option	Caster					
				\$(P1)	Select Paint Grade	P1 Paint Opts					
				PJW	Select Grade 1 Paint	Designer White					
2	CH-05	48	HON	HMN2		Motivate Nest/Stack Chair-Flex Bck-Uph Seat	\$ 884.00	\$ 42,432.00	65.000	\$ 309.40	\$ 14,851.20
				F	Select Arm Type	Fixed Arm					
				S	Select Caster Option	Soft Caster					
				JM	Select Back	4-Way Black					
				ON	Select Shell Color	Onyx					
				\$(1)	Select Upholstery	Grade 1 Uph					
				UR	Grade 1 Fab	Contourett					
				10	Contourett	Black					
				CBK	Select Frame Color	Charblack					
3	X-02	2	ACC	G9648W		Infinity Series - Frameless - Glass/White Magnetic Surface - 8'x4' Board	\$ 992.22	\$ 1,984.44	50.000	\$ 496.11	\$ 992.22
sub								\$ 84,256.44	67.011		\$ 27,795.42
						SECOND LEVEL CONFERENCE ROOM		\$ 84,256.44	67.011		\$ 27,795.42

BREAK ROOMS

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	T-08	10	HON	HCTSQR42		Arrange Table 42" Square Top	\$ 607.00	\$ 6,070.00	70.000	\$ 182.10	\$ 1,821.00
				N	Grommet Selection	No Grommet					
				\$(L1STD)	Select Grade	Grd L1 Standard Laminates					
				D	Select Grade 1 Laminate Finish	Natural Maple					
				D	Select Edgeband Color	Natural Maple					
2	T-08	10	HON	HCT29LX		Armge Seated Hght X-base for 42-48" Srfc	\$ 842.00	\$ 8,420.00	70.000	\$ 252.60	\$ 2,526.00
				\$(P1)	Select Paint Color	P1 Paint Opts					
				PK7	Select Grade 1 Paint	Designer White Texture					
sub						Subtotal		\$ 14,490.00	70.000		\$ 4,347.00
3	CH-06	5	HON	HMS1		Motivate High Density Stacker-Sled Base-Set/4	\$ 1,146.00	\$ 5,730.00	65.000	\$ 401.10	\$ 2,005.50
				N	Select Arm Type	No Arm					
				ON	Select Shell Color	Onyx					
				PK7	Select Frame Color	Designer White Texture					
4	CH-06	2	HON	HMSGLD		Motivate Glides for High-Density Stacker/Box 48	\$ 90.00	\$ 180.00	65.000	\$ 31.50	\$ 63.00
						BREAK ROOMS		\$ 20,400.00	68.552		\$ 6,415.50

TECH SHARED WORKSPACE

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	CH-05	15	HON	HMN2		Motivate Nest/Stack Chair-Flex Bck-Uph Seat	\$ 884.00	\$ 13,260.00	65.000	\$ 309.40	\$ 4,641.00
				F	Select Arm Type	Fixed Arm					
				S	Select Caster Option	Soft Caster					
				IM	Select Back	4-Way Black					
				ON	Select Shell Color	Onyx					
				S(1)	Select Upholstery	Grade 1 Uph					
				UR	Grade 1 Fab	Contourett					
				10	Contourett	Black					
				CBK	Select Frame Color	Charblack					
✓						GOING AGAINST SEATED HEIGHT MILLWORK					
						TECH SHARED WORKSPACE		\$ 13,260.00	65.000		\$ 4,641.00

LACTATION ROOM

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	L-01	1	HON	HML1S		Grove Single Seat Lounge	\$ 2,392.00	\$ 2,392.00	62.000	\$ 908.96	\$ 908.96
✓				A	Select Arm Type	Straight					
				\$(1)	Select Upholstery	Grade 1 Uph					
				.UR	Grade 1 Fab	Contourett					
				95	Contourett	Navy					
				.TR	Grove Leg Opt	Tapered Round Leg					
				.D	Select Leg Color	Natural Maple					
2	L-02	1	HON	HASLB1		Astr One+ Seat Lounge: Low Back	\$ 2,875.00	\$ 2,875.00	62.000	\$ 1,092.50	\$ 1,092.50
				.B	Select Arm Option	Both Arms					
				\$(1)	Lounge Fabric Options	Grade 1 Uph					
				.UR	Grade 1 Fab	Contourett					
				95	Contourett	Navy					
				.DW	Select Foot Option	Dowel Wood					
				.D	Select Foot Color	Natural Maple					
3	T-04	1	HON	HCWPT		15" x 17" Personal Table	\$ 466.00	\$ 466.00	70.000	\$ 139.80	\$ 139.80
				\$(L1STD)	Laminate Grade Options	Grd L1 Standard Laminate					
				.D	Select Grade 1 Laminate Finish	Natural Maple					
				.D	Select Edgeband Color	Natural Maple					
				\$(P1)	Paint Grade Options	P1 Paint Opt					
				.PK7	Select Grade 1 Paint	Designer White Texture					
✓						LACTATION ROOM		\$ 5,733.00	62.650		\$ 2,141.26

LOCKER ROOM

Item	Tag	Qty	Mfg	Part Number	Option Group	Part Description	List	Ext List	Sell - %	Sell	Ext Sell
1	CH-06	2	GLOB AL	WBB2345144		Highwood® Weatherly 4' Outdoor Bench, Backless, Black	\$ 0.00	\$ 0.00	0.000	\$ 626.60	\$ 1,253.20
				WIDTH		48-1/2 in					
				DEPTH		16 in					
				HEIGHT		16-1/2 in					
						https://www.globalindustrial.com/p/4-weatherly-backless-bench-...					
						LOCKER ROOM		\$ 0.00	0.000		\$ 1,253.20

1. **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. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee’s Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Licensee and/or Licensee’s Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

6. 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

EXHIBIT C - DESIGN PACKAGE



PROJECT NAME: JORDAN RIVER BUILDING 2 FURNITURE
PROJECT NO.: 24206

133 APPROVED BY:

DocuSigned by:

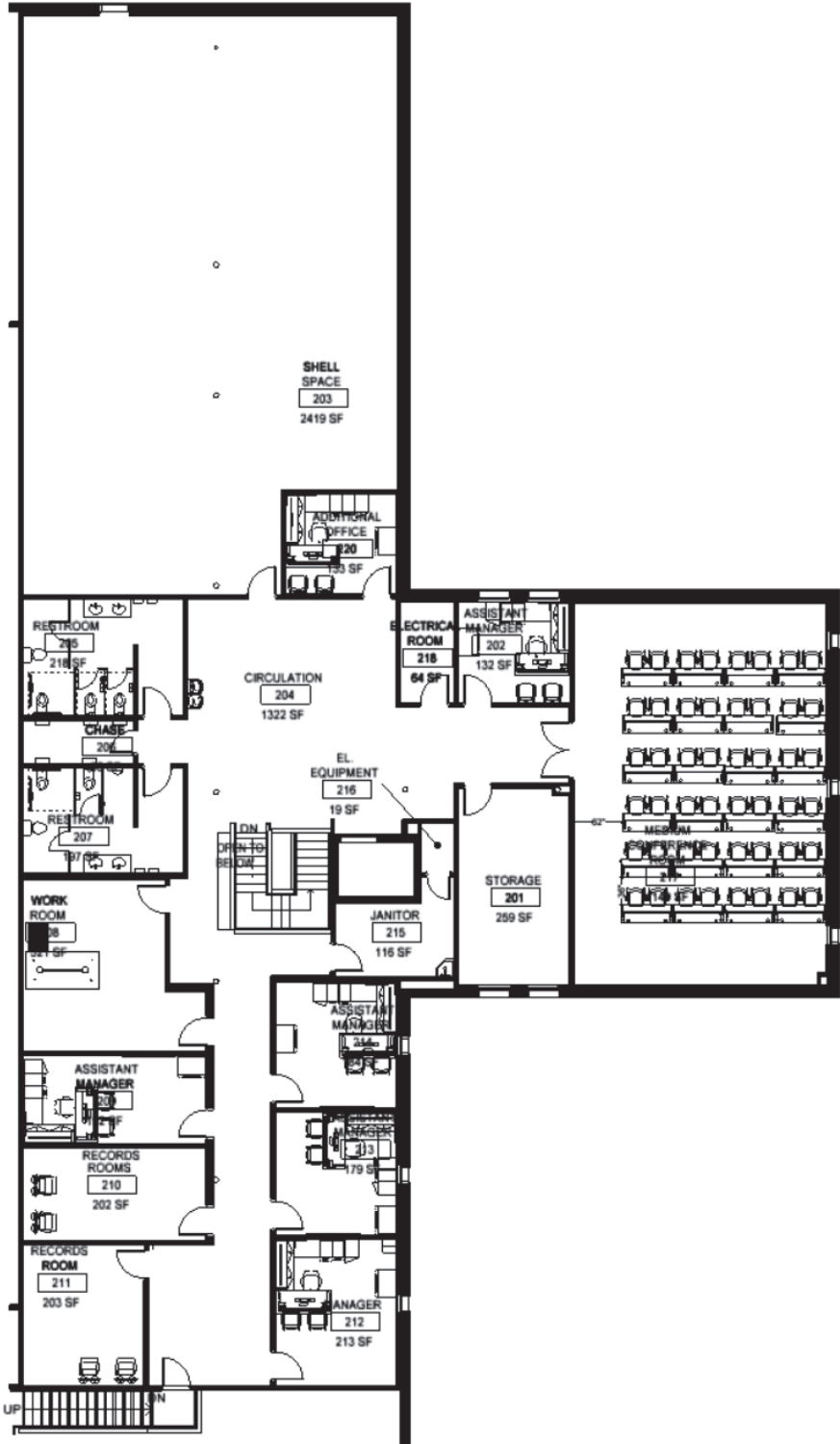
David Osborn

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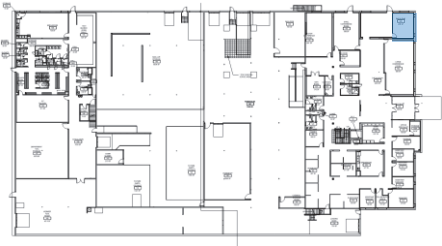
DATE: 7/17/2025

134

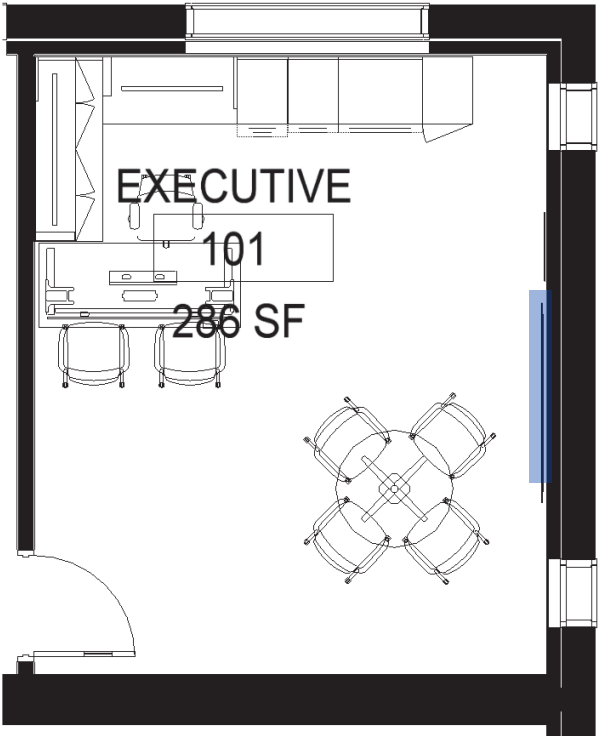




LEVEL ONE



LED TASK LIGHT



GLASSBOARD
VERIFY GROMMET PLACEMENT

FINISHES



NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
PAINT



NOBLE
ICE CAVES
TACK FABRIC

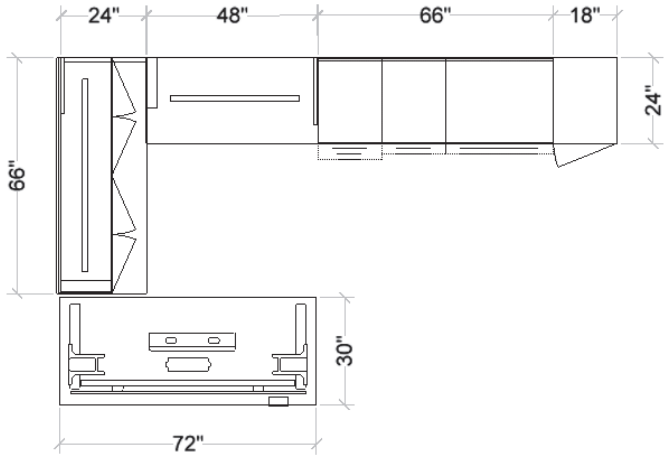
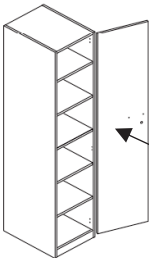


SNOW
POWER MODULE

PO-01 HON CONCINNITY DESK
T-01 HON ARRANGE TABLE 42"



18"W



4 SHELVES ARE REMOVABLE AND COAT ROD SHIPS WITH UNIT

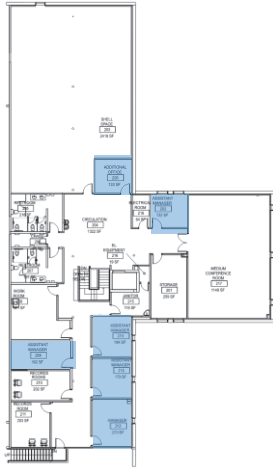
136 : 01 QUARTET INFINITY GLASSBOARD 72"W x 48"H
VERIFY PLACEMENT

OFFICE TYPICAL

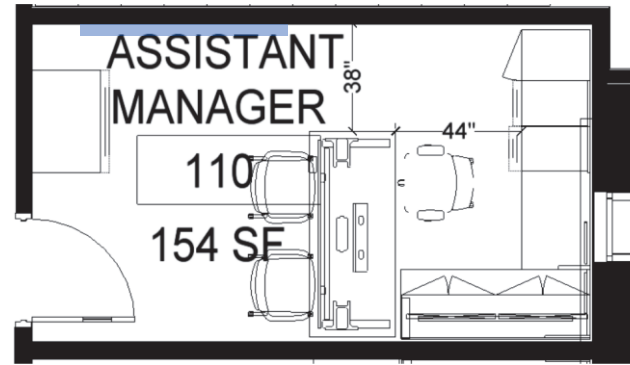
LEVEL ONE



LEVEL TWO



ST-01 HON CONCINNITY 2H LATERAL FILE 36\"/>

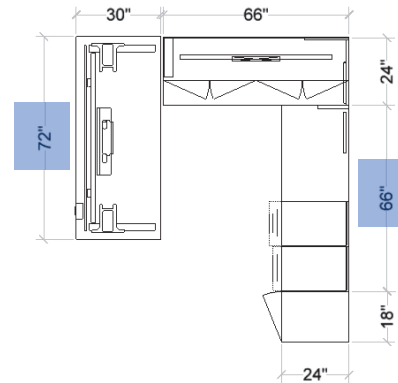


GLASSBOARD

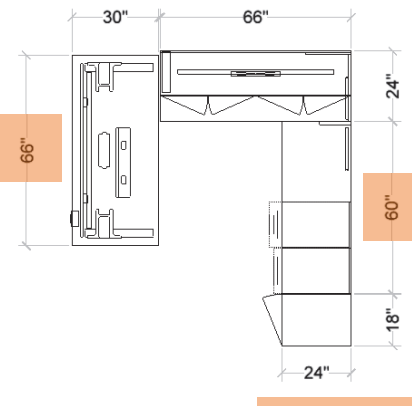
LED TASK LIGHT



PO-02 HON CONCINNITY DESK



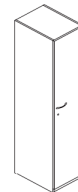
VERIFY GROMMET PLACEMENT



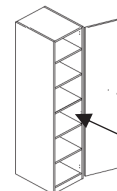
QUARTET INFINITY GLASSBOARD 72\"/>



T-01 HON ARRANGE TABLE 42\"/>



18\"/>



4 SHELVES ARE REMOVABLE AND COAT ROD SHIPS WITH UNIT

FINISHES



NATURAL MAPLE LAMINATE



DESIGNER WHITE PAINT

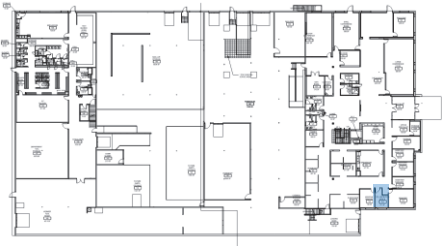


NOBLE ICE CAVES TACK FABRIC



SNOW POWER MODULE

LEVEL ONE



LEVEL TWO



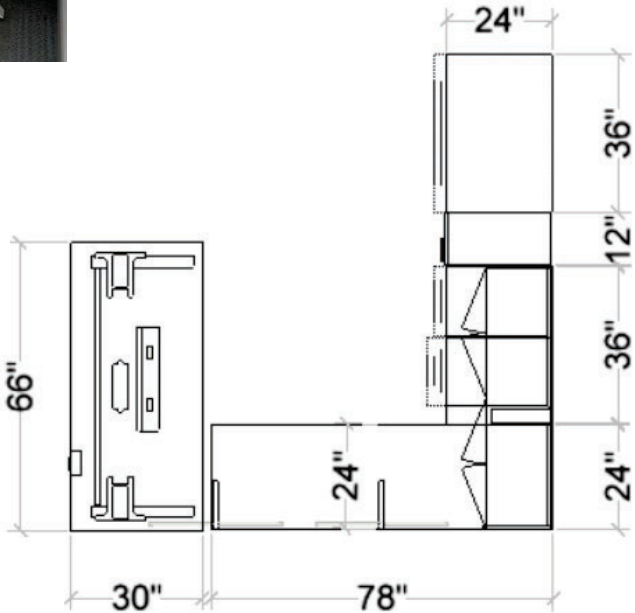
ST-01 HON CONCINNITY 2H LATERAL FILE 36\"/>



PO-03 HON CONCINNITY DESK



X-01 QUARTET INFINITY GLASSBOARD 72\"/>

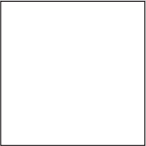


FIELD MEASURE THIS AREA BEFORE ORDER
VERIFY GROMMET PLACEMENT

FINISHES



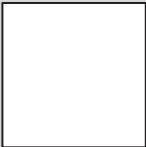
NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
PAINT



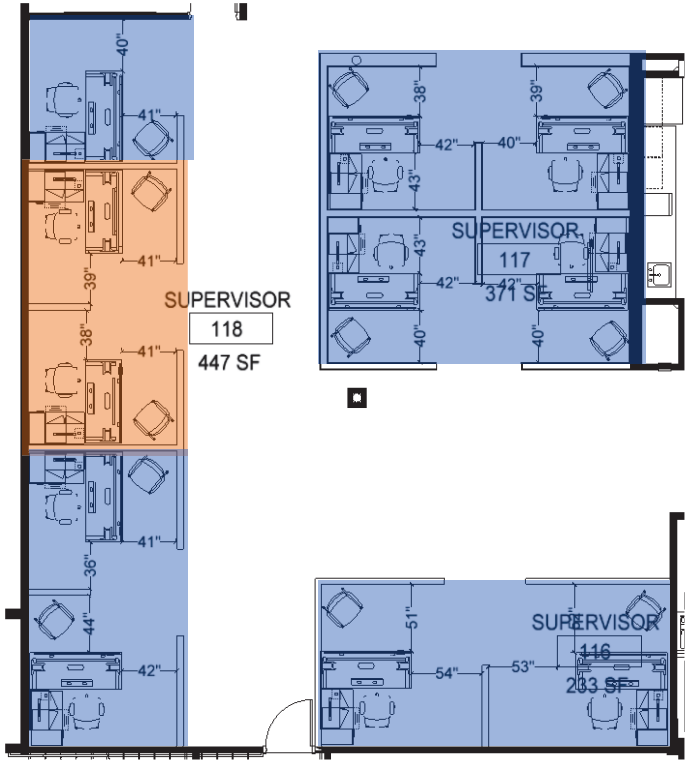
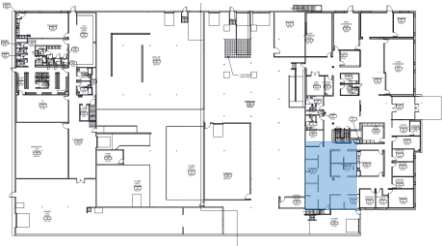
NOBLE
ICE CAVES
TACK FABRIC



SNOW
POWER MODULE

SUPERVISOR OFFICES

LEVEL ONE



FINISHES



NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
PAINT

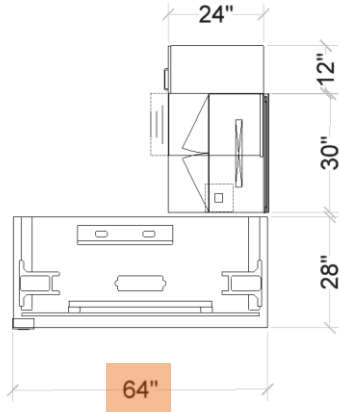
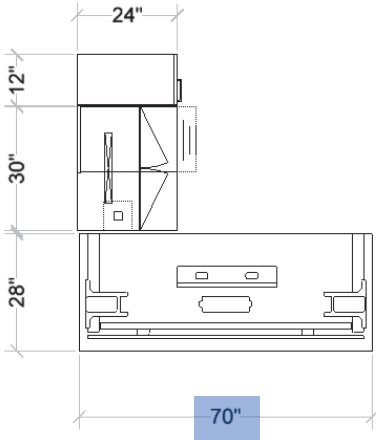


NOBLE
ICE CAVES
TACK FABRIC



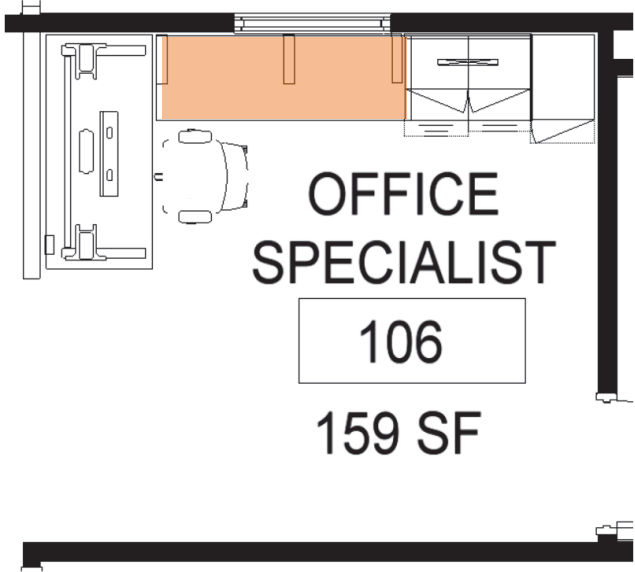
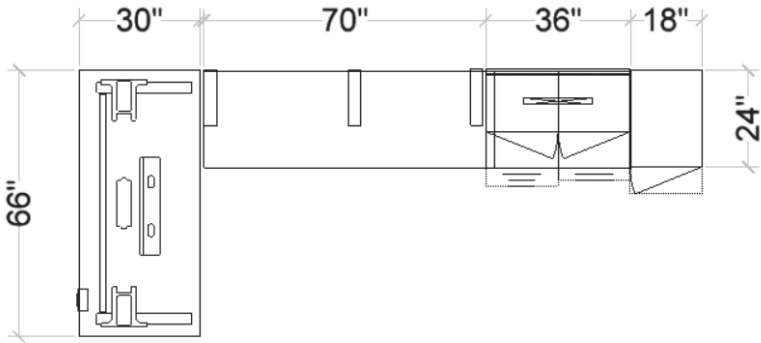
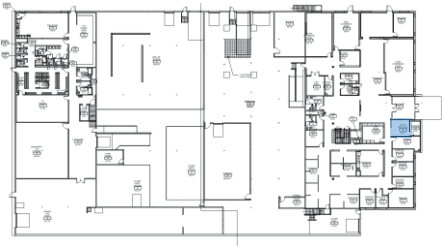
SNOW
POWER MODULE

VERIFY GROMMET PLACEMENT



OFFICE SPECIALIST

LEVEL ONE



OFFICE
SPECIALIST

106

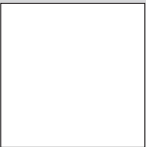
159 SF

FIELD MEASURE THIS AREA BEFORE ORDER
FIELD CUT SURFACE

FINISHES



NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
PAINT



NOBLE
ICE CAVES
TACK FABRIC



SNOW
POWER MODULE



PO-05 HON CONCINNITY DESK

OFFICE SEATING OPTIONS



CH-01 ALLSTEEL LYRIC TASK CHAIR



CH-02 HON IGNITION 2.0 TASK CHAIR
w/ MESH BACK



CH-03 HON IGNITION 2.0 TASK CHAIR
(BIG AND TALL) w/ MESH BACK

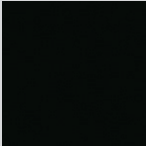


CH-04 HON IGNITION GUEST CHAIR
w/ MESH BACK

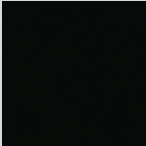
FINISHES



4 WAY MESH
BLACK



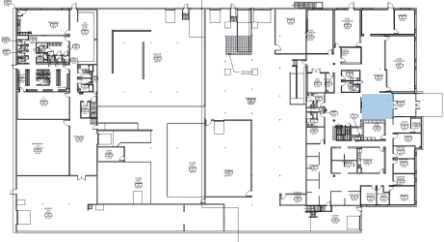
CONTOURETT
BLACK
UPHOLSTERY



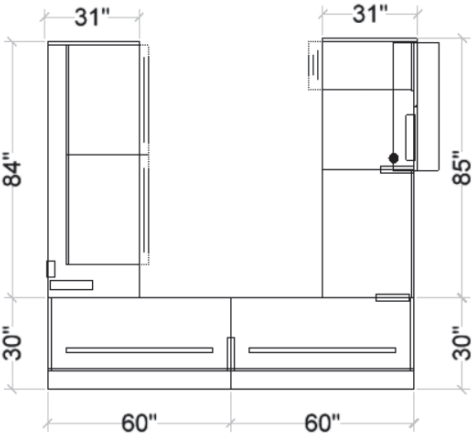
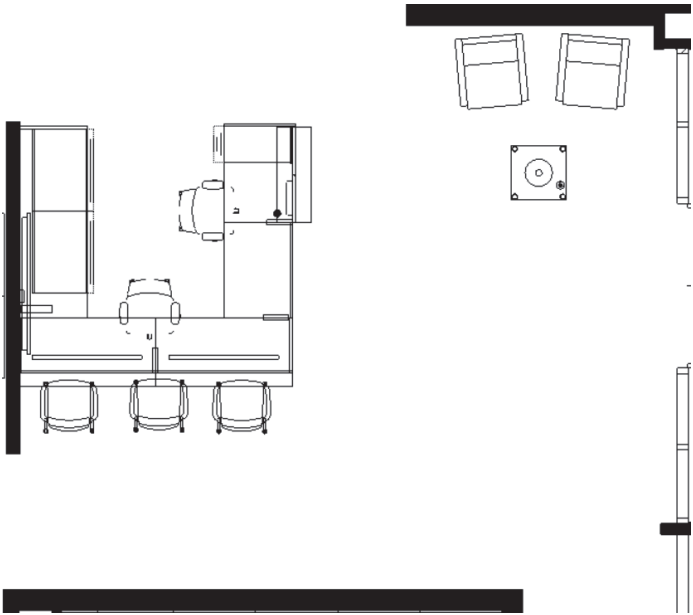
BLACK BASE

CIRCULATION SPACE

LEVEL ONE



WS-01 HON ACCELERATE RECEPTION DESK
L-01 HON GROVE LOUNGE CHAIR
T-02 HON FLOCK CUBE TABLE

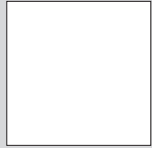


VERIFY POWER MODULE /
GROMMET LOCATION

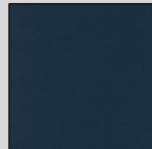
FINISHES



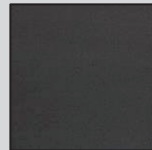
NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
LAMINATE /
PAINT

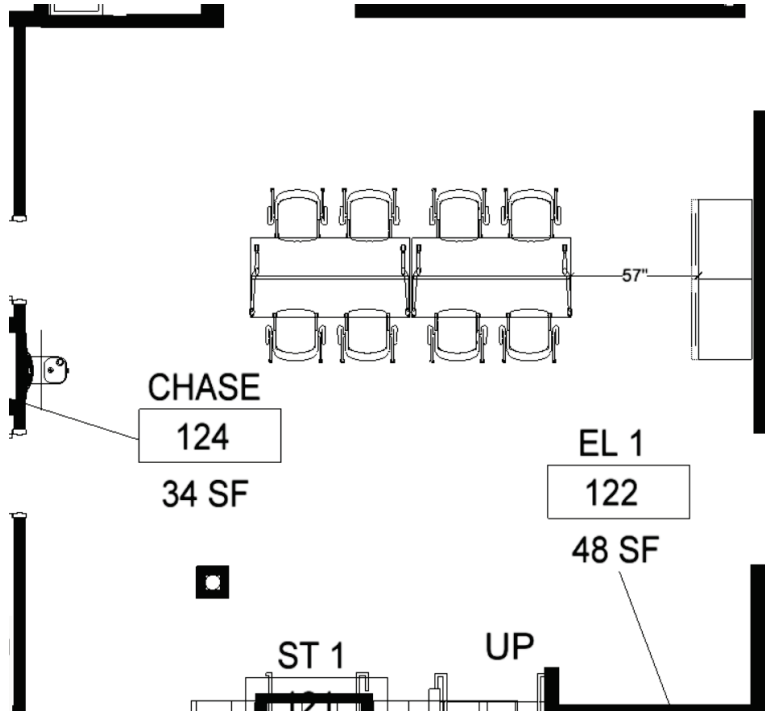
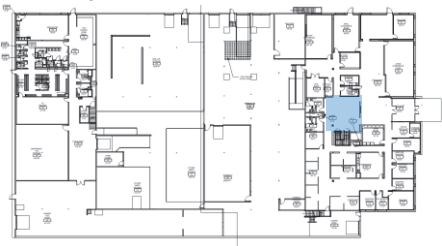


CONTOURETT
NAVY
UPHOLSTERY



TEXTURED
CHARCOAL
TABLE BASE

LEVEL ONE



FINISHES



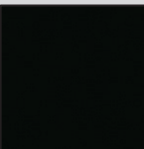
NATURAL MAPLE
LAMINATE



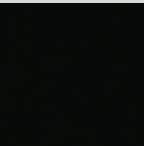
DESIGNER
WHITE
PAINT



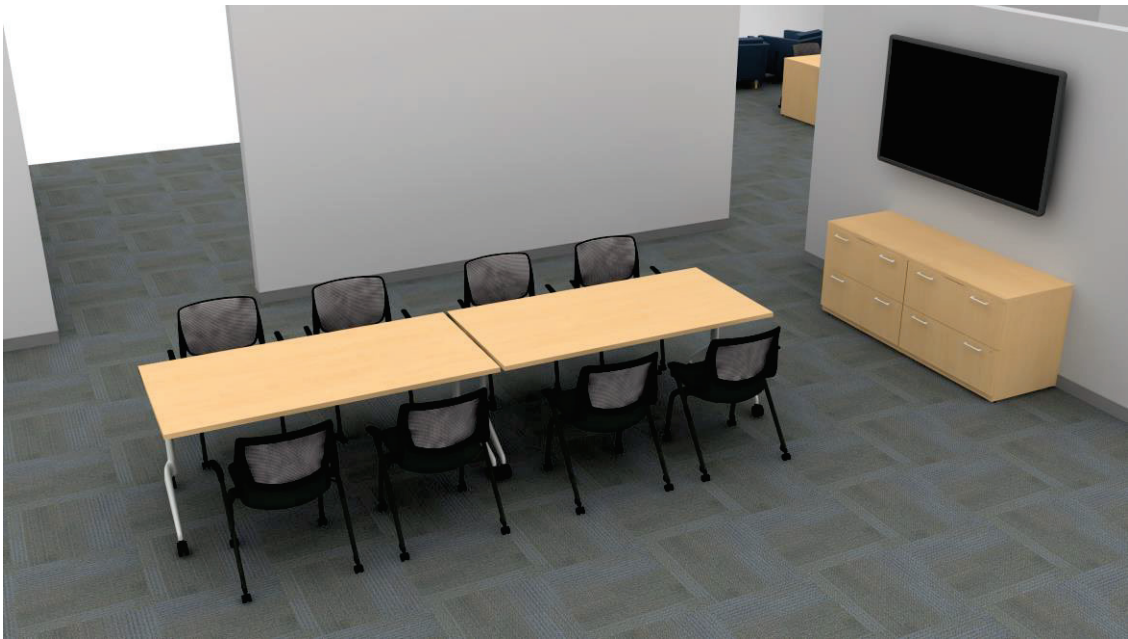
4 WAY MESH /
BLACK



CONTOURETT
BLACK
UPHOLSTERY



BLACK BASE



T-03 HON MOTIVATE MEETING TABLE 72"W x 36"D
CH-05 HON MOTIVATE MEETING CHAIR w/ NESTING BASE
ST-01 HON CONCINNITY 2H LATERAL FILE 36"W

