# Utah Transit Authority

## Board of Trustees

## REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

**Wednesday, December 17, 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** | Jon Larsen |
| **4.** | **Public Comment** | Chair Carlton Christensen |
| **5.** | **Consent** | Chair Carlton Christensen |
| | a. Approval of December 3, 2025, Board Meeting Minutes | |
| **6.** | **Reports** | |
| | a. Executive Director Report<br>- UTA Employee Memorials - Brandon Farnsworth and Matthew Keykhosravi | Jay Fox |
| | b. Financial Report - October 2025 | Viola Miller<br>Brad Armstrong |
| | c. Discretionary Grants Report | Tracy Young |
| **7.** | **Resolutions** | |
| | a. 2026 Budget Public Engagement Report AND R2025-12-03 - Resolution Adopting the Authority's Final 2026 Budget | Viola Miller<br>Nichol Bourdeaux<br>Brad Armstrong |
| | b. R2025-12-04 - Resolution Granting 2026 Expenditure and Disbursement Authority for Non-Inventory Vendors | Rob Lamph |
| | c. R2025-12-05 - Resolution Granting 2026 Expenditure and Disbursement Authority for Vehicle Parts Inventory Purchases | Todd Mills |

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|---|---|---|
| d. | R2025-12-06 - Resolution Extending Authorization for Zero Fare on the Ogden Express (OGX) Through April 2028 | Monica Howe<br>Tracy Young |
| e. | R2025-12-07 - Resolution Authorizing Zero Fare on the Midvalley Express (MVX) From April Change Day 2026 through April Change Day 2029 | Monica Howe |

**8. Contracts, Disbursements and Grants**

| | | |
|---|---|---|
| a. | 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<br>Patti Garver |
| b. | Revenue Change Order: Fourth Amendment to the Microtransit Cooperative Agreement (Salt Lake City Corporation) | Hal Johnson<br>Shaina Quinn |
| c. | Contract: External Financial Audit Services (Crowe, LLP) | Rob Lamph |
| d. | Contract: Oracle Support (Mythics, LLC) | Kyle Brimley |
| e. | Contract: Repetitive Inventory Parts (The Aftermarket Parts) | Todd Mills |
| f. | Contract: Repetitive Inventory Parts (Factory Motor Parts) | Todd Mills |
| g. | Contract: Repetitive Inventory Parts (Gillig, LLC) | Todd Mills |
| h. | Contract: Repetitive Inventory Parts (Mohawk Mfg. Supply Co.) | Todd Mills |
| i. | Contract: Repetitive Inventory Parts (Muncie Transit Supply) | Todd Mills |
| j. | Contract: Repetitive Inventory Parts (Neopart Transit) | Todd Mills |
| k. | Contract: Repetitive Inventory Parts (Vehicle Maintenance Program) | Todd Mills |
| l. | Contract: UTA Retirement Plan Pension Actuarial Services (Milliman) | Ann Green-Barton<br>JD Tazoi |

| | | |
|---|---|---|
| m. | Contract: Ratification of Purchase Order for Emergency Replacement of Meadowbrook Building 3 Flood Damaged Equipment (CVE Technologies Group, Inc.) | Kyle Brimley |
| n. | Change Order: Ratification of On-Call Infrastructure Maintenance Contract Task Order #25-039 - 1300 South Emergency Water Line Repair (Stacy and Witbeck, Inc.) | Jared Scarbrough |
| o. | Change Order: On-Call Systems Maintenance and Professional Services Contract Task Order #26-003 - Key Personnel for 2026 (Rocky Mountain Systems Services) | Jared Scarbrough |
| p. | Change Order: On-Call Systems Maintenance Contract Task Order #26-002 - General Engineering & Network Maintenance 2026 (Rocky Mountain Systems Services) | Jared Scarbrough |
| q. | Change Order: Operations Work Assignment and Tracking System Modification 6 - Workforce Management License Expansion (Trapeze Software Group) | Alisha Garrett |
| r. | Change Order: Onsite Wellness Clinic Services Amendment No. 5 - Contract Extension and Increase to Not-to-Exceed (CareATC, Inc.) | Ann Green-Barton<br>JD Tazoi |
| s. | Pre-Procurements<br>- Mt. Ogden Administration Building Construction<br>- Consultant Services For Long Range Transit Plan | Todd Mills |

**9. Service and Fare Approvals**

| | | |
|---|---|---|
| a. | Fare Agreement: 2025/26 Ski Bus Pass Agreement (Solitude Mountain Ski Area, LLC) | Monica Howe |
| b. | Fare Agreement: 2025/26 Ski Bus Pass Agreement (Brighton Resort) | Monica Howe |
| c. | Fare Agreement: 2025/26 Ski Bus Pass Agreement (Snowbasin Resort LLC) | Monica Howe |
| d. | Fare Agreement: 2025/26 Ski Bus Pass Agreement (Davis County) | Monica Howe |
| e. | Fare Agreement: Special Events Agreement for Kilby Block Party (Sartain and Saunders, LLC) | Monica Howe |

f. Promotional Fare Request: 2026 UTA On Demand Service Multi-Rider Fare — Brian Reeves, Monica Howe, Hal Johnson, Shaina Quinn

**10. Discussion Items**

a. Facility Strategic Assessment and Implementation Plan — Paul Drake

**11. Other Business** — Chair Carlton Christensen

a. Next Meeting: Wednesday, January 14, 2026 at 9:00 a.m.

**12. Closed Session** — Chair Carlton Christensen

a. Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):
- Character, Professional Competence, or Physical or Mental Health of an Individual
- Pending or Reasonably Imminent Litigation

**13. Open Session** — Chair Carlton Christensen

**14. Adjourn** — Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate formats upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Requests for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting video link on the UTA Public Meeting Portal - https://rideuta.legistar.com/Calendar.aspx
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting.
    - Comments are limited to 3 minutes per commenter.
    - One person's time may not be combined with another person's time.
    - Distribution of handouts or other materials to meeting participants or attendees is not allowed.
    - 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.
    - To join by Zoom:
        - Use this link: https://bit.ly/UTA_BOT_12-17-25 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.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - 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.

- Comments submitted before 2:00 p.m. on Tuesday, December 16th 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.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Approval of December 3, 2025, Board Meeting Minutes**

**AGENDA ITEM TYPE:**
Minutes

**RECOMMENDATION:**
Approve the minutes of the December 3, 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, December 3, 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/1040829.html> and video feed is available through the UTA Public Meeting Portal <https://rideuta.legistar.com/MeetingDetail.aspx?ID=1243580&GUID=1035B5D0-CCEC-44A9-BAB1-72CE382863B4>.

**ATTACHMENTS:**
1. 2025-12-03_BOT_Minutes_unapproved

# Utah Transit Authority

## Board of Trustees

## MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

**Wednesday, December 3, 2025 9:00 AM FrontLines Headquarters**

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

Trustee Holbrook attended the meeting electronically.

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**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, delivered a brief safety message.

**4. Public Comment**

**In Person/Virtual Comment**
(To view public comment in its entirety, see the meeting video located at https://rideuta.granicus.com/player/clip/418?meta_id=70000.)

In person comment was given by Michael Kroll and David Wendt, Jr., and virtual comment was given by Frederic Jenny.

Kroll, Wendt, and Jenny spoke in support of the Rio Grande Plan.

**Online Comment**
Online comments received were distributed to the board for review prior to the meeting and are included in Appendix A to these minutes.

## 5. Consent

### a. Approval of November 12, 2025, Board Meeting Minutes

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

## 6. Reports

### a. Executive Director Report

- **UTA Recognition - Public Relations Society of America Golden Spike Awards**
- **Executive Director Team Award - Planned Service Disruptions Team**

**UTA Recognition - Public Relations Society of America Golden Spike Awards**
Kim Shanklin, UTA Chief of Staff, recognized the UTA communications and marketing team for receiving two Golden Spike awards from the Public Relations Society of America (PRSA) for their work on the UTA Experience and "Tap-on, Tap-off" social media video.

**Executive Director Team Award - Planned Service Disruptions Team**
Kim Shanklin recognized the UTA planned service disruptions team for their collaborative work to improve UTA's processes related to special events, state of good repair projects, etc.

### b. Strategic Plan Minute: Customer Experience - Planned Service Disruptions

Kim Shanklin highlighted the agency's efforts to improve coordination around planned service disruptions.

### c. Discretionary Grants Report

Tracy Young, UTA Grants Director, discussed 13 proposed grant applications and reviewed grant applications awaiting selection. She also reported the agency was recently awarded the following grants:

- $21.3 million: Federal Transit Administration (FTA) Bus and Bus Facilities for 25 diesel vehicles and workforce training
- $20.5 million: FTA Low & No Emission for 24 compressed natural gas vehicles and workforce training

## 7. Resolutions

### a. R2025-12-01 - Resolution Modifying the Authority's Organizational Structure

Ann Green-Barton, UTA Chief People Officer, summarized the resolution, which modifies the authority's organizational structure to have the UTA Chief Communications Officer report to the UTA Chief of Staff.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

Trustee Acerson joined the meeting at 9:40 a.m.

**b. R2025-12-02 - Resolution Adopting the Authority's Five-Year Capital Plan for the Years 2026-2030**

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined by Daniel Hofer, UTA Director of Capital Programming & Support.

Scarbrough summarized the resolution, which adopts the UTA Five-Year Capital Plan 2026-2030, and Hofer reviewed the plan approval process, funding by project category, and total funding breakdown.

Discussion ensued during which staff clarified the Techlink environmental work will be performed by the Utah Department of Transportation (UDOT).

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 Acerson, and Trustee Holbrook

**8. Contracts, Disbursements and Grants**

**a. Contract: Maintenance Uniforms and Facilities Essentials (ALSCO, Inc.)**

This agenda item was tabled.

**b. Change Order: Battery Electric Buses and Associated Chargers Change Order 9 - Midvalley Express - Meadowbrook Depot Chargers Equipment (Gillig, Inc.)**

Jared Scarbrough requested the board approve a $1,773,200 change order to the contract with Gillig, Inc. for five additional bus chargers and related equipment to be installed at the Meadowbrook facility. The total contract value, including the change order, is $55,282,176.34.

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.

Following the vote on this agenda item, Kim Shanklin introduced Jon Larsen as the new UTA Chief Capital Services Officer.

## 9. Discussion Items

### a. Proposed UTA 2026 Final Budget

Viola Miller, UTA Chief Financial Officer, reviewed changes from the tentative to final proposed 2026 operating budget and a summary of the proposed final 2026 operating budget. She indicated the final budget is slated for board approval on December 17, 2025, and highlighted public engagement efforts related to the budget process.

Discussion ensued. Questions on full-time equivalents (FTEs) and rail construction projects assigned to the UDOT were posed by the board and answered by Miller. Miller committed to provide the board with an FTE summary for the 2026 final budget.

Trustee Holbrook left the meeting at 9:41 a.m.

### b. UTA Community Advisory Committee Update

Megan Waters, UTA Community Engagement Director, discussed the UTA Community Advisory Committee (CAC) composition and the CAC's 2025 activities and priorities, objectives, and engagement. She concluded with a preview of plans for the CAC in 2026.

### c. Zero-Emission Bus Transition Plan Update

Andres Colman, UTA Chief Operations Officer, was joined by Kyle Stockley, UTA Director of Capital Vehicles.

Staff provided an update on the agency's Zero Emission Plan (ZEP) and objectives for the 2026 plan update.

Discussion ensued. Chair Christensen recommended a public education campaign on the efficiency of clean diesel buses.

## 10. Other Business

a. Next Meeting: Wednesday, December 17, 2025 at 9:00 a.m.

## 11. Closed Session

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

- **Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session related to collective bargaining. A motion was made by Trustee Acerson, and seconded by Chair Christensen, for a closed session. The motion carried.

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

Closed session convened at 10:19 a.m.

**12. Open Session**

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to return to open session. The motion carried and the meeting reconvened in open session at 10:41 a.m.

**13. Adjourn**

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried and the meeting adjourned at 10:41 a.m.

Transcribed by Cathie Griffiths
Board Administration Manager
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/1040829.html for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/418.

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

Approved Date:

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Carlton J. Christensen
Chair, Board of Trustees

**Appendix A**
**Online Public Comment**

(Note: Online public comment was received via email and the text is copied as submitted.)

**From Clayton Watts:**
Please make sure the Rio Grande Plan and the WE Connect Study are accounted for in any future developments of the Salt Lake Central UTA station and UTA HQ building. This is a rare opportunity for Utah to improve on many axes at the same time, and UTA needs to make sure they aren't building anything that would make the Rio Grande Plan more difficult!

**From Micah Houssian:**
Maybe it's a bit early for me to send this in, but I want it to be heard: The Rio Grande Plan is the only viable solution for Salt Lake Central. They have made many compromises. It best steps the city (and state) forward and its transit-oriented development is much better than that of the office buildings for UTA. Also, if you can apply for more funding in general, do so.

**From Tyler Bigelow:**
Hello UTA, I am sending this email because I will be unable to make it to the meeting on December 3rd for public comment, but I just wanted to give you my two cents.
I ask that you do not move forward with any sort of Salt Lake Central rebuild project. Yes that station sucks and something needs to be done about it, but plopping down a big office building there and making it slightly less of a concrete jungle won't solve any real problems. Instead the Rio Grande Plan must be implemented to actually solve many issues facing not only Salt Lake Central, but the city as a whole. If this plan is followed through, and then the Rio Grande Plan is also set into motion then all of this would become completely redundant, except for maybe having a new office building. That is why I ask that nothing massive be done to Salt Lake Central for the time being, and instead we start executing on the Rio Grande Plan. By moving Salt Lake Central to the historic Rio Grande Depot, most of the problems with the current station will be solved. Stuff like integration, accessibility, and general cultural impact and perception of rail transportation would be vastly improved, and on a scale that a simple rebuild in the current location could never accomplish.
That isn't even to mention all of the other benefits of the Rio Grande Plan such as healing our divided city, getting rid of annoying and dangerous rail crossings, freeing up 70 acres of prime real estate for development, and making using rail a much more enjoyable experience in general.
Now is the Rio Grande Plan an easy or cheap thing to execute on? No, it would be one of the largest infrastructure projects in Salt Lake, and Utah's history. The current plan to rebuild Salt Lake central is definitely much more achievable, but solves essentially nothing compared to the Rio Grande Plan and all of its benefits. The study by USU found that yes, the Rio Grande Plan would cost billions of dollars, but it also found that it would generate economic activity orders of magnitude larger, as well as increase tax revenues that would easily offset the economic cost alone. And that doesn't even bring into account all of the social and cultural

benefits it would bring to the table.
In short, don't make any massive changes to Salt Lake Central, and bring all focus to executing the Rio Grande Plan. The Rio Grande Plan will bring immeasurable benefit to the entire state, and would make any Salt Lake Central development a waste.