COLLABORATION 2

12

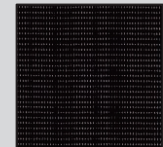
FINISHES



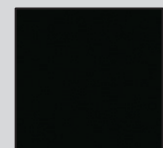
NATURAL MAPLE
LAMINATE



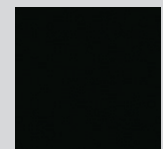
DESIGNER
WHITE
PAINT



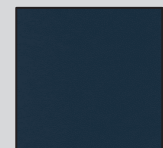
4 WAY MESH /
BLACK



CONTOURETT
BLACK
UPHOLSTERY

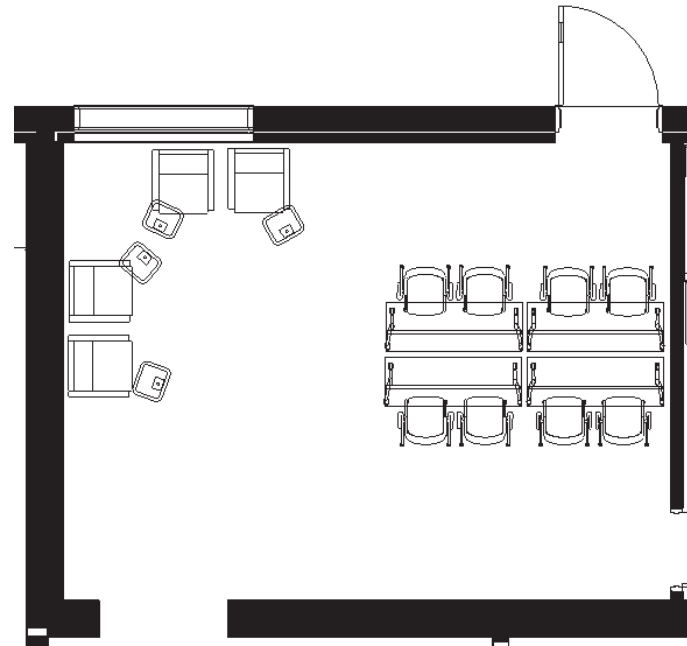
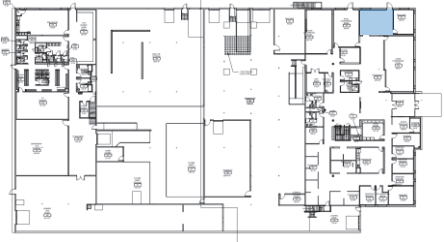


BLACK BASE



CONTOURETT
NAVY
UPHOLSTERY

LEVEL ONE



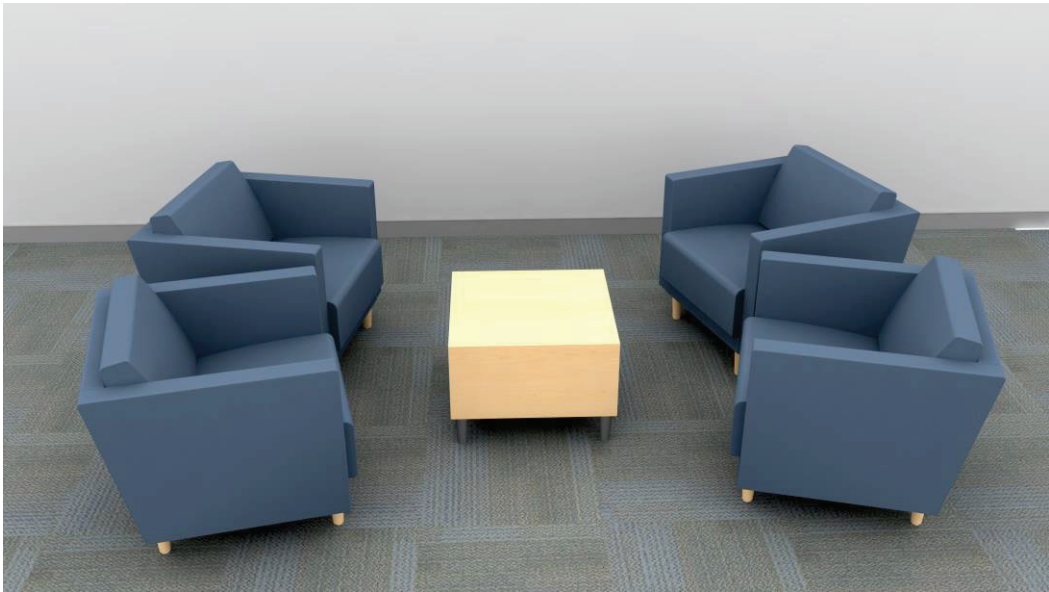
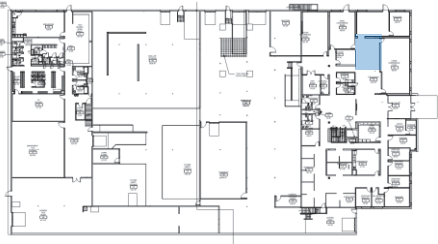
L-01 HON GROVE LOUNGE CHAIR

T-04 HON BIRK LAPTOP TABLE

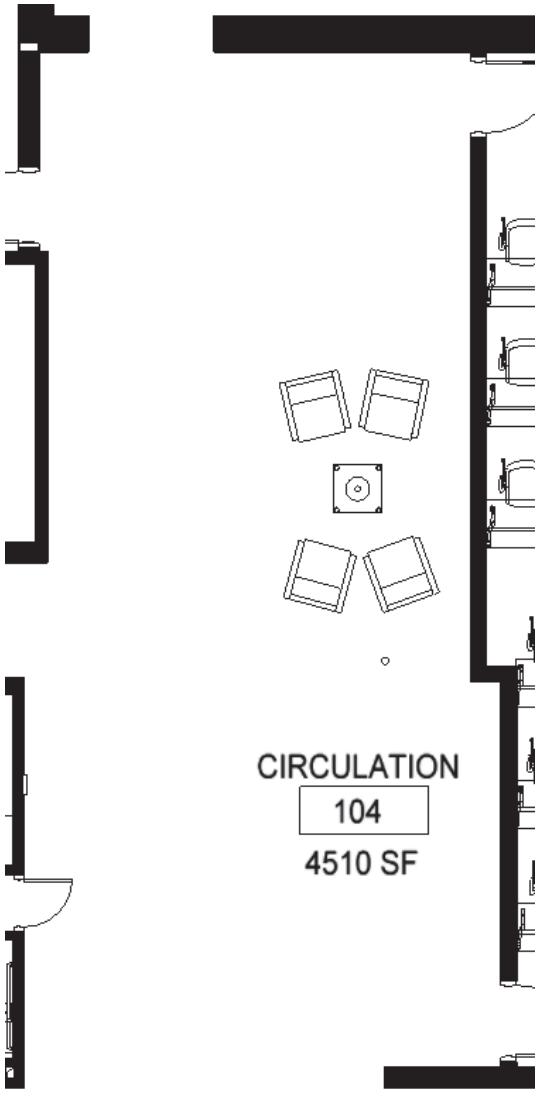
T-05 HON MOTIVATE NESTING TRAINING TABLES 24"D x 66"W

CH-05 HON MOTIVATE MEETING CHAIR w/ NESTING BASE
w/ MESH BACK

LEVEL ONE



L-01 HON GROVE LOUNGE CHAIR
T-02 HON FLOCK CUBE TABLE



FINISHES



NATURAL MAPLE
LAMINATE



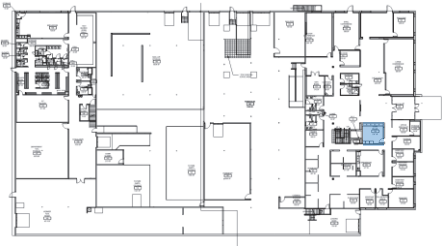
CONTOURETT
NAVY



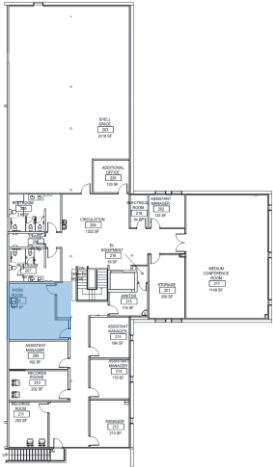
TEXTURED
CHARCOAL
TABLE BASE

WORK ROOMS

LEVEL ONE



LEVEL TWO



FINISHES



NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
PAINT



T-06 HON PRESIDE WORK-TABLE 96"W x 48"D
COUNTER HEIGHT

FIRST LEVEL CONFERENCE ROOMS

LEVEL ONE



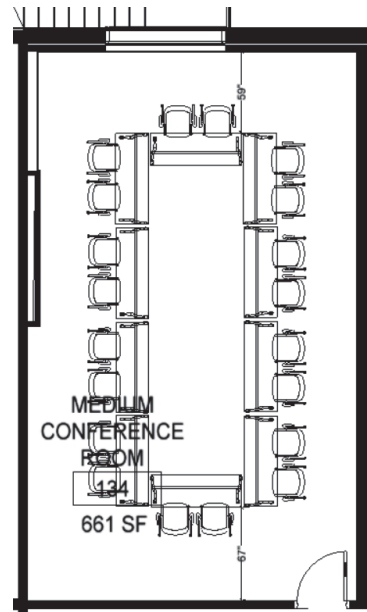
LEVEL TWO



**CH-05 HON MOTIVATE MEETING CHAIR w/
NESTING BASE**



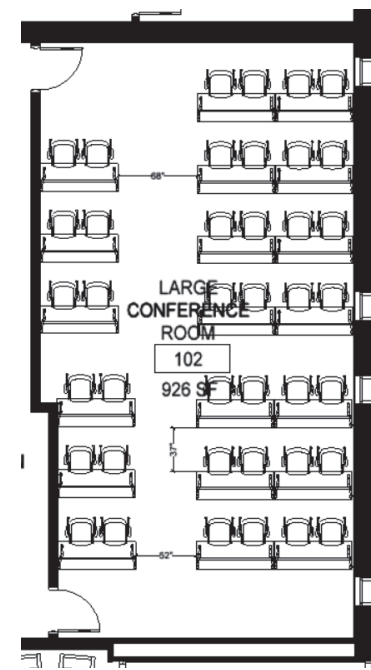
X-02 QUARTET INFINITY GLASSBOARD
96"W x 48"H
VERIFY PLACEMENT



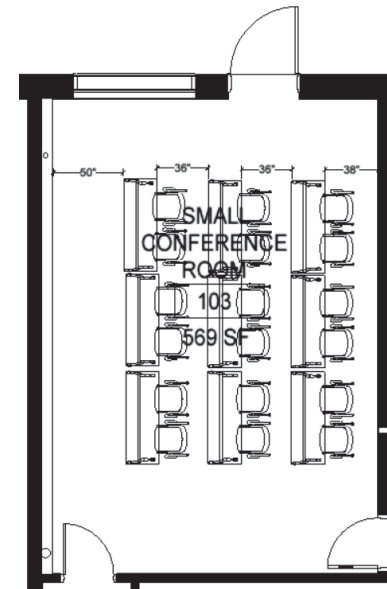
**MEDIUM
CONFERENCE
ROOM**
134
661 SF



**T-05 HON MOTIVATE NESTING TRAINING
TABLES 24"D x 66"W**



**LARGE
CONFERENCE
ROOM**
102
926 SF



**SMALL
CONFERENCE
ROOM**
103
569 SF

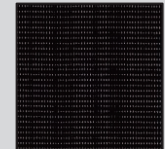
FINISHES



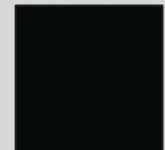
NATURAL MAPLE
LAMINATE



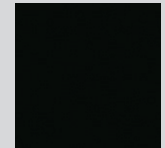
DESIGNER
WHITE
PAINT



4 WAY MESH /
BLACK



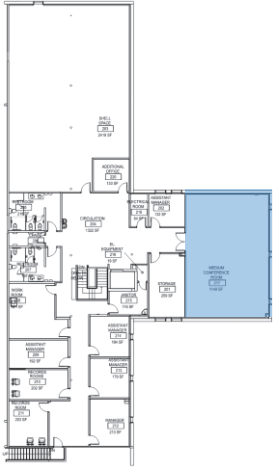
CONTOURETT
BLACK
UPHOLSTERY



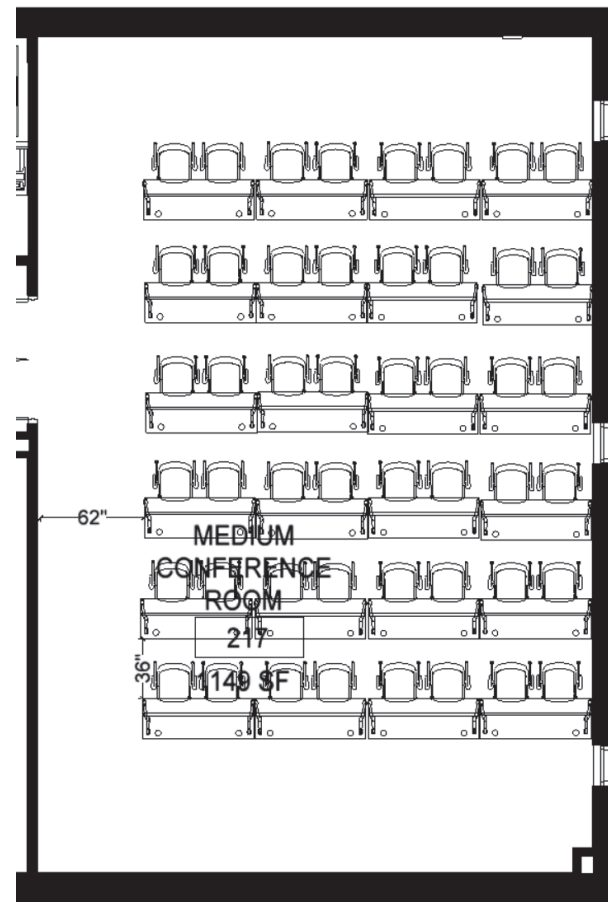
BLACK BASE

SECOND LEVEL CONFERENCE ROOM

LEVEL TWO



CH-05 HON MOTIVATE MEETING CHAIR w/
NESTING BASE



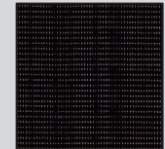
FINISHES



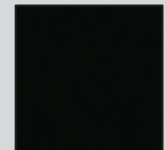
NATURAL MAPLE
LAMINATE



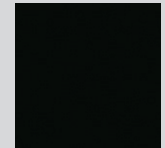
DESIGNER
WHITE
PAINT



4 WAY MESH /
BLACK



CONTOURETT
BLACK
UPHOLSTERY



BLACK BASE



X-02 QUARTET INFINITY GLASSBOARD
96"W x 48"H

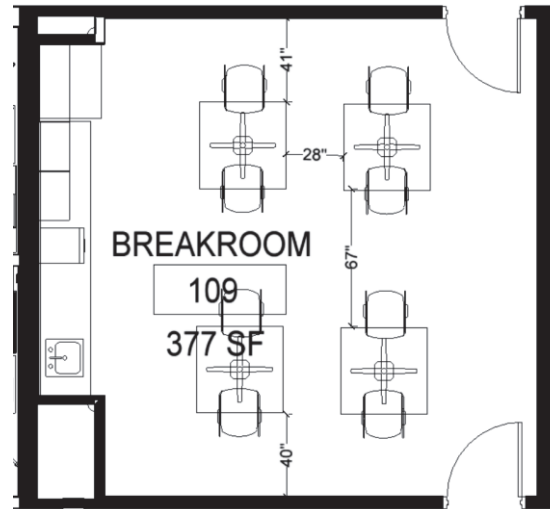
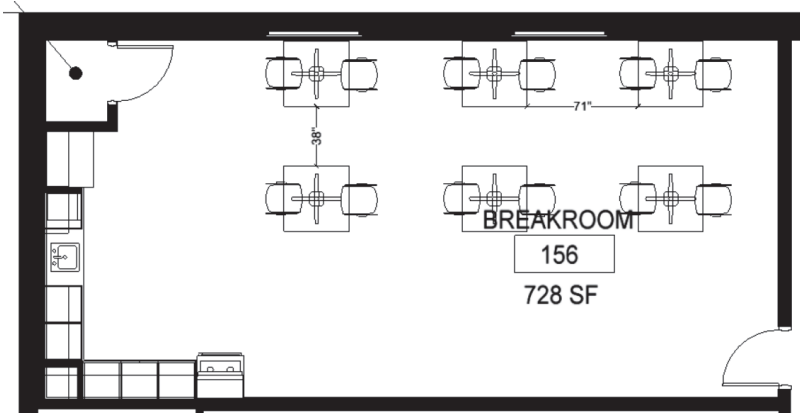
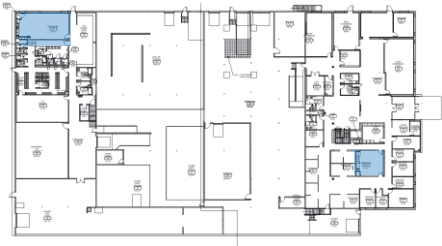
VERIFY PLACEMENT



T-07 HON MOTIVATE NESTING TRAINING
TABLES 24"D x 66"W

BREAKROOMS

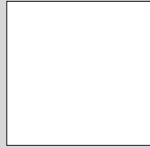
LEVEL ONE



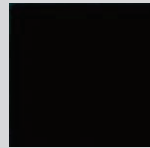
FINISHES



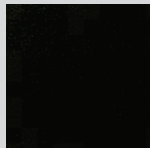
NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
PAINT



ONYX
PLASTIC SHELL



CHARBLACK
BASE PAINT



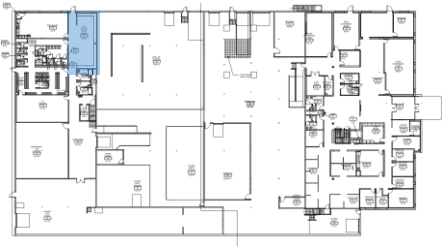
CH-06 HON MOTIVATE BREAKROOM CHAIR



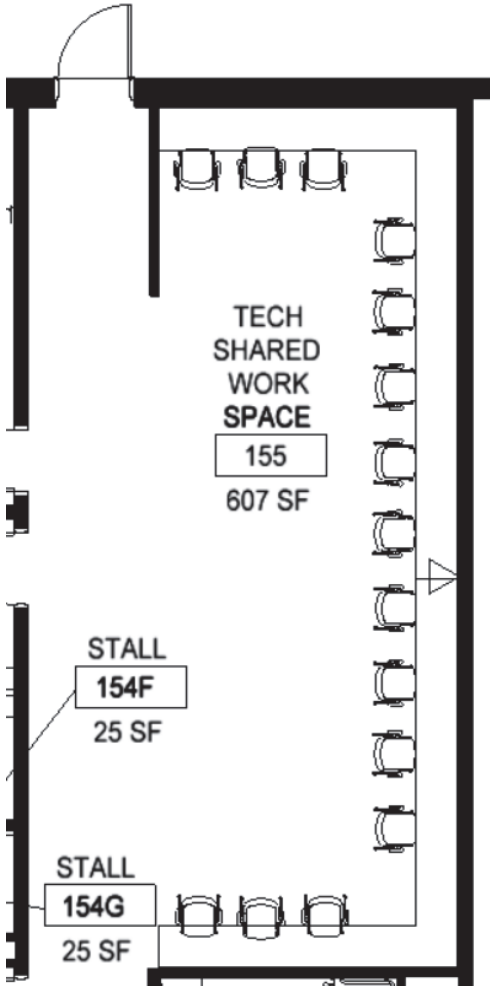
T-08 HON ARRANGE BREAKROOM TABLES
42"

TECH SHARED WORKSPACE

LEVEL ONE

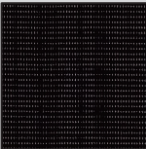


*CH-05 HON MOTIVATE MEETING CHAIR w/
NESTING BASE

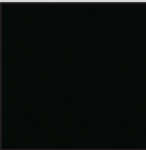


*AGAINST MILLWORK
MILLWORK IS SEATED HGT

FINISHES



4 WAY MESH /
BLACK



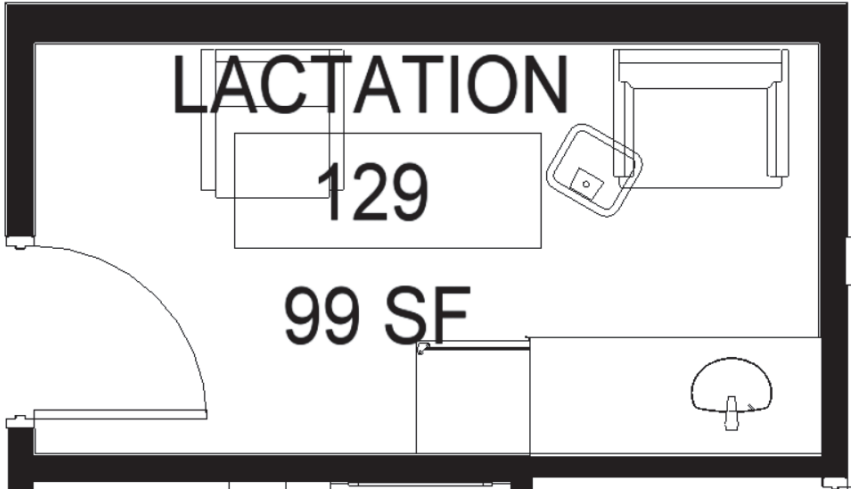
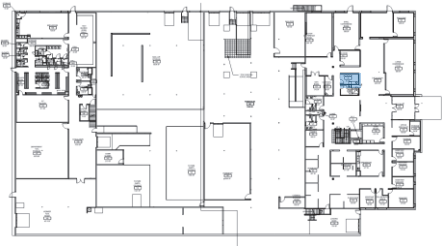
CONTOURETT
BLACK
UPHOLSTERY



BLACK BASE

LACTATION ROOM

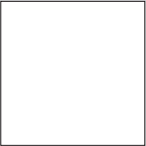
LEVEL ONE



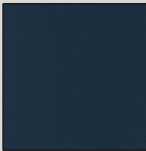
FINISHES



NATURAL MAPLE
LAMINATE



DESIGNER
WHITE
LAMINATE /
PAINT



CONTOURETT
NAVY
UPHOLSTERY



L-02 HON ASTIR LOUNGE CHAIR



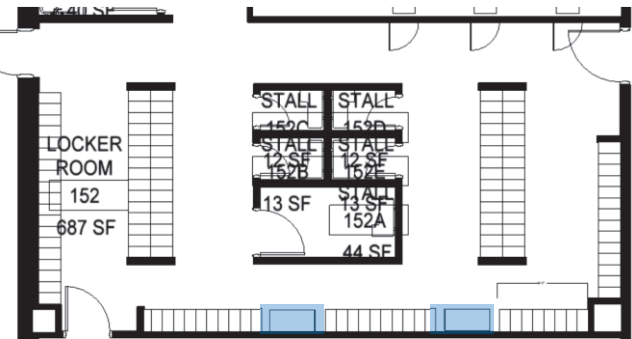
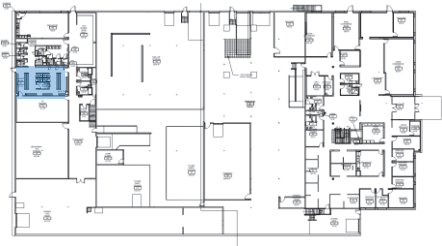
T-04 HON BIRK LAPTOP TABLE



L-01 HON GROVE LOUNGE CHAIR

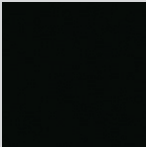
LOCKER ROOM

LEVEL ONE



CH-06 GLOBAL INDUSTRIAL HIGHWOOD BENCH 48"W

FINISHES



BLACK



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Travis King, Director, Safety & Security

TITLE:

Contract: Federal Railroad Administration (FRA) Crash Memory Modules (Dell Marketing)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 17584 and associated disbursements with Dell Marketing under State Contract PA4283 in the not-to-exceed amount of \$346,250.25 to install crash memory hardware in order to be compliant with Federal Railroad Administration's (FRA) code CRF 229.136.

BACKGROUND:

The purchase of crashworthy memory devices must comply with FRA CFR 229.136, which governs locomotive image recording systems. This device is required to retain a minimum of 12 hours of recorded video to support an investigation in the event of a major incident. The crashworthy memory chip functions similarly to an aircraft "black box" preserving critical video data under extreme conditions.

DISCUSSION:

This purchase is for the first 25 crashworthy memory chips, which will be installed by the Radio and Video Security team in conjunction with the installation of the new camera hardware. The chips will be integrated into the Locomotive and Cab Cars of the FrontRunner train fleet.

An additional set of cameras will need to be purchased in the future to be fully compliant with the regulation.

CONTRACT SUMMARY:

Contractor Name: Dell Marketing

Contract Number:	State Contract: PA4283 Purchase Order: 17584
Base Contract Effective Dates:	State Contract: February 1, 2024 - June 30, 2026 Purchase Order: Effective after final signature - November 30, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$346,250.25
Procurement Method:	Utah State Contract PA4283
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Failure to complete this work by October 12, 2027, will result in non-compliance with FRA regulations. As camera systems are now classified as safety sensitive equipment, any train lacking fully operational cameras - including crashworthy memory - will not be permitted to operate within our system under FRA rules.

FISCAL IMPACT:

The 2025 approved Capital budget includes funds allocated for this Dell Technologies purchase. Funding will be expensed to the Hardware - Equipment expense line, account number 2229.65000.5008, Frontrunner Camera Systems capital project.

- 2025 Contract Total: \$346,250.25

Total not-to-exceed amount: \$346,250.25

ATTACHMENTS:

- Contract: Federal Railroad Administration (FRA) Crash Memory Modules (Dell Marketing)
- State Contract PA4283 ([Link <https://bit.ly/USC_PA4283>](https://bit.ly/USC_PA4283))

DELL MARKETING L.P.
C/O: DELL USA L.P.
P.O. BOX 802816
CHICAGO IL 60680-2816



Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER OG		17584
PO Number Must Appear On All Invoices And Shipments		
VENDOR NUMBER		PO DATE
1102836		7/16/2025
ORDER TAKEN BY		FOB
DAVID KING		*
BUYER		PAGE NUMBER
Wilson, Rick V		1 of 1

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

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 346,250.25 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	00015698	7/16/25	25 EA	40-2229.65000.5008	crash hardened memory module Cody Steffensen	13850.0100	346,250.25

This order is per Utah State Contract PA4283

<https://statecontracts.utah.gov/Contract/Details/pa4283-IT-Technology%7C9c422745-39d7-4719-aa00-78d2fb055fed>

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 Dell Marketing (aka Dell Technologties), following UTA Board of Trustees review and approval.

DocuSigned by:
By Mike Bell
70E33A415BA44F6...
Mike Bell, UTA Legal Counsel

Date 7/17/2025

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: 8/13/2025

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

TITLE:

Contract: Secondary Data Site (Tonaquint Data Centers, LLC DBA ValorC3 Data Centers)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a 5-year contract with Tonaquint Data Centers, LLC, DBA ValorC3 Data Centers, in the not-to-exceed amount of \$326,531.67.

BACKGROUND:

UTA is currently paying month-to-month for secondary data center services. Transitioning to a 5-year Tier III contract will lock in stable rates, prevent \$33,628 in projected cost increases, and enhance long-term infrastructure planning. This move also protects against market volatility and ensures the critical capacity needed to support ongoing operations.

DISCUSSION:

This contract secures rack space, power, and fiber cross-connects at fixed rates, eliminating exposure to market-driven cost increases.

- The current month-to-month model incurs a 10% annual cost increase, eroding budget predictability and long-term fiscal efficiency.
 - Delivers meaningful cost savings and procurement simplicity by eliminating the need for annual renewals.
 - Strategically aligns with the IT Department's roadmap for resilience, business continuity, and hybrid IT
-

capability.

Because State Contract MA4577 currently has an expiration date of May 14, 2029, this agreement is only in effect until May of 2029 unless the State Contract is Extended, Renewed, or Replaced AND a Notice to Proceed is issued by UTA in writing. If Contract MA4577 is not extended, renewed, or replaced, ValorC3 Data Centers will in good faith work with UTA to issue a refund for the pro-rated amount of un-used services paid in advance.

CONTRACT SUMMARY:

Contractor Name:	ValorC3 Data Centers
Contract Number:	State Contract: MA4577 Purchase Order: 20039139
Base Contract Effective Dates:	State Contract: June 26, 2024 - May 14, 2029 Purchase Order: August 1, 2025 - July 31, 2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$326,531.67
Procurement Method:	State Contract
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

Remain on Year-to-Year Contract (*Not Recommended*)

- Would incur 10% annual cost increases.
 - Would result in an estimated \$6,725 per year in additional costs, totaling \$33,625 over the five-year period.
 - Would introduce ongoing budget uncertainty and exposure to future market rate volatility.
-

FISCAL IMPACT:

Funding will come from Operations Expenditure Account 5200.50353.92

- 2025 Contract Total: \$59,094.00
- 2026 Contract Total: \$62,048.70
- 2027 Contract Total: \$65,151.14
- 2028 Contract Total: \$68,408.70
- 2029 Contract Total: \$71,829.13

Contract not-to-exceed Total: \$326,531.67

ATTACHMENTS:

- Contract: Secondary Data Site (Tonaquint Data Centers, LLC DBA ValorC3 Data Centers)
- Utah State Contract MA4577 ([Link <https://bit.ly/USC_MA4577>](https://bit.ly/USC_MA4577))

ValorC3 Data Centers 1108 W 1600 South, Blde D St. George UT 84770			PURCHASE ORDER NUMBER ON		20039139
			PO Number Must Appear On All Invoices And Shipments		
				Utah Transit Authority	VENDOR NUMBER 1523602
SEND INVOICE TO: AP@RIDEUTA.COM		SHIP TO: ATTENTION: RECEIVING	An Equal Opportunity Employer	ORDER TAKEN BY IAN M	FOB *
669 W 200 S		3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101		Salt Lake City UT 84119	www.rideuta.com	Wilson, Rick V	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 326,531.67 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00015309	8/1/25	1 EA	5200.50353.92	2025	59094.0000	59,094.00
2	00015309	8/1/26	1 EA	5200.50353.92	2026	62048.7000	62,048.70
3	00015309	8/1/27	1 EA	5200.50353.92	2027	65151.1400	65,151.14
4	00015309	8/1/28	1 EA	5200.50353.92	2028	68408.7000	68,408.70
5	00015309	8/1/29	1 EA	5200.50353.92	2029	71829.1300	71,829.13

This order is per Utah State Contract MA4577: <https://statecontracts.utah.gov/Contract/Details/MA4577-Data-Communications-Equipment-and-Services%7C6bdf52e3-2a1d-4d2f-9b04-2bc6c4523fa1>

Utah State Contract MA4577 currently has an expiration date of 5/14/2029. This Order is ONLY in effect until 5/14/2029 unless the State Contract is Extended, Renewed or Replaced AND a Notice To Proceed is issued by UTA in writing. If the State Contract MA4577 is NOT Extended, Renewed or Replaced, TONAQUINT DATA CENTERS, LLC, DBA VALORC3 DATA CENTERS (“TDC”) will in Good Faith work with UTA to issue a refund for the pro-rated amount of un-used services which was paid in advance (5/15/2029 thru 7/31/2030).

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 VALORC3 DATA CENTERS following UTA Board of Trustees review and approval.

DocuSigned by:
UTA
By Mike Bell
Mike Bell, UTA Legal Counsel
Date 7/7/2025

Signed by:
VALORC3 DATA CENTERS
By Michael C. DeVito
Michael DeVito, Chief Commercial Officer
Date 7/2/2025

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: 8/13/2025

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

TITLE:

Contract: MVX Network Equipment (CVE Technologies Group, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 17573 under Utah State Contract AR3227 with CVE Technologies Group, Inc. in the not-to-exceed amount of \$319,295.26 for the purchase of network hardware that will provide the required technology at each platform.

BACKGROUND:

Midvalley Express (MVX) is a 7-mile bus rapid transit (BRT) route connecting Murray Central Station to West Valley Central Station, serving Murray, Taylorsville, and West Valley City. To ensure effective operations and security across all 14 stations, network equipment must be purchased and installed. This equipment will support electronic signage, security cameras, fare equipment, and other essential technologies, providing a safe, secure, and user-friendly experience for riders. Similar network infrastructure is standard across all of UTA's BRT, TRAX, and FrontRunner stations.

DISCUSSION:

This contract will secure the essential network equipment required for MVX. UTA must provide digital signage, ticket vending machines, and security cameras at each station, all of which require reliable network access to operate and be properly maintained. The contract includes equipment such as Cisco switches, licensing, power cords, console adaptors, and various copper wiring and connectors. The Cisco switches serve as the critical connection points, linking cameras, signage, and fare collection devices to the internet. This connectivity enables us to safely monitor the platforms, process fare transactions, and provide real-time

customer information on bus arrivals and departures.

CONTRACT SUMMARY:

Contractor Name:	CVE Technologies Group, Inc.
Contract Number:	State Contract: AR3227 Purchase Order: 17573
Base Contract Effective Dates:	State Contract: 10/23/2020 - 9/30/2026 Purchase Order: Effective 8/13/2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$319,295.26
Procurement Method:	State Contract
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

There are no other practical options to provide the necessary internet access for this hardware. While several suppliers offer similar equipment, UTA's state contract and existing relationship with CVE Technologies Group provides pre-negotiated pricing, ensuring a cost-effective and efficient purchasing process.

FISCAL IMPACT:

This hardware purchase would fall under the state of good repair for future replacement.

The 2025 amount is included in Capital Project MSP253

- 2025 - Contract Total: \$319,295.26

Total Contract Not-to-Exceed Value: \$319,295.26

ATTACHMENTS:

- Contract: MVX Network Equipment (CVE Technologies Group, Inc.) (Purchase Order: 17573)
- Utah State contract AR3227 - [Link <https://bit.ly/USC_AR3227>](https://bit.ly/USC_AR3227)

CVE Technologies Group, Inc 1414 S GUSTIN RD Salt Lake City UT 84104			PURCHASE ORDER NUMBER OG	17573
			PO Number Must Appear On All Invoices And Shipments	
		Utah Transit Authority		VENDOR NUMBER 1229623
SEND INVOICE TO: AP@RIDEUTA.COM	SHIP TO: ATTENTION: RECEIVING	<i>An Equal Opportunity Employer</i>	ORDER TAKEN BY	FOB
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Dang, Jenny	1 of 1

Confirmation: Do not Duplicate

Utah Transit Authority Is Tax Exempt

Total PO Value: 319,295.26

Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00015342	6/25/25	31 EA	20-2506.65000.14055005	IE4010 POE Switch	4427.0900	137,239.79
2	00015342	6/25/25	31 EA	20-2506.65000.14055005	SNTC-8X5XNBD IE4010 Justin Palmer	672.3700	20,843.47
3	00015342	6/25/25	31 EA	20-2506.65000.14055005	PSU for IE4010 POE Justin Palmer	816.4300	25,309.33
4	00015342	6/25/25	31 EA	20-2506.65000.14055005	NEMA5 Power Cord Justin Palmer	7.2200	223.82
5	00015342	6/25/25	64 EA	20-2506.65000.14055005	Catalyst 9000 12-port Justin Palmer	1258.3400	80,533.76
6	00015342	6/25/25	64 EA	20-2506.65000.14055005	C9200CX Cisco License Justin Palmer	169.5800	10,853.12
7	00015342	6/25/25	64 EA	20-2506.65000.14055005	19 inch rack mount Justin Palmer	41.7000	2,668.80
8	00015342	6/25/25	64 EA	20-2506.65000.14055005	Console Adaptor Justin Palmer	19.4600	1,245.44
9	00015342	6/25/25	4 EA	20-2506.65000.14055005	1000Base Tranceiver Module Justin Palmer	1702.9900	6,811.96
10	00015342	6/25/25	130 EA	20-2506.65000.14055005	1000 Tranceiver module 1310nm Justin Palmer	424.7100	55,212.30
11	00015342	6/25/25	130 EA	20-2506.65000.14055005	Singlemode OS2 Jumper Cable Justin Palmer	29.6700	3,857.10
12	00015342	6/25/25	130 EA	20-2506.65000.14055005	CAT 6 Jumper Cable Justin Palmer	5.9400	772.20
13	00015342	6/25/25	EA	20-2506.65000.14055005	Discount Justin Palmer	-26275.8300	-26,275.83

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

This order is subject to pricing under the State contract, contract number AR3227

Contract Term: 10/23/2020 - 9/30/2026

This Contract/PO is a Not to Exceed Amount of \$319,295.26

See the attached CVE Technologies Group quote in Exhibit A below of this PO.

See the attached Exhibit B Federal Clauses and Certifications below of this PO.

<https://statecontracts.utah.gov/Contract/Details/AR3227-Data-Communications-Equipment-and-Services%7Cee54a2a0-8dda-4e7a-818d-f4a74b0dcbc4>

Utah Transit Authority

Date: 7/3/2025

DocuSigned by:

Signature :

Mike Bell

Mike Bell, AAG State of Utah and

UTA Legal Counsel UTA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

TITLE:

Contract: Granicus/Legistar - Board Meeting Management Software (Carahsoft Technology Corporation)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 20039214 under State Contract AR2472 and associated disbursements with Carahsoft Technology Corporation/Granicus in the not-to-exceed amount of \$421,455.63.

BACKGROUND:

On September 2, 2020, UTA's Board of Trustees approved Contract 20-03326, a five-year contract with Carasoft/Granicus for the purchase of Board Meeting Management Software to provide a more streamlined process for: submission of agenda items for board and committee meetings, review and approval of agenda related documents, compilation of a meeting packet, improved video streaming options, and publishing of meeting materials (documents, PowerPoints, audio files, etc.) for greater transparency to the public.

The original contract is ending and UTA desires to enter a new five (5) year agreement using State Contract AR2472.

DISCUSSION:

UTA has utilized the Legistar meeting management software for the past five years, during which time it has significantly improved the oversight, efficiency, and transparency of UTA Board meetings. Based on this positive experience and continued organizational needs, it is recommended UTA enter a new five (5) year purchase with Carahsoft.

Because this agreement is utilizing State Contract AR2472, which is currently set to expire on September 15, 2026, UTA will utilize the contract's "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 September 15, 2030, in the event that the state's contract is not renewed.

CONTRACT SUMMARY:

Contractor Name:	Carahsoft
Contract Number:	State Contract: AR2472 Purchase Order: 20039214
Base Contract Effective Dates:	State Contract: March 1, 2017 - September 15, 2026 Purchase Order: September 15, 2025 - September 14, 2030
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$421,455.63
Procurement Method:	Utah State Contract AR2472
Budget Authority:	Approved 2025 Operations Budget

ALTERNATIVES:

Without a technology supported solution to Board meeting management, there is a risk to the sustainability of the frequency of UTA Board meetings. Additionally, the lack of a modern governance tool hinders effective oversight and transparency.

FISCAL IMPACT:

All funds will come from account 5200.50353.92 in the Operations Budget

- 2025 Contract Total: \$67,833.31
- 2026 Contract Total: \$76,195.29
- 2027 Contract Total: \$83,814.81
- 2028 Contract Total: \$92,196.30
- 2029 Contract Total: \$101,415.92

Total not-to-exceed value of Contract: \$421,455.63

ATTACHMENTS:

- Contract: Granicus/Legistar - Board Meeting Management Software (Carahsoft Technology Corporation)
 - 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
ON

20039214

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER

1477770

PO DATE

7/17/2025

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

MANDY Q

FOB

*

BUYER

Wilson, Rick V

PAGE NUMBER

1 of 1

Confirmation: Do not Duplicate

Utah Transit Authority Is Tax Exempt

Total PO Value: 421,455.63

Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00015712	9/15/25	EA	5200.50353.92	Granicus 2025 - 2026 Renewal Katrina Vakek	.0000	67,833.31
2	00015712	9/15/26	EA	5200.50353.92	Granicus 2026 - 2027 Renewal Katrina Vakek	.0000	76,195.29
3	00015712	9/15/27	EA	5200.50353.92	Granicus 2027 - 2028 Renewal Katrina Vakek	.0000	83,814.81
4	00015712	9/15/28	EA	5200.50353.92	Granicus 2028 - 2029 Renewal Katrina Vakek	.0000	92,196.30
5	00015712	9/15/29	EA	5200.50353.92	Granicus 2029 - 2030 Renewal Katrina Vakek	.0000	101,415.92

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 September 15, 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.

Signed by:

Tim Merrill

56A03BC7C491482...ant Attorney General: UTA Legal Counsel

Date 7/17/2025

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: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Acting Chief Capital Services Officer
Janelle Robertson, FR2X Project Manager

TITLE:

Contract: FrontRunner (FR2X) Second Cooperative Agreement (Utah Department of Transportation)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute FrontRunner (FR2X) Second Cooperative Agreement with the Utah Department of Transportation (UDOT) for the Construction Phase of the Double Track Project.

BACKGROUND:

Pursuant to Utah Code § 17B-2a-804 and 72-1-202, as amended, UDOT is given oversight responsibility for fixed guideway capital development projects including the FrontRunner Forward Strategic Double-Tracking Project. The goal of this Project is to strategically double track UTA's commuter rail lines in Davis, Salt Lake and Utah Counties. On October 25, 2023, the Board approved a Cooperative Agreement known as the "Base Agreement" which established basic relationships between the Parties and roles and responsibilities for the Project. Since that time, the Parties have been working cooperatively under the Base Agreement to move the complex Project forward on several fronts with multiple affected Parties. The Parties have also been negotiating a more comprehensive agreement to guide their Phase II Construction activities.

DISCUSSION:

UDOT is requesting the UTA Board of Trustees approve the FrontRunner (FR2X) Second Cooperative Agreement for the Construction Phase of the Strategic Double Track Project. This Agreement was negotiated over a 2-year period and covers the Party's respective roles and responsibilities during the Construction Phase of the Project. It covers items such as interaction with UDOT's Progressive Design Builder (PDB) contractor,

UTA's inspection and acceptance role, UTA warranty protection, and how the Parties will deal with service interruptions. Consummation of this Agreement represents an important milestone in moving this Project forward and obtaining FTA support.

ALTERNATIVES:

There is no reasonable alternative as this agreement is necessary to advance FR2X.

FISCAL IMPACT:

All project costs incurred by UTA will be reimbursed by UDOT pursuant to Utah House Bill 322 and anticipated FTA funding. UTA staff will bill time to the FR2X Project Code (MSP252) and UTA will be reimbursed by UDOT as agreed upon in previously executed agreements between UDOT and UTA ("Reimbursement Agreement" from 2024). UTA has budgeted \$2.59 million for FR2X in 2025 and will include \$11,398,000 for the project in the 5-Year Capital Plan. These allocated funds would cover UTA's costs (primarily staff time) which would then be reimbursed by UDOT.

This agreement does not explicitly address the future operating and maintenance costs that will begin once the project is completed. Additional agreements with UDOT regarding FR2X will be needed.

ATTACHMENTS:

1. FrontRunner (FR2X) Second Cooperative Agreement

FRONTRUNNER (FR2X) SECOND COOPERATIVE AGREEMENT

(Construction Phase of Double Track Project)

This FRONTRUNNER (FR2X) SECOND COOPERATIVE AGREEMENT (“**Agreement**”), to be effective as of August 13, 2025 (the “**Effective Date**”), is made between the Utah Department of Transportation (“**UDOT**”), an agency of the State of Utah, and Utah Transit Authority (“**UTA**”), a Utah public transit district (each a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. Pursuant to Utah Code §§ 17B-2a-804 and 72-1-202, as amended, UDOT is given oversight and supervisory responsibility for fixed guideway capital development projects (as that term is defined in those sections) when they include state funding. Such projects include UDOT Project No. S-ST99(835), PIN No. 20253 and other projects PINs and numbers as needed to deliver the goals of a program to strategically double track commuter rail lines in Davis, Salt Lake, and Utah Counties, Utah (the “**Project**”, as that term is defined in the Base Agreement and as modified by Section 2 below).
- B. The Parties have entered or will enter into a number of other agreements to establish their relationship and address needs for the Project, including:
 1. The Parties have entered into a FrontRunner Cooperative Agreement effective as of August 22, 2023, to establish their basic relationship and roles and responsibilities for the Project (the “**Base Agreement**”), as amended herein and from time to time.
 2. The Parties are entering into this Agreement to establish some basic principles to govern their relationship for the following Project matters: the roles and responsibilities of the Parties during the Phase 2 Activities for the Project. This Agreement is subordinate to, subject to, and entered in furtherance of the Base Agreement.
 3. The Parties have also entered into a FrontRunner Double Track Project Funding and Reimbursement Agreement effective as of March 1, 2024 (the “**Reimbursement Agreement**”), as amended from time to time. The Reimbursement Agreement is also subordinate to, subject to, and entered in furtherance of the Base Agreement.
- C. Under the Project, UDOT, in consultation with UTA, will contract with a progressive design builder to construct in a complex rail environment on separate segments of property that are (or will be) owned or leased by UTA. The Parties are independent organizations with individual cultures and expertise, and they intend the principles that govern the Project to maximize the strengths of each organization in the delivery of the Project within the requirements of applicable law; and

- D. The Parties intend to perform their respective roles and duties in a cooperative and collaborative manner and to make good faith efforts to successfully deliver the Project in a timely and efficient manner.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for good and valuable consideration based on the mutual promises contained herein, the Parties agree as follows:

1. **AGREEMENT PURPOSE AND SCOPE.** The purpose and scope of this Agreement are as follows:
 - a. Agreement Purpose. The purpose of this Agreement is to address the Parties' roles and responsibilities related to the Phase 2 Activities for the Project.
 - b. Scope of this Agreement. The Parties agree that this Agreement is subordinate to, subject to, and entered in furtherance of the Base Agreement to address the roles and responsibilities of the Parties for the Phase 2 Activities for the Project.
 - c. Order of Precedence. First, if there is any direct conflict between the terms of this Agreement and the terms of the Base Agreement, the terms of the Base Agreement shall govern. Second, if there is any direct conflict between the terms of this Agreement and the terms of the Reimbursement Agreement, the terms of the Reimbursement Agreement shall govern (unless the Base Agreement governs under the foregoing sentence).
 - d. Future Amendments and Agreements. The Parties acknowledge that in the future they may need to enter into amendments to this Agreement, or other agreements that are consistent with this Agreement, the Base Agreement, and the Reimbursement Agreement, to address additional areas related to the Work for the Project, and the Parties agree to act in good faith in connection with negotiating and entering such amendments and agreements.
2. **DEFINITIONS.** The following definitions apply to this Agreement in addition to those which may be stated elsewhere in this Agreement or in the Base Agreement:
 - a. **"Completed Work"** means any Work for the Project that has been completed and accepted in the manner stated in this Agreement.
 - b. **"Contract Completion"** means the time when all of the following have occurred: (i) the Project has achieved Project Physical Completion; (ii) the PDB has given to UDOT all remaining required releases in connection with Project Work; and (iii) UTA has given UDOT a Project Certificate of Acceptance.

- c. **“Day” or “day”** means a calendar day, but if a period specified in this Agreement is ten (10) days or less, “day” means a working day (Monday through Friday, not including holidays) unless otherwise stated.
- d. **“Deferred Punch List”** means items of Work that UDOT and UTA agree in writing may be scheduled and performed at a time after a Segment Physical Completion, as long as those items of Work are completed before Project Physical Completion.
- e. **“Defined Portion”** means a specifically described portion of the Work that is a subpart of a Segment and can include rail and/or other appurtenances and fixtures, that may be activated in a manner that is acceptable to both UDOT and UTA in the manner described in Section 9 below. Each Defined Portion will be agreed between the PDB, UDOT, and UTA and described in the applicable work package of the Phase 2 Contract.
- f. **“Direction by UTA”** means a contractual right given to UTA to enforce the Phase 2 Contract or direct the Work of the PDB pursuant to the Phase 2 Contract and this Agreement.
- g. **“Milestone”** means any event in the Phase 2 Contract requiring a notice to proceed or similar action from UDOT to the Progressive Design Builder.
- h. **“Phase 2 Activities”** means design, construction, activation, acceptance, certification, final acceptance, handover, and warranty.
- i. **“Phase 2 Contract”** means the contract between UDOT and a Progressive Design Builder to perform the Phase 2 Activities for the Project.
- j. **“Progressive Design Builder” or “PDB,”** means a contractor competitively procured by UDOT to perform all or some of the Phase 2 Activities for the Project.
- k. **“Project”** has the following meaning, and the Parties agree that the following definition of the term “Project” applies to this Agreement, to the Base Agreement, and to all other agreements for the Project that are subject to the Base Agreement, and it replaces any definition of that term to the contrary in such agreements: “Project” means a program of work in which UDOT and UTA cooperate to strategically double track and make other improvements for commuter rail lines in Davis, Salt Lake, and Utah Counties. The Project includes the FrontRunner “Strategic Double Tracking” or “FR2X” Project (UDOT Project No. S-ST99(835) and PIN No. 20253) and other project PINs and numbers as needed to deliver the goals of the Project, and the work for the Project includes rail double tracking, rail realignment, work for stations, and related improvements, to allow UTA to alleviate congestion on FrontRunner service, increase service ridership, and increase service frequency, reliability and speed.
- l. **“Project Physical Completion”** means the time when all of the following have occurred: (i) the Project has achieved Project Substantial Completion; (ii) the Deferred

Punch List items for all Segments of the Project have been completed; (iii) UTA has received the asset list described in Section 12.b; and (iv) the PDB has given to UTA all remaining Project paperwork, including administrative notices and the warranties associated with Deferred Punch List items.

- m. **“Project Substantial Completion”** means the time when UTA gives UDOT the final Segment Certificate of Acceptance that is required for the Project and all Segments have achieved Segment Final Acceptance.
- n. **“PSS Certificate”** means the Project Safety and Security Certificate of Conformance.
- o. **“RAP”** means a Rail Activation Plan that is part of the Safety and Security Certification Plan described in Section 9 below. The purpose of the RAP is to establish the process to address technical systems’ integration testing and establish operational readiness, including review and certification. The RAP will describe the performance criteria for completion of the testing and activation, and it will also describe how satisfaction of the performance requirements will be determined to have occurred. It will also specify the systems and equipment that are subject to the RAP.
- p. **“Revenue Service”** means all track or parts of the FrontRunner System that have been tested and accepted by UTA, through the issuance of a PSS Certificate, to be safe to carry passengers.
- q. **“Segment”** means a work package of the Phase 2 Activities that may consist of multiple Defined Portion(s), and which includes the rail and all appurtenances and fixtures associated with the rail (including but not limited to crossings, gradings, erosion protections, etc.) and which may include a station (including but not limited to platforms, pedestrian bridges, elevators, and park and ride lots).
- r. **“Segment Final Acceptance”** means the time when all of the following have occurred: (i) the Segment has achieved Segment Physical Completion; (ii) the PDB has given all Segment paperwork to UTA, including as-built drawings, except for paperwork concerning Deferred Punch List items; (iii) the PDB has given to UDOT all required releases in connection with the Work for the Segment except releases in connection with Deferred Punch List items; and (iv) UTA has given UDOT a Segment Certificate of Acceptance.
- s. **“Segment Physical Completion”** means the time when all of the following have occurred: (i) all of the Segment has been placed into Revenue Service; (ii) all physical Work for the Segment has been completed except for Work items that both parties have placed on a Deferred Punch List that is signed by both parties; and (iii) at the time of signing the Deferred Punch List, UTA has given UDOT a Certificate of Segment Physical Completion.

- t. **“System Shutdown”** means a planned disruption of FrontRunner service that is needed by the Project Work and is included within the definition of “Service Interruption” pursuant to § 5.i of the Base Agreement.
 - u. **“Unplanned Service Interruption”** means an unplanned disruption of FrontRunner service caused by the Project Work and is included within the definition of “Service Interruption” pursuant to § 5.i of the Base Agreement.
 - v. **“UTA Right of Way” or “UTA ROW”** means any property that UTA owns, leases, or has otherwise obtained the right to occupy that is used in connection with the Project (regardless of whether there are additional interests held by others on such property, such as utility or railroad interests, and regardless of whether the property is shown in any Project plans or drawings).
 - w. **“Work”** means all work of every kind that is required to complete activities for the Project.
3. **PROCUREMENT AND CONTRACTS FOR CONSTRUCTION OF THE PROJECT.** The Parties have established the following roles and responsibilities related to procurement and contracting for the Phase 2 Activities for the Project in addition to those stated in the provisions of Base Agreement Sections 5.b and 5.c:
- a. Negotiation and Execution of Phase 2 Contract. The Parties have the following roles and responsibilities related to the negotiation and execution of the Phase 2 Contract:
 - i. Contracting Authority. UDOT will negotiate and enter into the Phase 2 Contract.
 - ii. Review and Comment. The Parties will jointly develop the Phase 2 Contract.
 - b. Additional Procurements. UDOT can procure other contracts as it deems necessary to complete Phase 2 Activities or other activities for the Project. UTA will have the right to provide comments on any additional procurement, including, but not limited to, procurement and contracting documents related to the Phase 2 Activities.
 - c. Right to Direction by UTA. UDOT is responsible for directing the Work of all of its contractors, including but not limited to the PDB, and UTA will have no right to provide direction under any Project contract entered by UDOT, except that UTA has the limited right to direct the Work of any Project contractor under contract with UDOT, including the PDB, as provided by UDOT in writing and in the following circumstances:
 - i. In accordance with the UTA-approved RAP, which UTA will implement directly with the PDB and in collaboration with UDOT.
 - ii. As expressly stated in the Environmental and Hazardous Substances and Waste Agreement to be signed between the Parties, or as expressly stated in

any other amendment or agreement to be signed between the Parties for the Project.

- iii. To enforce the terms and conditions of a permit granted to a Project contractor by UTA.
- iv. If Direction by UTA is necessary to protect against immediate concerns for health and safety.

UTA will not issue a stop work order to any contractor under contract with UDOT, including the PDB, except in connection with a matter allowed by this Section 3.c. If UTA determines to direct the Work of a contractor, including the PDB, under the circumstances identified in this Section 3.c, UTA will immediately notify the UDOT Project Director in writing.

4. **RIGHT OF WAY ACCESS; UTILITY LICENSES; PROGRESSION OF WORK.** The Parties shall coordinate as follows for access to UTA Rights of Way, for Work involving utilities, and for Service Interruptions, in addition to the provisions of Base Agreement Sections 5.e, 5.f, and 5.i:

- a. General. UTA controls and operates the UTA ROW where the majority of the Work will occur. UDOT and its contractors and consultants, including the PDB, will need access to the UTA ROW to construct the Project. UTA will provide UDOT and its contractors and consultants, including the PDB, access to the ROW and any additional UTA-owned or occupied property necessary for Phase 2 Activities for the Project under the requirements listed below in b-d. While it is not anticipated that UTA and its contractors will be required to access UDOT-owned property, UDOT reserves the right to require UTA to obtain a permit to access UDOT property, if applicable.
- b. UTA Permitting during the Phase 2 Contract. UDOT agrees that it and its contractors and consultants, including the PDB, will follow UTA's existing process to obtain a right of entry ("ROE") and a track access permit, both as provided on UTA's website <https://www.rideuta.com/doing-business/property-management> and the attached agreed right of entry form applicable to the Project, Form of ROE, **Exhibit B**, except that the insurance requirements in the Phase 2 Contract will apply.
- c. Utility Licenses. Whenever the PDB needs to relocate or otherwise impact a third-party utility in the ROW, the Parties will follow, and will require their respective contractors (including the PDB) to follow the UTA process for requesting or impacting a utility license, which is attached and incorporated by reference as UTA Utility License Process, **Exhibit D**.
- d. Phasing and Approach to Progression of Work. The Parties will agree on the phasing and approach to progression of the Project Work and acknowledge that operations impacts and System Shutdowns are part of the overall phasing and approach. The

Parties recognize that any disruption of FrontRunner services, whether planned or unplanned, is undesirable, and they agree that their intent is to minimize disruptions to FrontRunner services when possible. UTA and UDOT will work cooperatively with each other and the PDB to identify what operational impacts and System Shutdowns are permissible and will incorporate that expectation into the Phase 2 Contract and the Project schedule, which will identify when System Shutdowns will occur, as well as the number and duration of System Shutdowns necessary to allow for the Project to remain on schedule and within budget while reasonably impacting existing service. If changes are required, UDOT and UTA will agree on the changes in a manner consistent with Section 4(e)(3) below.

e. Planning for FrontRunner System Shutdowns. UDOT will require its contractors, including the PDB, to participate in the identification of the schedule and number and duration of planned System Shutdowns. The following are requirements related to System Shutdowns:

- 1) System Shutdowns that require a bus bridge must be identified in the baseline schedule and coordinated with UTA at least six (6) months in advance, or as otherwise agreed to allow UTA to arrange for bus service.
- 2) At least fourteen (14) days prior to any scheduled System Shutdown, the PDB will provide the following information to UDOT and UTA:
 - i. An hourly schedule of the proposed FrontRunner System Shutdown, which includes identified work crews, subconsultants, equipment, and materials needed. The hourly schedule must include adequate time for all required testing, including time for UTA to perform any final testing and pre-revenue and activation process prior to the scheduled re-opening of the segment subject to the FrontRunner System Shutdown.
 - ii. The list of materials required under (i) above includes track and system materials and the PDB must verify each item as being onsite and available.
 - iii. A testing plan that identifies all necessary tests that will be performed during the FrontRunner System Shutdown to verify that any new track or systems are ready for Revenue Service.
 - iv. All proposed software changes must have been previously submitted to UTA and finally approved by UTA.
 - v. Documentation of submission to the Federal Railroad Administration (“FRA”) of any testing plan and vital software changes for review at least ten (10) days prior to any testing, as well as any changes to the testing plan and/or vital software changes, if required by FRA.

- 3) UTA will evaluate and review the information provided by the PDB and, if reasonably satisfied with the accuracy and completeness of the information, UTA will provide approval to initiate the System Shutdown and the hourly schedule during the System Shutdown. If UTA does not approve the PDB's System Shutdown request, UTA will work with UDOT and the PDB to determine whether a work-around can be established to prevent or minimize the System Shutdown, whether other scheduling is possible without causing Project delay, and other mitigation measures that may be taken in order to find acceptable alternatives to any aspect of the PDB's information submitted in accordance with Section 4.e.2.
- f. System Shutdown Supervisor. The PDB will identify an on-site System Shutdown supervisor who will act as the point of contact with both UDOT and UTA during any System Shutdown. The System Shutdown supervisor will provide to UDOT and UTA, for the duration of the System Shutdown, regular updates that include details on the progress, schedule, and any issues that may have been identified, resolved, or are still outstanding.
- g. Extension of a System Shutdown. UDOT will require under the terms of the Phase 2 Contract that, if the PDB does not conclude, or anticipates not concluding, all the scheduled Work during a designated System Shutdown period, the PDB's on-site System Shutdown supervisor will consult with UDOT and UTA on whether to extend the System Shutdown or to defer some Work intended to be completed during the System Shutdown. UTA has final approval of extensions of System Shutdowns, which approval shall not be unreasonably withheld.
- h. Unplanned Service Interruptions. In the event of an Unplanned Service Interruption, UDOT will require under the terms of the Phase 2 Contract that the PDB immediately notify UDOT and UTA in writing of (1) the circumstances that led to the Unplanned Service Interruption, (2) the mitigation plan to remedy the circumstances that led to the Unplanned Service Interruption, and (3) the anticipated time frame for the Service Interruption. The PDB will be required to update such reporting identified in (1) through (3) above hourly for the duration of the Unplanned Service Interruption. If an Unplanned Service Interruption exceeds eight (8) hours, it will be considered a System Shutdown and the PDB will be required to submit all information required pursuant to Section 4.e for UTA approval.
- i. Reimbursable Costs of Service Interruptions and System Shutdowns. The Reimbursement Agreement and the Base Agreement govern whether UTA is entitled to reimbursement for additional incurred costs as a result of an Unplanned Service Interruption or System Shutdown.
- j. Station Construction. When a Segment contains a station, the following additional roles and responsibilities apply. In the same matter as with other Segments, UDOT is responsible for design and construction of the station and its related improvements.

UDOT will acquire and will own the real property easements and fee interests that are needed for the station's improvements. UTA will take ownership of the following station improvements at the time of Segment Final Acceptance for the Segment as provided in Section 10.e: the platform, elevators, pedestrian bridge, and fixed transit-related improvements (including tracks, signals, and other transit improvements). UDOT will retain ownership of all other station improvements, including the park and ride lot. UTA shall operate and maintain the station (including the park and ride lot) upon Segment Final Acceptance and whenever it is open to the public, and the Parties may enter additional agreements to address operations and maintenance issues.

5. SAFETY AND SECURITY PLAN PRINCIPLES: The Parties agree to the following principles concerning Project plans, to be approved by the Parties pursuant to Section 6.f, that relate to safety and security:
 - a. Safety and Security Management Plan, including Committee and SSMP. UDOT and UTA have established and agree to comply with the Safety and Security Management Plan, as amended from time to time by mutual agreement ("**SSMP**"), which is a sub-plan to the Project Management Plan, as amended from time to time by mutual agreement ("**PMP**"). The SSMP creates a Safety and Security Review Committee ("**SSRC**") and states the committee's purpose and process. The SSMP also includes a Safety and Security Certification Plan, as amended from time to time, and as further described in Section 5.c below ("**SSCP**"), which relates to Revenue Service. Pursuant to the SSMP, the PDB is required to submit for approval a Construction Safety and Security Plan.
 - b. SSMP Contents for Safety and Security Certification Plan. As part of the SSMP, UTA and UDOT agree to develop and follow the SSCP. The goal of the SSCP is to state the procedures that will allow Revenue Service to commence in a safe and secure manner through a formal program of certification. The Parties agree that they will develop the SSCP during preliminary engineering; update it at construction and testing/start-up as needed (through the SSRC) to address changes; and carry out safety and security certifications as described in the SSCP. The SSCP will also contain a System Integration and Testing Plan ("**SITP**") and a RAP, both of which will address testing and activation of the rail system pursuant to Section 9 below.
 - c. SSMP Contents for Work in Rail Corridor with Active Train Traffic. The SSMP will include requirements specific to conducting construction Work in a rail corridor with active train traffic that are in compliance with applicable requirements of the Union Pacific Railroad ("**UPRR**"). Those requirements will be consistent with the requirements in permits issued to the PDB in accordance with Section 4. Protocols for stopping work due to an imminent safety threat will be set out in the SSMP.
6. PROJECT COORDINATION AND ORGANIZATION. The Parties agree that in addition to the requirements of Section 4 of the Base Agreement, their coordination will include the following for the duration of the Project:

- a. Project Team Coordination. The roles and responsibilities of the Parties and of others for the Project are shown on the PMP's integrated project organizational chart pursuant to Base Agreement Section 4.e, and on the Roles and Responsibilities Matrix that is attached and incorporated herein as **Exhibit A**, which may be amended from time to time without amending this Agreement. The Parties further agree that the PMP and its sub-plans will designate the personnel who are acting as points of coordination between UTA and UDOT for various matters, and those individuals will act as representatives of the Parties during the Project when acting within their established scopes of authority. UTA and UDOT may develop staffing plans from time to time to address their needs for the Project, and they may amend Project documents from time to time to reflect staffing changes.
- b. Project Meetings. UDOT, in consultation with UTA, will determine who will attend regular Project meetings with the PDB.
- c. Field Engineering. UTA will respond in a reasonable timeframe and provide all relevant information requested by UDOT to ensure that the Work progresses in accordance with the schedule and the UTA Design Criteria and Requirements.
- d. Inspections. UTA will inspect the construction Work on the Project site. UTA will in a reasonable timeframe notify the Project Director, as defined in the PMP, in writing of any concerns identified during an inspection. UDOT will address UTA's concerns in a reasonable timeframe and notify UTA when the concern has been addressed for final inspection and approval by UTA.
- e. Review and Approval of Design Plans and Design Changes. The Parties will follow the workflow for design submission, review, and approvals in **Exhibit C**, Design Workflow, which is attached and incorporated herein. In addition, UTA will review and comment on a design package, progressive concept evaluation ("**PCE**"), or notice of design change, according to the timeframes identified in Exhibit C or as otherwise established by the Parties in writing, and if such timeframes are exceeded the proposed design plan will be deemed approved.
- f. Review and Approval of Construction Submittals. UDOT will include in the Phase 2 Contract a table of submittals that the PDB will be responsible to provide to UDOT, and that same table will identify which plans require the PDB to obtain approval from UTA. UTA will strive to review and comment on a submittal within ten (10) days; provided, however, that UTA will review and comment on a submittal within twenty (20) days, or the submittal will be deemed approved. UTA approvals will not be unreasonably withheld.
- g. Construction Milestone Reviews. UTA will participate in Milestone reviews, if any, between UDOT and the PDB and provide its approval following each Milestone review with the PDB.