**From Jacob Johnson:**

The proposed Salt Lake Central rebuild does NOT address the issues with the current Salt Lake Central Station.
The Rio Grande Plan improves safety and comfort for riders, improves connectivity with downtown, better utilizes expensive land space, improves safety at rail crossings, and many more benefits.
Please stop trying to reinvent the wheel and just use the plan that has been shown to work by multiple studies.

**From David Ferris:**

I am unable to make it to the meeting tomorrow, so I thought I would email in my comment.

First, I want to say that I think the UTA is doing an excellent job. I know resources are limited and I appreciate the level of service that is provided on the Wasatch Front.

My main goal in emailing today is to voice my support for the Rio Grande Plan. I think that the benefits to the state as a whole would be huge to bury the tracks, reconnect east and west Salt Lake City, open up 70 acres of land for development, and have a beautiful, historic train station as the flagship and centerpiece of train travel in Utah. I know it has a hefty price tag, but I think that the pros outweigh the cons in relocating the central hub for rail in the state to a better location than it is currently.

Other things I would like to voice my support of would be extending the blue line to Lehi and beyond sooner rather than later. The UTA already owns the tracks, I think it would make a big difference to have another set of rails crossing the point of the mountain.

I also think it would be a big boon to see more trainsit in the point of the mountain area. In Draper, Lehi, Eagle Mountain, Saratoga Springs, Alpine, American Fork, Herriman, etc. There is a large portion of our states population that lives here, with relatively low transit coverage. I know the demand doesn't seem to be there, but I think fast frequent and reliable services in these areas would be used.

One concern I have is for priority signalling in downtown Salt Lake. In what I am able to read online, the claim is that Trax does have priority signaling downtown, but it definitely doesn't seem that way when riding the Trax. I understand that it's probably a complicated system, and you have pedestrian crossings, etc, to consider, but I would argue that it can be done. That with tracking and predictive signalling, no Trax trains should have to stop at red lights downtown.

Last up, I want to talk about Transit Oriented Developments on UTA owned lands. I often ride the Trax Blue Line out of Draper. I've noticed a couple of things. One is that ridership is much higher the closer you get into Salt Lake, especially once you get into Murray and further North. This of course makes sense, and Draper is the end of the line, so you'd naturally see less ridership. However, I think you can create some induced demand if the 8.16 acres of land owned by the UTA next to the station in Draper was developed into some kind of mixed use development. Currently that 8 acres is very underutilized. There is a huge parking lot, and the rest is vacant. The parking lot usually has about 20 cars in it. I don't think I've ever seen more than 40. A parking garage or underground parking could use the land even better and you could see not only more people riding the train to and from the housing and businesses there, but generate a profit from the land that is now underutilized.

Thanks for reading my email. I know it was kind of long. Really appreciate the work that the UTA is doing.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Executive Director Report**

- **UTA Employee Memorials - Brandon Farnsworth and Matthew Keykhosravi**

**AGENDA ITEM TYPE:**
Report

**RECOMMENDATION:**
Informational report for discussion

**DISCUSSION:**
Jay Fox, Executive Director, will provide the following:

- UTA Employee Memorials - Brandon Farnsworth and Matthew Keykhosravi

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Financial Report - October 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 October 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 October 2025 Monthly Financial Statements.

**DISCUSSION:**
At the December 17, 2025, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections, operating expense variances, and capital budget status. The Chief Financial Officer will also present key metrics in Accounting, Supply Chain, and Fares and receive questions from the Board of Trustees.

**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**
N/A

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**ATTACHMENTS:**

- October 2025 Board Dashboard
- October 2025 Monthly Financial Statements

# Utah Transit Authority

## *Board Dashboard: Oct 31, 2025*

| ***Financial Metrics*** | **Oct Actual** | **Oct Budget** | ***Fav / (Unfav)*** | ***%*** | **YTD Actual** | **YTD Budget** | ***Fav / (Unfav)*** | ***%*** |
|---|---|---|---|---|---|---|---|---|
| Sales Tax (Sep '25 mm $) | $ 41.7 | $ 45.7 | $ *(3.96)* | *-8.7%* | $ 378.3 | $ 372.1 | $ *6.15* | *1.7%* |
| Fare Revenue (mm) | $ 3.6 | $ 3.3 | $ *0.25* | *7.5%* | $ 32.4 | $ 31.9 | $ *0.48* | *1.5%* |
| Operating Exp (mm) | $ 39.5 | $ 38.7 | $ *(0.76)* | *-2.0%* | $ 360.3 | $ 385.1 | $ *24.79* | *6.4%* |
| Subsidy Per Rider (SPR) | $ 9.18 | $ 10.21 | $ *1.03* | *10.1%* | $ 9.64 | $ 10.21 | $ *0.57* | *5.6%* |
| UTA Diesel Price ($/gal) | $ 2.55 | $ 3.60 | $ *1.05* | *29.1%* | $ 2.47 | $ 3.60 | $ *1.13* | *31.5%* |
| ***Operating Metrics*** | **Oct Actual** | **Oct-24** | ***F / (UF)*** | ***%*** | **YTD Actual** | **YTD 2024** | ***F / (UF)*** | ***%*** |
| Ridership (mm) | 3.91 | 3.90 | *0.02* | *0.4%* | 34.00 | 34.03 | *(0.03)* | *-0.1%* |

## Energy Cost by Type (Monthly Avg YTD)

| | |
|---|---|
| **Diesel Bus** (Cost per Mile) | $ 0.53 |
| **Diesel CR** (Cost per Mile) | $ 4.12 |
| **Unleaded Gas** (Cost per Mile) | $ 0.46 |
| **CNG** (Cost per Mile) | $ 0.38 |
| **Bus Propulsion Power** (Cost per Mile) | $ 0.47 |
| **TRAX Propulsion Power** (Cost per Mile) | $ 0.92 |

"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)

October 31, 2025

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

EXHIBIT 1-1

| | | 2025 YTD ACTUAL | 2025 YTD BUDGET | VARIANCE FAVORABLE (UNFAVORABLE) | % FAVORABLE (UNFAVORABLE) |
|---|---|---|---|---|---|
| 1 | Operating Revenue | $ (34,174,488) | $ (33,846,511) | $ 327,978 | 1% |
| 2 | Operating Expenses | 360,278,637 | 385,068,282 | 24,789,645 | 6% |
| 3 | **Net Operating Income (Loss)** | **(326,104,149)** | **(351,221,771)** | **25,117,623** | **7%** |
| 4 | Capital Revenue | (171,904,477) | (250,764,167) | (78,859,690) | -31% |
| 5 | Capital Expenses | 193,690,534 | 331,025,833 | 137,335,299 | 41% |
| 6 | **Net Capital Income (Loss)** | **(21,786,057)** | **(80,261,667)** | **58,475,609** | **73%** |
| 7 | Sales Tax | (422,432,158) | (412,315,239) | 10,116,919 | 2% |
| 8 | Other Revenue | (137,036,722) | (76,934,500) | 60,102,222 | 78% |
| 9 | Debt Service | 67,860,416 | 64,782,022 | (3,078,394) | -5% |
| 10 | Sale of Assets | (1,702,405) | - | 1,702,405 | |
| 11 | **Net Non-Operating Income (Loss)** | **493,310,870** | **424,467,717** | **68,843,152** | **16%** |
| 12 | **Contribution to Cash Balance** | **$ 145,420,664** | **$ (7,015,721)** | **$ 152,436,384** | 2173% |
| 13 | Amortization | 8,255,827 | | | |
| 14 | Depreciation | 148,678,798 | | | |
| 15 | **Total Non-cash Items** | **$ 156,934,625** | | | |

**STATISTICS**

**RIDERSHIP**

| | 2024 YE Actual | Oct 2025 | Oct 2024 | Difference | 2025 YTD | 2024 YTD | Difference |
|---|---|---|---|---|---|---|---|
| 16 | 40,478,945 | 3,911,037 | 3,895,168 | 15,869 | 34,001,108 | 34,027,274 | (26,166) |

**OPERATING SUBSIDY PER RIDER -**

| | | SPR |
|---|---|---|
| 17 | Net Operating Expense | $ 361,099,105 |
| 18 | Less: Passenger Revenue | - (32,370,007) |
| 19 | Subtotal | 328,729,098 |
| 20 | Divided by: Ridership | ÷ 34,001,108 |
| 21 | Subsidy per Rider | $ 9.67 |

**SUMMARY FINANCIAL DATA** EXHIBIT 1-2
**(UNAUDITED)**
**As of October 31, 2025**

**BALANCE SHEET**

| | | 10/31/2025 | 10/31/2024 |
|---|---|---|---|
| | **CURRENT ASSETS** | | |
| 1 | Cash | $ 22,259,153 | $ 19,795,685 |
| 2 | Investments (Unrestricted) | 386,227,792 | 348,605,083 |
| 3 | Investments (Restricted) | 243,539,935 | 164,490,142 |
| 4 | Receivables | 100,892,874 | 125,350,825 |
| 5 | Receivables - Federal Grants | 318,932 | 796,305 |
| 6 | Inventories | 53,684,041 | 46,767,363 |
| 7 | Prepaid Expenses | 8,816,207 | 2,655,769 |
| 8 | **TOTAL CURRENT ASSETS** | **$ 815,738,935** | **$ 708,461,172** |
| 9 | Property, Plant & Equipment (Net) | 2,947,348,199 | 2,931,784,011 |
| 10 | Other Assets | 135,570,650 | 126,426,185 |
| 11 | **TOTAL ASSETS** | **$ 3,898,657,784** | **$ 3,766,671,368** |
| 12 | Current Liabilities | 124,867,298 | 111,109,637 |
| 14 | Net Pension Liability | 133,377,587 | 142,283,669 |
| 15 | Outstanding Debt | 2,355,044,623 | 2,338,662,241 |
| 16 | Net Investment in Capital Assets | 785,980,296 | 760,917,462 |
| 17 | Restricted Net Position | 140,356,812 | 101,104,372 |
| 18 | Unrestricted Net Position | 359,031,167 | 312,593,986 |
| 19 | **TOTAL LIABILITIES & EQUITY** | **$ 3,898,657,784** | **$ 3,766,671,368** |

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

| | | | |
|---|---|---|---|
| | **RESTRICTED RESERVES** | | |
| 20 | 2018 Bond Proceeds | 0 | $ 66 |
| 21 | 2019 Bond Proceeds | 10 | 3,141 |
| 22 | 2025 Bond Proceeds | 118,749,470 | |
| 23 | Debt Service Interest Payable | 63,449,954 | 68,627,683 |
| 24 | Risk Contingency Fund | 8,235,056 | 8,369,872 |
| 25 | Catastrophic Risk Reserve Fund | 1,195,915 | 1,158,936 |
| 26 | Box Elder County ROW (sales tax) | 4,677,255 | |
| 27 | Utah County 4th Qtr (sales tax) | 31,788,208 | 23,265,148 |
| 28 | Amounts held in escrow | 15,444,067 | 63,057,348 |
| 29 | **TOTAL RESTRICTED RESERVES** | **$ 243,539,935** | **$ 164,482,195** |
| | **DESIGNATED GENERAL AND CAPITAL RESERVES** | | |
| 30 | General Reserves | $ 80,300,000 | 72,100,000 |
| 31 | Service Sustainability Reserves | 13,400,000 | 12,017,000 |
| 32 | Capital Reserve | 66,900,000 | 46,541,000 |
| 33 | Debt Reduction Reserve | 30,000,000 | 30,000,000 |
| 34 | **TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES** | **$ 190,600,000** | **$ 160,658,000** |
| 35 | **TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS** | **$ 434,139,935** | **$ 325,140,195** |

**SUMMARY FINANCIAL DATA** EXHIBIT 1-3
**(UNAUDITED)**
**As of October 31, 2025**

**REVENUE & EXPENSES**

| | | ACTUAL Oct-25 | ACTUAL Oct-24 | YTD 2025 | YTD 2024 |
|---|---|---|---|---|---|
| | **OPERATING REVENUE** | | | | |
| 1 | Passenger Revenue | $ (3,594,706) | $ (3,478,812) | $ (32,370,007) | $ (33,289,980) |
| 2 | Advertising Revenue | (181,250) | (179,167) | (1,804,482) | (1,733,667) |
| 3 | **TOTAL OPERATING REVENUE** | **$ (3,775,956)** | **$ (3,657,979)** | **$ (34,174,488)** | **$ (35,023,646)** |
| | **OPERATING EXPENSE** | | | | |
| 4 | Bus Service | $ 13,448,088 | $ 12,537,408 | $ 128,823,627 | $ 120,801,418 |
| 5 | Commuter Rail | 3,400,521 | 2,283,851 | 24,489,199 | 24,886,031 |
| 6 | Light Rail | 4,584,610 | 3,957,941 | 42,621,025 | 39,000,074 |
| 7 | Maintenance of Way | 2,348,162 | 2,019,880 | 17,670,167 | 17,844,469 |
| 8 | Paratransit Service | 2,639,533 | 2,539,496 | 25,480,422 | 25,669,079 |
| 9 | RideShare/Van Pool Services | 185,702 | 308,694 | 2,876,467 | 2,614,068 |
| 10 | Microtransit | 1,230,973 | 839,563 | 13,367,245 | 8,018,076 |
| 11 | Operations Support | 5,750,357 | 6,107,267 | 52,764,354 | 54,718,468 |
| 12 | Administration | 5,895,597 | 4,819,431 | 53,006,598 | 44,881,548 |
| 13 | Non-Departmental | - | | (820,468) | 5,557,291 |
| 14 | **TOTAL OPERATING EXPENSE** | **$ 39,483,544** | **$ 35,413,531** | **$ 360,278,637** | **$ 343,990,522** |
| 15 | **NET OPERATING (INCOME) LOSS** | **$ 35,707,588** | **$ 31,755,553** | **$ 326,104,149** | **$ 308,966,876** |
| | **NON-OPERATING EXPENSE (REVENUE)** | | | | |
| 16 | Investment Revenue | (1,863,933) | (2,352,260) | (14,182,767) | (22,309,248) |
| 17 | Sales Tax Revenue[1] | (43,230,836) | (36,208,267) | (422,432,158) | (407,357,611) |
| 18 | Other Revenue | (1,001,579) | (743,271) | (12,914,659) | (10,853,859) |
| 19 | Fed Operations/Preventative Maint. Revenue | (3,555,458) | - | (109,939,297) | (37,990,053) |
| 20 | Bond Interest | 6,218,651 | 4,611,081 | 62,166,825 | 65,126,453 |
| 21 | Bond Interest UTCT | 139,793 | 148,357 | 1,423,620 | - |
| 22 | Bond Cost of Issuance/Fees | - | 361,996 | 2,358,784 | 2,523,917 |
| 23 | Lease Interest | 405,160 | 469,009 | 1,911,187 | 2,967,952 |
| 24 | Sale of Assets | (150,100) | 74,348 | (1,702,405) | (727,366) |
| 25 | **TOTAL NON-OPERATING EXPENSE (REVENUE)** | **$ (43,038,301)** | **$ (33,639,007)** | **$ (493,310,870)** | **$ (408,619,815)** |
| 26 | **CONTRIBUTION TO RESERVES** | **$ 7,330,713** | **$ 1,883,455** | **$ 167,206,721** | **$ 99,652,939** |
| | **OTHER EXPENSES (NON-CASH)** | | | | |
| 27 | Bond Premium/Discount Amortization | (344,047) | (334,645) | (3,440,467) | (3,406,931) |
| 28 | Bond Refunding Cost Amortization | 1,102,053 | 1,242,598 | 11,020,532 | 25,425,984 |
| 29 | Future Revenue Cost Amortization | 67,576 | 67,576 | 675,762 | 675,762 |
| 30 | Depreciation | 13,406,902 | 11,397,331 | 148,678,798 | 115,604,030 |
| 31 | **NET OTHER EXPENSES (NON-CASH)** | **$ 14,232,485** | **$ 12,372,861** | **$ 156,934,625** | **$ 138,298,846** |