7. **QUALITY MANAGEMENT.** The Parties shall coordinate as follows with respect to quality management:
- a. Quality Management System Plan. UDOT and UTA have established, and agree to comply with, the Quality Management System Plan, as amended from time to time by mutual agreement ("**QMSP**"), which is a sub-plan of the PMP. The purpose of this QMSP is to provide a framework for quality control and assurance measures during the Phase 2 Activities, including, but not limited to, the assignment of primary responsibility for these measures.
 - b. Access to Records. In accordance with Section 4.f of the Base Agreement, UTA and UDOT will have the right to reasonable review of each other's Project records to verify compliance in accordance with the QMSP.
 - c. Duty to Give Notice of a Nonconformance. UTA will in a reasonable timeframe give written notice to the UDOT Project Director, as defined in the PMP, of any suspected nonconformance with the QMSP. UTA will work with the integrated quality leadership team to assist UDOT with issuing a formal nonconformance report ("**NCR**") to the PDB. UTA will cooperate with UDOT as necessary to resolve any suspected nonconformance in accordance with the QMSP. UDOT will require the PDB to resolve any NCRs to UTA's reasonable satisfaction and approval in a reasonable timeframe.
8. **CHANGE MANAGEMENT.** The Parties shall coordinate as follows related to change management:
- a. Change Control. UDOT and UTA have established, and agree to comply with, the Change Control process set out in the PMP.
 - b. Use of Available Funds. Throughout the life of the Project, UDOT will communicate with the Federal Transit Administration ("**FTA**") to determine if there are available federal funds in the Project contingency that could be used for Project purposes. UDOT and UTA will mutually establish a prioritized list of Project needs that could be funded by the available federal contingency, and any available sources of matching funds, if required. The Parties agree that available federal contingency may be applied to the following to the extent eligible under federal requirements: the prioritized list of Project needs; scope items that are subject to Base Agreement Section 6.b.iii; and other items that are payable by the Project, such as Project litigation expenses.
 - c. Betterments. The Parties shall comply with the following related to Betterments in addition to Section 6.b.iii of the Base Agreement:
 - i. Policy and Procedure. Betterments are requests by a Party or by third parties that seek to improve a facility that is impacted by the Project in a manner that exceeds what is necessary for the Project ("**Betterment**"). In addition to other

applicable requirements, UDOT and UTA agree to follow the requirements of Section 6.b.iii of the Base Agreement concerning evaluating and incorporating Betterments into the Project beyond the FTA-approved scope of the Project, which requires a Party's Betterment costs to be borne by the requesting Party.

- ii. Third-Party Requests. UTA will reasonably support the decision of UDOT on any Betterment requests from third parties. Any third-party requests for Betterments will be evaluated based on whether the proposed Betterment would adversely impact the Project schedule and whether it is funded by the third party. UTA will have the right to approve or disapprove any Betterments requested by third parties that impact UTA's right of way and/or service. Such approval or disapproval shall be provided in a timely manner, and approval shall not unreasonably be withheld.
 - iii. Cost of Betterments. In accordance with the Base Agreement, Section 6.b.iii, the costs for Party requests that constitute Betterments or concurrent non-Project activities will be borne by the requesting Party.
9. **DEFINED PORTION ACTIVATION; REVENUE SERVICE.** Before UTA conducts Revenue Service on any Work that has been performed by the PDB, UTA will work directly with the PDB and conduct an activation process in the manner described below. The activation process described below is described generally, and the Parties will further specify such process (in a manner consistent with this Agreement) in the RAP.
- a. Defined Portion. The PDB will notify UDOT when a Defined Portion is ready for activation. UDOT will notify UTA, who will confirm that the Defined Portion is ready for activation under the RAP.
 - b. Activation Criteria. The performance criteria that the Defined Portion must meet to pass or fail the activation process will be identified in the RAP, except that if UTA believes additional criteria apply, UTA will identify them to the PDB and UDOT and the Parties will agree on any additional success criteria for activation.
 - c. Communication and Cooperation During Activation. The Parties agree that as part of the RAP they will establish a process to communicate direction given to the PDB about activation. However, the Parties also agree that UTA is solely responsible for determining what direction to provide to the PDB and to UDOT concerning activation. UTA has the right to provide direction directly to the PDB concerning activation, and UTA will ensure that UDOT also receives the same information. UDOT will require the PDB to work cooperatively with UTA to provide any support needed for activation. UTA and UDOT will cooperate to address any compliance concerns during testing and activation. If UTA determines that the PDB should receive direction that exceeds UTA's needs to communicate during an activation process, UTA will inform UDOT, and UDOT will provide direction to the PDB as appropriate in UDOT's discretion.

- d. Completion of Activation and PSS Certificate. UTA will conduct the activation process on a particular Defined Portion directly with the PDB and in compliance with the RAP. UTA will keep UDOT informed of its actions on a constant basis. UDOT will require the PDB to work at UTA's direction during the activation process and perform the Work needed to pass the activation process as directed by UTA. The activation process will commence at times and in locations established by UTA in UTA's notice to the PDB and UDOT. The activation process will continue until UTA, working with the PDB directly, determines that an activation process was successful for each Defined Portion. Once the activation process for the Defined Portion is complete, UTA will promptly notify UDOT in writing that the Defined Portion successfully passed the activation process, and UTA will issue a PSS Certificate to UDOT for the Defined Portion and may begin Revenue Service on the Defined Portion.
- e. Post- PSS Certificate. Following activation and commencement of Revenue Service for any Defined Portion, the Parties agree that the Phase 2 Contract will require the PDB to provide continuous monitoring of the activated Defined Portion for a period of seventy-two (72) hours and be available to respond to activation issues whenever such issues arise. The Phase 2 Contract will also require the PDB to promptly report any deficiencies in the Work to UDOT's Project Director and UTA's Manager of Quality and Construction Oversight as the PDB completes its responsibilities under the RAP, but any deficiency affecting safety must be reported immediately. The Phase 2 Contract will also require the PDB to perform additional Work as directed by UDOT (or by UTA for matters that are subject to Direction by UTA) or, in emergency circumstances, as directed by UTA with a copy to UDOT. The Parties agree that UTA will specify the PDB's monitoring activities in the RAP.
- f. Effect of PSS Certificate. UTA's issuance of a PSS Certificate for a Defined Portion signifies completion of activation and commencement of Revenue Service, and upon issuance of the PSS Certificate the Defined Portion passes to UTA's sole control and is no longer subject to control by UDOT or the PDB, or subject to having Work performed under this Agreement. UTA has full and sole control, responsibility, and liability for an activated Defined Portion. While the PDB may perform Work in the vicinity of an activated Defined Portion, the PDB will not enter an activated Defined Portion without a permit from UTA that specifies what the PDB can do within the activated Defined Portion. Before the time when an entire Segment receives Segment Final Acceptance (as defined in Section 10), UDOT or the PDB will retain all documentation for any activated Defined Portions and will make it available to UTA upon reasonable request.
- g. Removal From Revenue Service; Reactivation; Risk of Loss. If additional Work needs to be performed on a Defined Portion that was activated, UDOT and UTA will notify each other of the need to perform the Work, and the Parties will identify the following in writing: the affected Defined Portion, and a date and time when the Defined Portion shall be removed from Revenue Service. At the date and time when the affected Defined Portion is removed from Revenue Service, it will be treated as any other Work

that is subject to this Agreement. At the time when UTA desires to again conduct Revenue Service on a Defined Portion that was removed from Revenue Service, UTA will repeat the process required by this Section 9 and once again activate the affected Defined Portion before placing it into Revenue Service. Once removed from Revenue Service, risk of loss and control passes back to the Project until it is once again restored to Revenue Service at the time when an updated PSS Certificate is issued for that Defined Portion.

10. SEGMENT PHYSICAL COMPLETION AND SEGMENT FINAL ACCEPTANCE.

After UTA has issued a PSS Certificate for all Defined Portions within a Segment, the Parties agree to the following roles and responsibilities related to inspection, punch list, Segment Physical Completion and Segment Final Acceptance.

- a. Notice; UTA Inspection of a Segment; Segment Punch List. UDOT will give notice to UTA and provide a date and time for UTA's final inspection of each Segment, and UTA agrees to attend the inspection. Within ten (10) days following the inspection, UTA will provide a punch list of items to be resolved for that Project Segment.
- b. Segment Punch List Reconciliation and Deferred Punch List. If there are punch list items for a Segment, UDOT will coordinate with the PDB to resolve the punch list items within twenty (20) days. UDOT will notify UTA when the punch list items are resolved, and UTA will have twenty (20) days to verify that the punch list items are resolved to UTA's satisfaction. If UDOT and UTA determine that it is beneficial to delay the performance of some punch list items, UDOT and UTA may place those items on a Deferred Punch List and sign the Deferred Punch List. The general punch list items for a Segment must be completed before Segment Physical Completion, but items that the Parties place on a Deferred Punch List may be scheduled and performed after Segment Physical Completion as long as they are completed before Project Physical Completion.
- c. Segment Physical Completion. A Segment is at Segment Physical Completion under the Phase 2 Contract when all of the following have occurred: (i) all of the Segment has been placed into Revenue Service; (ii) except for items of Work placed on a Deferred Punch List signed by the Parties, UTA has verified that the Segment's punch list work has been completed and therefore the Work for the Segment is complete (or, if UTA does not provide that verification, the twenty (20) days for UTA's verification have passed); and (iii) UTA has issued to UDOT a Certificate of Segment Physical Completion at the time when the Parties sign a Deferred Punch List (if any), which in any case will not be later than five (5) days after the time when UTA verifies or could verify completion of the general punch list for the Segment. UDOT will notify the PDB of Segment Physical Completion, which must be acknowledged by an authorized representative of the PDB. UTA will not unreasonably withhold a Certificate of Segment Physical Completion. If UTA withholds the Certificate of Segment Physical Completion, it must provide a written explanation of its reasons

along with a written notice of its decision to withhold. The Parties may dispute such action to withhold in the manner provided in the Base Agreement.

- d. Delivery of Documents. After Segment Physical Completion, UDOT will cause the PDB to provide to UTA all relevant documents needed to operate and maintain the Segment, including, but not limited to, signal box documentation, as-builts, and manuals, except for paperwork concerning Deferred Punch List items, if any.
- e. Segment Final Acceptance. A Segment is at Segment Final Acceptance when all of the following have occurred: (i) the Segment has achieved Segment Physical Completion; (ii) the PDB has given all Segment paperwork to UTA as provided in Section 10.d; (iii) the PDB has given to UDOT all required releases in connection with the Work for the Segment (except releases in connection with Deferred Punch List items); and (iv) UTA gives UDOT a signed Certificate of Segment Final Acceptance, which constitutes UTA's final acceptance of that Project Segment, and which will not be unreasonably withheld. Upon UTA's execution of the Certificate of Segment Final Acceptance, that Segment has been handed over from UDOT to UTA, and the Warranty defined in Section 13 begins for that Segment (except the Warranty for Deferred Punch List items). UTA owns all handed over Work in every respect and UDOT no longer has any role, responsibilities, or interests of any kind for a Segment that is handed over, except for the role agreed upon in a Deferred Punch List, and except for UDOT's role in connection with Warranty or latent defect issues as provided in Section 13 below. Upon a handover, no further documentation is needed to create a transfer of ownership from UDOT to UTA for the handed over Work.
- f. Hand Over and Risk of Loss. If Deferred Punch List Work is performed on a Segment that has been handed over to UTA, and if there is loss that arises from the Deferred Punch List Work, the Project bears the risk of loss from Deferred Punch List Work. Otherwise, handed over Work is owned by UTA and neither the Project nor UDOT is responsible for a risk of loss for handed over Work. Warranty and latent defect issues are addressed directly by UTA and neither the Project nor UDOT bears a risk of loss for them (UDOT only has the role stated in Section 13).
- g. UDOT is Not the Operator. UTA is the sole operator in connection with the Project. Before activation of a Defined Portion, no operations shall occur on Project Work. After Segment Final Acceptance and handover, UTA shall be the sole owner of the handed over Project Work. For handed over Project Work, UTA shall be the sole owner, operator, and maintainer, not UDOT. UDOT only has the role agreed to in a Deferred Punch List or stated in Section 13.
- h. Mutual Release. The following shall occur automatically at the time when UTA issues a Certificate of Segment Final Acceptance for a Segment:
 - i. Both Parties shall be completely released from, and shall have no further responsibilities of any kind with regard to, the Project Work for the Segment,

except that neither Party shall be released from the requirements stated in a Deferred Punch List for the Segment that is signed by authorized representatives of both Parties, or from matters that relate to UDOT's or to UTA's role for the Segment in connection with Warranty or latent defects as provided in Section 13 below.

- ii. UTA agrees to look exclusively to UDOT's PDB contractor for relief regarding defects within the Segment which fall within the PDB contractor's warranty or contractual responsibility for correction of latent defects.
- iii. The Parties fully release and discharge each other (but not third parties) from liability for all claims related to the Project Work for the Segment, except for the following which are not released:
 - (a) Any unresolved claims concerning the Segment (not warranty or latent defect work) that are subject to Section 8 of the Base Agreement, but only if one Party gave written notice of the claim to the other Party before the Certificate of Segment Final Acceptance was issued, or gave such written notice within ninety (90) days after the certificate was issued if the claim was first discovered after the certificate was issued. If such notice is given for a claim, defenses and counterclaims are also not released.
 - (b) Items stated on a Deferred Punch List for the Segment that is signed by authorized representatives of the Parties.
 - (c) Matters for the Segment which the Parties agree to resolve after the issuance of a Certificate of Segment Final Acceptance, but only as stated in a written agreement executed by authorized representatives of the Parties.
- iv. For avoidance of doubt, the Parties affirm that in connection with any claim involving a third party, the mutual releases provided for in this Section 10.h shall remain in effect, and the Base Agreement at Section 8.c shall apply. In a third-party claim, each Party also agrees to the following: (a) that it may be joined to a suit or other action; (b) that both parties must approve either party's settlement of a third-party claim; and (c) that neither party will make any admissions against the other party.
- v. The releases contained in this Section 10.h do not require any additional documentation to take effect as of the time when UTA issues a Certificate of Segment Final Acceptance.

11. **INSURANCE.** The Parties agree that the Project's Owner Controlled Insurance Program ("**OCIP**") insurance coverage only applies to Work performed on the Project by a covered contractor and that UTA's performance of Revenue Service is not Work performed on the

Project. Both Parties may confirm the extent of OCIP coverage, and the OCIP shall only apply as stated in the OCIP policy.

12. PROJECT SUBSTANTIAL COMPLETION; PROJECT PHYSICAL COMPLETION; CONTRACT COMPLETION.

- a. Project Substantial Completion. After all Segments achieve Segment Final Acceptance, the PDB will give notice that the Work is at Project Substantial Completion. Subject to UTA concurrence (which will not be unreasonably withheld), UDOT will issue to the PDB a Notice of Project Substantial Completion pursuant to the Phase 2 Contract.
- b. Asset List; Project Physical Completion. Prior to Project Physical Completion, as defined in the Phase 2 Contract, UDOT will provide UTA with a list of assets that meets the minimum requirements for an asset record (cost greater than \$5,000 and a useful life of 1 year or more) in accordance with FTA Circular 5010.f. UTA will work collaboratively with UDOT on the development of this submission. The Project achieves Project Physical Completion when all of the following have occurred: (i) the Project has achieved Project Substantial Completion; (ii) the Deferred Punch List items for all Segments of the Project have been completed; (iii) UTA has received the asset list identified in this Section 12.b; and (iv) the PDB has given to UTA all remaining Project paperwork, including but not limited to administrative notices, warranties associated with Deferred Punch List items, and all items that must be submitted under the Phase 2 Contract. The PDB will give UDOT notice that the Work has reached Project Physical Completion. Subject to UTA concurrence (which will not be unreasonably withheld), UDOT will issue to the PDB a Notice of Project Physical Completion pursuant to the Phase 2 Contract.
- c. Contract Completion. The Parties each agree to adhere to the FTA Project closeout requirements and to the processes for close out that are stated in the PMP and the Phase 2 Contract. The Parties will also take other steps as set forth in this Agreement to reach Project closeout. The Project has achieved Contract Completion when all of the following have occurred: (i) the Project has achieved Project Physical Completion; (ii) the PDB has given to UDOT all remaining required releases in connection with the Project Work; and (iii) UTA gives UDOT a Project Certificate of Acceptance. The PDB will give notice to UDOT of Contract Completion. Subject to UTA concurrence (which will not be unreasonably withheld), UDOT will issue a Notice of Contract Completion to the PDB pursuant to the Phase 2 Contract.
- d. Mutual Release. The following shall occur automatically at the time when UTA issues a Project Certificate of Acceptance:
 - i. Both Parties shall be completely released from, and shall have no further responsibilities of any kind with regard to, the Project Work, except that neither

Party shall be released from matters that relate to UDOT's or to UTA's role in connection with Warranty or latent defects as provided in Section 13 below.

- ii. UTA agrees to look exclusively to UDOT's PDB contractor for relief regarding defects which fall within the PDB contractor's warranty or contractual responsibility for correction of latent defects.
- iii. The Parties fully release and discharge each other (but not third parties) from liability for all claims related to the Project Work, except for the following which are not released:
 - (a) Any unresolved claims (not warranty or latent defect work) that are subject to Section 8 of the Base Agreement, but only if the claim survived the issuance of a Certificate of Segment Final Acceptance under the terms stated in Section 10.h.
 - (b) Matters which the Parties agree to resolve after the issuance of a Project Certificate of Acceptance, but only as stated in a written agreement executed by authorized representatives of the Parties.
- iv. For avoidance of doubt, the Parties affirm that in connection with any claim involving a third party, the mutual releases provided for in this Agreement shall remain in effect, and the Base Agreement at Section 8.c shall apply. In a third-party claim, each Party also agrees to the following: (a) that it may be joined to a suit or other action; (b) that both parties must approve either party's settlement of a third-party claim; and (c) that neither party will make any admissions against the other party.
- v. The releases contained in this Section 12.d do not require any additional documentation to take effect as of the time when UTA issues a Project Certificate of Acceptance.

13. WARRANTY. The Parties agree that they will negotiate to obtain the following related to the Warranty to be provided by the PDB:

- a. Contents. The Phase 2 Contract will include a provision that will grant to UTA a two (2)-year warranty effective for each Segment beginning at Segment Final Acceptance of that Segment, or as negotiated with the PDB and consented to by UTA ("**Warranty**"). UDOT will provide for the Warranty to be assignable to UTA under the Phase 2 Contract or to be provided directly to UTA by the PDB. If an assignment is needed, UDOT will assign each Warranty to UTA as part of the closeout process for each Segment so UTA can administer the Warranty. UDOT will provide reasonable assistance to UTA as needed in connection with enforcing a Warranty. The Warranty will also include the following:

- i. The Warranty for constructed Work shall warrant that all Work, including all materials and equipment furnished as part of the Work, will be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the contract documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable legal requirements. Repair or replacement acceptable to UTA shall be accomplished within thirty (30) days of notice provided to the PDB pursuant to the terms of the Warranty.
 - ii. The Warranty for any design, engineering, or other professional services provided by the PDB will warrant that the Work conforms to applicable professional standards of care and that all materials and equipment furnished as part of the construction will be new (unless otherwise specified in the Phase 2 Contract).
 - iii. The Warranty for constructed Work shall also contain a latent defects provision requiring the PDB to repair or replace defective Work which was not reasonably discovered at the time of inspection and acceptance but was subsequently discovered within five (5) years of Segment Final Acceptance. Repair or replacement acceptable to UTA shall be accomplished within thirty (30) days of notice provided to the PDB pursuant to terms and conditions acceptable to UTA.
- b. Administration. UTA will own and administer all warranties. If needed, UDOT will reasonably assist UTA in enforcing warranties and providing documentation, if requested.
 - c. Ongoing Cooperation. UDOT will provide ongoing cooperation to UTA for matters concerning enforcement of the Warranty, resolution of any Project-related claims that may remain or be asserted after Contract Completion, and for matters that relate to FTA funding for the Project. Each Party agrees to give the other Party prompt notice of any claim or controversy that concerns any aspect of the Project (including, but not limited to, FTA funding).
 - d. No Warranty by UDOT. For any Work handed over by UDOT to UTA, UTA's only recourse in connection with the Work is against the Warranty, not against UDOT. Whether during the Warranty period or thereafter, UDOT has no role, risk, or responsibility in connection with the Project except for UDOT's obligations to UTA that are stated in Subsections 13.b and 13.c.

14. MISCELLANEOUS: The following shall apply in the manner stated below:

- a. Applicable Terms from Base Agreement. This Agreement is subject to the terms stated in the Base Agreement except where this Agreement expressly states that it modifies the Base Agreement. Applicable terms from the Base Agreement include, but are not limited to: Base Agreement Section 8 (Addressing Liability, Dispute Resolution, and Termination); and Base Agreement Section 10 (General Provisions).

- b. Other Project Agreements Apply. The Parties have signed or will sign a number of agreements to govern the Project. This Agreement only governs the matters expressly stated herein. This Agreement does not modify or amend the terms of any other Project agreement (except to the extent expressly stated in this Agreement). All other Project agreements, which include the Base Agreement and the Reimbursement Agreement, remain fully in effect, and the Parties agree that all Project agreements shall be interpreted in a harmonious manner to act as a single agreement that governs the different aspects of the Project. The Parties also agree that other Project agreements shall apply to Phase 2 Activities if the subject matter of the other agreement addresses an activity and the other agreement is subject to the Base Agreement (for example, the Reimbursement Agreement shall apply to UTA's requests for reimbursements in connection with expenses for Phase 2 Activities, and to UTA's obligations in connection with FTA funding). Clauses in any agreement that is subject to the Base Agreement which state that the document constitutes the entire agreement of the Parties shall be construed to mean that all agreements subject to the Base Agreement together are the entire agreement of the Parties, as if they were written in one document.
- c. Interference. If UTA unreasonably interferes with UDOT's management of this Agreement or the Phase 2 Contract, such as, for example, by unreasonably withholding a concurrence or acceptance, UTA shall be responsible to reimburse the Project for the additional costs incurred. UTA's concurrence with or acceptance of an activation and the issuance of a PSS Certificate is within its sole discretion and its withholding of such concurrence or acceptance shall not be considered as unreasonable interference as long as there is a rational basis for its actions and its actions are in accordance with the Phase 2 Contract.
- d. Additional Terms. The following miscellaneous terms shall apply to this Agreement, and the Parties also agree that the following terms shall apply to the Base Agreement and to the Reimbursement Agreement as well:
- i. Agreements Prevail over Plans. If a provision contained in the Base Agreement, the Reimbursement Agreement, this Agreement, or any other agreement subject to the Base Agreement is in direct conflict with a provision contained in any plan for the Project, the plan provision shall be subordinate to the conflicting provision in one of such agreements and the relevant agreement shall control.
 - ii. Date of Plans. Plans referenced in this Agreement, or any other Project agreement, shall mean the plan as amended from time to time. The version of a plan that applies to a Project action is the version of the plan that was in effect at the time of such action (except to the extent that the Parties agree otherwise in writing).
 - iii. Survival. The terms stated in this Agreement, or stated in any other Project agreement, which by their nature must be performed after UTA provides UDOT

a signed Project Certificate of Acceptance for the Project, shall survive a termination of this Agreement or the other Project agreement.

- iv. Savings Clause. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement shall not be construed against a drafter.
- v. Parties' Legal Fees. UTA and UDOT will each pay for their own legal fees and expenses associated with any dispute regarding the Project or arising from any agreements associated with the Project, including this Agreement or any other Project agreement, if such legal fees and expenses are not compensable pursuant to Section 8 of the Base Agreement.
- vi. Amendments: Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.

15. EXHIBITS TO THIS AGREEMENT. The following exhibits are attached to and incorporated into this Agreement, and the Parties agree that they may be updated from time to time without amending this Agreement:

- a. Exhibit A: Roles and Responsibilities Matrix;
- b. Exhibit B: Form of Right of Entry (ROE);
- c. Exhibit C: Design Review and Approval Workflow; and
- d. Exhibit D: UTA License Procedure.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the Effective Date by its authorized representative.

UTAH TRANSIT AUTHORITY

UTAH DEPARTMENT OF TRANSPORTATION

Jay Fox

Executive Director

Date: _____

Josh Van Jura

Director of Transit and Trails

Date: _____

David Hancock

Chief Capital Services Officer

Date: _____

Brian Allen

Transit Project Director

Date: _____

Approved as to Form:

Approved as to Form:

Michael L Bell

 Digitally signed by Michael L Bell
Date: 2025.07.16 10:14:30 -06'00'

Michael L. Bell

Assistant Attorney General (UTA)

Jodi Howick

Assistant Attorney General (UDOT)

FRONTRUNNER STRATEGIC DOUBLETRACKING PROJECT (FS2X)
SECOND COOPERATIVE AGREEMENT BETWEEN UDOT AND UTA
BUSINESS TERMS

Exhibit A

Roles and Responsibilities Matrix

	Description of the Role	Lead	Support	UDOT / UTA
Contracting of the PDB	Management of the Contractor for project delivery; commercial risk; alignment with legislature's expectations; leadership to manage priority of issues for resolution	UDOT	UTA	<p>UDOT: Accountable for commercial relationship – essential to maintain project budget/schedule.</p> <p>UTA: Review Ts&Cs, tech specs for working in an active rail envt. with demonstrated success; support UDOT.</p>
Construction Quality / Inspection	Two roles: (1) Programmatic - ensure quality best practices utilized; (2) inspection to ensure work is built to design/functionality	UDOT	UTA	<p>UDOT: QA program; auditor to verify PDB following practices it said it would.</p> <p>UTA: Inspection to verify work functions so UTA can operate.</p>
Design Quality / Approval	Manage the contract for design and ensure timely completion of design; manage review and approval of design to the agreed project standards	UDOT	UTA	<p>UDOT: Manage the design development process and outcome.</p> <p>UTA: Set standards for functionality that the design must meet; timely and reasonably review and approve design plans and any proposed variances to UTA standards.</p>
Project Scope/ Betterments/ Changes	Define the scope of the project initially to develop a project financial plan; define project goals; manage project changes using contingency to industry	UDOT	UTA	<p>UDOT: Manage change control process to ensure compliance with project schedule and budget.</p> <p>UTA: Interpret original project scope for purposes of</p>

FRONTRUNNER STRATEGIC DOUBLETRACKING PROJECT (FS2X)
SECOND COOPERATIVE AGREEMENT BETWEEN UDOT AND UTA
BUSINESS TERMS

	Description of the Role	Lead	Support	UDOT / UTA
	best practices; develop process to understand technical merits of proposed changes/business case			functionality; make the value-add case for changes to demonstrate outcome and to support defensibility of UDOT decisions; raise requests for changes as soon as possible.
Rolling Stock	Procure, test and accept rail cars	UDOT	UTA	UDOT: Manage procurement process; manage commercial agreement UTA: Provide technical functionality requirements; support testing; accept rail cars after completion of testing
Railroad	Complete agreements with UPRR and execute commitments in those agreements; manage relationship between PDB and UPRR	UTA	UDOT	UDOT: Complete construction agreement; execute commitments in construction agreement; manage interface between PDB and UPRR UTA: Complete O&M and property agreements; continue to manage its relationship with UPRR
Testing /Acceptance	Approve and manage Contractor's testing program to demonstrate functionality of system meets UTA O&M requirements.	UTA	UDOT	UDOT: Manages Contractor-UTA interface. UTA: Technical lead; documentation and communication to UDOT.

Exhibit B
Form of ROE—Consent Agreement

UTA Contract # [Enter Contract No.](#)
Mile Post: [Enter Mile Post](#)
Latitude: [Enter Latitude](#)
Longitude: [Enter Longitude](#)
[Enter City](#), Utah

This Consent Agreement (“Agreement”) is made and entered into as of the ____ day of _____ 20__ **(to be dated after the final executing signature by UTA)** by and between Utah Transit Authority, a large public transit district organized pursuant to the laws of the State of Utah (“UTA”), and [Enter Company Name](#), a [Enter State Select business entity](#), with a principal address of [Enter address](#) (“Contractor”).

RECITALS

WHEREAS, Contractor has been contracted by [Enter Company Name](#) (“Company”) for the purpose of [Enter ‘work’ description](#) (the “Work”) in the [Select RR Line](#) at approximately Mile Post [Enter Mile Post](#) (Latitude [Enter Latitude](#), Longitude [Enter Longitude](#)) in [Enter City](#), Utah (the “Right of Way”);

WHEREAS, Contractor recognizes that the activities inherent in the Work occurring on, near, by, or adjacent to railway is inherently dangerous and requires the consultation of UTA; and

WHEREAS, UTA consents to the Work at the above listed location provided Contractor performs the Work safely and according to industry standards and otherwise abides by the following terms and conditions listed in this Agreement.

AGREEMENT

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

1. Definitions.

- 1.1 “Contractor” shall include any contractors, subcontractors, officers, agents, employees and others acting under Contractor’s authority.
- 1.2 “Emergency Access Manager” means the person or office responsible for controlling emergency construction and maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement shall be reached at (801) [Select phone number](#). UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Special Provisions Exhibit “A” of this Agreement.
- 1.3 “Hazardous Materials” mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup,

Exhibit B
Form of ROE—Consent Agreement

transportation, disposal, response or remedial action (as the terms “response” and “remedial action” are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (24) and (25)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an “Environmental Law”); or (ii) which are defined as “hazardous wastes,” “hazardous substances,” “pollutants” or “contaminants” under any Environmental Law.

- 1.4 “Losses” mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials.
- 1.5 “Third Person” means any individual, corporation or legal entity other than UTA and Contractor.
- 1.6 “Work Window” means the time period designated by UTA during which Construction is permissible. UTA may, at any time and at UTA’s sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

2. **IMPORTANT NOTICE. THIS AGREEMENT AND ITS EXHIBITS CONTAIN SPECIAL PROVISIONS, MANDATED SPECIALIZED TRAINING FOR WORKERS WITHIN THE RAILROAD RIGHT-OF-WAY, TRACK ACCESS PERMIT REQUIREMENTS, NOTIFICATION REQUIREMENTS, AND OTHER OUT-OF-THE-ORDINARY SPECIFICATIONS THAT MUST BE STRICTLY FOLLOWED. CONTRACTOR SHALL REVIEW THIS AGREEMENT INCLUDING ITS EXHIBITS THOROUGHLY AND AGREES TO STRICTLY COMPLY WITH ALL PROVISIONS AND REQUIREMENTS.**

3. Access to the Right of Way. UTA’s consent to enter the Right of Way is not granted until a signed copy of this Agreement is returned to UTA. After such consent has been granted, Contractor shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way and again upon departure. The Work shall be performed during the designated Work Window as specified by UTA. All contact with UTA shall be coordinated through the person designated by UTA. The current designated person/group is listed in Exhibit “A” Special Provisions (Exhibit “A” is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Provided that Contractor complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Contractor’s request.
4. Right Granted; Purpose. Upon full execution hereof, UTA consents to the Contractor’s Work at a minimum [Enter depth/height requirement](#) feet [Select below or overhead](#). The scope of the consent shall be limited solely to the purpose of the Work as approved in the

Exhibit B
Form of ROE—Consent Agreement

drawings dated **Select Date** and approved by UTA Engineer on **Select Date** shown in the attached Exhibit “B” (Exhibit “B” is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Contractor shall strictly comply with any reasonable instructions, directions or restrictions promulgated by UTA. **The consent is granted for Work to commence on Select Date and continue until Select Date** unless Contractor shall have sooner completed the Work (at which time the right of entry shall automatically terminate).

5. Compliance with Law. In the prosecution of the Work, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments applicable to the Work. All Work shall be performed in a workmanlike manner and in compliance with all applicable industry standards. Contractor shall perform and stage construction so as to ensure the safety of: (a) Contractor’s agents and employees; (b) any and all passenger or freight operations conducted on the Right of Way; (c) surrounding property owners; and (d) the public in general. Without limiting the generality of the foregoing, Contractor shall conduct the Work in compliance with all requirements of the Federal Transit Administration, Federal Railroad Administration, the United States Occupational Safety and Health Administration (“OSHA”), and the Utah Department of Transportation.
6. All costs or fees due to UTA as related to issuance of this Agreement will be addressed in a separate agreement between UDOT and UTA.
7. Costs of Work. As between Contractor and UTA, Contractor shall be solely responsible for any and all costs incurred with respect to the Work.
8. Safety. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the Work. Contractor shall conduct their Work in a safe and reasonable manner.
9. Indemnification. As consideration for the consent conveyed pursuant to this Agreement, Contractor agrees to protect, defend, release, indemnify and hold harmless UTA from and against any Losses proximately caused by: (a) the prosecution of the Work contemplated by this Agreement by Contractor, or any employees, principals or agents of Contractor; (b) any mechanic’s, materialman’s, tax or other lien asserted against the Property as the result of the Work; (c) the failure to properly obtain any permit or other approval necessary for the Work; or (d) Contractor’s material breach of any provision of this Agreement.
10. Insurance. Contractor shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit “C” (Exhibit “C”) is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Contractor will also provide to UTA a Certificate of Insurance, issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

“Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of any work performed pursuant to or associated with the Consent Agreement **Enter Contract No.** in the railroad right of way known as the **Select RR Line** at approximately Mile Post **Enter Mile Post** in **Enter City, Select County** County, Utah.”