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

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

EXHIBIT 1-4

**CURRENT MONTH**

| | | ACTUAL Oct-25 | BUDGET Oct-25 | VARIANCE FAVORABLE (UNFAVORABLE) | % FAVORABLE (UNFAVORABLE) |
|---|---|---|---|---|---|
| | **OPERATING REVENUE** | | | | |
| 1 | Passenger Revenue | $ (3,594,706) | $ (3,343,466) | $ 251,240 | 8% |
| 2 | Advertising Revenue | (181,250) | (195,917) | (14,667) | -7% |
| 3 | **TOTAL OPERATING REVENUE** | **$ (3,775,956)** | **$ (3,539,383)** | **$ 236,573** | **7%** |
| | **OPERATING EXPENSE** | | | | |
| 4 | Bus Service | $ 13,448,088 | 13,613,610 | $ 165,521 | 1% |
| 5 | Commuter Rail | 3,400,521 | 2,736,357 | (664,164) | -24% |
| 6 | Light Rail | 4,584,610 | 4,329,037 | (255,573) | -6% |
| 7 | Maintenance of Way | 2,348,162 | 1,983,846 | (364,316) | -19% |
| 8 | Paratransit Service | 2,639,533 | 2,512,580 | (126,954) | -5% |
| 9 | RideShare/Van Pool Services | 185,702 | 336,139 | 150,437 | 45% |
| 10 | Microtransit | 1,230,973 | 1,400,877 | 169,904 | 12% |
| 11 | Operations Support | 5,750,357 | 5,452,266 | (298,091) | -5% |
| 12 | Administration | 5,895,597 | 6,359,063 | 463,466 | 6% |
| 13 | Non-Departmental | - | - | - | 0% |
| 14 | **TOTAL OPERATING EXPENSE** | **$ 39,483,544** | **$ 38,723,774** | **$ (759,770)** | **-2%** |
| 15 | **NET OPERATING (INCOME) LOSS** | **$ 35,707,588** | **$ 35,184,392** | **$ (523,197)** | **-1%** |
| | **NON-OPERATING EXPENSE (REVENUE)** | | | | |
| 16 | Investment Revenue | $ (1,863,933) | $ (423,750) | $ 1,440,183 | 340% |
| 17 | Sales Tax Revenue | (43,230,836) | (40,173,447) | 3,057,389 | 8% |
| 18 | Other Revenue | (1,001,579) | (1,235,500) | (233,921) | -19% |
| 19 | Fed Operations/Preventative Maint. Revenue | (3,555,458) | (6,034,000) | (2,478,542) | -41% |
| 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 | - | 6,750 | 6,750 | 45% |
| 23 | Lease Interest | 405,160 | 283,303 | (121,857) | -43% |
| 24 | Sale of Assets | (150,100) | - | 150,100 | |
| 25 | **TOTAL NON-OPERATING EXPENSE (REVENUE)** | **$ (43,038,301)** | **$ (41,387,395)** | **$ 1,650,907** | **4%** |
| 26 | **CONTRIBUTION TO RESERVES** | **$ 7,330,713** | **$ 6,203,003** | | |

**BUDGET TO ACTUAL REPORT BY CHIEF** EXHIBIT 1-4A
**(UNAUDITED)**
**As of October 31, 2025**

**CURRENT MONTH**

| | | ACTUAL Oct-25 | BUDGET Oct-25 | AMENDED BUDGET TOTAL | VARIANCE FAVORABLE (UNFAVORABLE) | % FAVORABLE (UNFAVORABLE) |
|---|---|---|---|---|---|---|
| | **OPERATING EXPENSE** | | | | | |
| 1 | Board of Trustees | $ 269,509 | $ 314,069 | $ 3,768,864 | $ 44,560 | 14% |
| 2 | Executive Director | 556,553 | 628,222 | 7,538,842 | 71,669 | 11% |
| 3 | Chief Communication Officer | 191,849 | 403,498 | 4,842,106 | 211,649 | 52% |
| 4 | Chief Planning and Engagement Off | 2,145,777 | 2,275,405 | 27,396,584 | 129,628 | 6% |
| 5 | Chief Finance Officer | 1,286,281 | 1,572,918 | 19,076,098 | 286,637 | 18% |
| 6 | Chief Operating Officer | 30,285,442 | 29,203,307 | 347,709,480 | (1,082,135) | -4% |
| 7 | Chief People Officer | 1,024,799 | 1,157,342 | 13,868,057 | 132,543 | 11% |
| 8 | Chief Development Officer | 643,063 | 677,787 | 8,183,427 | 34,724 | 5% |
| 9 | Chief Enterprise Strategy Officer | 3,080,271 | 2,491,226 | 31,267,370 | (589,045) | -24% |
| 10 | Non-Departmental | | - | 858,014 | - | |
| 11 | **TOTAL OPERATING EXPENSE** | **$ 39,483,544** | **$ 38,723,774** | **$ 464,508,842** | **$ (759,770)** | **-2%** |

**YEAR TO DATE**

| | | ACTUAL Oct-24 | BUDGET Oct-24 | VARIANCE FAVORABLE (UNFAVORABLE) | % FAVORABLE (UNFAVORABLE) |
|---|---|---|---|---|---|
| | **OPERATING EXPENSE** | | | | |
| 12 | Board of Trustees | $ 2,575,377 | $ 3,140,694 | $ 565,317 | 18% |
| 13 | Executive Director | 5,965,172 | 6,282,232 | 317,060 | 5% |
| 14 | Chief Communication Officer | 2,937,937 | 4,034,989 | 1,097,052 | 27% |
| 15 | Chief Planning and Engagement Off | 21,274,748 | 22,833,902 | 1,559,154 | 7% |
| 16 | Chief Finance Officer | 13,293,698 | 15,821,528 | 2,527,830 | 16% |
| 17 | Chief Operating Officer | 275,236,794 | 289,462,999 | 14,226,205 | 5% |
| 18 | Chief People Officer | 9,202,126 | 11,553,243 | 2,351,117 | 20% |
| 19 | Chief Devlopment Officer | 6,382,225 | 6,815,368 | 433,143 | 6% |
| 20 | Chief Enterprise Strategy Officer | 24,231,030 | 24,479,815 | 248,785 | 1% |
| 21 | Non-Departmental | (820,468) | 643,512 | 1,463,980 | 227% |
| 22 | **TOTAL OPERATING EXPENSE** | **$ 360,278,639** | **$ 385,068,282** | **$ 24,789,643** | **6%** |

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

EXHIBIT 1-5

**YEAR TO DATE**

| | | ACTUAL Oct-25 | BUDGET Oct-25 | VARIANCE FAVORABLE (UNFAVORABLE) | % FAVORABLE (UNFAVORABLE) |
|---|---|---|---|---|---|
| | **OPERATING REVENUE** | | | | |
| 1 | Passenger Revenue | $ (32,370,007) | $ (31,887,344) | $ 482,663 | 2% |
| 2 | Advertising Revenue | (1,804,482) | (1,959,167) | (154,685) | -8% |
| 3 | **TOTAL OPERATING REVENUE** | **$ (34,174,488)** | **$ (33,846,511)** | **$ 327,978** | **1%** |
| | **OPERATING EXPENSE** | | | | |
| 4 | Bus Service | $ 128,823,627 | $ 133,758,105 | $ 4,934,478 | 4% |
| 5 | Commuter Rail | 24,489,199 | 27,271,657 | 2,782,458 | 10% |
| 6 | Light Rail | 42,621,025 | 43,041,273 | 420,248 | 1% |
| 7 | Maintenance of Way | 17,670,167 | 19,284,874 | 1,614,706 | 8% |
| 8 | Paratransit Service | 25,480,422 | 25,010,045 | (470,377) | -2% |
| 9 | RideShare/Van Pool Services | 2,876,467 | 3,361,397 | 484,930 | 14% |
| 10 | Microtransit | 13,367,245 | 14,008,818 | 641,573 | 5% |
| 11 | Operations Support | 52,764,354 | 55,531,445 | 2,767,091 | 5% |
| 12 | Administration | 53,006,598 | 63,157,156 | 10,150,558 | 16% |
| 13 | Non-Departmental | (820,468) | 643,512 | 1,463,980 | 227% |
| 14 | **TOTAL OPERATING EXPENSE** | **$ 360,278,637** | **$ 385,068,282** | **$ 24,789,645** | **6%** |
| 15 | **NET OPERATING (INCOME) LOSS** | **$ 326,104,149** | **$ 351,221,771** | **$ 25,117,623** | **7%** |
| | **NON-OPERATING EXPENSE (REVENUE)** | | | | |
| 16 | Investment Revenue | $ (14,182,767) | $ (4,237,500) | $ 9,945,267 | 235% |
| 17 | Sales Tax Revenue | (422,432,158) | (412,315,239) | 10,116,919 | 2% |
| 18 | Other Revenue | (12,914,659) | (12,355,000) | 559,659 | 5% |
| 19 | Fed Operations/Preventative Maint. Revenue | (109,939,297) | (60,342,000) | 49,597,297 | 82% |
| 20 | Bond Interest | 62,166,825 | 60,494,566 | (1,672,259) | -3% |
| 21 | Bond Interest UTCT | 1,423,620 | 1,397,927 | (25,693) | -2% |
| 22 | Bond Cost of Issuance/Fees | 2,358,784 | 56,500 | (2,302,284) | -4075% |
| 23 | Lease Interest | 1,911,187 | 2,833,029 | 921,842 | 33% |
| 24 | Sale of Assets | (1,702,405) | - | 1,702,405 | |
| 25 | **TOTAL NON-OPERATING EXPENSE (REVENUE)** | **$ (493,310,870)** | **$ (424,467,717)** | **$ 68,843,152** | **16%** |
| 26 | **CONTRIBUTION TO RESERVES** | **$ 167,206,721** | **$ 73,245,946** | | |

**CAPITAL PROJECTS** EXHIBIT 1-6

**(UNAUDITED)**

**As of October 31, 2025**

| | | 2025 ACTUAL | ANNUAL BUDGET | PERCENT |
|---|---|---|---|---|
| | **EXPENSES** | | | |
| 1 | Capital Services | $ 169,977,090 | $ 337,680,000 | 50.3% |
| 2 | Enterprise Strategy | 7,396,702 | 19,460,000 | 38.0% |
| 3 | Executive Director (Safety) | 710,276 | 1,360,000 | 52.2% |
| 4 | Finance | 8,873,567 | 23,019,000 | 38.5% |
| 5 | Operations | 3,778,907 | 10,482,000 | 36.1% |
| 6 | People | 2,029,008 | 2,795,000 | 72.6% |
| 7 | Planning & Engagement | 924,985 | 2,435,000 | 38.0% |
| 9 | **TOTAL** | **$ 193,690,534** | **$ 397,231,000** | **48.8%** |
| | **REVENUES** | | | |
| 10 | GRANT | $ 126,368,776 | $ 127,571,000 | 99.1% |
| 11 | STATE CONTRIBUTION | 11,687,347 | 45,619,000 | 25.6% |
| 12 | LEASES (PAID TO DATE) | 18,622,731 | 32,652,000 | 57.0% |
| 13 | BONDS | 9,749,215 | 90,055,000 | 10.8% |
| 14 | LOCAL PARTNERS | 5,476,408 | 5,020,000 | 109.1% |
| 15 | UTA FUNDING | 21,786,057 | 96,314,000 | 22.6% |
| 16 | **TOTAL** | **$ 193,690,534** | **$ 397,231,000** | **48.8%** |