Exhibit B
Form of ROE—Consent Agreement

- 10.1 Contractor hereby acknowledges that it has reviewed the requirements of Exhibit “C”, including without limitation the requirement for Railroad Protective Liability Insurance during the Work.
11. Entire Agreement; Counterparts. This Agreement 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. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each party. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
12. Termination. This Agreement and consent granted hereunder may be terminated by UTA in the event that Contractor continues in default with respect to any provision of this Agreement for a period of five days after receipt of notice from UTA identifying the nature of Contractor’s breach. Notwithstanding the foregoing, in the event that the nature of Contractor’s breach constitutes an imminent threat to persons or property, UTA may immediately suspend the consent granted herein until such time as Contractor remedies the breach.

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Exhibit B
Form of ROE—Consent Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

Reviewed and Approved as to Form for UTA

By: _____
Paul Drake
Director, Real Estate & TOD

UTA Engineering

By: _____
Spencer Burgoyne
Manager, Property Administration

Tim Merrill
Assistant Attorney General

By: _____
[Select Administrator Name](#)
Property Administrator

CONTRACTOR

By: _____
[Enter name of executer, Title](#)
[Enter Company Name](#)

Exhibit B
Form of ROE—Consent Agreement

EXHIBIT “A”
SPECIAL PROVISION

1. UDOT has entered into an agreement with Union Pacific Railroad (UPRR) that provides Contractor access to UPRR right of way.
2. Contractor will also obtain a track access permit, which is a daily permit that identifies the work scheduled for each particular day and how the work will be protected from active trains. UTA and Contractor will hold a weekly meeting where UTA will provide to Contractor the daily track access permits for the following week.

A copy of the permit that shall be filled out and submitted can be found on UTA’s website, under the Track Access Permit tab.

<https://rideuta.com/Doing-Business/Property-Management>

Note: Track Access Permits will not be issued without first having an executed Contractor’s Consent Agreement with UTA and UTA having received proof of insurance as provided in the Consent Agreement. Also, verification that the Contractor and all of the Contractor’s Employees have gone through UTA’s Roadway Worker Training, if applicable.

3. Contractor will only cross the Right of Way designated Public Crossings.

Exhibit B
Form of ROE—Consent Agreement

EXHIBIT “B”
APPROVED DESIGN PLANS

Exhibit B
Form of ROE—Consent Agreement

EXHIBIT “C”
INSURANCE REQUIREMENTS

The following insurance requirements have been provided as part of the Owner-Controlled Insurance Program (OCIP).

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$10,000,000 each occurrence or claim and an aggregate limit of at least \$20,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Contractor in the Agreement. Exclusions for railroads (except where the Work is in all places more than fifty (50) feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a “claims made” form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker’s Compensation and Employer’s Liability Insurance:** Policy covering Contractor’s statutory liability under the laws of the State of Utah. If Contractor is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA and Union Pacific Railroad (“UPRR”), for each as named insured with a combined single limit of not less than \$25,000,000 per occurrence and an aggregate of \$25,000,000.
- E. **Umbrella or Excess Insurance:** If Contractor utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

Exhibit B
Form of ROE—Consent Agreement

F. Other Insurance Provisions:

- a. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

EXHIBIT C Design Review and Approval Workflow

FRONTRUNNER (FR2X) SECOND COOPERATIVE AGREEMENT

Exhibit C: Design Review and Approval Workflow

Suggested process for UDOT, PDB, and UTA's design review process to be added as Exhibit C to the Second Coop Agmt

NOTE1: PDB will submit a Design QMP under the Contract with UDOT. UDOT will approve the Design QMP in coordination with UTA.

This document will address durations for actions that UDOT and PDB are responsible for.

NOTE2: If the design milestones are changed through the PDB process, this design review workflow will need to be updated.

#	Step in the process	Description/ narrative	Process Owner
1	Establish UTA Design Criteria and Requirements	UTA specifies design criteria that the project design must meet to obtain its timely approval.	UTA
2	Send design standards to UDOT	UTA sends design criteria applicable to the project to UDOT	UTA
3	Develop basis of design	UDOT incorporates UTA's design criteria into the basis of design for the Project ("basis of design") and manages development of 30% design through to end of design completion	UDOT
4	Develop and submit 60% design	UDOT (through PDB) develops 60% design. UDOT (through PDB) will identify any design exceptions or deviations for UDOT and UTA's review and approval.	PDB, UDOT
5	Complete QA/QC of 60% design	UDOT (through PDB) performs QA/QC according to agreed procedures in the Design QMP that it will submit. UDOT and UTA provide oversight and performs audits. The Design QMP will be approved by UDOT in coordination with UTA.	PDB, UDOT
6	Process 60% design submittal	UDOT loads the 60% design deliverables into Bluebeam, which triggers notifications to reviewers that the submittal is ready for review.	UDOT
7	Review of 60% design	UTA and UDOT review 60% design submittal within 9 working days from receipt of notification from Bluebeam that the design submittal is ready for review. This step includes managing the review within UTA and UDOT and gathering inputs from all departments that need to review and comment. Comments should specifically identify any deviations from its design criteria incorporated into the basis of design. Note that the 9-day review period is only for review of the design submittal on Bluebeam and does not include the time that UDOT needs to process the comments.	UTA
8	Process comments on 60% design	UDOT will remove duplicative comments and connect all comments that affect scope to a specific design criteria included in the basis of design. Any comment that cannot be directly connected to design criteria or classified as design refinement will be discussed between UDOT and UTA for inclusion or removal. Conclusion of this step includes transmittal of final agreed-upon comments to PDB by UDOT. Comments not based on the basis of design or classified as design refinement are considered "Opportunity for improvement or OFI comments" and will be resolved according to Step 9 of this design review workflow.	UDOT

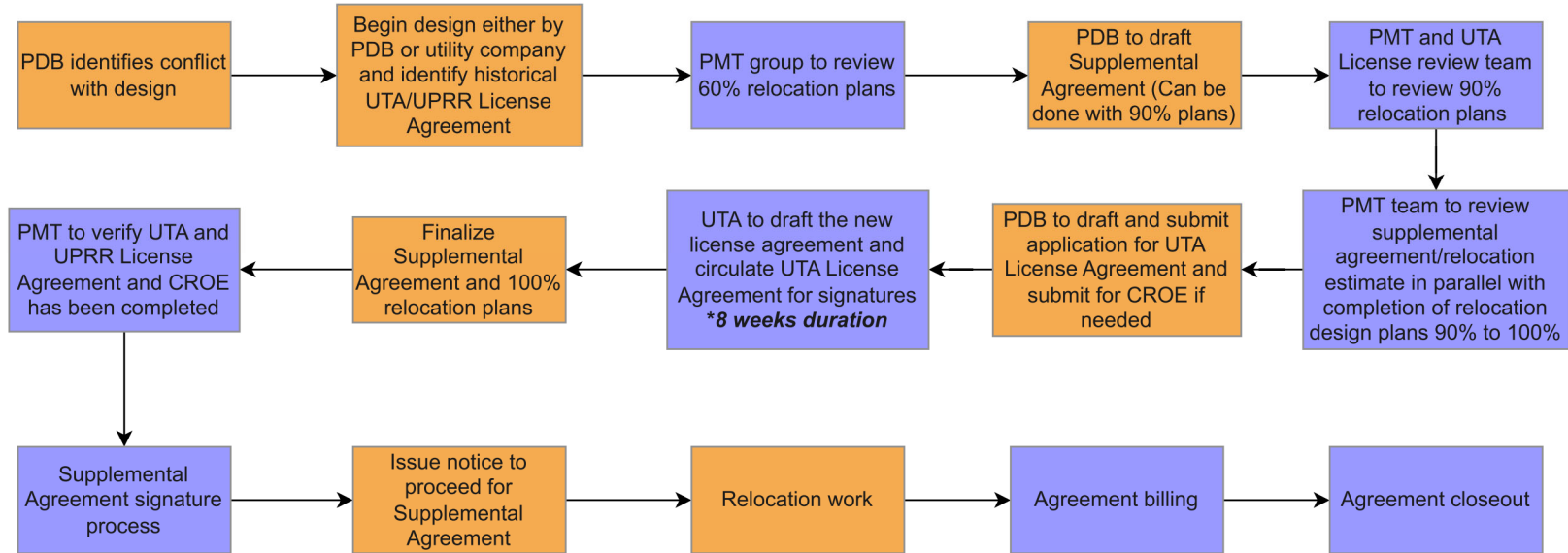
9	Resolve any remaining issues on 60% design	UDOT (through PDB) will: 1) respond to all comments received from UTA and UDOT and provide dispositions 2) schedule a comment resolution meeting to resolve comments that will not be incorporated. Comments that remain unresolved (including any OFI comments) will be escalated to a three-member panel comprising representatives of UDOT, PDB, and UTA for resolution. (The PMC will organize this panel)	UDOT, PDB, and UTA
10	Revise 60% design as needed and send to UTA for approval	UDOT (through PDB) revises the 60% design in accordance with the resolution reached in Step 9.	UDOT
11	60% design comment closeout	UDOT will close out the 60% design submittal comment package when all comments are accepted or deferred with responses by PDB that are satisfactory to UTA and UDOT reviewers. Any deferred comments will be transferred to the next design submittal comment package to verify incorporation.	UDOT
12	Develop and submit 90% design	UDOT (through PDB) progresses the design from 60% through to 90% completion in alignment with UTA design criteria (included in the basis of design).	PDB, UDOT
13	Complete QA/QC of 90% design	UDOT (through PDB) performs QA/QC according to agreed procedures in the Design QMP that it will submit. UDOT and UTA provide oversight and performs audits. The Design QMP will be approved by UDOT in coordination with UTA.	PDB, UDOT
14	Process 90% design submittal	UDOT loads the 90% design deliverables into Bluebeam, which triggers notifications to reviewers that the submittal is ready for review.	UDOT
15	Review of 90% design	UTA and UDOT review 90% design submittal within 9 working days from receipt of notification from Bluebeam that the design submittal is ready for review. This step includes managing the review within UTA and UDOT and gathering inputs from all departments that need to review and comment. At this stage, no deviations from UTA's design criteria are expected. Note that the 9-day review period is only for UTA review of the design submittal on Bluebeam and does not include the time that UDOT and PDB need to process the comments.	UTA
16	Process comments on 90% design	UDOT will remove duplicative comments and connect all comments that affect scope to a specific design criteria included in the basis of design. Any comment that cannot be directly connected to design criteria or classified as design refinement will be discussed between UDOT and UTA for inclusion or removal. Conclusion of this step includes transmittal of final agreed-upon comments to PDB by UDOT. Comments not based on the basis of design or classified as design refinement are considered "Opportunity for improvement or OFI comments" and will be resolved according to Step 17 of this design review workflow.	UDOT
17	Resolve any remaining issues on 90% design	UDOT (through PDB) will: 1) respond to all comments received from UTA and UDOT and provide dispositions 2) schedule a comment resolution meeting to resolve comments that will not be incorporated. Comments that remain unresolved (including any preferential comments) will be escalated to a three-member panel comprising representatives of UDOT, PDB, and UTA for resolution.	UDOT

18	Revise 90% design as needed and send to UTA for approval	UDOT (through PDB) revises the 90% design in accordance with the resolution reached in Step 17.	UDOT
19	90% design comment closeout	UDOT will close out the 90% design submittal comment package when all comments are accepted or deferred with responses by PDB that are satisfactory to UTA and UDOT reviewers. Any deferred comments will be transferred to the next design submittal comment package to verify incorporation.	UDOT
20	Develop and submit 100% design	UDOT (through PDB) progresses the design from 90% through to design completion.	UDOT
21	QA/QC of 100% design	UDOT (through PDB) performs QA/QC according to agreed procedures in the Design QMP that it will submit. UDOT and UTA provide oversight and perform audits. The Design QMP will be approved by UDOT in coordination with UTA.	UDOT
22	Process 100% design submittal	UDOT loads the 100% design deliverables into Bluebeam, which triggers notifications to reviewers that the submittal is ready for review.	UDOT
23	Review of 100% design	UTA and UDOT review 90% design submittal within 9 working days from receipt of notification from Bluebeam that the design submittal is ready for review. This step includes managing the review within UTA and UDOT and gathering inputs from all departments that need to review and comment. At this stage, no deviations from UTA's design criteria are expected. Note that the 9-day review period is only for UTA's review of the design submittal on Bluebeam and does not include the time that UDOT and PDB need to process the comments.	UTA
24	Process comments on 100% design	UDOT will remove duplicative comments and connect all comments that affect scope to a specific design criteria included in the basis of design. Any comment that cannot be directly connected to design criteria or classified as design refinement will be discussed between UDOT and UTA for inclusion or removal. Conclusion of this step includes transmittal of final agreed-upon comments to PDB by UDOT. Comments not based on the basis of design or classified as design refinement are considered "Opportunity for improvement or OFI comments" and will be resolved according to Step 25 of this design review workflow.	UDOT
25	Resolve any remaining issues on 100% design	UDOT (through PDB) will: 1) respond to all comments received from UTA and UDOT and provide dispositions 2) schedule a comment resolution meeting to resolve comments that will not be incorporated. At this stage, any unresolved issues would need to be resolved using the escalation mechanisms set out in the First Coop Agmt.	UDOT
26	Revise 100% design as needed and send to UTA for approval	Revise the 100% design in accordance with the resolution reached in Step 25.	UTA

27	100% design comment closeout	UDOT will close out the 100% design submittal comment package when all comments are resolved with responses by PDB that are satisfactory to UTA and UDOT.	UDOT
28	Approval of 100% design	UTA approves 100% design.	UTA
29	RFC package issued	Following the resolution of comments on the 100% design, the PDB will issue the release for construction (RFC) design package to UDOT	PDB

FRONTRUNNER (FR2X) SECOND COOPERATIVE AGREEMENT, Exhibit D

20253 - FR 2X - UTA License Agreement Relocation Process



As of September 11, 2024



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Services Officer
PRESENTER(S): Tracy Young, Grants Director
Patti Garver, Manager of Environmental Compliance & Sustainability

TITLE:

Revenue Contract: Transit Transportation Investment Program Funds (TTIF) Cooperative Funding Agreement for Davis-Salt Lake City Community Connector Project (Utah Department of Transportation)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Funding Agreement with the Utah Department of Transportation (UDOT) for the Davis-Salt Lake City Community Connector Project, in the amount of \$18,000,000 in Transit Transportation Investment Funds (TTIF) to be received by UTA.

BACKGROUND:

UDOT has selected the Davis-Salt Lake City Community Connector project to receive \$18,000,000 from TTIF. The subject agreement:

- Authorizes the transfer of \$18,000,000 of funds from UDOT to UTA
 - Requires expenditure of provided funds to be on the Davis-Salt Lake City Community Connector project
 - Necessitates quarterly and final project reporting to UDOT.
-

DISCUSSION:

The Utah State Legislature appropriates money for the TTIF program that is administered by UDOT. The Utah Transportation Commission approved \$18,000,000 in TTIF Program Funds for the Davis-Salt Lake City Community Connector project on May 10, 2024. UTA commits to matching funds of \$7,800,000. The project

has been awarded the following funds that may be used as match:

- \$2,500,000 congestion mitigation air quality (CMAQ) - UTA 2017 UofU Hub
- \$1,500,000 surface transportation block grant (STBG) - UTA 2021 design
- \$3,000,000 CMAQ - UTA 2024 capital
- \$2,000,000 community project funds (CPF) - UTA 2024 Blake Moore
- \$500,000 Salt Lake County Regional Transportation Choice Funds - 2025

Agreements for the specified matching funds are in various states of approval from signed and approved, transmitted in TrAMS, in progress in TrAMS, to drafted in the 2025 transfer letter with Wasatch Front Regional Council.

The aim of the Project is to establish a corridor-based Bus Rapid Transit system utilizing existing roadways and without dedicated lanes to provide scheduled, public transit from the University of Utah Research Park in Salt Lake City to cities in Davis County including Bountiful, Centerville, and North Salt Lake and ending at the Farmington FrontRunner Station.

UDOT, through this agreement, will reimburse UTA up to \$18,000,000 for costs authorized under the Agreement.

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Transportation
Contract Number:	25-P00495
Base Contract Effective Dates:	Date of Signing through August 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$18,000,000
Procurement Method:	Non-procurement
Budget Authority:	Approved 5-Year Capital Budget

ALTERNATIVES:

UTA could negotiate revisions to the Agreement with UDOT that are deemed prudent.

FISCAL IMPACT:

This funding agreement requires a local match of \$7.8 million. Matching funds have been committed to UTA through several grant programs listed above. UTA's 5-year capital plan includes funding for the Project in the amount of \$41,506,000 in MSP202 - Davis-SLC Community Connector. Utilization of TTIF and matching funds is estimated at \$1M in 2025, \$8.5M in 2026, \$16M in 2027, and \$2M in 2028. The

approved 2025 budget for Davis-SLC Community Connector is \$6,790,000.

Once the project is complete, UTA will incur costs to run and maintain the Davis/SLC Connector service. A future operations and maintenance agreement is anticipated in the current funding agreement.

ATTACHMENTS:

- Contract: Transit TTIF Cooperative Funding Agreement for Davis-Salt Lake City Community Connector Project (UDOT)



Project #:
 UDOT PIN:
 UDOT CONTRACT #:
 UDOT TRACKING #:

TRANSIT TRANSPORTATION INVESTMENT PROGRAM FUNDS (TTIF) COOPERATIVE AGREEMENT

This Transit Transportation Investment Program Funds ("TTIF") Cooperative Agreement (the "Agreement") is entered to be effective as of _____, 2025, by and between the Utah Department of Transportation ("UDOT"), a division of the State of Utah, and the Utah Transit Authority ("UTA"), a political subdivision of the State of Utah, or "Agency". UDOT and the Agency are collectively referred to as "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, the Utah State Legislature appropriated money for the TTIF Program ("Program") pursuant to Utah Code Section 72-2-124, and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304; and

WHEREAS, the Agency requested the Davis-Salt Lake City Community Connector Project, that is described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code Section 72-2-124, and the funding was approved pursuant to the Utah Transportation Commission Policy UTC 01-01.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this Agreement by this reference), the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Objective and Scope of Work. This Agreement is entered to govern Program funding for the Project, which is further described as follows:

Project Description:

The Project is a 26.5-mile, 39-station corridor-based bus rapid transit line connecting UTA's Farmington FrontRunner Station in Davis County and Research Park at the University of Utah in Salt Lake City, Utah. The Locally Preferred Alternative was adopted by UTA in 2023. The new service will operate within existing travel lanes, providing increased frequency with enhanced bus stations. The Project includes added amenities at the Farmington Frontrunner end-of-line, a new end-of-line facility at Research Park, 18 battery electric or diesel buses, and associated charging infrastructure. The Project will provide 15-minute service 14 hours per day from 6:00 am to 8:00 pm, and 30-minute headways in the early mornings (4:00 am to 6:00 am) and late evenings (8:00 pm to 1:00 am). A total of 20 new bus stations (37 platforms) will be constructed as part of the Project. All stations are proposed to feature platforms with shelters, waste collection, and night-time platform lighting. The Project overlaps with Salt Lake City's 200 South Transit Corridor project. Salt Lake City's 200 South transit stops have Business Access Transit lanes, in-lane bus stops

with floating bus boarding platforms, and buffered bike lanes behind the bus boarding platforms. The Project will overlap with these enhanced transit stations at 300 East, 500 East, 700 East, and 900 East. The remainder of the alignment will include bus stops consistent with UTA's Bus Stop Master Plan featuring Eclipse shelters. These stops will include shelters, benches, waste receptacles, and timetable cases. The Project will have transit signal priority in Salt Lake City and portions of Davis County. The Project is currently completing a National Environmental Policy Act (NEPA) categorical exclusion clearance with the Federal Transit Administration and preliminary design. Completion of final design is expected in late 2026/early 2027, construction is expected to begin around the same time, and the start of revenue service is expected in 2028/2029.

The Agency agrees to use the funding provided hereunder for the Project described above in compliance with this Agreement and other applicable requirements. Other applicable requirements include the terms of this Agreement, the approved UDOT Funding Application, UDOT's Award, and all legal requirements associated with such funding. The Agency further agrees that the scope of work to be performed, estimated costs, and estimated schedule must remain consistent with UDOT's award to the Agency. UDOT must give prior written approval for any material modifications to the scope of work for the duration of the Project or they will not be acceptable for funding. Program Funds can only be used to pay for expenses that are stated in the Project's approved scope of work, and the Agency shall not use Program Funds to pay for any expense that is not part of the approved scope of work.

Commission Action - Any significant change in scope as determined by the UDOT Engineer or Project Manager. A significant change could be anything greater than \$500,000 or 25% of the original project value, whichever is less, or changes in purpose or length of the project will require action by the UDOT Commission.

2. Local Match Amount and Payment Schedule. The Agency commits to fund a local match amount of \$7,800,000 in order to receive the eligible Program fund (labeled "ST_TTIF" in the table below) amount of ~~\$18,000,000~~ for the Project (the "Program Funds"). The Agency must apply Program Funds and matching funds on a pro-rata basis (70% Program Funds/30% local match), to expenses within the approved Project scope of work as they are paid. Upon UDOT's request, the Agency will provide UDOT with an itemized list of all spending for the activities described in the approved Project scope of work that includes all funding sources, Project costs, and dates of expenditure. UDOT will reimburse the Program Funds to the Agency at the project milestones outlined below.



Project #:
UDOT PIN:
UDOT CONTRACT #:
UDOT TRACKING #:

When Due	Percent	Amount
Time of Signing of this agreement	10%	\$1,800,000
Environmental Commencement	10%	\$1,800,000
Design Completion	10%	\$1,800,000
Construction Bid Advertising	50%	\$9,000,000
Project Completion	20%	\$3,600,000
Total	100%	\$18,000,000

The following sources may be used for local matching funds: Non-UDOT administered State funding, local funding, county funding, federal funding, right-of-way contribution, in-kind contributions.

UDOT Project Administration Cost - UDOT will incur costs for managing the project. UDOT Project Managers will bill time to the project PIN. In addition any costs for inspections or other project related administration expenses will be charged to the project.

Environmental and Right-of-Way - The Local Agency will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 98-404. Contact the Region XX Environmental Manager, XXXXX at XXXX@utah.gov, for assistance with any environmental compliance requirement questions. IV. All construction work performed by the Local Agency or its contractor within UDOT highway right-of-way shall conform to UDOT's standards and specifications.

3. Progress & Final Report. The Agency will submit to UDOT a brief, one (1) -page progress report and photos of the Project for each quarter of the calendar year during which the Agency is holding unexpended Program Funds. The quarterly progress report will be submitted within thirty (30) days after the end of each quarter and shall include the following:
 - A. A brief description of the progress and tasks completed for the approved scope of work for the Project, and any photos of the Project or the site. If TTIF Funding is for a study or not construction, please provide a copy of the plans, drawings, etc.
 - B. A summary of all funds expended and budget remaining (showing all funding sources, Project costs, and projected dates of expenditure.

Upon completion of the Project, the Agency will submit a brief one (1)-page final report and shall include the following:

- A. A brief description of the completed Project.
- B. The itemized report detailing where the funds have been spent that is required by Paragraph 6 below.

C. Photos, exhibits, or videos of the completed Project or other deliverables

4. Additional Information. The Agency will cooperate with all of UDOT's requests for information or status concerning the Project and will promptly respond to them. The Agency acknowledges that the Agency and UDOT may be asked to submit reports or respond to inquiries about Program Funds for the Utah State Legislature and the Utah Governor's Office.
5. Adoption of Project. Upon Project completion the Agency agrees to promptly begin Project implementation and integration for public use.
6. Maintenance - The Local Agency shall properly maintain each type of roadway, structure and facility once the Project is completed in accordance with state and federal requirements. If the project is for transit there needs to be an Operations and Maintenance plan agreed to with the transit agency.
7. Permits - The Local Agency will obtain all appropriate permits necessary for the work <https://udot.utah.gov/connect/business/permits/>
8. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, the Agency will provide UDOT with an itemized report detailing where all funds have been spent and also showing all funding sources, the costs for the full Project, and dates of expenditure. If any Program Funds remain unexpended after the completion of the approved scope of work, the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. Program Funds and matching funds must be expended on the Project on a pro-rata basis, and the amount to be returned must be the unexpended pro-rata portion of the Program Funds provided for the Project.
9. No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT will not be required to contribute additional funds to the Project. If the Agency decides to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata as shown in the table, and the Agency shall return to UDOT the unexpended pro-rata portion of the Program Funds within sixty (60) days (with or without request by UDOT).
10. Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement, and this Agreement is without risk to UDOT. The Agency agrees that the Agency is solely responsible to properly administer and spend the Program Funds. The Agency acknowledges that UDOT needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that UDOT may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The Agency agrees to cooperate with UDOT and to provide for a proper administration and use of the Program Funds.

11. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of 4 year(s) unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the 4 year(s), if any Program Funds have not been expended for the approved Project scope of work, the Agency shall return to UDOT the unexpended pro-rata portion of the Program Funds within sixty (60) days, with or without a request by UDOT. If the Agency cannot complete the Project within the given time frame the Agency may request an extension. The request must be sent in writing to UDOT six (6) months prior to the Agreement end date.
12. Termination and Remedies. In the event that UDOT determines the Agency has not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The Agency agrees to cooperate with any inquiries or investigations conducted by UDOT. If the Agency does not remedy the breach stated in UDOT's written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the Agency agrees that within sixty (60) days it will pay to UDOT all unexpended Program Funds that it held on the date of the notice, and it will also repay to UDOT the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by UDOT). The Agency agrees that it does not have the right to possess funds that are misapplied and that the same are immediately due and payable to UDOT so UDOT can return them to the state of Utah. UDOT has the right to all remedies available by law.
13. The Agency's Compliance. The Agency hereby represents to UDOT that it has complied and will continue to comply with the requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the moderate income housing and other obligations set forth in Utah Code 72-2-124
14. Liabilities. Agency releases UDOT and its employees, agents, contractors, and consultants from all claims and losses of every kind (including, but not limited to, claims, demands, damages, liabilities, liens, and suits, whether or not involving negligence or project approvals) that are in any way connected with or arise from this Agreement, the Funding, the work required for the Project, design, and right-of-way.
15. Indemnity. Agency agrees to indemnify, defend, and save harmless UDOT, its employees, agents, contractors, and consultants from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) UDOT's work performed for the Project; or (ii) any wrongful or negligent act or omission of Agency or its employees, agents, contractors and consultants in connection with entering or performing this Agreement. Agency/City is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the loss in question. This indemnification obligation shall survive the expiration or termination of this Agreement.



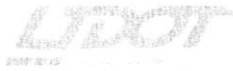
Project #:
UDOT PIN:
UDOT CONTRACT #:
UDOT TRACKING #:

16. Miscellaneous.

Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention:</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To Agency:</p> <p>Utah Transit Authority (UTA) 669 West 200 South Salt Lake City, UT 84101 Attention: Tracy Young</p>
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- A. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- B. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under



Project #:
UDOT PIN:
UDOT CONTRACT #:
UDOT TRACKING #:

an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

(Signature Page to Follow)



Project #:
UDOT PIN:
UDOT CONTRACT #:
UDOT TRACKING #:

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein.

NAME	DATE	SIGNATURE	TITLE
Paul Egbert			UDOT Project Manager
Rob Wight			UDOT Region Director
			UDOT Comptroller Admin
Jay Fox			UTA Executive Director
Jared Scarbrough			Acting UTA Chief Capital Services Officer
Michael Bell	7/23/25	Michael Bell	UTA Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Acting Chief Capital Services Officer

TITLE:

Change Order: Construction Design Services for S-Line Extension Phase 1 Pre-Construction Change Order 2 - Special Trackwork & Switch Machines (Kiewit Infrastructure West Co.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Change Order 2 on Contract 24-03849 for Special Trackwork & Switch Machines, and associated disbursements with Kiewit Infrastructure West Co. (Kiewit) in the amount of \$1,960,259.00.

This authorization is contingent upon the approval of additional Transit Transportation Investment Fund (TTIF) funding at the August 15, 2025 Utah Transportation Commission meeting.

BACKGROUND:

UTA has been working collaboratively with Salt Lake City to extend the S-Line Streetcar from the existing end of the line at Fairmont Station (1040 East) to the heart of the Sugarhouse Business District at Highland Drive.

UTA issued an RFP for a Progressive Design Build contractor to design and build the S-line Extension and Double Tracking. On September 25, 2024, the UTA Board of Trustees approved contract 24-03849 with Kiewit for Phase 1 Pre-Construction Design Services on the S-Line Extension.

DISCUSSION:

The S-Line Extension project is currently advancing through Phase 1 for design and pre-construction services. Phase 2 for the construction services is anticipated to be negotiated later this year. This project includes

special track work with a 12 to 14-month lead time. To keep the construction on schedule, this infrastructure needs to be purchased now. This limited notice to proceed in no way obligates UTA to execute Phase 2 of the contract. The special track work will be purchased in UTA's name.

The Utah Department of Transportation (UDOT) and UTA are currently working to seek additional TTIF funding for increased construction costs. This change order is contingent upon the approval of these additional funds, which is scheduled to take place at the August 15, 2025, Utah Transportation Commission meeting.

CONTRACT SUMMARY:

Contractor Name:	Kiewit Infrastructure West Co.
Contract Number:	24-03849
Base Contract Effective Dates:	9/26/2024 - 1/31/2026
Extended Contract Dates:	N/A
Existing Contract Value:	\$3,055,243.11
Amendment Amount:	\$1,960,259.00
New/Total Contract Value:	\$5,015,502.11
Procurement Method:	RFP
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

UTA could wait until Phase 2 contract is officially awarded or procure the special track work directly. Waiting to procure the track work will delay the construction scheduled for the S-Line extension, increasing the cost of the project. Procuring the trackwork directly would increase UTA's risk as the agency would be responsible for ensuring quality and conformance with the design, rather than the contractor.

FISCAL IMPACT:

The 2025-2029 approved Five-Year Capital Plan includes \$22,317,000 for the S-Line extension project (MSP259). This includes a \$12 million legislative appropriation and a \$9.9 million TTIF grant. UDOT and UTA are currently working to seek additional TTIF funding for increased construction costs. This change order is contingent upon the approval of these additional funds, which is scheduled to take place at the August 15th Transportation Commission meeting.

- 2025 Change Order Contract Total: \$1,960,259.00

Total not-to-exceed contract amount: \$5,015,502.11

ATTACHMENTS:

- Change Order: S-Line Extension Phase 1 Pre-Construction Design Services: Change Order 2 - Special Trackwork & Switch Machines (Kiewit Infrastructure West Co.)



CCO #002

Project: MSP259 - S-Line Expansion Project

Contract Change Order #002: CE #KIE-CE-002 - Kiewit Long Lead Items - Alternate Design

CONTRACT COMPANY:	Kiewit Infrastructure West Co.	CONTRACT FOR:	2403849-OG:S-Line PDB Phase 1
DATE CREATED:	7/10/2025	CREATED BY:	Meredith Fischer (Utah Transit Authority)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:	LOCATION:		
DESIGNATED REVIEWER:	Ethan Ray (Utah Transit Authority)	REVIEWED BY:	
DUE DATE:	REVIEW DATE:		
INVOICED DATE:	PAID DATE:		
REFERENCE:	CHANGE REASON:	Configuration Change (Update to the deliverable like painting, updated materials, etc.)	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,960,259.00

DESCRIPTION:
CE #KIE-CE-002 - Kiewit Long Lead Items - Alternate Design
The S-Line Extension project is currently advancing through Phase 1 for design and pre-construction services. Phase 2 for the construction services is anticipated to be negotiated later this year. To keep the construction on schedule, special track work needs to be purchased now, ahead of the Phase 2 contract. The anticipated lead time for this trackwork is 12-14 months. This double crossover will be located at the end of the line, allowing inbound and outbound trains to access the correct track.

ATTACHMENTS:
[image \(1\).png](#), [S-Line Long Lead Items - Alternate Design_7.9.25.pdf](#)

IT IS MUTUALLY AGREED UPON, THERE IS A SCHEDULE IMPACT DUE TO THIS CHANGE ORDER:	No	DATE OF DESIRED EXTENSION:	
THIS ITEM IS UNDER UTA'S SIMPLIFIED ACQUISITION THRESHOLD (\$250,000) AND REQUIRES NO ICE. THE COST WAS DETERM:	No	THIS ITEM IS GREATER THAN UTA'S SIMPLIFIED ACQUISITION THRESHOLD (\$250,000) AND THUS REQUIRES AN INDEPENDENT :	Yes
INDEPENDENT COST ESTIMATE (ICE) LINK, IF APPLICABLE:		DIRECTION OR AUTHORIZATION TO PROCEED (DAP) PREVIOUSLY EXECUTED::	

CHANGE ORDER APPROVAL

COMPANY::



CCO #002

CHANGE ORDER LEGAL STATEMENT:

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

REQUIRED SIGNATURES EXPLANATION:

Project Manager \$0 - 24,999
Legal Review \$10k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement \$250,000+
 DocuSigned by: _____s (for all)

SIGNATURE (LEGAL):

By: Mike Bell
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 Name: Mike Bell
 Date: 7/14/2025

PM APPROVAL:

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

SIGNATURE (PROJECT MANAGER):

By: Ethan Ray
 6A5A38FA3E24...
 Name: Ethan Ray
 Date: 7/14/2025

DIRECTOR CO APPROVAL:

I have evaluated the content of this change order and the scope of work described in the contract. I have determined that this change order pricing is fair and reasonable based on a review of contractor quotes and the original contract rates.

SIGNATURE (DIRECTOR):

By: Jared Scarbrough
 91ABD751A0BD4BE...
 Name: Jared Scarbrough
 Date: 7/14/2025

SIGNATURE (PROCUREMENT):

By: _____
 Name: _____
 Date: _____

SIGNATURE (CHIEF SERVICE DEVELOPMENT OFFICER):

By: _____
 David Hancock, Chief Service Development Officer
 Date: _____

SIGNATURE (EXECUTIVE DIRECTOR):

By: _____
 Jay Fox, Executive Director
 Date: _____

SIGNATURE (CONTRACTOR):

By: _____
 Name: _____
 Date: _____

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	40-3259.68000.8002 Engineering	Long Lead Items	\$1,960,259.00
Grand Total:			\$1,960,259.00



CCO #002

The original (Contract Sum)	\$ 1,937,772.00
Net change by previously authorized Change Orders	\$ 1,117,471.11
The contract sum prior to this Change Order was	\$ 3,055,243.11
The contract sum would be changed by this Change Order in the amount of	\$ 1,960,259.00
The new contract sum including this Change Order will be	\$ 5,015,502.11
The contract time will not be changed by this Change Order.	

Kiewit Infrastructure West Co.

Signed by:

7/12/2025

18165E567F9746D...
SIGNATURE Darron Rolle DATE

SIGNATURE DATE



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

TITLE:

Change Order: TRAX and FrontRunner Rail Platform Real Time Digital Signage Equipment Modification 1 - Additional LED Signs (International Display Systems, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Modification 1 and associated disbursements to contract 22-03654 with International Display Systems (IDS) to purchase additional LED signs and software in the amount of \$754,479.

BACKGROUND:

On October 9, 2024, The Board of Trustees approved contract 22-03654 with IDS which included 140 passenger information signs. With the addition of new platforms, UTA needs to add 27 additional signs for FrontRunner and TRAX lines. Additionally, UTA requires 29 signs for the new Midvalley Express (MVX) service. In total, 196 signs are now required to provide full coverage across all platforms, including those in new service areas.

DISCUSSION:

This modification will allow for the purchase of an additional 56 LED platform signs-27 to expand coverage on the FrontRunner and TRAX lines, and 29 for the new MVX service. These are the same SunriseSESA CDP-64x384 Double-Sided units specified in the original contract and will integrate seamlessly with the existing Penta WavWriter content management system. The additional signs will ensure full systemwide coverage, allowing all platforms to deliver consistent, real-time communication to passengers.

CONTRACT SUMMARY:

Contractor Name:	International Display Systems, Inc.
Contract Number:	22-03654
Base Contract Effective Dates:	October 17, 2024 thru August 31, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	\$ 2,130,386.96
Amendment Amount:	\$ 754,479.00
New/Total Contract Value:	\$ 2,884,865.96
Procurement Method:	RFP
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

If UTA chooses not to amend the contract, the result would be a mix of old and new signage across the FrontRunner and TRAX platforms, with no signage installed at MVX platforms. Maintaining a fragmented system would create operational inefficiencies and limit UTA's ability to deliver uniform, real-time communication across the entire network.

FISCAL IMPACT:

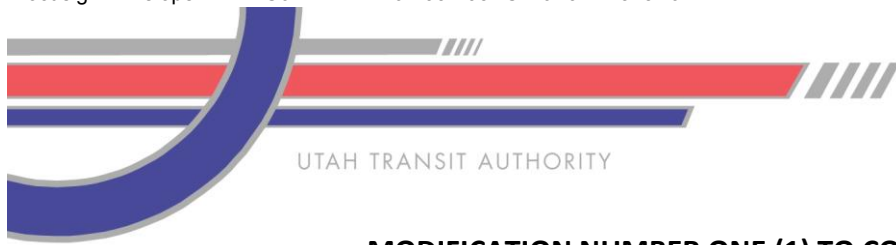
This Purchase has been approved in the 2025 Capital Expense Budget: ICI001

- 2025 Contract Total: \$754,479.00

Total not-to-exceed Contract Value \$2,884,865.96

ATTACHMENTS:

- Modification 1 - Additional LED Signs on UTA Platforms (International Display Systems, Inc.)



669 West 200 South

Salt Lake City, UT 84101

MODIFICATION NUMBER ONE (1) TO CONTRACT 22-03654RW

This Modification Number 1 (One) to Contract Agreement is hereby entered into and made effective as of the date of the last signature below the ("Effective Date"), by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter "UTA") and INTERNATIONAL DISPLAY SYSTEMS, Inc., (hereinafter "Contractor").

RECITALS

WHEREAS, on October 17, 2024 UTA entered into a contract for providing TRAX AND FRONTRUNNER RAIL PLATFORM REAL TIME DIGITAL SIGNAGE EQUIPMENT, and all associated hardware, software, tools, training, documentation, and operation and maintenance; and

WHEREAS, UTA has added new Platforms for FRONTRUNNER and TRAX lines requiring 27 additional signs and spares, and

WHEREAS, UTA is currently implementing the MXV PROJECT requiring 29 additional spare signs and spares,

THEREFORE, UTA wishes to procure 56 additional signs and all associated hardware, software, tools, commissioning and testing for these signs per Contract 22-03654RW, and

WHEREAS, the Contractor has presented a proposal for the items identified; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

CONTRACT AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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. Term: There is no change in the term of the Contract.
2. Changes to Contract Requirements:

The Contractor will supply and the equipment as noted in the attached cost proposal noted as UTA Contract 22-03654RW Modification 1 Exhibit A.

3. Compensation and Fees:

Overall Contract amount is increased by \$754,479.00 for the upgraded equipment.

Total contract value is increased from \$2,130,386.96 to a new total contract value not to exceed \$2,884,865.96



669 West 200 South

Salt Lake City, UT 84101

4. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

INTERNATIONAL DISPLAY SYSTEMS, INC.

DocuSigned by:

Rob Keelor

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Rob Keelor

President

Date 7/16/2025

UTAH TRANSIT AUTHORITY

Jay Fox

Executive Director

Date

Alisha Garrett

Chief Enterprise Strategic Officer

Date

Kyle Brimley

IT Director

Date

DocuSigned by:

Mike Bell

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Michael Bell

Assistant Attorney General

Date 7/16/2025



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Hal Johnson, Innovative Mobility Solutions Director
Shaina Quinn, IMS Program Manager

TITLE:

Change Order: Supplemental Transportation Services Contract Service Order No. 3 - 2025-2026 Ski Service (Innovative Transportation Solutions, Inc., DBA The Driver Provider)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Service Order No. 3 with Innovative Transportation Solutions, Inc. (DBA The Driver Provider) in the not-to-exceed amount of \$1,914,347, to provide supplemental ski services in Little Cottonwood Canyon during the 2025-2026 Ski Season.

BACKGROUND:

UTA has contracted with The Driver Provider to provide supplemental bus service for flexible, temporary, and seasonal transit needs. This contract allows UTA to respond to fluctuating demand without disrupting baseline service or straining the operational resources required to deliver core services to the community.

Following a competitive Request for Proposal (RFP), UTA has partnered with The Driver Provider under a three-year Master Services Agreement (MSA) (Contract 24-038431), approved by UTA's Board of Trustees on August 14, 2024.

Since its inception, the Master Services Agreement has had two Service Orders.

1. **Supplemental Ski Services** - Service order one authorized supplemental bus service for the 2024-25 winter ski season in the Cottonwood Canyons (approved August 14, 2024).
2. **Bus Bridges for State of Good Repair Work** - Service order two supported bus bridge services during the 2025 summer construction period (approved March 26, 2025).

Building on the success of last year's supplemental ski bus service, UTA has elected to move forward with The

Driver Provider for the 2025-26 winter season.

DISCUSSION:

UTA Staff is requesting approval of Service Order 3 with Innovative Transportation Solutions, Inc. to continue providing supplemental ski bus service under the MSA. This change order will include operating bus service in Little Cottonwood Canyon (Canyon Service Routes 1 & 2) in the not-to-exceed amount of \$1,914,347. This Service Order would be effective upon signing, with ski bus service starting December 7, 2025, through April 11, 2026.

CONTRACT SUMMARY:

Contractor Name:	Innovative Transportation Solutions, Inc. (The Driver Provider)
Contract Number:	24-038431-3
Base Contract Effective Dates:	August 20, 2024 - September 30, 2027 Service Order 3: December 7, 2025 - December 31, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	\$3,207,967
Amendment Amount:	\$1,914,347
New/Total Contract Value:	\$5,122,314
Procurement Method:	RFP
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

UTA can explore other options such as running this extra ski service in-house and straining baseline operations or reducing ski service.

FISCAL IMPACT:

Under the MSA, a total of \$30 million has been allocated over 5 years.

Last season's funding was \$1,900,000, drawn from the approved 2024 and 2025 operating budgets. This season's requested amount will come from the approved 2025 operating budget and planned spending in the 2026 operating budget, subject to Board approval.

All funds will come from the Contract Services operating expense line-item (6650.50353) from the Planning & Engagement Department under Innovative Mobility Solutions yearly budget. Other service orders may follow to draw down on the MSA's \$30 million estimated cost.

- 2025 planned expenditure: \$354,709
- 2026 proposed expenditure, contingent on budget approval: \$1,559,638

Contract Total: \$1,914,347

ATTACHMENTS:

- Change Order: Supplemental Transportation Services Contract Service Order No. 3 - 2025-2026 Ski Service (Innovative Transportation Solutions, Inc., DBA The Driver Provider)

**SERVICE ORDER NO. 3 UNDER THE
SUPPLEMENTAL SERVICES PILOT MASTER SERVICES AGREEMENT
UTA Contract No. 24-038431
PROVIDING SUPPLEMENTAL SKI SERVICE**

1. Purpose

On July 23, 2025, *Innovative Transportation Solutions, Inc. dba The Driver Provider*, (“**The Driver Provider**”, or “**Contractor**”) and the Utah Transit Authority (“**UTA**” or “**Customer**”), hereinafter collectively referred to as the “**Parties**,” entered into an agreement entitled Master Service Agreement (the “**MSA**”), Service Order 3.

By this Service Order No. 3 (**Service Order**), the Parties agree to implement supplemental ski service as follows:

2. Service Implementation Plan (“SIP”)

The Parties shall reference *The Driver Provider’s* Technical Proposal submitted for UTA’s RFP #24-038431 for SIP requirements. This Service Order updates the SIP as needed.

3. Timing and Terms

This Service Order shall be effective immediately upon signing (“Effective Date”). The duration of the Service Order is until December 31, 2026, inclusive, following the Effective Date.

The duration of the supplemental ski service shall last for a period of approximately 4 (four) months, initiating on the first scheduled service day of December 7th, 2025 through the last scheduled service day of April 11th, 2026, inclusive, following the Effective Date (the “Initial Term”), subject to year-by-year extensions based on mutual agreement of the Parties.

All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order conflicts with the general terms of the MSA, the specific term in this Service Order shall take precedence. The MSA as well as all amendments and addendums thereto, remain in full force and effect as supplemented by this Service Order.

4. Service Fees

UTA shall be charged according to the payment structure outlined in the table below. The rate for each regular driver hour shall be [REDACTED], calculated as a [REDACTED] base rate plus an inflation and project enhancement surcharge totaling \$40.60. These hourly rates include, but are not limited to

driver pay, driver training, insurance, fuel, vehicle lease costs, vehicle cleaning, vehicle maintenance and repairs, service expenses, live customer support, and other project operations.

Service Fees	
Baseline Hourly Rate	
Service Adjustments	
<i>Inflation Adjustment +2.1%</i>	\$4.51
<i>Dedicated Staffing Increases</i>	\$18.69
<i>Vehicle Upgrades and Fuel Adjustment</i>	\$10.63
<i>Additional Project Management and Overhead</i>	\$6.77
Total Hourly Rate	
Hours	
Service Cost (rate x hours)	\$1,787,730.00
One-Time Capital Fees	\$50,000.00
If applicable	
Owner Directed Hours (up to 300 contingency hours)	\$76,617.00
Not to Exceed Total	\$1,914,347.00



Owner directed hours will only be used through written authorization by UTA. Hours will be used as needs are identified by UTA. Owner directed hours could be up to [REDACTED] hours, with an estimated cost of \$76,617 at the per driver rate of [REDACTED].

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved. The not-to-exceed (NTE) total compensation for performance for the duration of this Service Order is \$1,914,347.

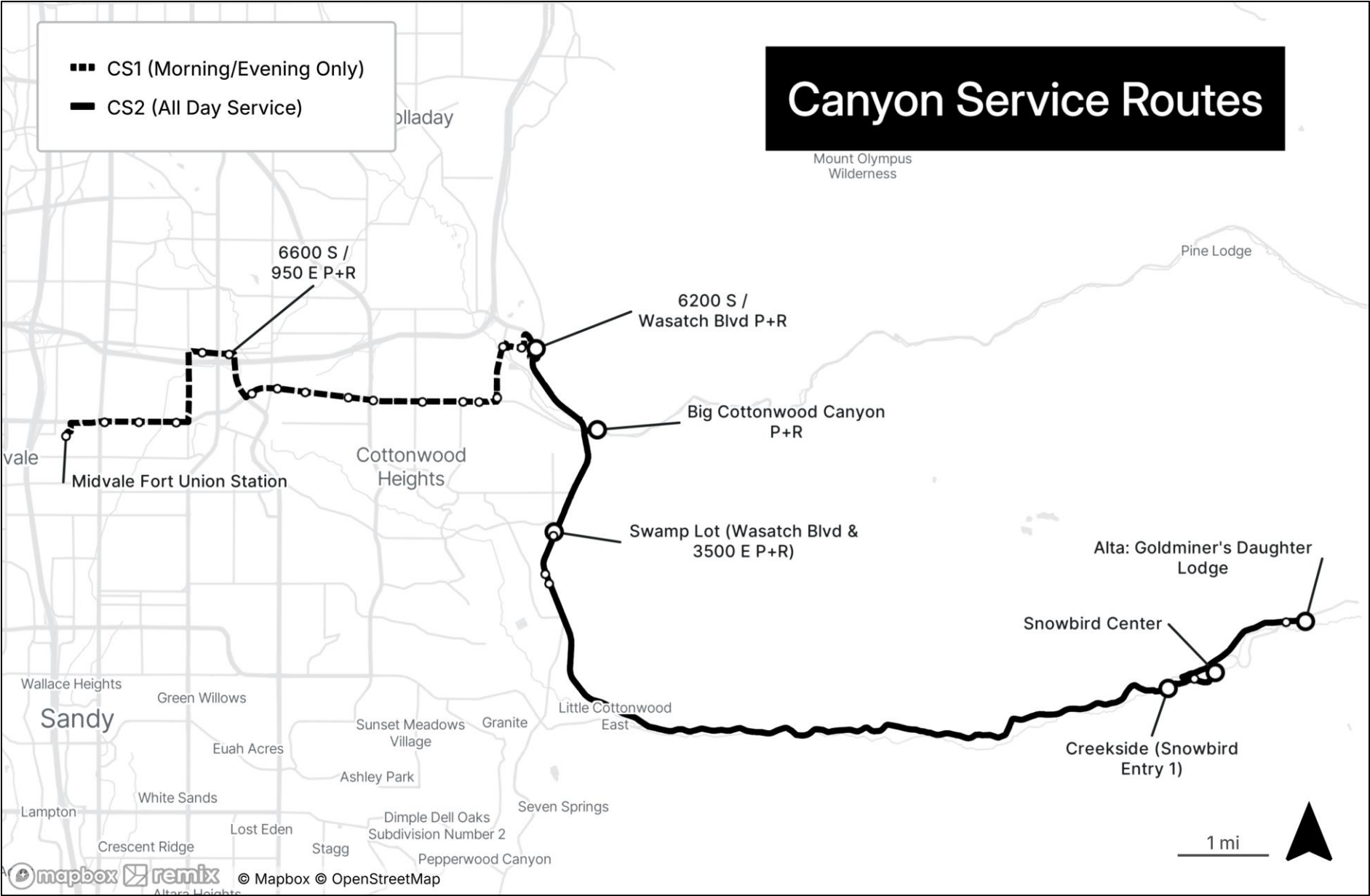
Fees as incurred at the end of each month will be invoiced to UTA by *The Driver Provider* on or around the 15th of each month.

Should changes in applicable federal, state, local law result in a significant change in *The Driver Provider's* costs, either an increase or decrease, *The Driver Provider* or UTA may opt to renegotiate the ongoing service hour fees or service hours.

Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees.

INNOVATIVE TRANSPORTATION SOLUTIONS, INC.	UTAH TRANSIT AUTHORITY
<p>Kendra Kaplan  Innovative Transportation Solutions, Inc. dba The Driver Provider, Vice President of Sales</p> <p><u>07-01-25</u> Date:</p>	<p>Jay Fox Executive Director</p> <hr/> <p>Date:</p> <p>Nichol Bourdeaux Chief Planning and Engagement Officer</p> <hr/> <p>Date:</p> <p>Hal Johnson IMS Director</p> <hr/> <p>Date:</p> <p>Mike Bell Assistant Attorney General UTA Counsel</p> <p>DocuSigned by:  70E33A415BA44F6... Date: 7/1/2025</p>

Appendix A: Service Map



Exact routing and stop locations subject to change. Total stop count not to exceed 39 locations.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Services Officer)
PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #25-015 - State of Good Repair Grade Crossing Gate Rehab (Rocky Mountain System Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Task Order 25-015 and associated disbursements with Rocky Mountain Systems Services (RMSS) in the amount of \$1,830,640 to replace forty-one (41) aging grade crossing mechanisms with Siemens S-80 gates as part of the State of Good Repair (SGR) Program.

BACKGROUND:

UTA executed contract 24-03814 with Rocky Mountain Systems Services for on-call maintenance. The term of this contract is for three (3) years with two (2) additional option years. RMSS was selected based on best-value procurement methodology. The UTA Board of Trustees approved the contract on June 12, 2024, which was fully executed on June 14, 2024. The original master task order contract value is not-to-exceed \$40,000,000 over five (5) years.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
 - Upgrades, repairs, analysis, and training of train control systems
 - Repair, maintenance, and training of overhead contact systems and traction power substations
-

DISCUSSION:

Under Task Order 25-015, Rocky Mountain Systems Services will replace forty-one (41) aging grade crossing mechanisms with Siemens S-80 gates as part of the State of Good Repair (SGR) Program. This effort aims to enhance safety, reliability, and functionality across UTA’s rail network by prioritizing high-risk and heavily used locations first. The scope includes procurement, installation, wiring, testing, and documentation, with foundation replacement only as needed to minimize disruption and optimize resources.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	24-03814-25-015
Base Contract Effective Dates:	6/14/2024 through 7/1/2029Task Order: Effective after final signatures through 12/01/2026
Extended Contract Dates:	N/A
Existing Contract Value:	\$10,751,746.48
Amendment Amount:	\$1,830,640.00
New/Total Contract Value:	\$12,582,386.48
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Disapprove task order. UTA will pay higher maintenance costs to maintain the existing aging grade crossing mechanisms and risk crossing mechanism failure at some point.

FISCAL IMPACT:

The 2025-2029 Five Year Capital Plan includes \$1,830,640 for the replacement of forty-one (41) aging grade crossing mechanisms with Siemens S-80 gates as part of the State of Good Repair Program. This work is anticipated to occur in 2025 and 2026 under the Train Control Rehab and Replacement Project (SGR403).

- 2025 Contract Total: \$900,909.50
- 2026 Contract Total: \$929,730.50

Total Task Order value: \$1,830,640.00

The overall not-to-exceed value for this contract is \$40,000,000

MTOA value to date: \$12,582,386.48

ATTACHMENTS:

- Task Order: On-Call Systems Maintenance Contract: 25-015 - SGR Grade Crossing Rehab (Rocky Mountain System Services)

Task Order Request #25-015 - TO 25-015 SGR Grade Crossing Rehab

Status	Open	Assignees	Dean Hansen
Created Date	Jul 8, 2025	Issued Date	Jul 8, 2025

TASK ORDER IDENTIFICATION

Contract No	24-03814		
Contractor Name ("Contractor")	ROCKY MOUNTAIN SYSTEMS SERVICES	Contract Start Date	06/14/24
Account Code(s)	<div><div>2025</div><div>\$524,132 – TO 25-015 SGR Grade Crossing Rehab: Hardware – 20-7403.65000.5008</div><div>\$205,882 – TO 25-015 SGR Grade Crossing Rehab: Engineering – 20-7403.68000.8002</div><div>\$170,895.50 – TO 25-015 SGR Grade Crossing Rehab: PM for Design & Construction – 20-7403.68000.8003</div></div> <div><div>2026</div><div>\$500,000 – TO 25-015 SGR Grade Crossing Rehab: Hardware – 20-7403.65000.5008</div><div>\$205,457 – TO 25-015 SGR Grade Crossing Rehab: Traffic Signals and Crossing Protection – 20-7403.65000.5002</div><div>\$53,378 – TO 25-015 SGR Grade Crossing Rehab: Surveys, Testing, Investigation – 20-7403.68000.8007</div><div>\$170,895.50 – TO 25-015 SGR Grade Crossing Rehab: PM for Design & Construction – 20-7403.68000.8003</div></div>		

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[25-015_SGR Grade Crossing Rehab_Proposal 52720-042.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	11/01/26	The Final Acceptance Date for this Task is	12/01/26
--	----------	--	----------

3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$1,830,640.00
Provisional Sum Amount (if applicable). Note: Any unused amount of this provisional sum amount will be deducted from the contract upon closeout of the task order.	N/A	Independent Cost Estimate (ICE) link, if applicable	25-015_SGR Grade Crossing Rehab_ICE.xlsx

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?

Yes


If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of

UTAH TRANSIT AUTHORITY:

Required
Signatures
Explanation

Project Manager \$0 - 24,999
Legal Review \$10k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

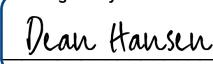
Signature (Legal)

DocuSigned by:
By: 
70E33A415BA44F6...
Name: Mike Bell
Date: 7/10/2025

PM Approval

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

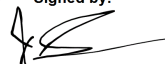
Signature (Project Manager)

Signed by:
By: 
25AB79CEE8F4497...
Name: Dean Hansen
Date: 7/9/2025

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

Signed by:
By: 
91ABD751A0BD4BE...
Name: Jared Scarbrough
Date: 7/9/2025

Signature (Procurement)

By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)

By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director)

By: _____
Jay Fox, Executive Director
Date: _____


COMPANY:

COMPANY: ROCKY MOUNTAIN SYSTEMS SERVICES

RMSS Required
Signature
Explanation

- Up to \$100K – Josh Lafleur (jlafleur@modrailsystems.com)
- \$100K - \$500K – Anthony Ortolani (aortolani@modrailsystems.com)
- \$500K – \$2.5M - Shon Tulik (stulik@modrailsystems.com)
- >\$2.5M or Contract Time Extensions – Paul Reiger (prieiger@modrailsystems.com)

Signature
(Contractor)

DocuSigned by:

By: 653432661D0847B...
Name: Paul Reiger
Date: 7/9/2025



July 7th 2025

RMSS-52720-042

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: SGR Grade crossing rehabilitation

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for grade crossing rehabilitation services, upgrading aging equipment to the siemens S-80 line of products.

Our lump sum price for this proposal is **\$1,830,640.00**

Details of work to be completed:

Removal and replacement of Siemens S-80 gates

The scope of work covered in this proposal is as follows:

RMSS will provide comprehensive, phased, removal, replacement, and installation for forty-two S-80 grade crossing mechanisms from site assessment through testing phases. Each phase will focus on replacing and upgrading existing crossing mechanisms, prioritizing high traffic and/or high-risk areas, with the most prioritized assets accounted for in phase 1, lesser prioritized in phase 2, and least prioritized in phase 3. This priority list (as provided by UTA) accounts for each crossing based upon condition, usage frequency, and safety. An additional five S-80 assemblies will be ordered as spares for unforeseen circumstances for a total of forty-seven complete assemblies.

All flashers, GCIs, crossbucks, # of track signs, counterweights, hardware (bolts, nuts, screws) will be replaced, to include the ones not directly mounted to the masts

Testing will be required for all assemblies and RMSS will provide documentation to support. RMSS will also provide documentation for all removed gates, serial and part numbers for UTA de-commissioning purposes.

All masts will be tested after installation to meet UTA's specifications and safety standards to ensure regulatory compliance

A pre-wired model S-80 gate assembly will typically include:



- (1) Mast and base assembly, 5"x16" w/GND
- (1) Bell. Electronic, loud/slow
- (1) Sign, RR crossing, high intensity
- (1) Sign, 2 tracks, high intensity
- (2) Hardware package, sign 5" MTG
- (1) FLX-4000 & X-arm 2-way S-40 5"
- (1) FLX-1000 assembly, 5" 2-way lunar
- (1) Gate, model S-80, W/HDW
- (1) Counterweight kit 21'-24' combo
- (1) Gate saver NEG
- (1) Arm, gate, 16'-32' EZ gate
- (1) Gate arm lights, LED, 4"

Capital assets

Installations will occur in 3 phases prioritized by UTA in the following order:

Phase 1:

- 1700 S (4 assemblies)
- 3300 S (4 assemblies)
- 7200 S (4 assemblies)
- 9000 S (4 assemblies)
- 9400 S (2 assemblies)
- Central Ave. (2 assemblies) (additional one assembly added per UTAs update)

Phase 2:

- 2100 S (4 assemblies)
- 4800 S (2 assemblies)
- 7720 S (4 assemblies)
- 8000 S (2 assemblies)

Phase 3:

- 1300 S (4 assemblies)
- 2950 S (2 assemblies)
- Fireclay Ave. (2 assemblies)
- 5900 S (2 assemblies)

Depending on atypical masts, RMSS may postpone installation to ensure correct crossarm assemblies have been fabricated/installed. These postponements will not exceed past the install phase they were assigned to meaning, all phases will be completed prior to beginning install of next phase.

Details of work to be completed

Safe and compliant replacement of existing grade crossings/assemblies. RMSS will coordinate safety procedures via:

- Work permits
- RWP certifications



- Roadway safety compliance
- Traffic Control Plans

During the removal/installation phase, RMSS will be documenting the old and new serial numbers, as well as part numbers, for all pertinent items as they are being replaced. This information will be provided to UTA in close-out documentation for asset tracking purposes.

Updating IFCs and circuit plans to reflect active wiring diagrams.

Removal and de-commissioning of current grade crossing assemblies.

Testing and commissioning

Immediately after installation, RMSS will conduct quality testing to ensure safe operations of all assemblies. Once the quality/safety tests have been assured, RMSS will begin replacing AIS drawings. These tests will include but not be limited to:

- Signals
- Gates
- Calibrations
- Other relevant safety features

Documentation and reporting

Documentation will be provided after confirmation of regulatory compliance and UTA operational standards. This will include IFCs prior to construction, redlines post installation, and AISs post safety/compliance standards final inspection reports. It will also include SIT procedures for the cutover phase.

Training

Training documentation and manuals will be provided by Siemens and passed along to relevant entities. RMSS will coordinate with Siemens about 40 hours of hands-on training as 2 instructors from siemens will be present for ~2-3 nights for initial installation.

Deliverables

- A CDRL and submittal list will be developed upon execution of task order
- Detailed condition assessments and prioritization reports for each phase
- Updated location circuit plans to reflect new gate mechanisms
- Typical S-80 assembly with accompanying modifications (crossarms, extra flashers etc)
- Testing and final inspection reports for each crossing
- Final project summary report outlining phase by phase progress, with insights into any encountered challenges and outcomes

Clarifications

1. A total of 47 S-80 assemblies will be ordered to include five assembled spares. In the initial scope, only 41 assemblies were requested along with the 5 spares. However, UTA



has identified an extra S-80 assembly required at Central Ave bringing the total to 42 S-80s and still 5 spares

2. All assumptions, clarifications and/or exclusions in MRS's contract remain in effect unless directly addressed in this proposal
3. The warranty period for all work done is 1 year after the date of final mast installation and passing of applicable safety criteria
4. The left turn signal attached to the flasher assembly at 9400S crossing will be replaced along with the flashers on the mast. The left turn signal will be replaced along with standard flashers as it ties into the same wiring as the flashers on the same mast
5. Electronic bells will also be assembled during installation due to bells being ~6' above the ground at all crossings within this scope
6. As discussed with UTA, the original masts, units, assemblies will be stored as spares and not be scrapped, taken to a dump or any other variance. UTA will take full ownership of assemblies after they are delivered to Beck yard by RMSS
7. Training will be provided by Siemens. Siemens has stated they intend to send 2 individuals out during the initial installs in order to complete training.
8. Siemens training will be 2 instructors that are sent out with the installation crews, during the installation period for ~2-3 nights depending on Siemens decision when Siemens decides proficiency/understanding has been achieved
9. For 9400S, the left turn signal will be replaced along with standard flashers as it ties into the same wiring as the flashers on the same mast
10. Prior to installation, a site assessment will take place for each mast at all locations. If/when it is identified that a foundation and or wiring/raceway/underground infrastructure is in a condition that warrants replacement, a separate task order will be issued

Assumptions

1. Correction of any drawings currently in houses will be accommodated during the time location circuit plans are updated to reflect S-80 wiring. This will include extra flashers as found at some locations or differently labeled GCI or Flasher masts
2. Pricing assumes that installation and testing can be accomplished during revenue services during track and time windows with UTA signal maintenance support
3. All masts will be replaced as currently built, with as little variation as possible
4. All existing masts are within compliance
5. This proposal does not include any material escalation, or additional charges due to tariffs. RMSS reserves the right to recover any costs incurred as a result of material price changes.

Exclusions

1. Mast brackets for 3300 S (gates 3&4), 7200 S (all gates), 7720 S (gate 5), fireclay (gate 2) may have mast brackets that are to be fabricated "in house" or re-used from prior gates due to their atypical nature.
2. No wireless configurations will be accounted for

Timeline

The following is an approximate timeline for this task order



	2025							2026												2027							
	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	
Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Notes
Approvals/Site assessments	1	1	1																								
Wiring/Raceway/Underground Infrastructure		1	1	1	1																						
Design				1	1	1	1	1																			
Procurement				1	1	1	1	1	1	1	1																
Assembly					1	1	1	1	1	1	1	1	1														
Install					1	1	1	1	1	1	1	1	1	1													
Testing					1	1	1	1	1	1	1	1	1	1	1	1											
AIS / Closeout						1	1	1	1	1	1	1	1	1	1	1	1										
		2	2	6	5	5	5	4	4	4	3	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,


 Chris Pollnow
 Field Engineer
 Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS
 Anthony Ortolani – RMSS
 Josh LaFleur - RMSS
 Shon Tulik - RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

UTA - On Call

PTO - 042 SGR Grade Crossing Rehab

Task Order Estimate Summary



7/7/2025

Materials	\$	1,024,132.00
Administrative	\$	41,962.00
Design/Engineering	\$	205,882.00
Construction/Testing	\$	258,835.00
Other Costs and Fee	\$	299,829.00
Total:	\$	1,830,640.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Service Officer
PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #25-016 - Signal Design for Six (6) Interlockings (Rocky Mountain System Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Task Order 25-016 and associated disbursements with Rocky Mountain Systems Services (RMSS) in the amount of \$1,668,333 to develop complete train control signal designs to support the replacement of aging wayside equipment.