**FAREBOX RECOVERY & SPR** EXHIBIT 1-7
**(UNAUDITED)**
**As of October 31, 2025**

**BY SERVICE**

| | CURRENT MONTH | | YEAR TO DATE | |
|---|---|---|---|---|
| | Oct-25 | Oct-24 | 2025 | 2024 |
| **UTA** | | | | |
| Fully Allocated Costs | 39,483,544 | 35,413,531 | 361,099,105 | 343,990,522 |
| Passenger Farebox Revenue | 3,594,706 | 3,478,812 | 32,370,007 | 33,289,980 |
| Passengers | 3,911,037 | 3,895,168 | 34,001,108 | 34,027,274 |
| Farebox Recovery Ratio | 9.1% | 9.8% | 9.0% | 9.7% |
| Actual Subsidy per Rider | $9.18 | $8.20 | $9.67 | $9.13 |
| **BUS SERVICE** | | | | |
| Fully Allocated Costs | 19,134,863 | 17,841,681 | 180,448,334 | 172,004,354 |
| Passenger Farebox Revenue | 1,379,064 | 1,467,378 | 13,779,803 | 13,693,417 |
| Passengers | 1,931,169 | 1,917,078 | 16,937,835 | 16,592,463 |
| Farebox Recovery Ratio | 7.2% | 8.2% | 7.6% | 8.0% |
| Actual Subsidy per Rider | $9.19 | $8.54 | $9.84 | $9.54 |
| **LIGHT RAIL SERVICE** | | | | |
| Fully Allocated Costs | 9,742,466 | 8,608,160 | 85,981,747 | 82,494,997 |
| Passenger Farebox Revenue | 688,448 | 715,327 | 6,667,715 | 7,092,394 |
| Passengers | 1,321,198 | 1,327,836 | 11,094,643 | 11,702,130 |
| Farebox Recovery Ratio | 7.1% | 8.3% | 7.8% | 8.6% |
| Actual Subsidy per Rider | $6.85 | $5.94 | $7.15 | $6.44 |
| **COMMUTER RAIL SERVICE** | | | | |
| Fully Allocated Costs | 5,492,588 | 4,248,065 | 43,314,139 | 43,499,185 |
| Passenger Farebox Revenue | 557,431 | 549,915 | 4,652,864 | 4,704,305 |
| Passengers | 406,094 | 414,773 | 3,496,285 | 3,490,440 |
| Farebox Recovery Ratio | 10.1% | 12.9% | 10.7% | 10.8% |
| Actual Subsidy per Rider | $12.15 | $8.92 | $11.06 | $11.11 |
| **MICROTRANSIT** | | | | |
| Fully Allocated Costs | 1,382,475 | 983,163 | 14,744,316 | 9,392,324 |
| Passenger Farebox Revenue | 58,957 | 64,385 | 562,646 | 485,272 |
| Passengers | 56,273 | 54,805 | 545,728 | 471,910 |
| Farebox Recovery Ratio | 4.3% | 6.5% | 3.8% | 5.2% |
| Actual Subsidy per Rider | $23.52 | $16.76 | $25.99 | $18.87 |
| **PARATRANSIT** | | | | |
| Fully Allocated Costs | 3,143,719 | 3,049,214 | 30,030,337 | 30,303,994 |
| Passenger Farebox Revenue | 572,958 | 366,037 | 3,109,404 | 4,069,086 |
| Passengers | 92,460 | 93,261 | 812,437 | 836,357 |
| Farebox Recovery Ratio | 18.2% | 12.0% | 10.4% | 13.4% |
| Actual Subsidy per Rider | $27.80 | $28.77 | $33.14 | $31.37 |
| **RIDESHARE** | | | | |
| Fully Allocated Costs | 587,433 | 683,248 | 6,580,231 | 6,295,669 |
| Passenger Farebox Revenue | 337,849 | 315,770 | 3,597,576 | 3,245,507 |
| Passengers | 103,843 | 87,415 | 1,114,180 | 933,973 |
| Farebox Recovery Ratio | 57.5% | 46.2% | 54.7% | 51.6% |
| Actual Subsidy per Rider | $2.40 | $4.20 | $2.68 | $3.27 |

**FAREBOX RECOVERY & SPR** EXHIBIT 1-8
**(UNAUDITED)**
**As of October 31, 2025**

**BY TYPE**

| | CURRENT MONTH | | YEAR TO DATE | |
|---|---|---|---|---|
| | **Oct-25** | **Oct-24** | **2025** | **2024** |
| **FULLY ALLOCATED COSTS** | | | | |
| Bus Service | $19,134,863 | $17,841,681 | $180,448,334 | $172,004,354 |
| Light Rail Service | $9,742,466 | $8,608,160 | $85,981,747 | $82,494,997 |
| Commuter Rail Service | $5,492,588 | $4,248,065 | $43,314,139 | $43,499,185 |
| Microtransit | $1,382,475 | $983,163 | $14,744,316 | $9,392,324 |
| Paratransit | $3,143,719 | $3,049,214 | $30,030,337 | $30,303,994 |
| Rideshare | $587,433 | $683,248 | $6,580,231 | $6,295,669 |
| **UTA** | **$39,483,544** | **$35,413,531** | **$361,099,104** | **$343,990,523** |
| **PASSENGER FAREBOX REVENUE** | | | | |
| Bus Service | $1,379,064 | $1,467,378 | $13,779,803 | $13,693,417 |
| Light Rail Service | $688,448 | $715,327 | $6,667,715 | $7,092,394 |
| Commuter Rail Service | $557,431 | $549,915 | $4,652,864 | $4,704,305 |
| Microtransit | $58,957 | $64,385 | $562,646 | $485,272 |
| Paratransit | $572,958 | $366,037 | $3,109,404 | $4,069,086 |
| Rideshare | $337,849 | $315,770 | $3,597,576 | $3,245,507 |
| **UTA** | **$3,594,707** | **$3,478,812** | **$32,370,008** | **$33,289,981** |
| **PASSENGERS** | | | | |
| Bus Service | 1,931,169 | 1,917,078 | 16,937,835 | 16,592,463 |
| Light Rail Service | 1,321,198 | 1,327,836 | 11,094,643 | 11,702,130 |
| Commuter Rail Service | 406,094 | 414,773 | 3,496,285 | 3,490,440 |
| Microtransit | 56,273 | 54,805 | 545,728 | 471,910 |
| Paratransit | 92,460 | 93,261 | 812,437 | 836,357 |
| Rideshare | 103,843 | 87,415 | 1,114,180 | 933,973 |
| **UTA** | **3,911,037** | **3,895,168** | **34,001,108** | **34,027,273** |
| **FAREBOX RECOVERY RATIO** | | | | |
| Bus Service | 7.2% | 8.2% | 7.6% | 8.0% |
| Light Rail Service | 7.1% | 8.3% | 7.8% | 8.6% |
| Commuter Rail Service | 10.1% | 12.9% | 10.7% | 10.8% |
| Microtransit | 4.3% | 6.5% | 3.8% | 5.2% |
| Paratransit | 18.2% | 12.0% | 10.4% | 13.4% |
| Rideshare | 57.5% | 46.2% | 54.7% | 51.6% |
| **UTA** | 9.1% | 9.8% | 9.0% | 9.7% |
| **ACTUAL SUBSIDY PER RIDER** | | | | |
| Bus Service | $9.19 | $8.54 | $9.84 | $9.54 |
| Light Rail Service | $6.85 | $5.94 | $7.15 | $6.44 |
| Commuter Rail Service | $12.15 | $8.92 | $11.06 | $11.11 |
| Microtransit | $23.52 | $16.76 | $25.99 | $18.87 |
| Paratransit | $27.80 | $28.77 | $33.14 | $31.37 |
| Rideshare | $2.40 | $4.20 | $2.68 | $3.27 |
| **UTA** | $9.18 | $8.20 | $9.67 | $9.13 |

**SUMMARY OF ACCOUNTS RECEIVABLE** EXHIBIT 1-9
**(UNAUDITED)**
**As of October 31, 2025**

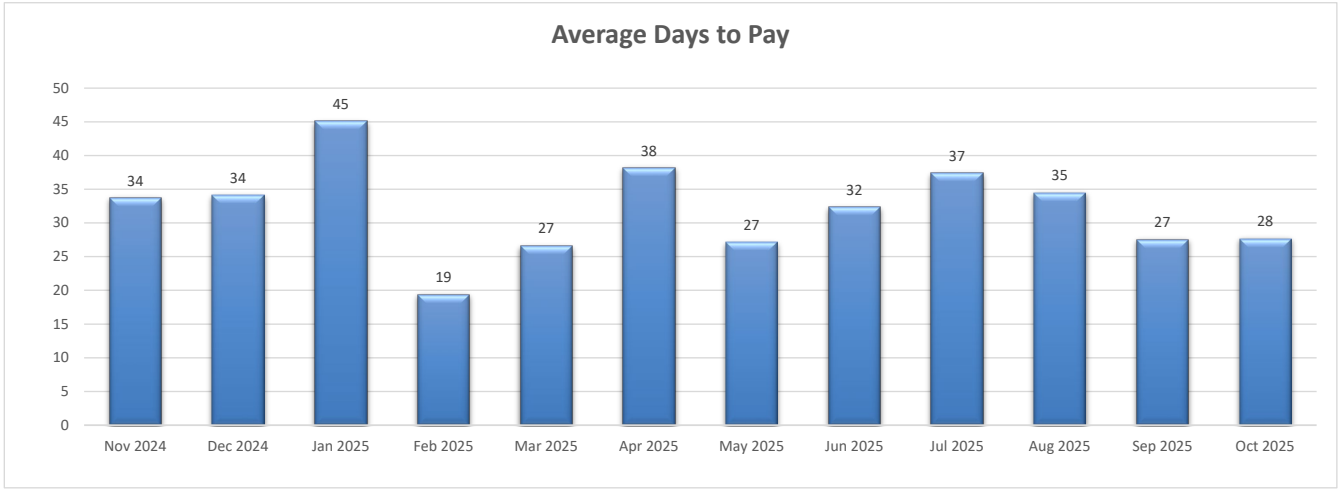
| | Classification | Total | Current | 31-60 Days | 61-90 Days | 90-120 Days | Over 120 Days |
|---|---|---|---|---|---|---|---|
| 1 | Federal Grants Government [1] | $ 318,932 | $ 318,932 | - | - | - | - |
| 2 | Sales Tax Contributions | 77,596,421 | 45,534,383 | $ 32,062,038 | - | - | - |
| 3 | Warranty Recovery | 2,035,050 | 2,035,050 | - | - | - | - |
| 4 | Build America Bond Subsidies | - | - | - | - | - | - |
| 5 | Product Sales and Development | 4,223,440 | 469,778 | 47,754 | 15,133 | 2,049,090 | 1,641,685 |
| 6 | Pass Sales | 36,736 | 154,140 | (11,178) | 1,615 | (226,238) | 118,396 |
| 7 | Property Management | 229,333 | 142,914 | 8,365 | 800 | 7,869 | 69,384 |
| 8 | Vanpool/Rideshare | 133,474 | 55,454 | 26,298 | 3,477 | 2,025 | 46,220 |
| 9 | Salt Lake City Agreement | 508,421 | 508,471 | (50) | - | - | - |
| 10 | Planning | - | - | - | - | - | - |
| 11 | Capital Development Agreements | 3,220,897 | 3,216,487 | - | 4,410 | - | 0 |
| 12 | Other | 12,302,677 | 307,383 | 30,922 | - | 5,857 | 365,792 |
| 13 | **Total** | **$ 100,605,381** | **$ 52,742,992** | **$ 32,164,150** | **$ 25,434** | **$ 1,838,604** | **$ 2,241,478** |
| | **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 | | 11.1% | 1.1% | 0.4% | 48.5% | 38.9% |
| 19 | Pass Sales | | 419.6% | -30.4% | 4.4% | -615.9% | 322.3% |
| 20 | Property Management | | 62.3% | 3.6% | 0.3% | 3.4% | 30.3% |
| 21 | Vanpool/Rideshare | | 41.5% | 19.7% | 2.6% | 1.5% | 34.6% |
| 22 | Salt Lake City Agreement | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| 23 | Planning | | | | | | |
| 24 | Capital Development Agreements | | 99.9% | 0.0% | 0.1% | 0.0% | 0.0% |
| 25 | Other | | 2.5% | 0.3% | 0.0% | 0.0% | 3.0% |
| 26 | **Total** | | **52.4%** | **32.0%** | **0.0%** | **1.8%** | **2.2%** |

*[1] Federal preventive maintenance funds and federal RideShare funds*

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

EXHIBIT 1-10

| Contract # and Description | | Contract Date | Vendor | Check # | Date | Check Total |
|---|---|---|---|---|---|---|
| 00017232 | LIABILITY INSURANCE POLICIES | 7/6/2022 | Alliant Insurance Services, IN | 905761 | 10/1/2025 | (786,689.22) |
| 00017232 | LIABILITY INSURANCE POLICIES | 7/6/2022 | Alliant Insurance Services, IN | 905761 | 10/1/2025 | (383,049.24) |
| 00017232 | LIABILITY INSURANCE POLICIES | 7/6/2022 | Alliant Insurance Services, IN | 905761 | 10/1/2025 | (341,950.64) |
| 00017232 | LIABILITY INSURANCE POLICIES | 7/6/2022 | Alliant Insurance Services, IN | 905761 | 10/1/2025 | (214,870.12) |
| 00017232 | LIABILITY INSURANCE POLICIES | 7/6/2022 | Alliant Insurance Services, IN | 905761 | 10/1/2025 | (210,922.50) |
| 00017232 | LIABILITY INSURANCE POLICIES | 7/6/2022 | Alliant Insurance Services, IN | 905761 | 10/1/2025 | (357,312.86) |
| 00203378 | TPSS UPGRADE/REHAB | 8/23/2021 | C3M Power Systems LLC | 905835 | 10/8/2025 | (497,619.56) |
| 00243891 | Construction Oper. Restrooms | 4/25/2024 | Calvin L Wadsworth Constr. Com | 905918 | 10/15/2025 | (599,333.27) |
| R2024-02-02 | Pension Contribution | 2/14/2024 | Cambridge Associates, LLC. | 393585 | 10/3/2025 | (1,302,059.37) |
| R2024-02-02 | Pension Contribution | 2/14/2024 | Cambridge Associates, LLC. | 393849 | 10/17/2025 | (1,307,888.01) |
| R2024-02-02 | Pension Contribution | 2/14/2024 | Cambridge Associates, LLC. | 394165 | 10/31/2025 | (1,315,618.30) |
| 00017549 | Remix Annual License | 5/22/2025 | Carahsoft Technology Corporati | 906097 | 10/29/2025 | (206,486.00) |
| 02403915 | Shop Floor refinish | 5/14/2025 | CDC Restoration & Construction | 905989 | 10/22/2025 | (245,087.83) |
| 00017341 | 40FT Bus | 1/5/4922 | GILLIG CORPORATION | 905760 | 10/1/2025 | (765,581.00) |
| 02403849 | | 10/28/2024 | Kiewit Infrastructure West Co. | 905913 | 10/15/2025 | (281,223.83) |
| 02003243 | PARA SERVICE NORTH | 6/3/2020 | MV PUBLIC TRANSPORTATION | 905915 | 10/15/2025 | (270,845.35) |
| 00243813 | TRAX Platform in South Jordan | 5/8/2024 | PAULSEN CONSTRUCTION, INC. | 905836 | 10/8/2025 | (512,955.30) |
| 00213530 | Insurance | 4/26/2023 | PEHP (Use for Admin) | 905781 | 10/1/2025 | (288,592.71) |
| 23-P00278 | Orchard Pathway | 11/19/6058 | Perry City Corporation | 394065 | 10/29/2025 | (250,000.00) |
| R2023-04-08 | UTILITIES | 4/26/2023 | ROCKY MOUNTAIN POWER | 393655 | 10/8/2025 | (213,511.80) |
| R2023-04-08 | UTILITIES | 4/26/2023 | ROCKY MOUNTAIN POWER | 393763 | 10/15/2025 | (564,487.67) |
| R2023-04-08 | UTILITIES | 4/26/2023 | ROCKY MOUNTAIN POWER | 394064 | 10/29/2025 | (221,233.36) |
| 01137019 | Engineering | 12/19/2024 | ROCKY MOUNTAIN SYSTEMS SERVICE | 906098 | 10/29/2025 | (209,206.25) |
| 00213531 | HEALTH INSURANCE | 5/3/2022 | SELECT HEALTH | 905782 | 10/1/2025 | (1,034,281.90) |
| 01138592 | ON-CALL MAINTENANCE | 6/9/2021 | Stacy and Witbeck, Inc. | 905759 | 10/1/2025 | (270,885.87) |
| 01138846 | ON-CALL MAINTENANCE | 6/9/2021 | Stacy and Witbeck, Inc. | 905759 | 10/1/2025 | (351,826.00) |
| 00233786 | ON-CALL MAINTENANCE | 6/9/2021 | Stacy and Witbeck, Inc. | 905919 | 10/15/2025 | (397,258.70) |
| 00233786 | ON-CALL MAINTENANCE | 6/9/2021 | Stacy and Witbeck, Inc. | 905919 | 10/15/2025 | (567,337.74) |
| 02303791 | Trax Cars | 3/13/5968 | Stadler US, Inc | 905838 | 10/8/2025 | (4,520,273.59) |
| 24384312 | Bus Bridge Service | 4/4/2025 | The Driver Provider | 905990 | 10/22/2025 | (258,001.88) |
| 00017468 | FLEET Vehicles | 11/30/2023 | TONY DIVINO TOYOTA | 905993 | 10/22/2025 | (243,813.48) |
| 02303738 | SOFTWARE SERVICE | 12/22/2023 | TRAPEZE SOFTWARE GROUP, INC. | 905834 | 10/8/2025 | (319,921.00) |
| 20039158 | TSP | 7/1/2025 | Utah Dept of Transportation (U | 905994 | 10/22/2025 | (1,399,570.38) |
| 20039158 | TSP | 7/1/2025 | Utah Dept of Transportation (U | 905994 | 10/22/2025 | (298,900.00) |
| R2024-02-02 | INCOME TAX | 2/14/2024 | UTAH ST TAX (WITHHOLDING ONLY) | 393616 | 10/3/2025 | (343,624.24) |
| R2024-02-02 | INCOME TAX | 2/14/2024 | UTAH ST TAX (WITHHOLDING ONLY) | 393880 | 10/17/2025 | (343,927.15) |
| R2024-02-02 | INCOME TAX | 2/14/2024 | UTAH ST TAX (WITHHOLDING ONLY) | 394195 | 10/31/2025 | (345,123.57) |
| 02033995 | ON DEMAND MOBILITY | 9/7/2021 | VIA TRANSPORTATION INC | 905837 | 10/8/2025 | (256,838.92) |
| 02033995 | ON DEMAND MOBILITY | 9/7/2021 | VIA TRANSPORTATION INC | 905837 | 10/8/2025 | (590,167.85) |
| UT94-134VT-1 | 5303 Allocation Match | 6/24/4936 | WASATCH FRONT REG COUNCIL | 905988 | 10/22/2025 | (235,000.00) |