BACKGROUND:

UTA executed contract 24-03814 with RMSS for on-call maintenance. The term of this contract is for three (3) years with two (2) additional option years. RMSS was selected based on best-value procurement methodology. The UTA Board of Trustees approved the contract on June 12, 2024, which was fully executed on June 14, 2024. The original master task order contract value is not-to-exceed \$40,000,000 over five (5) years.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
 - Upgrades, repairs, analysis, and training of train control systems
 - Repair, maintenance, and training of overhead contact systems and traction power substations
-

DISCUSSION:

Under Task Order 25-016, RMSS will develop complete train control signal designs to support the replacement

of aging wayside equipment at the 700 South, Ballpark, Beetdigger, Cushing “A”, Cushing “B”, and Yellow Stone Interlockings as part of UTA’s 2025/2026 Wayside System Enhancement and Upgrade Programs. The design work will ensure regulatory compliance, improve operational reliability, and incorporate future-proofing measures aligned with Federal Railroad Administration, American Railway Engineering and Maintenance-of-Way Association, and UTA standards.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	24-03814-25-016
Base Contract Effective Dates:	6/14/2024 through 7/1/2029Task Order: Effective after final signatures through 12/31/2026
Extended Contract Dates:	N/A
Existing Contract Value:	\$12,582,386.48
Amendment Amount:	\$1,668,333.00
New/Total Contract Value:	\$14,250,719.48
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Disapprove task order. UTA will pay higher maintenance costs, heightened risk of service disruptions or safety incidents, and potential non-compliance with regulatory standards due to continued reliance on aging and obsolete signal infrastructure.

FISCAL IMPACT:

The 2025-2029 Five Year Capital Plan includes \$1,668,333 for the development of complete train control signal designs to support the replacement of aging wayside equipment. This work is anticipated to occur in 2025 and 2026 under the Rail Switches and Trackwork Control project (SGR404).

- 2025 Contract Total: \$567,118
- 2026 Contract Total: \$1,101,215

Total Task Order Value: \$1,668,333

The overall not-to-exceed value for this contract is \$40,000,000

MTOA value to date: \$14,250,719.48

ATTACHMENTS:

- Task Order: On-Call Systems Maintenance Contract: 25-016 - Signal Design for 6 Interlockings (Rocky Mountain System Services)
-

Task Order Request #25-016 - Signal Design for 6 Interlockings

Status	Open	Assignees	Dean Hansen
Created Date	Jul 14, 2025	Issued Date	Jul 14, 2025

TASK ORDER IDENTIFICATION

Contract No	24-03814		
Contractor Name ("Contractor")	ROCKY MOUNTAIN SYSTEMS SERVICES	Contract Start Date	06/14/24
Account Code(s)	2025 \$415,947.00 – TO 25-016 Signal Design for 6 Interlockings: Engineering – 40-7404.68000.8002 \$151,171.00 – TO 25-016 Signal Design for 6 Interlockings: PM for Design & Construction – 40-7404.68000.8003 2026 \$802,932.00 – TO 25-016 Signal Design for 6 Interlockings: Engineering – 40-7404.68000.8002 \$298,283.00 – TO 25-016 Signal Design for 6 Interlockings: PM for Design & Construction – 40-7404.68000.8003		

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[25-016_Signal Design for 6 Interlockings_Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	11/30/26	The Final Acceptance Date for this Task is	12/31/26
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$1,668,333
Provisional Sum Amount (if applicable). Note: Any unused amount of this provisional sum amount will be deducted from the contract upon closeout of the task order.	N/A	Independent Cost Estimate (ICE) link, if applicable	25-016_Signal Design for 6 Interlockings_ICE.xlsx

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance	No	If federal assistance funds are anticipated, the UTA	N/A
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Task Order Request #25-016 - Signal Design for 6 Interlockings

Project: SGR404 Rail Switches & Trackwork Ctrl

funds which
requires the
application of the
Federal Clauses
appended as
Exhibit D to the
Contract?

Civil Rights group
has set a
Disadvantaged
Business
Enterprises (DBE)
participation goal
for this Task Order
of

UTAH TRANSIT AUTHORITY:

Required
Signatures
Explanation

Project Manager \$0 - 24,999
Legal Review \$10k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal)

DocuSigned by:
By: Mike Bell
70E33A415BA44F6...
Name: Mike Bell
Date: 7/25/2025

PM Approval

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

Signed by:
By: Greg Thurston On behalf of Dean
C97F990ECB99456... Hansen
Name: Greg Thurston
Date: 7/23/2025

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

DocuSigned by:
By: David Osborn
AD6AFC15F32A4DE...
Name: David Osborn
Date: 7/23/2025

Signature (Procurement)

By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)

By: _____
Name: _____
Date: _____

Signature (Executive Director)

By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: ROCKY MOUNTAIN SYSTEMS SERVICES

RMSS Required
Signature
Explanation

- Up to \$100K – Josh Lafleur (jlafleur@modrailsystems.com)
- \$100K - \$500K – Anthony Ortolani (aortolani@modrailsystems.com)
- \$500K – \$2.5M - Shon Tulik (stulik@modrailsystems.com)
- >\$2.5M or Contract Time Extensions – Paul Reiger (prieiger@modrailsystems.com)

Signature
(Contractor)

DocuSigned by:
By: Paul Reiger
6534325C1D0847B...
Name: Paul Reiger
Date: 7/21/2025



June 5th, 2025,

RMSS-52720-009a

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Interlocking Upgrades Design

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal to complete the design scope, for the following interlockings

- Beetdigger
- Cushing A
- Cushing B
- Yellowstone
- Ballpark
- 700 S

Our lump sum price for this proposal is **\$1,668,333**

The scope of work covered in this proposal is as follows: This project is focused on design work to upgrade and replace the existing wayside equipment and software at the above-mentioned locations. This scope will include but is not limited to upgraded wayside processors, new train detecting circuits, and new powered switch machines. This scope is for train control signal design only. Future procurement and construction Task Orders will be required to complete the program.

Our work will comply with FRA regulations and all work will meet industry standards, including AREMA and UTA's latest design criteria.

This work will be organized into 3 Design phases as outlined below, future procurement and construction task orders will be broken into individual scopes to meet intended infrastructure construction seasons.

Design Phasing Table Shown below:

Phase 1 Pricing

- **Beetdigger Interlocking**
 - **Total \$308,259**

- **Cushing A Interlocking**
 - **Total \$258,859**

- **Cushing B Interlocking**
 - **Total \$247,110**

Phase 1 Scopes of work

Beetdiggers Interlocking Design

- Design for hardware and software as applicable to integrate with future bidirectional signaling to include the below upgrades
 - Replace VHLC with a single ElectroLogIXS unit
 - Update Vital and Non-Vital software for ElectroLogIXS
 - Update communication interface modules for ElectroLogIXS
 - Provide communication between the adjacent locations and control center
 - Replace all the AFTAC track circuits with PSO track circuits to detect trains
 - Replace the existing coupler cases with new, larger coupler case to accommodate PSO equipment
 - Replace existing LCP with new QuEST sQLCP soft panel
 - Replace all AC Vane circuits with PSO track circuits to detect trains
 - Replace four (4) existing 5F switch machines with new M23A switch machines
 - Add new switch heater covers
 - Convert welded impedance bond connections to bolted connections
 - Add applicable air conditioning system (1-ton mini-split preferred)
 - Replace signal heads on four (4) existing full-size signals with new signal heads and LED signal lamps. Replace masts if necessary
 - Replace existing KEPCO (PRN-12-35) power supply with new battery charger and battery bank
 - Replace existing KEPCO (PRR-12-77M) power supply with new battery charger and battery bank
 - Remove and replace all existing batteries
 - Upgrade existing AC breaker panel to run multiple circuits
 - Remove existing 9800 S crossing house and Beetdigger Interlocking house. Installing a new fully equipped 8'X12' Interlocking/Crossing house
 - Assess whether the 8' x 12' house meets the size requirements.
 - Reconfigure the fiber path

- Relocate the controllers from the existing houses at 9800 South and combine them into the new Beetdigger Interlocking House
- Relocate GCI that's mounted on the current signal house
- Replace the current gate mechanisms with S80 gates, and ensure the circuits are integrated with the ElectroLogiXS crossing control module
- Relocate existing power meter as applicable
- SATS test new software

Cushing “A” Interlocking Design

- Design for hardware and software as applicable to integrate with future bidirectional signaling to include the below upgrades
 - Replace VHLC with a single ElectroLogiXS unit
 - Update Vital and Non-Vital software for ElectroLogiXS
 - Update communication interface modules for ElectroLogiXS
 - Provide communication between the adjacent locations and control center
 - Replace all the AFTAC track circuits with PSO track circuits to detect trains
 - Replace the existing coupler cases with new, larger coupler cases to accommodate PSO equipment
 - Replace two (2) existing 5F switch machines with new M23A switch machines
 - Replace existing dwarf signal with new full size signal mast, head, and LED signal lamps
 - Replace the signal head on existing full-size signal with new signal head and LED signal lamps. Replace the mast if necessary
 - Replace existing LCP with new QuEST sQLCP soft panel
 - Add new switch heater covers
 - Replace existing KEPCO (PRN-12-35) power supply with new battery charger and battery bank
 - Replace existing KEPCO (PRR-12-77M) power supply with new battery charger and battery bank
 - Remove and replace all existing batteries
 - SATS test new software
 - Coordinate the feasibility of Train to Wayside Control (TWC) functionality into the system

Cushing “B” Interlocking Design

- Design for hardware and software as applicable to integrate with future bidirectional signaling to include the below upgrades
 - Some approach track indication bits are currently disabled. Enable all track indication bits to ensure proper track status is communicated back to the office
 - Replace VHLC with a single ElectroLogiXS unit
 - Update Vital and Non-Vital software for ElectroLogiXS
 - Update communication interface modules for ElectroLogiXS

- Provide communication between the adjacent locations and control center
- Replace existing dwarf signal with new full size signal mast, head, and LED signal lamps
- Replace the signal head on existing full-size signal with new signal head and LED signal
- Replace all the AFTAC track circuits with PSO track circuits to detect trains
- Replace the existing coupler cases with new, larger coupler case to accommodate PSO equipment
- Remove and replace the outdated KEPCO (PRR-12-77M) power supply with a new battery charger and battery bank
- Remove and replace all existing batteries
- A 1-ton mini split unit is preferred; however, an alternative may be required based on the size of the bungalow
- Convert welded impedance bond connections to bolted connections
- SATS test new software
- Coordinate the feasibility of Train to Wayside Control (TWC) functionality into the system

Phase 2

- **Yellowstone Interlocking**
 - **Total \$319,812**

Yellow Stone Interlocking Design

- Operations stakeholders have made a firm decision to retain the S2700/S2701 signals in their current configuration. Design for hardware and software as applicable to integrate with future bidirectional signaling to include the below upgrades Replace EC4 with new ElectroLogIXS
 - Replace VHLC with a single ElectroLogIXS unit
 - Update communication interface modules for ElectroLogIXS
 - Provide communication between the adjacent locations and control center
 - Replace four (4) existing 5F switch machines with new M23A switch machines
 - Replace the existing coupler cases with new, larger coupler case to accommodate PSO equipment
 - Replace existing LCP with new QuEST sQLCP soft panel
 - Add new switch heater covers
 - Replace all the AFTAC track circuits with PSO track circuits to detect trains
 - Replace the existing AFTAC couplers with PSO-type components
 - Update Vital and Non-Vital software for ElectroLogIXS
 - Remove and replace all existing batteries
 - Remove and replace all existing battery chargers
 - SATS test new software

- Host and attend progress meetings with UTA and other stakeholders

Phase 3

- **Ballpark Interlocking**
 - **Total \$306,958**
- **700 South Interlocking**
 - **Total \$227,335**

Ballpark Interlocking Design

- Design for hardware and software as applicable to include the below upgrades
 - Replace VHLC with a single ElectroLogIXS unit
 - Update Vital and Non-Vital software for ElectroLogIXS
 - Update communication interface modules for ElectroLogIXS
 - Provide communication between the adjacent locations and control center
 - Replace four (4) existing M23A switch machines with new M23A switch machines
 - Replace all the AFTAC track circuits with PSO track circuits to detect trains
 - Replace the existing couplers with PSO-type components
 - Replace the existing coupler cases with new, larger coupler cases to accommodate PSO equipment
 - Remove existing S1400/S1401 intermediate signal house
 - Reconfigure the fiber cable/path
 - Relocate pole lighting control unit and circuit from S1400/1401 house to Ballpark Interlocking
 - Remove existing S9783 switch case
 - Add new switch heater covers
 - Remove and replace all existing batteries
 - Remove and replace all existing battery chargers
 - Convert welded impedance bond connections to bolted connections
 - Replace existing A/C unit to an applicable air conditioning system (1-ton mini-split preferred)
 - SATS test new software

700 S Interlocking Design

- Design for hardware and software as applicable to include the below upgrades
 - Replace VHLC with a single ElectroLogIXS
 - Update Vital and Non-Vital software for ElectroLogIXS
 - Update communication interface modules for ElectroLogIXS
 - Provide communication between the adjacent locations and control center

- Replace four (4) existing H&K HWE61 switch machines with new CSV 24 switch machines
- Replace all the AFTAC track circuits with PSO track circuits to detect trains
- Replace the existing couplers and coupler cases with PSO-type components
- Replace Fast Trax switch heaters if necessary
- Remove and replace all existing batteries
- Remove and replace all existing battery chargers
- Replace impedance bond connections if needed
- SATS test new software
- Host and attend progress meetings with UTA and other stakeholders
- Coordinate the feasibility of Train to Wayside Control (TWC) functionality into the system
- Add applicable air conditioning system (1-ton mini-split preferred)

Deliverables

- A full list of planned submittals will be developed and agreed upon at execution of the Task Order.
 - Deliverables will include
 - IFR, IFC software
 - Location specific ElogIXS Application Logic
 - IFR, IFC drawings
 - Control lines (where applicable)
 - Location Plans
 - Crossing approach lines

Schedule

- A full schedule with planned deliverables will be developed and agreed upon at execution of the Task order.
- The schedule will be developed to accommodate the planned infrastructure construction seasons and match the phasing as follows
 - **Phase 1 – Beetdigger, Cushing A, Cushing B**
 - Design Work anticipated to be completed in the Summer of 2026 to accommodate procurement and Construction in the 2027 Summer Season
 - **Phase 2 – Yellowstone**
 - Design Work anticipated to be completed in the Summer of 2027 to accommodate procurement and Construction in the 2028 Summer Season
 - **Phase 3 – Ballpark, 700 South**
 - Design Work anticipated to be completed in the Summer of 2028 to accommodate procurement and Construction in the 2029 Summer Season

Clarifications



1. The design for 700 S will be based upon embedded track. If UTA determines they will implement direct fixation track, we will prepare an optional design upgrade to accommodate.

Assumptions

1. Existing Speeds printed on AIS Crossing Approach plans have been verified against project plan and profiles
2. Replace any affected EC4 units with ElectroLogIXS
3. ElectroLogIXS 9 slot chassis will be used
4. Trips for Cutovers 2 people for 4 days for individual Interlocking
5. Assume accurate and complete prints & CAD files to be provided by UTA
6. Comms to provide redlines on circuit plans to signal team. Signals CAD to update the minimal redlines required for comms updates
7. This estimate is based on the current vital point-to-point configuration not changing

Exclusions

1. There is no procurement or install or testing included in this scope of work.
2. Ruggedcom NMS updates
3. TWC Design is not included in this estimate
4. The following will be provided in the Procurement and Construction Task Orders and is not accounted for in this proposal.
 - a. Product submittals
 - b. Product Manuals
 - c. Training documents
 - d. New LCP Config files
 - e. New ethernet switch config files (where applicable)
 - f. Fiber Allocation Table Drawings
 - g. Communication interface module config files (where applicable)

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "J. LaFleur", is written over a light blue horizontal line.

Josh LaFleur
Project Manager
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS
Anthony Ortolani – RMSS
Shon Tulik – RMSS
Paul Rieger – RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

UTA - On Call
PTO 009a - Interlocking upgrades Design
Task Order Estimate Summary



6/5/2025

Administrative	\$	154,330.00
Design/Engineering	\$	1,218,879.00
Travel & Perdiem	\$	12,000.00
Other Costs and Fee	\$	283,124.00
Total:	\$	1,668,333.00

2025						2026											
J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D

Phase	Area	Location	Base Scope/BI-Dir	Type	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Notes
Phase 1 Base - 3 Interlockings - 1 Xing	Beetdigger	NEW 63+70 Beetdigger/9800 S	Base	Interlocking				1	1	1													Combine 9800S & Beetdiggers in new house
		Retire existing 9800 S	Base	Xing					1	1	1												Retire
		Retire existing Beetdiggers	Base	Interlocking						1	1	1	1										Retire
	Cushing B	198+47 Cushing A	Base	Interlocking							1	1	1	1	1	1	1	1					Interlocking Upgrade
	Cushing A	190+15 Cushing B	Base	Interlocking								1	1	1	1	1	1	1					Interlocking Upgrade
Phase 2 Base - 1 Interlockings - 1 Intermediate	I-80 (YRC) Yellowstone	600+00 I-80 (YRC) Yellowstone	Base	Interlocking								1	1	1	1	1							Interlocking Upgrade
		Update S2700/S2701	Base	Intermediate										1	1	1	1						EC4 to ELIXS
Phase 3 Base - 2 Interlocking - 1 Intermediate - 1 SW Case	Ballpark	679+64 Ballpark	Base	Interlocking												1	1	1	1	1			Interlocking Upgrade
		Retire IS S1400/S1401	Base	Intermediate													1	1	1				Retire
		Retire S9783 SW Case	Base	SW Case															1	1			Retire
	700 South	754+00 700 South	Base	Interlocking												1	1	1	1	1	1	1	Interlocking Upgrade

0 0 0 1 2 3 3 4 4 4 4 4 6 5 5 3 4 2 1 0



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Acting Chief Capital Services Officer
PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction

TITLE:

Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-009 - Interlocking Procurement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute task order No. 25-009 and associated disbursements on the On-call Infrastructure Maintenance contract in the amount of \$3,297,977 to procure 10 interlockings as part of the SGR program for replacement starting in 2026.

BACKGROUND:

In December 2023, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. were selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved contract 23-03811 with Stacy and Witbeck, Inc. on April 18, 2024. The contract is for three (3) years, plus two (2) one-year options, with a total 5-year not-to-exceed value of \$45,000,000.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements are needed to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality
 - Automobile cross-traffic ride quality
 - Potential stray current issues
-

DISCUSSION:

UTA Staff is requesting approval of Task Order 25-009 with Stacy Witbeck, Inc. to purchase 10 turnouts for various locations on the Trax corridor in the amount of \$3,297,977.

The scope of this request includes all time, labor, and other items needed to procure, inspect, and offload for all turnouts. By changing out crossovers, UTA extends the useful life, provides new rails, points, crossovers, and creates a smoother ride for passengers.

This Task Order has been determined to be within the scope of the Master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-25-009
Base Contract Effective Dates:	Base Contract: April 19, 2024 through December 31, 2027 Task Order: through December 31, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	\$18,264,248
Amendment Amount:	\$3,297,977
New/Total Contract Value:	\$21,562,225
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Worn turnouts would become unusable and unsafe, resulting in trains being unable to change from one track to another and possible delays.

FISCAL IMPACT:

The 2026 capital plan for SGR385 includes \$4,500,000 for UTA's rail infrastructure rehabilitations and replacements. This project is anticipated to occur in 2026 and covers procurement for these replacement projects. The planning and order fee of \$1,000 is starting in 2025 because these turn outs require a long lead time for ordering. We need to order now so that they are available for the work to be done in 2026.

These costs will be offset by using federal grant funds. These funds are part of UTA's yearly apportionment.

- 2025 Contract Total: \$1,000
- 2026 Contract Total: \$3,296,977

Contract Total: \$3,297,997

Total Master Task Ordering Agreement Not-to-Exceed Value: \$45,000,000

Total Master Task Order Agreement Remaining Balance: \$23,437,775

ATTACHMENTS:

- Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-009 - Interlocking Procurement (Stacy and Witbeck, Inc.)



Task Order Request #TO25-009 - Interlocking Procurement

Status	Open	Assignees	Jacob Wouden
Created Date	Jun 23, 2025	Issued Date	Jun 27, 2025
		Location	TO25-009 Interlocking Procurement

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name ("Contractor")	Stacy and Witbeck, Inc.	Contract Start Date	04/19/24
Account Code(s)	40-7385.63000.1010		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[TO25-009_TO_Contract.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/26	The Final Acceptance Date for this Task is	12/31/26
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$3,297,977.00
Independent Cost Estimate (ICE) link, if applicable	TO25-009_ICE.xlsx	This item is under UTA's simplified acquisition threshold (\$250,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	No

original contract rates

This item is greater Yes
than UTA's
simplified
acquisition
threshold
(\$250,000) and thus
requires an
Independent Cost
Estimate (ICE). I
have reviewed and
found the ICE
within the
appropriate range
for approval

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?	Yes	If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of
		Race Neutral

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:


Required Signatures Explanation	Project Manager \$0 - 24,999 Legal Review \$10k or greater Dir. of Capital Projects \$25k - 74,999 Chief Service Dev. Ofcr. \$75k - 199,999 Executive Director \$200,000+ Procurement/Contracts (for all)
---------------------------------	--

Signature (Legal)

DocuSigned by:
By: 
70E33A415BA44F6
Name: Mike Bell
Date: 7/7/2025


PM Approval The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

DocuSigned by:
By: 
D5E0DB8278A44C4...
Name: Jacob Wouden
Date: 6/27/2025

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

Signed by:
By: 
91ABD751A0BD4BE...

Name: Jared Scarbrough
Date: 7/6/2025

Signature
(Procurement)

By: _____
Name: _____
Date: _____

Signature (Chief
Service
Development
Officer)

By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature
(Executive Director)

By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature
(Contractor)

By:  _____
Name: Collin Christensen
Date: 7/7/2025

STACYWITBECK

June 17, 2025

On Call Services

Mr. Jacob Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 25-627 - Interlocking Procurement

Dear Jake:

We are pleased to provide the attached cost estimate to procure the required special trackwork for Beetdigger Interlocking, Cushing Interlocking, Lovendahl Interlocking, Yellowstone Interlocking, and Ballpark Interlocking. Proposal also includes travel expenses to visit Nortrak's facility.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$59,766.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable. Includes time for SWI quality manager to perform material receiving certification as materials arrive.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$6,381.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

Bid Item 6000 – Procure Beetdigger Crossovers – 1 EA – Total of \$738,659.00 – This bid item includes the cost to purchase 2 EA #10 Single Crossovers from Nortrak for Beetdigger Interlocking. The special trackwork includes 2 EA full single crossovers with new concrete ties. Switch machines are excluded from this proposal and will be provided by others. The trackwork will be shipped via multiple truck loads to Salt Lake City. This bid item also includes time for Stacy and Witbeck crews to unload and safely store the materials.

Bid Item 6500 – Procure Cushing Crossover – 1 EA – Total of \$381,777.00 – This bid item includes the cost to purchase 1 EA #10 Single Crossover from Nortrak for Cushing Interlocking. The special trackwork includes 1 EA full single crossover with new concrete ties. Switch machines are excluded from this proposal and will be provided by others. The trackwork will be shipped via multiple truck loads to Salt Lake City. This bid item also includes time for Stacy and Witbeck crews to unload and safely store the materials.

Bid Item 7000 – Procure Lovendahl Crossover – 1 EA – Total of \$392,227.00 – This bid item includes the cost to purchase 1 EA #10 Single Crossover from Nortrak for Lovendahl Interlocking. The special trackwork includes 1 EA full single crossover with new concrete ties. Switch machines are excluded from this proposal and will be provided by others. The trackwork will be shipped via multiple truck loads to Salt Lake City. This bid item also includes time for Stacy and Witbeck crews to unload and safely store the materials.

Bid Item 7500 – Procure Yellowstone Crossovers – 1 EA – Total of \$723,581.00 – This bid item includes the cost to purchase 2 EA #10 Single Crossovers from Nortrak for Yellowstone Interlocking. The special trackwork includes 2 EA full single crossovers with new concrete ties. Switch machines are excluded from this proposal and will be provided by others. The trackwork will be shipped via multiple truck loads to Salt Lake City. This bid item also includes time for Stacy and Witbeck crews to unload and safely store the materials.

Bid Item 8000 – Procure Ballpark Crossovers – 1 EA – Total of \$717,560.00 – This bid item includes the cost to purchase 2 EA #10 Single Crossovers from Nortrak for Ballpark Interlocking. The special trackwork includes 2 EA full single crossovers with new concrete ties. Switch machines are excluded from this proposal and will be provided by others. The trackwork will be shipped via multiple truck loads to Salt Lake City. This bid item also includes time for Stacy and Witbeck crews to unload and safely store the materials.

Bid Item 8500 – Laydown Inspection of Special Trackwork – 5 EA – Total of \$47,935.00 – This bid item includes the cost to purchase flights, rental cars, hotels, and meals for 3 EA SWI managers to travel on 5 separate occasions to inspect the track work at Nortrak’s facility.

STACYWITBECK

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$230,091.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$3,297,977.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

06/17/202513:14

25-627Interlocking Procurement

*** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	59,766.00	59,766.00
2000	Safety Program & Administration	1.000	LS	6,381.00	6,381.00
6000	Procure Beetdigger Crossovers	1.000	EA	738,659.00	738,659.00
6500	Procure Cushing Crossover	1.000	EA	381,777.00	381,777.00
7000	Procure Lovendahl Crossover	1.000	EA	392,227.00	392,227.00
7500	Procure Yellowstone Crossovers	1.000	EA	723,581.00	723,581.00
8000	Procure Ballpark Crossovers	1.000	EA	717,560.00	717,560.00
8500	Laydown Inspection of Special Trackwork	5.000	EA	9,587.00	47,935.00
Subtotal					\$3,067,886.00
100000	Fee (7.5%)	1.000	LS	230,091.00	230,091.00
Bid Total					\$3,297,977.00



voestalpine Railway Systems Nortrak LLC

1740 Pacific Avenue
Cheyenne, Wyoming, USA 82007
T. 307-778-8700
F. 307-778-8777
www.voestalpine.com/nortrak

Date: 6/6/25

Customer: Stacy Witbeck

Contact: Cort Beesley

Email: cbeesley@stacywitbeck.com

Phone:

Quote No: DP2026-071

Project: #10 Crossovers

Sales Contact: Dan Pauli

Email: Dan.Pauli@voestalpine.com

Phone: 307.421.2750

Dear Cort Beesley,

Please see our quote below for these crossovers on concrete ties. These crossovers do include the IJs and the longer tails at the ends for weld in at installation.

Qty	Description	Unit Price	Ext Price
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST TC 18' Beetdigger North	\$324,256	\$324,256
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST 22'1" & 18'6" Beetdigger South	\$328,434	\$328,434
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST 23'8" and 24'7.5" Cushing	\$337,635	\$337,635
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST 25'6" Lovendahl	\$347,113	\$347,113
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST 18' & 18'1" Yellowstone North	\$320,205	\$320,205
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST TC 18' Yellowstone South	\$318,809	\$318,809
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST TC 18' Ballpark North	\$316,776	\$316,776
1	Single Crossover No.10 Power 115RE SPR EDH Other 19'6" Samson Insulated Concrete Ties/HST Pre-plated Complete with HST TC 18' Ballpark South	\$316,776	\$316,776

CONDITIONS OF ACCEPTANCE:

1. Quotation Term:

- 1.1 Pricing given in this quotation is firm for 30 days.
- 1.2 This quote is Buy America compliant.
- 1.3 Quote is based on the attached Terms & Conditions
- 1.4 Pricing is based on scope of work being ordered. If quantities or items change then price and lead time are subject to change.
- 1.5 Price does not include the cost of a supply bond. If a supply bond is needed then we can obtain one at the expense of the customer. We do not issue payment bonds.
- 1.6 This quotation does not take into account any Liquidated Damages that the customer may have agreed to with the End User.

2. Payment Terms:

- 2.1 Net 30 days from receipt of Invoice. Subject to credit approval at time of order.

3. Taxes, Duties, Tariffs:

voestalpine

ONE STEP AHEAD.

3.1 Price quoted **does not** include any taxes, duties or tariffs. These will be added at time of invoicing, at the current rate, if applicable.

4. Delivery:

4.1 Lead time: 180-250 days from receipt of order

4.2 Final delivery will be confirmed at time order is placed.

5. Freight:

5.1. Freight is FOB Salt Lake City, UT. Unloading is not included.

6. Specifications:

7. Inspections:

7.1 Nortrak is not hiring any 3rd party testing agencies or inspectors. All QA will be per Nortrak's current Quality Assurance manual and practice using internal certified employees.

7.2 Standard Nortrak ITP

We appreciate the opportunity to bid on this project. If you have any questions or need more information please give me a call.