669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Viola Miller, Chief Financial Officer
**PRESENTER(S):** Tracy Young, Grants Director

**TITLE:**

**Discretionary Grants Report**

**AGENDA ITEM TYPE:**
Report

**RECOMMENDATION:**
Informational report for discussion

**BACKGROUND:**
Board Policy 2.2 Contract Authority, Procurement and Grants states that any discretionary grant pursued by the Authority will be consistent with the Authority's mission and strategic priorities. The policy also requires that the Executive Director notify the Board of Trustees if a discretionary grant of $250,000 or more is being sought. This report on upcoming and in-process discretionary grant applications provides the Board an opportunity to be informed and give input on proposed grant applications.

The discretionary grant update provides information on:

- Grants not selected for award
- Grant applications proposed
- Grant applications submitted waiting selection; and
- Grants that have been selected for award but have not yet been obligated in a grant agreement

**DISCUSSION:**
A grants update will be provided to inform that 1 grant is yet to be submitted. 14 Grants are awaiting selection

(previously reported)  and 0 grants have been selected for award.

---

**ALTERNATIVES:**
NA

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**FISCAL IMPACT:**
The proposed match for the new FRA grant proposal will be provided through in-kind use of UTA owned land. The project is included in the 5-year capital plan

---

**ATTACHMENTS:**
NA

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Viola Miller, Chief Financial Officer |
| **PRESENTER(S):** | Viola Miller, Chief Financial Officer<br>Nichol Bourdeaux, Chief Planning and Engagement Officer<br>Brad Armstrong, Director, Budget and Financial Strategy |

**TITLE:**

**2026 Budget Public Engagement Report AND R2025-12-03 - Resolution Adopting the Authority's Final 2026 Budget**

**AGENDA ITEM TYPE:**
Resolution

**RECOMMENDATION:**
Approve Resolution R2025-12-03 adopting the Agency's Final 2026 Budget

**BACKGROUND:**
Each year, a final budget is brought forward to the Board of Trustees for adoption. The 2026 budget process included the development of a strategic framework, budget planning, evaluation of budget and financial plan assumptions, and the development, prioritization, and selection of budget initiatives and capital projects for inclusion in the 2026 budget.

The resulting Tentative Budget was presented and reviewed by the Board of Trustees and later adopted by the Board at its October 8, 2025 meeting. At its November 5, 2025 meeting, the Local Advisory Council reviewed and provided feedback on the Tentative Budget. The Council also reviewed the 5-year Capital Plan. The Tentative Budget was sent to Stakeholders and was open for public review and comment from October 8 to November 7, 2025.

At its December 3, 2025 meeting, the Board of Trustees reviewed and discussed the proposed Final 2026 Budget. The final Public Engagement Report containing all budget-related comments received from the public and stakeholders was included in the meeting packet and referenced in the December 3rd meeting. More discussion on the public engagement report will occur in the December 17th meeting. Approval of the resolution adopting the Final 2026 Budget is the last step in setting the budget for 2026.

**DISCUSSION:**
This resolution provides for the adoption of the Final 2026 Budget. Summary information about the Final 2026 Budget is provided in the Resolution's Exhibits A, A-1, and A-2. More details are provided in the Final 2026 Budget Document attached to this meeting memo.

A list of proposed changes to the approved 2026 Tentative Budget was presented in detail to the Board on December 3, 2025 for their consideration and are included in the Final 2026 Budget Document for reference (Exhibits B, B-1 and B-2).

The Resolution's Exhibits A and A-1 provide summary information for the operating and capital budgets.

Budgetary controls are based upon the classifications provided in this exhibit. Exhibit A-2 provides summary information for the operating budget by Office and Exhibit A-3 provides summary information for the operating budget by Mode.

Monthly financial reporting includes exhibits which provide budget versus actual financial reporting based upon these classifications.

The Final 2026 Budget Document provides detailed information for the operating and capital budgets.

---

**ALTERNATIVES:**
State law, Authority Bylaws, and Board Policy 2.3 require the Board to adopt a final budget prior to the end of the fiscal year.

The Board of Trustees may choose to revise or delay approval of the Final 2026 Budget.

---

**FISCAL IMPACT:**
The 2026 Operating and Capital Budgets and underlying 5-year financial plans are financially constrained. The 2026 Operating Budget is $488,582,000 and the 2026 Capital Budget is $339,213,000.

---

**ATTACHMENTS:**
1. R2025-12-03 - Resolution Adopting the Authority's Final 2026 Budget, including:

    a. Exhibits A and A-1 - Operating and Capital Budget Summaries

    b. Exhibit A-2 - Operating Budget Summary by Office

    c. Exhibit A-3 - Operating Budget Summary by Mode

2. Final 2026 Budget Document

Docusign Envelope ID: F958C3E0-31B4-4DE5-9A36-F31C46E25DEF

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE AUTHORITY'S FINAL 2026 BUDGET

R2025-12-03 December 17, 2025

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Special Districts Act and the Utah Public Transit District Act (collectively referred to as "the Act"); and

WHEREAS, the Act requires the Board of Trustees ("Board") of the Authority to follow a specific process before it can enact a final budget for the year 2026; and

WHEREAS, the Board of Trustees (the "Board") has established Board Policy 2.3-Budget (the "Policy") to further define the requirements and format of the Authority's budget and any future adjustments or amendments; and

WHEREAS, as part of that budget process, on October 8, 2025, the Board approved a tentative budget, provided notice for a public hearing which was held on October 30, 2025, and provided copies of that budget and notice to interested persons and to those entities identified by statute; and

WHEREAS, on November 5, 2025, the Local Advisory Council reviewed the Authority's tentative budget and provided their consultation and advice to the Executive Director and Board of the Authority; and

WHEREAS, the Board has reviewed the final budget as proposed by the Executive Director, and believes that the final budget reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy; and

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

1. That the Board hereby approves and adopts the Authority's FINAL 2026 Budget, a copy of which is attached to this Resolution as Exhibits A and A-1.

2. That the 2026 monthly financial reports shall also include budget versus actual comparisons based upon the operating budget classifications attached to this Resolution as Exhibit's A-2 and A-3.

3. That this Resolution stay in full force and effect until superseded by further action of the Board.

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4. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary to give effect to this Resolution.

5. That the corporate seal be attached hereto.

Approved and Adopted this 17th day of December 2025.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority (Corporate Seal)

Approved As To Form:

Signed by:
David M. Wilkins
0F6F046DE4724A2...
Legal Counsel

Docusign Envelope ID: F958C3E0-31B4-4DE5-9A36-F31C46E25DEF

# UTAH TRANSIT AUTHORITY
# 2026 OPERATING BUDGET
# December 17, 2025

## Exhibit A

| | Revenue | 2026 Budget |
|---|---|---|
| 1 | Sales Tax | $ 516,541,000 |
| 2 | Federal Preventative Maintenance | 96,548,000 |
| 3 | Passenger Revenue | 40,887,000 |
| 4 | Advertising | 2,172,000 |
| 5 | Investment Income | 14,384,000 |
| 6 | Other Revenues | 14,867,000 |
| 7 | **Total Revenue** | **685,399,000** |
| | **Operating Expense** | |
| 8 | Bus | 163,312,000 |
| 9 | Commuter Rail | 36,317,000 |
| 10 | Light Rail | 66,854,000 |
| 11 | Paratransit | 33,364,000 |
| 12 | Rideshare/Vanpool | 4,563,000 |
| 13 | Microtransit | 17,968,000 |
| 14 | Operations Support | 75,619,000 |
| 15 | Administration | 66,526,000 |
| 16 | Planning/Capital Support | 15,063,000 |
| 17 | Non-Departmental | 8,997,000 |
| 18 | **Total Operating Expense** | **488,582,000** |
| | **Debt Service, Contribution to Reserves, and Transfer to UTA Fund** | |
| 19 | Principal and Interest | 173,176,000 |
| 20 | Bond Service Utah County for UVX BRT program | 3,374,000 |
| 21 | Contribution to Reserves | - |
| 22 | Transfer to/(from) UTA Fund Balance | 20,267,000 |
| 23 | **Total Debt Service, Reserves, Transfers** | **196,817,000** |
| 24 | **Total Expense** | **$ 685,399,000** |

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# UTAH TRANSIT AUTHORITY
# 2026 CAPITAL BUDGET
# December 17, 2025

## Exhibit A-1

| | Funding Sources | 2026 Budget |
|---|---|---|
| 1 | UTA Current Year Funding | $ 84,361,000 |
| 2 | Grants | 111,703,000 |
| 3 | Local Partner Contributions | 13,478,000 |
| 4 | State Contribution | 45,672,000 |
| 5 | Leasing | 36,714,000 |
| 6 | Bonds | 47,285,000 |
| 7 | **Total Funding Sources** | **339,213,000** |
| | **Expense** | |
| 8 | State of Good Repair | 198,900,000 |
| 9 | MVX BRT | 31,715,000 |
| 10 | S-Line Extension | 30,086,000 |
| 11 | FrontRunner 2X | 6,856,000 |
| 12 | EAM/WM/RISC (Trapeze) | 5,356,000 |
| 13 | HB322 Future Rail Car Purchase Payment | 5,000,000 |
| 14 | Other Capital Projects | 61,300,000 |
| 15 | **Total Expense** | **$ 339,213,000** |

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# UTAH TRANSIT AUTHORITY
## 2026 OPERATING BUDGET BY OFFICE
## December 17, 2025

**Exhibit A-2**

| | Revenue | 2026 Budget |
|---|---|---|
| 1 | Sales Tax | $ 516,541,000 |
| 2 | Federal Preventative Maintenance | 96,548,000 |
| 3 | Passenger Revenue | 40,887,000 |
| 4 | Advertising | 2,172,000 |
| 5 | Investment Income | 14,384,000 |
| 6 | Other Revenues | 14,867,000 |
| 7 | **Total Revenue** | **685,399,000** |

| | Operating Expense | | FTE |
|---|---|---|---|
| 9 | Board of Trustees | 3,794,000 | 16.5 |
| 10 | Executive Director | 7,790,000 | 35.7 |
| 11 | Communications | 5,250,000 | 19.0 |
| 12 | Operations | 356,112,000 | 2,456.2 |
| 13 | Finance | 19,976,000 | 119.0 |
| 14 | Service Development | 8,383,000 | 64.5 |
| 15 | Planning & Engagement | 29,691,000 | 106.1 |
| 16 | Enterprise Strategy | 34,596,000 | 132.0 |
| 17 | People Office | 13,994,000 | 105.8 |
| 18 | Non-Departmental | 8,997,000 | - |
| 19 | **Total Operating** | **488,582,000** | **3,054.7** |
| 20 | Debt Service | 176,550,000 | |
| 21 | Contribution to Reserves | - | |
| 22 | Transfer to/(from) UTA Fund Balance | 20,267,000 | |
| 23 | **Total Operating Budget** | **$ 685,399,000** | **3,054.7** |

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# UTAH TRANSIT AUTHORITY
## 2026 OPERATING BUDGET BY MODE
## December 17, 2025

**Exhibit A-3**

| | Revenue | 2026 Budget |
|---|---|---|
| 1 | Sales Tax | $ 516,541,000 |
| 2 | Federal Preventative Maintenance | 96,548,000 |
| 3 | Passenger Revenue | 40,887,000 |
| 4 | Advertising | 2,172,000 |
| 5 | Investment Income | 14,384,000 |
| 6 | Other Revenues | 14,867,000 |
| 7 | **Total Revenue** | **685,399,000** |

| | Operating Expense | | FTE |
|---|---|---|---|
| 8 | Bus | 163,312,000 | 1,300.5 |
| 9 | Commuter Rail | 36,317,000 | 208.5 |
| 10 | Light Rail | 66,854,000 | 467.0 |
| 11 | Paratransit | 33,364,000 | 214.0 |
| 12 | Rideshare/Vanpool | 4,563,000 | 11.0 |
| 13 | Microtransit | 17,968,000 | 5.5 |
| 14 | Operations Support | 75,619,000 | 512.2 |
| 15 | Administration | 66,526,000 | 229.2 |
| 16 | Planning/Capital Support | 15,063,000 | 106.8 |
| 17 | Non-Departmental | 8,997,000 | - |
| 18 | **Total Operating** | **488,582,000** | **3,054.7** |

| | Debt Service, Contribution to Reserves, and Transfer to UTA Fund | | |
|---|---|---|---|
| 19 | Principal and Interest | 173,176,000 | - |
| 20 | Bond Service Utah County for UVX BRT program | 3,374,000 | - |
| 21 | Contribution to Reserves | - | - |
| 22 | Transfer to/(from) UTA Fund Balance | 20,267,000 | - |
| 23 | **Total Debt Service, Reserves, Transfers** | **196,817,000** | **-** |
| 24 | **Total Operating Budget** | **$ 685,399,000** | **3,054.7** |

# Utah Transit Authority

## Budget Document

## 2026









UTA

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# Message from the Board of Trustees

The Utah Transit Authority (UTA) Board of Trustees is proud to present our approved 2026 Operating and Capital Budget. This budget aligns with UTA's strategic priorities and reflects our commitment to maximizing the value of Utahns' investment in a world-class transit system. UTA prepares an annual budget as part of a fiscally responsible approach to ensuring accountability for the use of public funds.

We believe this budget reflects a balanced approach to taking care of our current system while proactively planning for our future needs. Every dollar invested in public transportation is an investment in Utah's future. The economic return of UTA services creates jobs, provides market access, and increases tax revenue. A recent economic study found that for every $1 invested in UTA operations and capital, Utah's economy generates $5.11 in additional goods and services.

The board remains steadfast in its responsibility to steward public funds wisely. The 2026 budget is grounded in conservative revenue forecasts, rigorous cost controls, and data-informed planning. It positions UTA to support regional growth, access to economic opportunities, and Utah's long-term transportation vision.



Carlton Christenson
Board Chair
Salt Lake County



Beth Holbrook
Trustee
Davis, Weber, Box Elder Counties



Jeff Acerson
Trustee
Tooele, Utah Counties

# Message From the Executive Director



At the Utah Transit Authority, our mission is simple yet powerful: *We Move You.* Every decision we make and every dollar we invest is focused on improving mobility, supporting and generating return for Utah's growing communities, and enhancing every Utahns' quality of life.

Our 2026 Operating and Capital Budget reflects this commitment. Guided by UTA's 2030 Strategic Plan, we have developed a budget that balances fiscal responsibility with forward-looking investment. This includes $488 million for operations, $332 million dedicated to capital improvements, and $189 million in debt service and reserves. Each expenditure is designed to ensure safe, reliable, and sustainable transit for decades to come.

UTA has earned well-deserved national recognition for its excellence. In 2025, we received the industry's highest honor: Outstanding Public Transportation System from the American Public Transportation Association. This award recognizes UTA as a world-class, regional transit system. Our strong performance and proven impact make us a compelling and valuable investment, both locally and nationally.

Utah's rapid growth continues to shape our priorities. Transit remains essential in addressing congestion, housing access, commute times, and air quality, issues that directly affect the daily lives of Utah residents. Our budget strategically invests in key projects such as the Midvalley Express bus rapid transit (BRT), our third BRT line, which will connect Murray Central Station with Salt Lake Community College and the Maverik Center. UTA plans to start service on this important project in April 2026, one year ahead of schedule.

The 2026 budget also includes expanding facilities like the Ogden Bus Service Unit's administration building and our TRAX Operations and Maintenance Facilities. Construction will begin on extending the S-Line. We are replacing our fare system and ensuring that our transit network maintains a state of good repair through fleet rehabilitation and replacement. In addition to these capital projects, UTA will update our Long-Range Transit Plan to identify additional investments needed in our transit system as Utah prepares to welcome the world for the 2034 Winter Olympic and Paralympic Games.

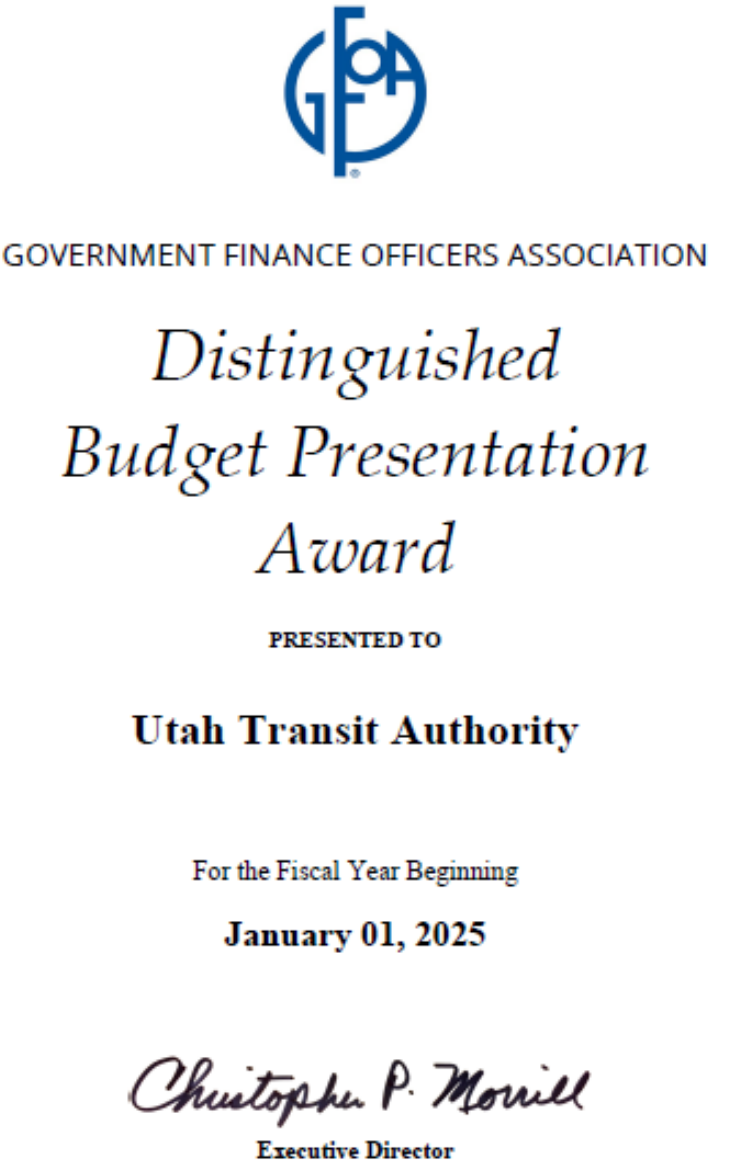
Our 2026 budget is built on collaboration and shared responsibility. Sales tax revenue continues to provide the backbone of our funding, supported by strong partnerships at the federal, state, and local levels. These partnerships embrace the larger **We** of our mission and enable us to deliver meaningful transit improvements while remaining accountable stewards of public funds. Ultimately, our 2026 budget reflects a roadmap as **We** — customers and communities, state and local leaders, and over 3,000 UTA employees— chart our public transportation success story across the Wasatch Front.



Jay M. Fox
Executive Director

# Distinguished Budget Presentation Award

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to Utah Transit Authority, for its 2025 Budget for the fiscal year beginning January 1, 2025. To receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished Budget Presentation Award*

PRESENTED TO

**Utah Transit Authority**

For the Fiscal Year Beginning

**January 01, 2025**

Christopher P. Morrill

**Executive Director**

This award is valid for a period of 12 months only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

# About the Utah Transit Authority

UTA's vision is simple – We Move You. Since its beginning in 1970, UTA has expanded from a small company operating 90 buses and traveling 3 million annual service miles, to its current system that offers streetcar, light rail, commuter rail, bus rapid transit (BRT) vanpool, fixed-route bus, express bus, ski bus, paratransit, route deviation services, and UTA On Demand Microtransit service. The agency currently provides tens of millions of passenger rides to the customers in its service area. The Special Services Business Unit offers paratransit and route deviation services along the Wasatch Front.

In 2026, UTA's bus services will offer regular fixed route, express, and bus rapid transit with 1.5 million scheduled service hours with an estimated 20.8 million service miles planned. The TRAX light rail system in Salt Lake County is scheduled to operate 215.200 hours providing 7.2 million service miles, and the FrontRunner commuter rail system, which runs almost 85 miles from Ogden to Provo, will operate 106.400 service hours and 1.4 million service miles. The two-mile S-Line Streetcar line connects neighborhoods in South Salt Lake and the Sugar House area in Salt Lake City. UTA On Demand Microtransit service, initially launched in November 2019, continues to emerge as a new and highly popular public transportation choice, and UTA opened its second service area in late-2021. In 2026, UTA will offer an estimated 214,400 hours of On Demand service, or about 6% over 2025 projected service hours.

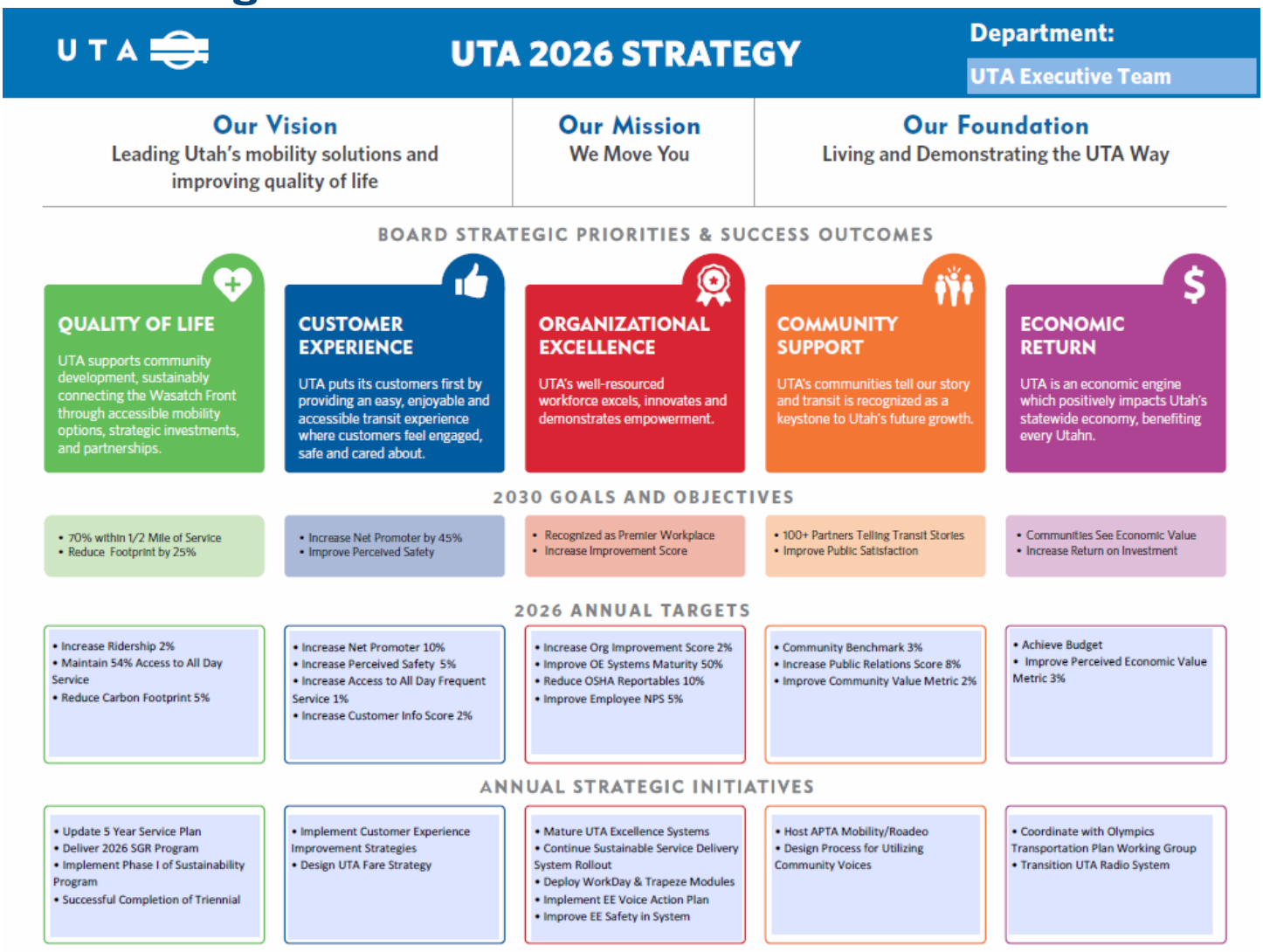
Combined, UTA estimates these integrated, coordinated transit services will support an estimated 42 million riders in 2026. UTA serves the populations of Weber, Davis, Utah, Box Elder, Tooele, and Salt Lake counties. As UTA covers a large geographic region and serves 80% of the state's population, the agency works to support Utah's thriving economy by supporting the growth of the communities we serve and help people get to where they want to go when they need to be there. In recent years, UTA has renewed its emphasis on service and is committed to increase outreach to and input from customers and communities better aligning our services with community needs and increasing access to public transportation.

We support our communities by improving mobility, facilitating economic development and access to opportunities with frequent, reliable, and extensive service. In addition, UTA will be engaging the community and stakeholders on several major initiatives and activities such as a comprehensive on-board survey, UTA fare policy review, mobility service plans, service choice decisions, and station area and a transit-oriented communities' strategy that looks beyond traditional transit-oriented developments.

## Strategic Plan, Budget Priorities, and Budget Process

In 2022, the Board of Trustees began the process of creating a Strategic Plan to guide the Agency for the next 10 years. Working with UTA leadership throughout 2022, the Board adopted a Vision statement and objectives that articulate desired outcomes, set goals for achieving those outcomes, provide a framework to measure UTA's progress, and create new tools to communicate our progress with decision makers, taxpayers, customers, and our partners. This new Strategic Plan has guided investment decisions and provided the agency with a new strategic direction of the last few years.