Sincerely:

voestalpine Railway Systems Nortrak LLC



Dan Pauli
Regional Sales Manager

Enc: Nortrak Terms & Conditions

Budget Year	TO #	Stacy Proposal Title	Proposal #	Cost	Change Order	Project Budget Allocation	Running Contract Total	Board Approval (if, appl.)	Subledger	Account number	Est Completion Date	Notes
2024	24-015	3900 S Grade Crossing	24-614	\$ 392,230.00	\$ -	\$ -	\$ 392,230.00	6/12/2024	SGR393	40-7393.63000.1002		
2024	24-012	100 E American Fork Frontrunner Grade Crossing	24-606	\$ 132,528.00	\$ -	\$ 132,528.00	\$ 524,758.00	N/A	SGR393	40-7393.63000.1002		
2024	24-022	1700 S Grade Crossing	24-616	\$ 332,276.00	\$ -	\$ 332,276.00	\$ 857,034.00	6/26/2024	SGR393	40-7393.63000.1002		
2024	24-023	1300 S Grade Crossing	24-617	\$ 273,834.00	\$ -	\$ 273,834.00	\$ 1,130,868.00	EXP 7/10/24	SGR393	40-7393.63000.1002		
2024	24-042	July-Dec Pre-Construction Fees	Letter 1	\$ 299,520.00	\$ -	\$ 299,520.00	\$ 1,430,388.00	7/31/2024	SGR385	40-7385.63000.1010		
2024	24-618	300 W Grade Crossing	24-618	\$ 324,236.00	\$ -	\$ 324,236.00	\$ 1,754,624.00	7/31/2024	SGR393	40-7393.63000.1002		
2024	24-039	Library Station Trackboxes	24-631	\$ 117,159.00	\$ -	\$ 117,159.00	\$ 1,871,783.00	N/A	SGR385	40-7385.63000.1010		
2024	24-029	Rambutan Crossing Foam Injection	24-629	\$ 27,783.00	\$ -	\$ 27,783.00	\$ 1,899,566.00	N/A	SGR385	40-7385.63000.1010		
2024	24-036	Garfield tie and ballast replacement	24-608	\$ 270,703.00	\$ -	\$ 270,703.00	\$ 2,170,269.00	8/14/2024	SGR401	40-7401.63000.1011		
2024	24-025	Parkway Ave Grade Crossing	24-620	\$ 309,677.00	\$ -	\$ 309,677.00	\$ 2,479,946.00	8/14/2024	SGR393	40-7393.63000.1002		
2024	24-026	9400 S Grade Crossing	24-621	\$ 353,051.00	\$ -	\$ 353,051.00	\$ 2,832,997.00	8/14/2024	SGR393	40-7393.63000.1002		
2024	24-046	Union Interlocking Trackwork Install	24-619	\$ 246,686.00	\$ -	\$ 246,686.00	\$ 3,079,683.00	8/14/2024	SGR385	40-7385.63000.1010		
2024	24-043	Rambutan Way Foam Stabilization	24-629	\$ 27,783.00	\$ -	\$ 27,783.00	\$ 3,107,466.00	N/A	SGR385	40-7385.63000.1010		
2024	24-052	3300/3500 S. Bus Stops	24-636	\$ 890,433.00	\$ -	\$ 890,433.00	\$ 3,997,899.00	9/11/2024	MSP207	40-3207.63000.2001		
2024	24-019	2320-019 Main Street FR Grade Crossing	24-628	\$ 181,323.00	\$ -	\$ 181,323.00	\$ 4,179,222.00	N/A	SGR393	40-7393.63000.1002		
2024	24-020	5900 S Frontrunner Grade Crossing	24-615	\$ 120,978.00	\$ -	\$ 120,978.00	\$ 4,300,200.00	N/A	SGR393	40-7393.63000.1002		
2024	24-045	Center Street NSL FR Crossing	24-634	\$ 140,296.00	\$ -	\$ 140,296.00	\$ 4,440,496.00	N/A	SGR385	40-7385.63000.1010		
2024	24-035	Welby Canal Repair	24-625	\$ 64,243.00	\$ -	\$ 64,243.00	\$ 4,504,739.00	N/A	SGR385	40-7385.63000.1010		
2024	24-028	Front Runner Tamping Q4	Agreed Rates for Tamping	\$ 199,000.00	\$ -	\$ 199,000.00	\$ 4,703,739.00	N/A	SGR385	40-7385.63000.1010		
2024	24-029	Trax Tamping	Agreed Rates for Tamping	\$ 199,000.00	\$ -	\$ 199,000.00	\$ 4,902,739.00	N/A	SGR385	40-7385.63000.1010		
2024	23-129	Rio Grand OCS Pole Relocation	24-610	\$ 41,307.00	\$ -	\$ 41,307.00	\$ 4,944,046.00	N/A	SGR385	40-7385.63000.1010		
2025	25-004	2025 Frontrunner Tamping	25-601	\$ 800,000.00	\$ -	\$ 800,000.00	\$ 5,744,046.00	1/15/2025	SGR385	40-7385.63000.1010		
2024	24-047	Centerville Frog Repair	24-635	\$ 48,103.00	\$ -	\$ 48,103.00	\$ 5,792,149.00	N/A	SGR385	40-7385.63000.1010		
2024	24-040	JRRSC Fire Line Repair	24-632	\$ 192,978.00	\$ -	\$ 192,978.00	\$ 5,985,127.00	N/A	SGR393	40-7393.63000.1002		
2024	24-050	Midvale Freight Yard Deraiment	24-637	\$ 129,068.00	\$ -	\$ 129,068.00	\$ 6,114,195.00	N/A	SGR385	40-7385.63000.1010		
2024	24-051	Power Station Water Line Repair	24-632	\$ 40,153.00	\$ -	\$ 40,153.00	\$ 6,154,348.00	N/A	SGR385	40-7385.63000.1010		
2025	25-001	Project Management Fees	Letter 02 - PM Fees	\$ 626,080.00	\$ -	\$ 626,080.00	\$ 6,780,428.00	2/28/2025	SGR385	40-7385.63000.1010		
2025	25-007	9800 S Concrete	25-602	\$ 35,807.00	\$ -	\$ 35,807.00	\$ 6,816,235.00	N/A	SGR403	40-7403.68000.8003		
2025	24-049	Midvale Concrete Pad and Stairs	24-639	\$ 37,478.00	\$ -	\$ 37,478.00	\$ 6,853,713.00	N/A	SGR385	40-7385.63000.1010		
2025	24-048	IJ Replacement	25-603	\$ 198,594.00	\$ -	\$ 198,594.00	\$ 7,052,307.00	N/A	SGR385	20-7385.63000.1011		
2025	24-054	Dry Creek Siding	24-643	\$ 63,989.00	\$ -	\$ 63,989.00	\$ 7,116,296.00	N/A	SGR385	20-7385.63000.1011		
2025	24-059	450 E OTM	25-606	\$ 155,900.00	\$ -	\$ 155,900.00	\$ 7,272,196.00	N/A	SGR385	20-7385.63000.1010		
2025	24-056	Midvale Yard Asphalt Crossing	25-604	\$ 32,542.00	\$ -	\$ 32,542.00	\$ 7,304,738.00	N/A	SGR393	40-7393.63000.1002		
2025	24-057	Daybreak Station Conduit Run	25-607	\$ 35,085.00	\$ -	\$ 35,085.00	\$ 7,339,823.00	N/A	MSP300	40-3300.63000.2001		
2025	24-058	Crossing Plowable End Change	25-605	\$ 53,641.00	\$ -	\$ 53,641.00	\$ 7,393,464.00	N/A	SGR393	40-7393.63000.1002		
2025	25-001	Bus Stops 8 & 31	24-636	\$ 66,711.00	\$ -	\$ 66,711.00	\$ 7,460,175.00	N/A	MSP207	40-3207.63000.2001		
2025	25-006	5th South Grade Crossing	25-610	\$ 569,173.00	\$ -	\$ 569,173.00	\$ 8,029,348.00	3/27/2025	SGR393	20-7393.63000.1002		
2025	25-021	SGR OTM and Rail Buy	25-614	\$ 1,045,584.00	\$ -	\$ 1,045,584.00	\$ 9,074,932.00	4/9/2025	SGR393	20-7393.63000.1002		
2025	25-003	Rice Interlocking Construction	25-611	\$ 2,457,496.00	\$ -	\$ 2,457,496.00	\$ 11,532,428.00	4/9/2025	SGR385	20-7385.63000.1010		
2025	25-002	450 E Interlocking Construction	25-612	\$ 4,073,652.00	\$ -	\$ 4,073,652.00	\$ 15,606,080.00	4/23/2025	SGR385	20-7385.63000.1010		
2025	25-015	9400 to 9800 S Destressing	25-615	\$ 162,500.00	\$ -	\$ 162,500.00	\$ 15,768,580.00	N/A	SGR385	20-7385.63000.1011		
2025	25-016	2nd South to 6th West Rail Transpose/Destress	25-616	\$ 193,039.00	\$ -	\$ 193,039.00	\$ 15,961,619.00	N/A	SGR385	20-7385.63000.1011		
2025	25-017	600 W to North Temple Rail Replacement/Destress	25-617	\$ 179,517.00	\$ -	\$ 179,517.00	\$ 16,141,136.00	N/A	SGR385	20-7385.63000.1011		
2025	25-030	CWR welding and rail distribution	25-618	\$ 197,850.00	\$ -	\$ 197,850.00	\$ 16,338,986.00	N/A	SGR385	20-7385.63000.1011		
2025	25-025	MB7 Concrete Sidewalk	25-619 R1	\$ 49,788.00	\$ -	\$ 49,788.00	\$ 16,388,774.00	N/A	FMA679	40-1679.63000.3001		
2025	25-027	FLHQ Sidewalk	25-620	\$ 49,429.00	\$ -	\$ 49,429.00	\$ 16,438,203.00	N/A	FMA679	40-1679.63000.3001		
2025	25-014	U line Welded to Bolted Connections	25-621	\$ 652,168.00	\$ -	\$ 652,168.00	\$ 17,090,371.00	5/14/2025	SGR404	40-7404.68000.8003 (\$92,629.00) 40-7404.68000.8007 (\$11,733.00) 40-7404.63000.1010 (\$547,806.00) 40-7404.68000.8003 (\$29,839.00) 40-7404.68000.8007 (\$5,318.00) 40-7404.63000.1010 (\$93,118.00)		
2025	25-032	Track Boxes by 5th South	25-622	\$ 128,275.00	\$ -	\$ 127,275.00	\$ 17,217,646.00	N/A	SGR404			
2025	25-033	Bountiful to Farmington Bus Stops (4)	25-623-R1	\$ 118,153.00	\$ -	\$ 118,153.00	\$ 17,335,799.00	N/A	MSP156	40-3156.63000.2001		
2025	24-018	5900 S Trax Grade Crossing R1	24-613-R1	\$ 351,826.00	\$ -	\$ 351,826.00	\$ 17,687,625.00	6/11/2025	SGR393	40-7393.63000.1002		
2025	24-027	9000 S Grade Crossing R1	24-622-R1	\$ 533,082.00	\$ -	\$ 533,082.00	\$ 18,220,707.00	6/11/2025	SGR393	40-7393.63000.1002		
2025	25-031	South Temple Vault Repair	25-625	\$ 43,541.00	\$ -	\$ 43,541.00	\$ 18,264,248.00	N/A	SGR385	40-7385.63000.1010		
2026	25-009	Interlocking Procurement	25-627	\$3,297,977.00	\$ -	\$ 3,297,977.00	\$ 21,562,225.00	7/23/2025	SGR385	40-7385.63000.1010		
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Project: SGR385 Rail Replacement Project
2264 S 900 W,
south Salt Lake, Utah 84119

UTA Scope #25-009 - Interlocking Procurement

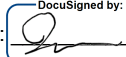
Status	Open	Assignees	Courtney Beesley, Collin Christensen
Created Date	Jan 9, 2025	Issued Date	Jan 9, 2025
		Location	TO25-009 Interlocking Procurement

Attachments

OFFICIAL CORRESPONDENCE

		Contractor Name ("Contractor")	Stacy and Witbeck, Inc.
Contract No	23-03811VW	TASK ORDER NO#	25-009
TASK ORDER NAME	Interlocking Procurement	Type of Estimate	Lump Sum
		The hours will be accrued from	
UTA Scope Letter	To whom it may concern, This document describes the scope of work that is being requested for the following task within the contract:		
Contact UTA Scope	Please contact the Project Manager via email if you have any questions:		
Services Provided	Procure the following ballasted turnouts. Price shall also include delivery and handling fees along with price for inspection trips with UTA staff. <ul style="list-style-type: none">• Yellowstone (2)(Both NB to SB and SB to NB)• Cushing SB to NB• Beet Digger• Ballpark (2)(Both NB to SB and SB to NB)• Lovendahl		

Signature (Project Manager)

By: 
D5E0DB8279A44C4...
Name: Jacob Wouden
Date: 6/27/2025



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough - Acting Chief Capital Service Officer
PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction

TITLE:

Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-023 - Fireclay Ave. TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Task Order no. 25-023 and associated disbursements on the on-call infrastructure maintenance task ordering contact with Stacy and Witbeck, Inc. in the amount of \$283,745 to replace the grade crossing located at Fireclay Ave. on the North/South TRAX line in Murray.

BACKGROUND:

In December 2023, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Proposals were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the master task ordering agreement (MTOA) with Stacy and Witbeck Inc. on April 18, 2024. The MTOA is for three years, plus two one-year options, with a total 5-year not-to-exceed value of \$45,000,000.

UTA's rail infrastructure is at an age where rehabilitations and replacements are needed to maintain the infrastructure in a state of good repair. This task order will not only replace the grade crossing but will fix damaged rail. This project addresses three concerns:

- Passenger ride quality
- Automobile cross-traffic ride quality
- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 25-023 with Stacy Witbeck, Inc. to complete the removal and replacement of the Fireclay Grade Crossing (approximately 4100 South) on the North/South TRAX line in the amount of \$283,745.

The scope of this request includes all time, labor, and other items needed to remove exiting crossing and replace it with embedded trackwork.

By embedding the crossing, we extend the useful life, provide new rail, and create a smoother ride for both passengers and drivers. We will also be repairing two other rail break locations located within the project limits. This Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-25-023
Base Contract Effective Dates:	MTOA: April 19, 2024 through December 31, 2027 Task Order: Through December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	\$21,562,225
Amendment Amount:	\$283,745
New/Total Contract Value:	\$21,845,970
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Not replacing the crossing and repairing damaged rail would lead to more damage to the train wheels.

FISCAL IMPACT:

The 2025 approved budget for SGR393 includes \$5,500,00 for UTA's Grade Crossing rehabilitations and replacements. This project is anticipated to occur in 2025 and covers procurement for these replacement projects.

These costs will be offset by using federal grant funds. These funds are part of UTA's yearly apportionment.

- 2025 Contract Total: \$2,869,593

Total Master Task Ordering Agreement Not-to-Exceed Value: \$45,000,000

Total Master Task Order Agreement Remaining Balance: \$23,154,030

ATTACHMENTS:

- Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-023 - Fireclay Trax Grade Crossing Replacement (Stacy and Witbeck, Inc.)



Task Order Request #TO25-023 - Fireclay Ave Grade Crossing

Status	Open	Assignees	Jacob Wouden
Created Date	Jul 11, 2025	Issued Date	Jul 11, 2025
		Location	25-023 Fireclay Ave Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name ("Contractor")	Stacy and Witbeck, Inc.	Contract Start Date	04/19/24
Account Code(s)	40-7393.63000.1002		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[25-629- Fireclay Ave. Embedded Track Crossing - Scope Letter and Price Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/25	The Final Acceptance Date for this Task is	07/31/25
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$283,745.00
Independent Cost Estimate (ICE) link, if applicable	TO25-023_ICE.xlsx	This item is under UTA's simplified acquisition threshold (\$250,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	N/A

original contract
rates

This item is greater Yes
than UTA's
simplified
acquisition
threshold
(\$250,000) and thus
requires an
Independent Cost
Estimate (ICE). I
have reviewed and
found the ICE
within the
appropriate range
for approval

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? Yes

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of 1%

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation
Project Manager \$0 - 24,999
Legal Review \$10k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal)

DocuSigned by:
By: Mike Bell
70E33A415BA44F6
Name: Mike Bell
Date: 7/14/2025

PM Approval

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

DocuSigned by:
By: Jacob Wouden
D5E0DB8278A44C4...
Name: Jacob Wouden
Date: 7/11/2025

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

Signed by:
By: [Signature]
91ABD751A0BD4BE...

Name: Jared Scarbrough
Date: 7/12/2025


Signature (Procurement)
By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)
By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director)
By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)
By:  _____
Name: Collin Christensen
Date: 7/15/2025

STACYWITBECK

July 9, 2025

On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-629 – Fireclay Ave. Embedded Grade Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Fireclay Ave on the Blue/Red Line with 150 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in effect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OCS power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$24,272.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,237.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$3,520.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$5,769.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$9,041.00.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$7,065.00 – This bid item includes the cost to provide traffic and pedestrian control required to perform the work.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,475.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Fireclay Ave. Embedded Crossing – 150 TF - Total \$200,100.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 115 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 480 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

- Item 7070 – Thermite Welding - Includes 12 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 150 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.

Bid Item 8000 – Rail Salvage Credit – 6 TN – (\$200/TN) – Total (\$1,200.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total \$8,670.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$19,796.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$283,745.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

07/09/2025
25-629
*** Gomez, Miguel

10:41
Fireclay Ave. Embedded Grade Crossing
BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	24,272.00	24,272.00
1100	Permits & Regulatory Approvals	1.000	LS	2,237.00	2,237.00
2000	Safety Program & Administration	1.000	LS	3,520.00	3,520.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,769.00	5,769.00
3000	QC Program & Testing	1.000	LS	9,041.00	9,041.00
5000	Traffic & Pedestrian Control	1.000	LS	7,065.00	7,065.00
6000	Construction Survey/Layout	1.000	LS	4,475.00	4,475.00
7000	Fireclay Ave. Embedded Crossing	150.000	TF	1,334.00	200,100.00
8000	Rail Salvage Credit	6.000	TN	-200.00	-1,200.00
10000	Mobilization	1.000	LS	8,670.00	8,670.00
Subtotal					\$263,949.00
100000	Fee (7.5%)	1.000	LS	19,796.00	19,796.00
Bid Total					=====> \$283,745.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

- **Financial Auditing Firm for 2026-2030 Financial Audits**
- **Private Transportation Provider for UTA's Mobility Zones**

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:

- ***Financial Auditing Firm for 2026-2030 Financial Audits***

The Accounting department is seeking to contract with a firm to complete financial audits and year-end reports. The selected firm will perform an audit of UTA's financial system, internal controls, and UTA's Pension program to ensure compliance with all State and Federal regulations. They will also compile and format the Annual Comprehensive Financial Report (ACFR) including assistance with final preparation of the financial statements.

This procurement will be conducted as a Request for Proposal (RFP), where technical criteria will be valued

and scored in addition to 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 Accounting Operating Budget. (Req 15539, PM Rob Lamph).

- ***Private Transportation Provider for UTA's Mobility Zones***

The Innovative Mobility Services Department is seeking to contract with a private transportation provider to support UTA's mobility zones. All services will be ADA-accessible and managed through a single, UTA-branded app that integrates with our preferred trip planner, Transit App. This platform will enable a range of solutions, from Transportation as a Service, including micro-transit, TNC trips, low-ridership buses, and flexible holiday operations to software and consulting services.

This procurement will be conducted as a Request for Proposal (RFP), where technical criteria will be evaluated and scored in addition to price. The term of this procurement is a base term of 5-years, with two 1-year options for extension. Funding for this project is included in the IMS Operation Budget 6650.50353. (#177611, PMs-Hal Johnson and Shaina Quinn)

ATTACHMENTS:

N/A



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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 (University of Utah)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to enter into an Education Pass Agreement with the University of Utah.

BACKGROUND:

The University of Utah (the University) and Utah Transit Authority (UTA) have historically partnered to provide the institution's authorized users with a UTA transit pass. In 2022, the University and UTA entered an Education Pass Agreement wherein the school provided students, faculty, and staff with a premium transit pass that is valid on all UTA services except for Paratransit and Ski services. This contract is set to expire on July 31, 2025.

Historically, authorized users have been required to tap their student identification card, the U Card, on UTA validators at the beginning and end of each trip. In the 2024-2025 school year, the University introduced a new identification card on the mobile phone. Currently, UTA fare equipment is unable to recognize taps using a mobile phone. Authorized users that were issued a U Card in previous school years are still required to tap their U Card. The newly enrolled students, such as the Freshman were permitted to utilize their mobile identification as a "flash pass" instead of tapping on UTA system validators. In the 2025-2026 school year, mobile identification cards will continue to be used for the same students, and new incoming students. UTA is engaged in a fare collection replacement project which intends to allow authorized users capabilities to tap with their mobile phones.

DISCUSSION:

In the spirit of partnership, staff recommend the University and UTA sign a three (3) year Education Pass Agreement. The new contract term will be August 1, 2025, through July 31, 2028. This agreement will give all students, faculty, and staff (62,000 people) access to premium transit.

The value of this contract, \$12,380,314, 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:	The University of Utah
Contract Number:	25-F28282
Base Contract Effective Dates:	August 1, 2025 through July 31, 2028
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$12,380,314
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement with the University and forego contract revenue.

FISCAL IMPACT:

Total revenue of \$12,380,314 over three (3) years.

- 2025-26 Contract Total: \$3,888,778
- 2026-27 Contract Total: \$4,122,105
- 2027-28 Contract Total: \$4,369,431

Contract Total: \$12,380,314

ATTACHMENTS:

- Fare Agreement: Education Pass (University of Utah)

UTA Contract Number: 25-F28282

EDUCATION PASS AGREEMENT THE UNIVERSITY OF UTAH

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2025 (the "Effective Date") by and between **THE UNIVERSITY OF UTAH**, a body politic and corporate of the State of Utah and a public institution of higher education whose address is 201 South President's Circle, Salt Lake City, Utah 84112, (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 education institution 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, 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," "B," and "C" 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 period from August 1 through July 31 of any school year during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card or credential 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, which are as follows:
 - a. Bus – Tap as you board. Tap as you exit.
 - b. TRAX – Tap as you enter the platform. Tap again as you leave the platform
 - c. FrontRunner – Tap as you enter the platform. Tap as you leave the platform
5. 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.
6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus and FrontRunner commuter rail routes.

TERMS AND CONDITIONS

- 1) **TERM OF AGREEMENT.** The term of this Agreement shall be from the Effective Date to July 31, 2028.
- 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 that the recipient qualifies as an Authorized User and record the recipient's name and corresponding Pass number.
- 3) **FORM OF PASS.** Sponsor shall issue electronic fare cards embedded 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 or approved by UTA. UTA acknowledges that Sponsor is transitioning to a digital credential for its Authorized Users. UTA will accept the digital credential as a flash pass until an alternative solution can be implemented.
- 4) **AUTHORIZED USERS.** The number of Passes provided under this Agreement shall be 62,000, which represents 100% of Sponsor's students enrolled in classes, and 100% of faculty and staff employed by Sponsor. In the event if the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this Agreement.
- 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

- 7) **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. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.
- 8) **PAYMENT FOR PASSES.**
 - a. In consideration of the obligations each party has 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 shall invoice Sponsor for the second installment 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 that remain unpaid after 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 as the form of payment.
- 9) **CONFISCATION OF PASSES AND UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a non-digital, physical Pass at any time (without notice to 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 a Pass in any unauthorized way. UTA shall not pursue any claims or suits against Sponsor for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) 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

Sponsor or its authorized representatives, or a Pass has been given knowingly by Sponsor or its authorized representatives to non-eligible persons.

- 10) **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. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or rights available to them under applicable law, and both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 11) **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, in its sole discretion, may terminate this Agreement 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 that is more than the prorated Base Purchase Price will be refunded by UTA to Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to 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.
- 12) **OTHER INTERESTS.** No person not a party to this Agreement shall have any rights or entitlement of any nature under it.
- 13) **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.
- 14) **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.
- 15) **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

By: _____ Date: _____

Name: Jay Fox

Title: Executive Director

ADMINISTRATOR

By:  _____ Date: 7/3/25

Name: Jeff Labrum

Title: Chief Operating Officer

By: _____ Date: _____

Name: Viola Miller


Title: Chief Financial Officer

By:  _____ Date: 7/3/2025

Name: Collin Simmons

Title: Executive Director Auxiliary Services

Approved as to Form

By:  _____ Date: 7/7/2025
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Name: Mike Bell

Title: UTA Legal Counsel

EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price X \$1.07	Total Ridership*
1	2025-26	\$ 3,888,778	3,634,372
2	2026-27	\$ 4,122,105	3,852,435
3	2027-28	\$ 4,369,431	4,083,581
		\$ 12,380,314	*Estimated

Fare Recognition Level:



**Local
Premium**

UTA and University acknowledge that total ridership for years 1-3 are based on an estimation model that was agreed upon by both parties. These numbers will be tracked throughout the term of this agreement. Actual ridership will be compared with estimations for future contracts.

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/credentials 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 Passes and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Ensure the recipient's name is on the Pass to associate the recipient with the Pass
- Ensure recipient understands the cardholder rules
<https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules>
- Record the recipient name and the Pass number issued to them (see record keeping below)

RECORD KEEPING

Sponsor is required to maintain the following Pass issuance records:

- The Pass number of each issued Pass, including replacement Passes, and the corresponding person issued such pass

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.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Sponsor 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.

PASS REPLACEMENTS

Electronic Passes are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. The preferred method for Pass 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 Web Site User Guide provided during training.

TAPPING

Sponsor is responsible for ensuring that Pass recipients 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.

PASS CARE

It is important to protect the Passes from damage. The Pass will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the Pass that could damage it. For the Pass to be read properly on electronic card readers do not have your Pass against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the Pass signal causing the Pass not to be read or to be read improperly.

EXHIBIT "C"

PASS PROGRAM SETUP

Contract Administrator		
Name:		
Email:		Phone:

Billing Contact	
Name:	
Email:	Phone:
Preferred Invoice Method (check 1):	
<input type="checkbox"/> Email	Email:
<input type="checkbox"/> Mail	Attn:
	Street:
	City/State: _____
	Zip: _____

Transit Coordinator		
Name:		
Email:		Phone:
Transit Coordinator		
Name:		
Email:		Phone:
Transit Coordinator		
Name:		
Email:		Phone:
Transit Coordinator		
Name:		
Email:		Phone:

**Additional Coordinators may be submitted separately to passprograms@rideuta.com



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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

TITLE:

Fare Agreement: Special Events Agreement (University of Utah)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract with the University of Utah for a Special Events Agreement.

BACKGROUND:

The University of Utah (U of U) and Utah Transit Authority (UTA) are longstanding partners providing ticket-as-fare to the U of U's events. The partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid services include: Bus, TRAX, FrontRunner, Streetcar, BRT and Microtransit. Paratransit eligibility applies. The current agreement expires on August 31, 2025, and both parties desire to continue the partnership.

DISCUSSION:

Staff recommend continuing to partner with the U of U and enter a three (3) year Special Events Agreement. The price for the (3) three-year contract is \$1,060,500. The U of U may add additional events not listed in the contract using a pricing schedule based on actual tickets sold as reported by the U of U. The pricing is calculated based on a standard formula which uses historical trip data obtained from the automated passenger counter system. The trip count from historical data, and other variables such as event location and time of day, are used to forecast trips for the event. The fare rate (\$3.75 group pass rate) is multiplied by the forecasted trips.

CONTRACT SUMMARY:

Contractor Name:	University of Utah
Contract Number:	25-F28295
Base Contract Effective Dates:	September 1, 2025 - August 31, 2028
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$1,060,500
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement and forego revenue

FISCAL IMPACT:

Total revenue of \$1,060,500 over a three-year period with annual revenue as follows:

- 2025-26 Base Contract Total: \$341,000
- 2026-27 Base Contract Total: \$378,500
- 2027-28 Base Contract Total: \$341,000

Contract Total: \$1,060,500

Year 2 pricing is higher because of an additional football game.

ATTACHMENTS:

- Fare Agreement: Special Events Agreement (University of Utah)

UTA Contract No. 25-F28295

SPECIAL EVENTS PASS AGREEMENT
Tickets for Transit
University of Utah

This Special Events Pass Agreement ("Agreement") is entered into as of the 1st day of September 2025, by and between the University of Utah, a body politic and corporate of the State of Utah ("Sponsor"), and Utah Transit Authority ("UTA"), a public transit district organized under the laws of the State of Utah. Sponsor and UTA, hereafter may collectively be referred to as the "Parties."

RECITALS

WHEREAS, The Sponsor holds on-campus events from time to time; and

WHEREAS, The Sponsor desires to purchase transit passes for individuals attending certain pre-defined events using UTA's transit system; and

WHEREAS, the parties desire to establish a three (3) year special events program whereby UTA recognizes Sponsor's special event tickets as fare on its transit system pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

- 1) The term "**Base Service**" means public transit service as produced in UTA's ordinary operations and published at www.rideuta.com.
- 2) The term "**Effective Date**" shall mean September 1, 2025, unless the parties agree otherwise.
- 3) The term "**Special Event**" shall mean the events identified in Exhibit A – "Authorized Special Events," or other mutually agreed upon Special Events hosted by Sponsor.

SECTION II: TERMS AND CONDITIONS

- 1) **TICKETS FOR TRANSIT PROGRAM.** Pursuant to the terms and conditions contained in this Agreement, the Parties agree to establish a Tickets for Transit Program (the "Program"), whereby UTA agrees to accept Special Events tickets as transit passes to enable ticket holders ("Authorized Users") to use transit to attend the Special Events (the "Tickets for Transit Pass").

2) **TERM OF AGREEMENT.** The term of this Agreement shall be from the Effective Date through August 31, 2028 (“Term”).

3) **PAYMENT.**

- a) Sponsor shall pay to UTA the base purchase price of \$1,060,500 (“Program Fee”) for the Program over the Term of the Agreement.
- b) In the event the number of total Authorized Users exceeds the number of Maximum Attendees as set forth in the tables in Exhibit A, the parties agree to renegotiate the financial terms of this Agreement.
- c) Commencing or before September 1, 2025, and on or before September 1 of each following contract year, UTA shall invoice Sponsor for the annual Program Fee set forth below. Sponsor shall pay the invoiced amount within thirty days of receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

Contract Year	Annual Program Fee
Year 1 (2025-26)	\$341,000
Year 2 (2026-27)	\$378,500
Year 3 (2027-28)	\$341,000

4) **ADDITIONAL EVENTS.** UTA, in its sole discretion, may accept event tickets as transit fares to other events of Sponsor that are not identified in Exhibit A (“Additional Events”). The rates at which the Additional Events will be billed are identified in Exhibit B - "Additional Event Tiers." Pricing for Additional Events with fewer than 29,000 event attendees will be negotiated separately by the parties in advance of the Additional Events. Sponsor shall notify UTA as early as possible regarding other events not identified in Exhibit A to obtain UTA approval to treat such events as Additional Events.

- a) UTA will invoice Sponsor for the Additional Events in the amount set forth in Exhibit B, and Sponsor shall pay the invoiced amount within thirty days (30) of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
- b) Upon request by UTA, Sponsor will provide the UTA Fares department with the actual attendance at each Additional Event within a week after the Additional Event date.

5) **PASS RECOGNIZED AS FARE PAYMENT.** An Authorized User's event ticket shall serve as a Tickets for Transit Pass when: (1) it is issued with the wording "Valid as UTA

fare on the date indicated" or similar wording approved by UTA; (2) used for fare payment on the date of the Special Event stated on the ticket; and (3) presented in Acceptable Fare Media (as defined below). The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the Special Event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service or any other special service. An Authorized User's Special Event ticket shall also serve as a Tickets for Transit Pass when it is issued to Authorized Users via email, home delivery, or through an app. Authorized Users using UTA transit to get to or from the Special Event shall present the event ticket in Acceptable Fare Media upon boarding the bus or upon rail inspection. "Acceptable Fare Media" means: a printed copy of the Sponsor-issued email displaying the attendee's Special Events ticket, a Sponsor-issued Special Events paper ticket, electronic ticket, or a mobile app with the ticket displayed. Fare media that does not constitute Acceptable Fare Media includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as Acceptable Fare Media. Prior to the date of a Special Event, Sponsor must provide UTA with images of all the different ticket types. UTA will use the images to distribute them to operators so that they are aware of them prior to the event.

- 6) **PUBLIC TRANSIT SERVICES.** The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
- 7) **WAIVER AND RELEASE.** The Parties hereby agree that Sponsor shall not be responsible or liable for the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User. All Authorized Users shall be deemed and treated as if they had paid their own fare and subject to the same terms and conditions applicable to any other UTA rider who has not benefitted from the Program. The Parties agree that Authorized Users will not be deemed an agent, representative, invitee, representative, or licensee of Sponsor. UTA hereby expressly waives and releases Sponsor from any liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from or related to the actions, omissions, negligent, intentional, or reckless conduct or behavior of any Authorized User.
- 8) **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 from participation in this Agreement 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 such negligent or wrongful acts or omissions. Except as set forth herein, neither party waives any legal defenses or benefits available to them under applicable law, and both Parties agree to cooperate in good faith in

resolving any disputes that may arise under this Agreement. Each party acknowledges that Sponsor and UTA are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by Sponsor or UTA of any protections, rights, or defenses applicable to Sponsor or UTA under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of either party to incur by contract any liability for or the operations, acts, or omissions of the other party or any third party (including Authorized Users), and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of Sponsor or UTA contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University, and neither party shall be liable to the other for any special, indirect, incidental, consequential, exemplary, or punitive damages.

- 9) **TERMINATION.** This Agreement shall continue in full force and effect during the Term of this Agreement unless it is terminated earlier with 30-days prior written notice by either party. Sponsor may terminate all or part of this Agreement in the event a pandemic (as specified by the World Health Organization) precludes performance of all or any of the Special Events. In the event of termination by either party, UTA will refund to Sponsor a pro-rated amount of the Program Fee paid by Sponsor for any Special Events that had not occurred prior to termination.
- 10) **NONDISCRIMINATION.** Sponsor and UTA shall not exclude any individual from participation in or deny any individual the benefits of this Agreement based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
- 11) **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 12) **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties hereto regarding the subject matter of this Agreement 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 with respect to the subject matter of this Agreement contrary to or in addition to the terms and conditions stated herein.
- 13) **DISPUTE RESOLUTION.** In the event there is a dispute arising under this Agreement, it shall be referred to successive levels of leadership for resolution, beginning with the UTA Fares Director and their equivalent in Sponsor's organization and culminating with the Executive Director of UTA and the Managing Director of Sponsor's Headquarters' Facilities. If resolution is not achieved at the Executive Director/Managing Director level, then either Party may file suit in a court of competent jurisdiction within Salt Lake County, Utah.
- 14) **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.

- 15) **GOVERNING LAW; VENUE.** This Agreement will be governed by Utah law without regard to conflict of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

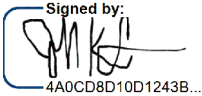
UTAH TRANSIT AUTHORITY

SPONSOR

By: _____

Date: _____

By:

Signed by:

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Date: 7/30/2025

Name: Jay Fox

Name: Jeffrey K Labrum

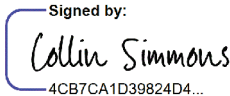
Title: Executive Director

Title: Chief Operating Officer

By: _____

Date: _____

By:

Signed by:

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Date: 7/28/2025

Name: Viola Miller

Name: Collin Simmons

Title: Chief Financial Officer

Title: Executive Director

APPROVED AS TO FORM

By:

DocuSigned by:

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Date: 7/31/2025

Name: Michael Bell

Title: Counsel for UTA

Exhibit "A"

Authorized Special Events

Year 1 & 3

6-Game Football Season		
Event	Maximum Attendees	Event Price
Football	315,000	\$ 225,000
Other U Events	138,000	\$ 38,000
- Basketball (W/M)		
- Gymnastics		
- Volleyball		
- Soccer		
- U of U Commencement		
Super Cross	52,000	\$ 35,000
Monster Jam	45,000	\$ 27,000
High School Playoffs	55,000	\$ 16,000
	605,000	\$ 341,000

Year 2

7-Game Football Season		
Event	Maximum Attendees	Event Price
Football	367,000	\$ 262,500
Other U Events	138,000	\$ 38,000
- Basketball (W/M)		
- Gymnastics		
- Volleyball		
- Soccer		
- U of U Commencement		
Super Cross	52,000	\$ 35,000
Monster Jam	45,000	\$ 27,000
High School Playoffs	55,000	\$ 16,000
	657,000	\$ 378,500

Exhibit "B"
Additional Event Tiers

Minimum Attendees	Maximum Attendees	Total Cost
53,001	55,000	\$ 41,250
51,001	53,000	\$ 39,750
49,001	51,000	\$ 38,250
47,001	49,000	\$ 36,750
45,001	47,000	\$ 35,250
43,001	45,000	\$ 33,750
41,001	43,000	\$ 32,250
39,001	41,000	\$ 30,750
37,001	39,000	\$ 29,250
35,001	37,000	\$ 27,750
33,001	35,000	\$ 26,250
31,001	33,000	\$ 24,750
29,001	31,000	\$ 23,250



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/13/2025

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):

- Collective Bargaining
- Pending or Reasonably Imminent Litigation

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:

- Collective Bargaining.

See Utah Code 52-4-205 (1) (b)

- Pending or Reasonably Imminent Litigation.

See Utah Code 52-4-205 (1) (c)