# 2026 Strategic Priorities



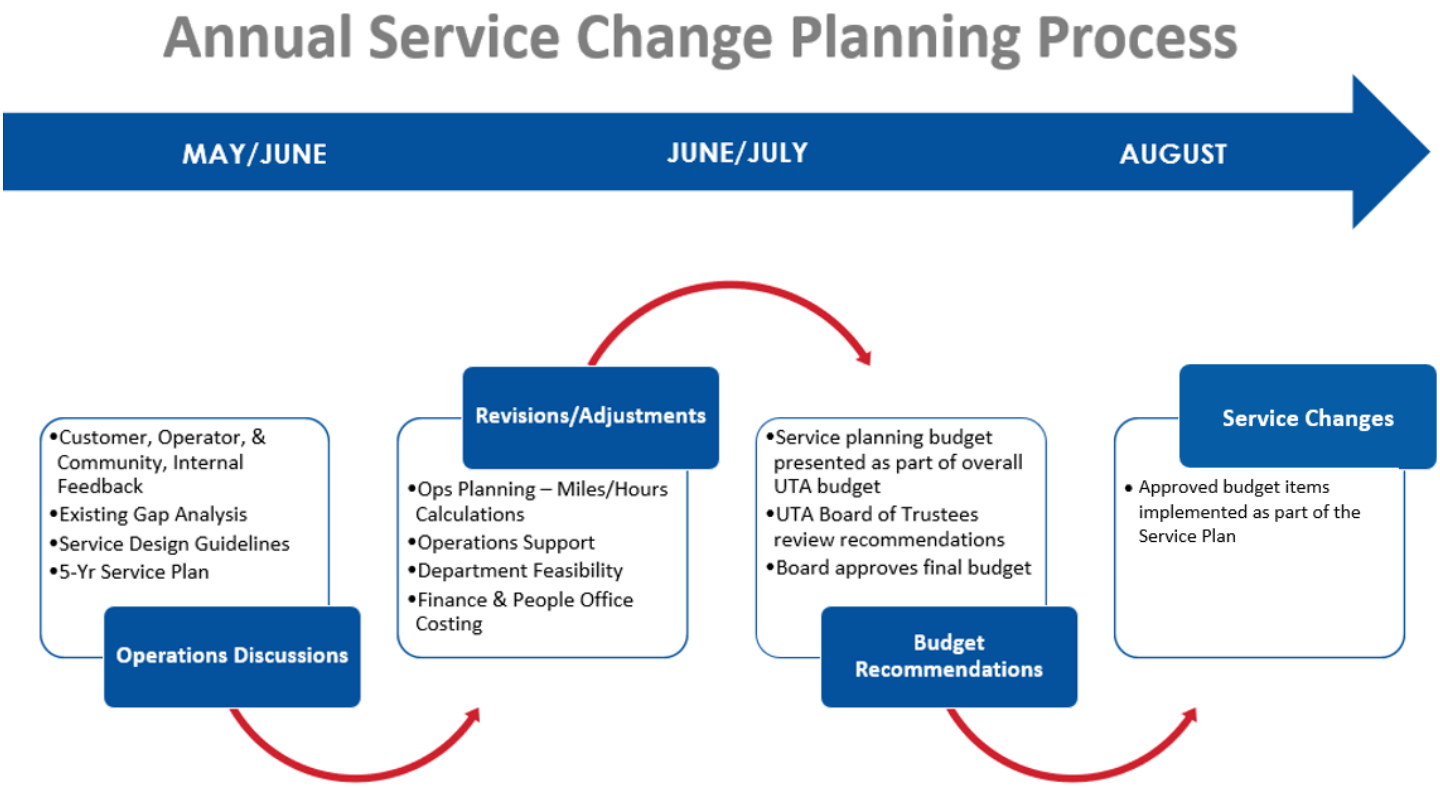
# 2026 Budget Framework

Leveraging local, regional, state and UTA planning guidance as well as UTA's Internal Cultural Model (UTA Way), UTA developed a budget development framework for 2026 that aligns investment decisions with state, regional and local plans. That budget strategy also includes the priorities and values shown below. This framework guided development of the 2026 Budget and 5-Year plans.



# Service Strategy

Using criteria established in UTA's Service Design Standards and the Board adopted Five-Year Service Plan, UTA constantly evaluates existing service and potential new service. This annual service change process is a key driver in the annual budget process and is depicted in the graphic below.




This budget includes a Service Strategy supported by UTA's 2026 Annual Service Plan which:

- Begins Mid-Valley Express (MVX) Bus Rapid Transit service due to capital project completion ahead of schedule
- Local bus service changes and improvements which support MVX implementation

# Budget Summaries

Note: Capital funding sources (revenues) are reported on a cash basis in this Exhibit.

**UTAH TRANSIT AUTHORITY**
**2026 OPERATING BUDGET**
**December 3, 2025**

**Exhibit A**

| | Revenue | 2026 Budget |
|---|---|---|
| 1 | Sales Tax | $ 516,541,000 |
| 2 | Federal Preventative Maintenance | 96,548,000 |
| 3 | Passenger Revenue | 40,887,000 |
| 4 | Advertising | 2,172,000 |
| 5 | Investment Income | 14,384,000 |
| 6 | Other Revenues | 14,867,000 |
| 7 | **Total Revenue** | **685,399,000** |
| | **Operating Expense** | |
| 8 | Bus | 163,312,000 |
| 9 | Commuter Rail | 36,317,000 |
| 10 | Light Rail | 66,854,000 |
| 11 | Paratransit | 33,364,000 |
| 12 | Rideshare/Vanpool | 4,563,000 |
| 13 | Microtransit | 17,968,000 |
| 14 | Operations Support | 75,619,000 |
| 15 | Administration | 66,526,000 |
| 16 | Planning/Capital Support | 15,063,000 |
| 17 | Non-Departmental | 8,997,000 |
| 18 | **Total Operating Expense** | **488,582,000** |
| | **Debt Service, Contribution to Reserves, and Transfer to UTA Fund** | |
| 19 | Principal and Interest | 173,176,000 |
| 20 | Bond Service Utah County for UVX BRT program | 3,374,000 |
| 21 | Contribution to Reserves | - |
| 22 | Transfer to/(from) UTA Fund Balance | 20,267,000 |
| 23 | **Total Debt Service, Reserves, Transfers** | **196,817,000** |
| 24 | **Total Expense** | **$ 685,399,000** |

# UTAH TRANSIT AUTHORITY
# 2026 CAPITAL BUDGET
# December 3, 2025

## Exhibit A-1

| | Funding Sources | 2026 Budget |
|---|---|---|
| 1 | UTA Current Year Funding | $ 84,361,000 |
| 2 | Grants | 111,703,000 |
| 3 | Local Partner Contributions | 13,478,000 |
| 4 | State Contribution | 45,672,000 |
| 5 | Leasing | 36,714,000 |
| 6 | Bonds | 47,285,000 |
| 7 | **Total Funding Sources** | **339,213,000** |
| | **Expense** | |
| 8 | State of Good Repair | 198,900,000 |
| 9 | MVX BRT | 31,715,000 |
| 10 | S-Line Extension | 30,086,000 |
| 11 | FrontRunner 2X | 6,856,000 |
| 12 | EAM/WM/RISC (Trapeze) | 5,356,000 |
| 13 | HB322 Future Rail Car Purchase Payment | 5,000,000 |
| 14 | Other Capital Projects | 61,300,000 |
| 15 | **Total Expense** | **$ 339,213,000** |

# UTAH TRANSIT AUTHORITY
# 2026 OPERATING BUDGET
# December 3, 2025

## Exhibit A-2

| | Revenue | 2026 Budget |
|---|---|---|
| 1 | Sales Tax | $ 516,541,000 |
| 2 | Federal Preventative Maintenance | 96,548,000 |
| 3 | Passenger Revenue | 40,887,000 |
| 4 | Advertising | 2,172,000 |
| 5 | Investment Income | 14,384,000 |
| 6 | Other Revenues | 14,867,000 |
| 7 | **Total Revenue** | **685,399,000** |

| | Operating Expense | | FTE |
|---|---|---|---|
| 9 | Board of Trustees | 3,794,000 | 16.5 |
| 10 | Executive Director | 7,790,000 | 35.7 |
| 11 | Communications | 5,250,000 | 19.0 |
| 12 | Operations | 356,112,000 | 2,456.2 |
| 13 | Finance | 19,976,000 | 119.0 |
| 14 | Service Development | 8,383,000 | 64.5 |
| 15 | Planning & Engagement | 29,691,000 | 106.1 |
| 16 | Enterprise Strategy | 34,596,000 | 132.0 |
| 17 | People Office | 13,994,000 | 105.8 |
| 18 | Non-Departmental | 8,997,000 | - |
| 19 | **Total Operating** | **488,582,000** | **3,054.7** |
| 20 | Debt Service | 176,550,000 | |
| 21 | Contribution to Reserves | - | |
| 22 | Transfer to/(from) UTA Fund Balance | 20,267,000 | |
| 23 | **Total Operating Budget** | **$ 685,399,000** | **3,054.7** |

# UTAH TRANSIT AUTHORITY
# 2026 OPERATING BUDGET
# December 3, 2025

## Exhibit A-3

| | Revenue | 2026 Budget |
|---|---|---|
| 1 | Sales Tax | $516,541,000 |
| 2 | Federal Preventative Maintenance | 96,548,000 |
| 3 | Passenger Revenue | 40,887,000 |
| 4 | Advertising | 2,172,000 |
| 5 | Investment Income | 14,384,000 |
| 6 | Other Revenues | 14,867,000 |
| 7 | **Total Revenue** | **685,399,000** |

| | Operating Expense | | FTE |
|---|---|---|---|
| 8 | Bus | 163,312,000 | 1,300.5 |
| 9 | Commuter Rail | 36,317,000 | 208.5 |
| 10 | Light Rail | 66,854,000 | 467.0 |
| 11 | Paratransit | 33,364,000 | 214.0 |
| 12 | Rideshare/Vanpool | 4,563,000 | 11.0 |
| 13 | Microtransit | 17,968,000 | 5.5 |
| 14 | Operations Support | 75,619,000 | 512.2 |
| 15 | Administration | 66,526,000 | 229.2 |
| 16 | Planning/Capital Support | 15,063,000 | 106.8 |
| 17 | Non-Departmental | 8,997,000 | - |
| 18 | **Total Operating** | **488,582,000** | **3,054.7** |

| | Debt Service, Contribution to Reserves, and Transfer to UTA Fund | | |
|---|---|---|---|
| 19 | Principal and Interest | 173,176,000 | - |
| 20 | Bond Service Utah County for UVX BRT program | 3,374,000 | - |
| 21 | Contribution to Reserves | - | - |
| 22 | Transfer to/(from) UTA Fund Balance | 20,267,000 | - |
| 23 | **Total Debt Service, Reserves, Transfers** | **196,817,000** | **-** |
| 24 | **Total Operating Budget** | **$685,399,000** | **3,054.7** |

# Tentative to Final Budget Changes

**UTAH TRANSIT AUTHORITY**
**2026 OPERATING BUDGET**
**December 3, 2025**

**Exhibit B**

| | | 2026 Tentative Budget | Budget Changes | 2026 Final Budget |
|---|---|---|---|---|
| | **Revenue** | | | |
| 1 | Sales Tax | $ 516,541,000 | $ - | $ 516,541,000 |
| 2 | Federal Preventative Maintenance | 96,548,000 | - | 96,548,000 |
| 3 | Passenger Revenue | 40,887,000 | - | 40,887,000 |
| 4 | Advertising | 2,172,000 | - | 2,172,000 |
| 5 | Investment Income | 14,384,000 | - | 14,384,000 |
| 6 | Other Revenues | 14,867,000 | - | 14,867,000 |
| 7 | **Total Revenue** | **685,399,000** | - | **685,399,000** |
| | **Operating Expense** | | | |
| 8 | Bus | 162,892,000 | 420,000 | 163,312,000 |
| 9 | Commuter Rail | 36,317,000 | - | 36,317,000 |
| 10 | Light Rail | 66,015,000 | 839,000 | 66,854,000 |
| 11 | Paratransit | 33,364,000 | - | 33,364,000 |
| 12 | Rideshare/Vanpool | 4,563,000 | - | 4,563,000 |
| 13 | Microtransit | 17,968,000 | - | 17,968,000 |
| 14 | Operations Support | 75,498,000 | 121,000 | 75,619,000 |
| 15 | Administration | 66,846,000 | (320,000) | 66,526,000 |
| 16 | Planning/Capital Support | 15,063,000 | - | 15,063,000 |
| 17 | Non-Departmental | 8,997,000 | - | 8,997,000 |
| 18 | **Total Operating Expense** | **487,523,000** | **1,059,000** | **488,582,000** |
| | **Debt Service, Contribution to Reserves, and Transfer to UTA Fund** | | | |
| 19 | Principal and Interest | 173,176,000 | - | 173,176,000 |
| 20 | Bond Service Utah County for UVX BRT program | 3,374,000 | - | 3,374,000 |
| 21 | Contribution to Reserves | 12,738,000 | (12,738,000) | - |
| 22 | Transfer to/(from) UTA Fund Balance | 8,588,000 | 11,679,000 | 20,267,000 |
| 23 | **Total Debt Service, Reserves, Transfers** | **197,876,000** | **(1,059,000)** | **196,817,308** |
| 24 | **Total Expense** | **$ 685,399,000** | **$ -** | **$ 685,399,000** |

# UTAH TRANSIT AUTHORITY
# 2026 CAPITAL BUDGET
# December 3, 2025

## Exhibit B-1

| | | 2026 Tentative Budget | Budget Changes | 2026 Final Budget |
|---|---|---|---|---|
| | **Funding Sources** | | | |
| 1 | UTA Current Year Funding | $ 81,846,000 | $ 2,515,000 | $ 84,361,000 |
| 2 | Grants | 110,743,000 | 960,000 | 111,703,000 |
| 3 | Local Partner Contributions | 13,478,000 | - | 13,478,000 |
| 4 | State Contribution | 41,672,000 | 4,000,000 | 45,672,000 |
| 5 | Leasing | 36,714,000 | - | 36,714,000 |
| 6 | Bonds | 47,285,000 | - | 47,285,000 |
| 7 | **Total Funding Sources** | **331,738,000** | **7,475,000** | **339,213,000** |
| | **Expense** | | | |
| 8 | State of Good Repair | 196,425,000 | 2,475,000 | 198,900,000 |
| 9 | MVX BRT | 31,715,000 | - | 31,715,000 |
| 10 | S-Line Extension | 30,086,000 | - | 30,086,000 |
| 11 | FrontRunner 2X | 5,356,000 | 1,500,000 | 6,856,000 |
| 12 | EAM/WM/RISC (Trapeze) | 5,000,000 | 356,000 | 5,356,000 |
| 13 | HB322 Future Rail Car Purchase Payment | 5,000,000 | - | 5,000,000 |
| 14 | Other Capital Projects | 58,156,000 | 3,144,000 | 61,300,000 |
| 15 | **Total Expense** | **$ 331,738,000** | **$ 7,475,000** | **$ 339,213,000** |

Note: Capital funding sources (revenues) are reported on a cash basis in this Exhibit.

# UTAH TRANSIT AUTHORITY
# 2026 OPERATING BUDGET
# December 3, 2025

## Exhibit B-2

| | Operating Office | 2026 Tentative Budget FTE | FTE Budget Changes | 2026 Final Budget FTE |
|---|---|---|---|---|
| 1 | Board of Trustees | 16.5 | - | 16.5 |
| 2 | Executive Director | 35.7 | - | 35.7 |
| 3 | Communications | 19.0 | - | 19.0 |
| 4 | Operations | 2,453.2 | 3.0 | 2,456.2 |
| 5 | Finance | 118.0 | 1.0 | 119.0 |
| 6 | Service Development | 64.5 | - | 64.5 |
| 7 | Planning & Engagement | 106.1 | - | 106.1 |
| 8 | Enterprise Strategy | 133.0 | (1.0) | 132.0 |
| 9 | People Office | 105.8 | - | 105.8 |
| 10 | **Total FTE Budget** | **3,051.7** | **3.0** | **3,054.7** |

**UTAH TRANSIT AUTHORITY**
**2026 OPERATING BUDGET**
**December 3, 2025**

**Exhibit B-3**

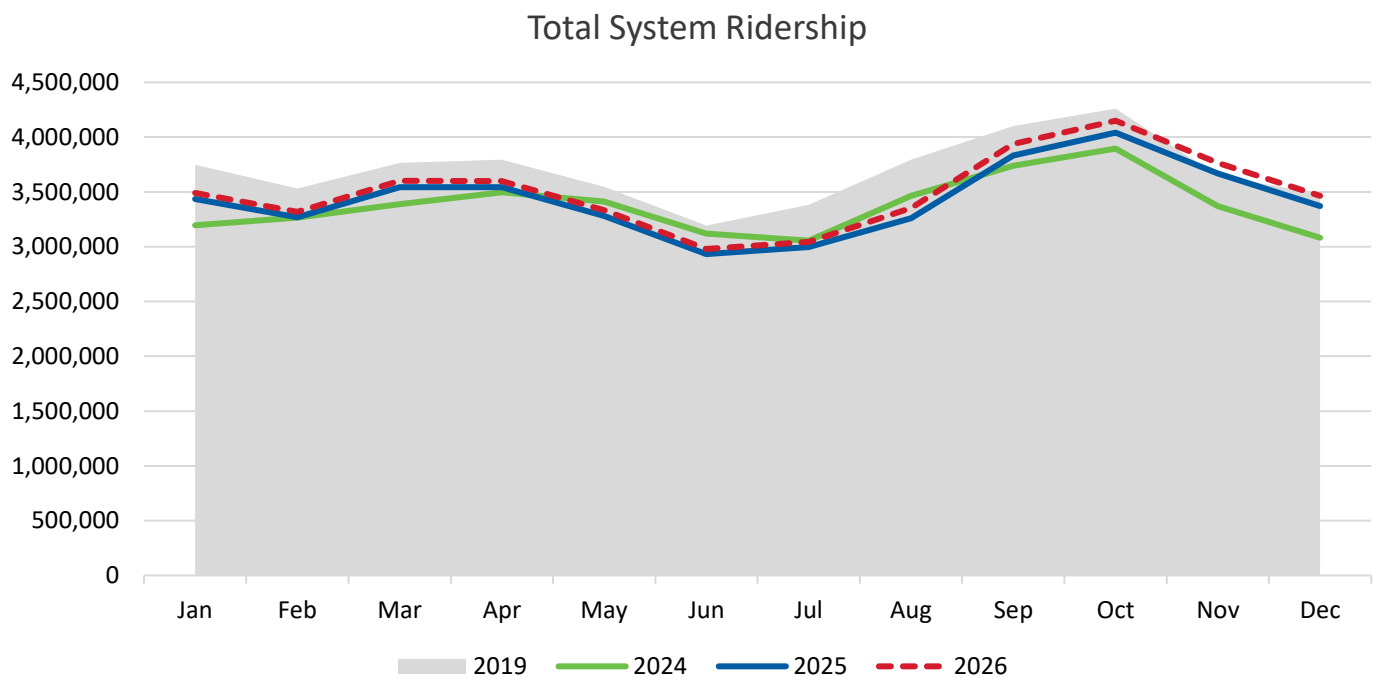
| | Revenue | 2026 Tentative Budget | | Budget Changes | | 2026 Final Budget | |
|---|---|---|---|---|---|---|---|
| 1 | Sales Tax | $ 516,541,000 | | $ - | | $ 516,541,000 | |
| 2 | Federal Preventative Maintenance | 96,548,000 | | - | | 96,548,000 | |
| 3 | Passenger Revenue | 40,887,000 | | - | | 40,887,000 | |
| 4 | Advertising | 2,172,000 | | - | | 2,172,000 | |
| 5 | Investment Income | 14,384,000 | | - | | 14,384,000 | |
| 6 | Other Revenues | 14,867,000 | | - | | 14,867,000 | |
| 7 | **Total Revenue** | **$685,399,000** | | **$ -** | | **$685,399,000** | |
| | **Operating Expense** | | **FTE** | | **FTE** | | **FTE** |
| 9 | Board of Trustees | $ 3,794,000 | 16.5 | $ - | - | $ 3,794,000 | 16.5 |
| 10 | Executive Director | 7,790,000 | 35.7 | - | - | 7,790,000 | 35.7 |
| 11 | Communications | 5,230,000 | 19.0 | 20,000 | - | 5,250,000 | 19.0 |
| 12 | Operations | 355,208,000 | 2,453.2 | 904,000 | 3.0 | 356,112,000 | 2,456.2 |
| 13 | Finance | 19,636,000 | 118.0 | 340,000 | 1.0 | 19,976,000 | 119.0 |
| 14 | Service Development | 8,383,000 | 64.5 | - | - | 8,383,000 | 64.5 |
| 15 | Planning & Engagement | 29,691,000 | 106.1 | - | - | 29,691,000 | 106.1 |
| 16 | Enterprise Strategy | 34,800,000 | 133.0 | (204,000) | (1.0) | 34,596,000 | 132.0 |
| 17 | People Office | 13,994,000 | 105.8 | - | - | 13,994,000 | 105.8 |
| 18 | Non-Departmental | 8,997,000 | - | - | - | 8,997,000 | - |
| 19 | **Total Operating** | **487,523,000** | **3,051.7** | **1,059,000** | **3.0** | **488,582,000** | **3,054.7** |
| 20 | Debt Service | 176,550,000 | - | - | - | 176,550,000 | - |
| 21 | Contribution to Reserves | 12,738,000 | - | (12,738,000) | - | - | - |
| 22 | Transfer to/(from) UTA Fund Balance | 8,588,000 | - | 11,679,000 | - | 20,267,000 | - |
| 23 | **Total Operating Budget** | **$ 685,399,000** | **3,051.7** | **$ -** | **3.0** | **$ 685,399,000** | **3,054.7** |

# 2026 Budget Overview

UTA's 2026 Budget and supporting 5-Year plan were developed as the Agency was coming out of a time of economic uncertainty. Inflation reached a 40-year high, so in 2022 and 2023 the Federal Reserve started raising interest rates to cool the pandemic-spurred inflation rate. Within 2025, interest rates have remained constant since January. The first change took place in September when the Federal Reserve Effective Interest Rate decreased by 0.25%, this was followed by another 0.25% decrease in October. These decreases created the lowest borrowing costs since the end of 2022. The rationale for lowering the interest rate stems from increasing downside risks to employment in recent months along with inflation that has increased, and remains higher, when compared to earlier in the year. The national unemployment rate has remained low through August, but payroll gains have slowed sharply. Lower immigration and labor force participation significantly contribute to the decline in labor force growth. Delaying action on the reduction of interest rates amplifies the impact of tariffs and potential job losses, yet lowering interest rates too fast can lead to higher inflation which erodes the purchasing power of money and leads to a weaker economy.

Though growth has slowed compared to last year, Utah's economy is resilient and continues to outpace national amounts. Unemployment rates in Utah were 3.3% in Q3 compared to 4.3% nationally. Job growth rates in Utah have increased 1.9% over the last 12 months, the national increase for the same period is 0.8%. Inflation and housing affordability continue to present challenges to Utah's economy. With the slowing job growth rate, UTA is better able to retain employees, but it is still a challenge and will remain an area of focus in the 2026 budget.

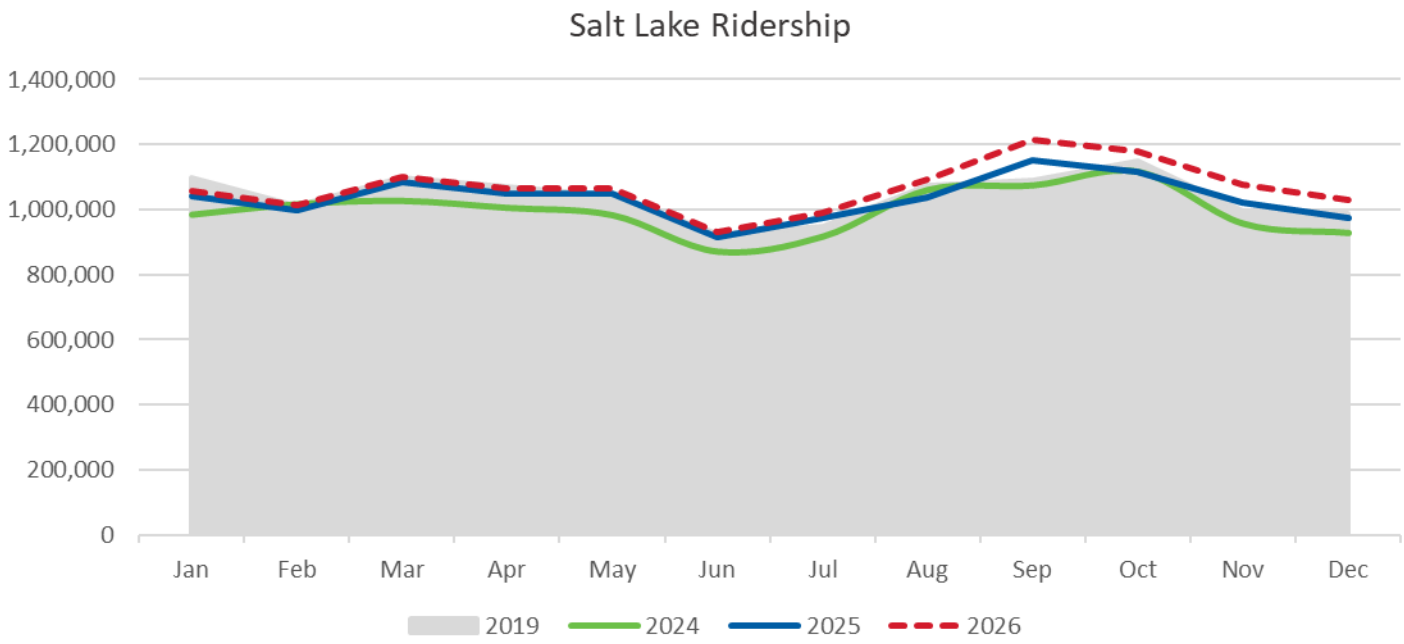
# Ridership

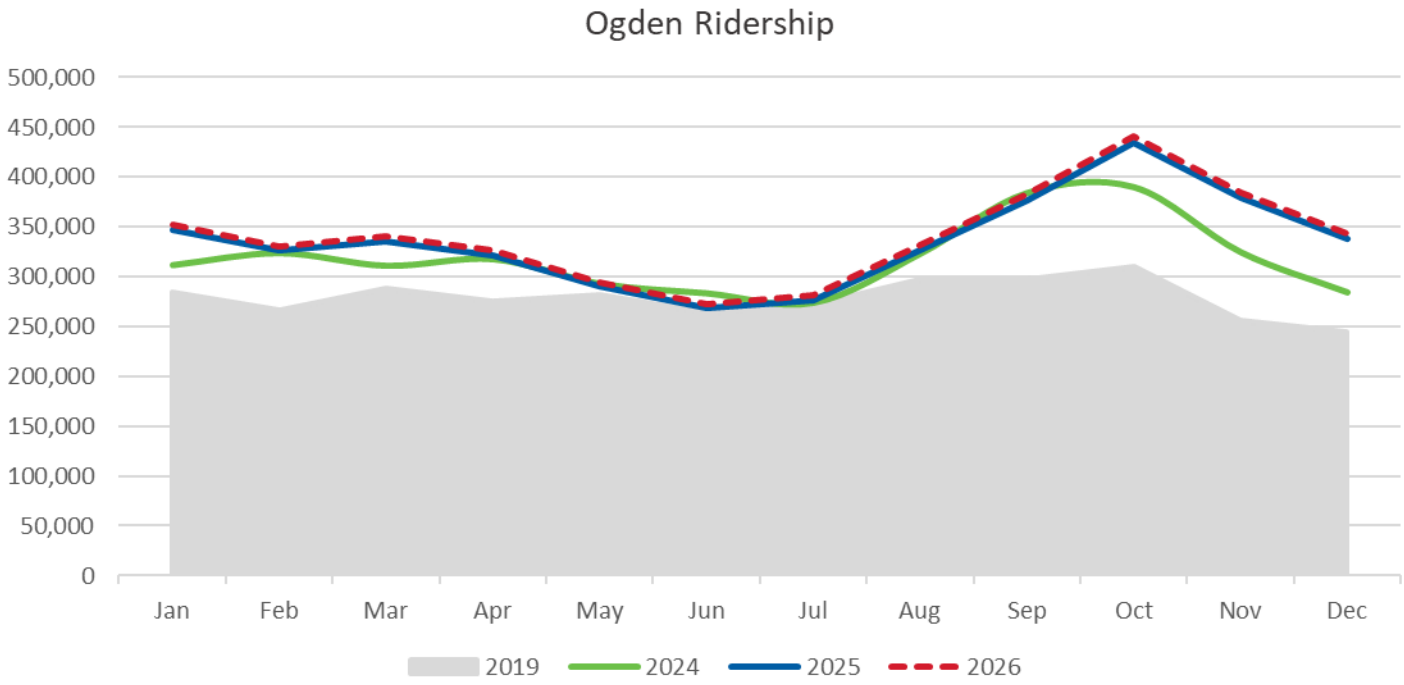


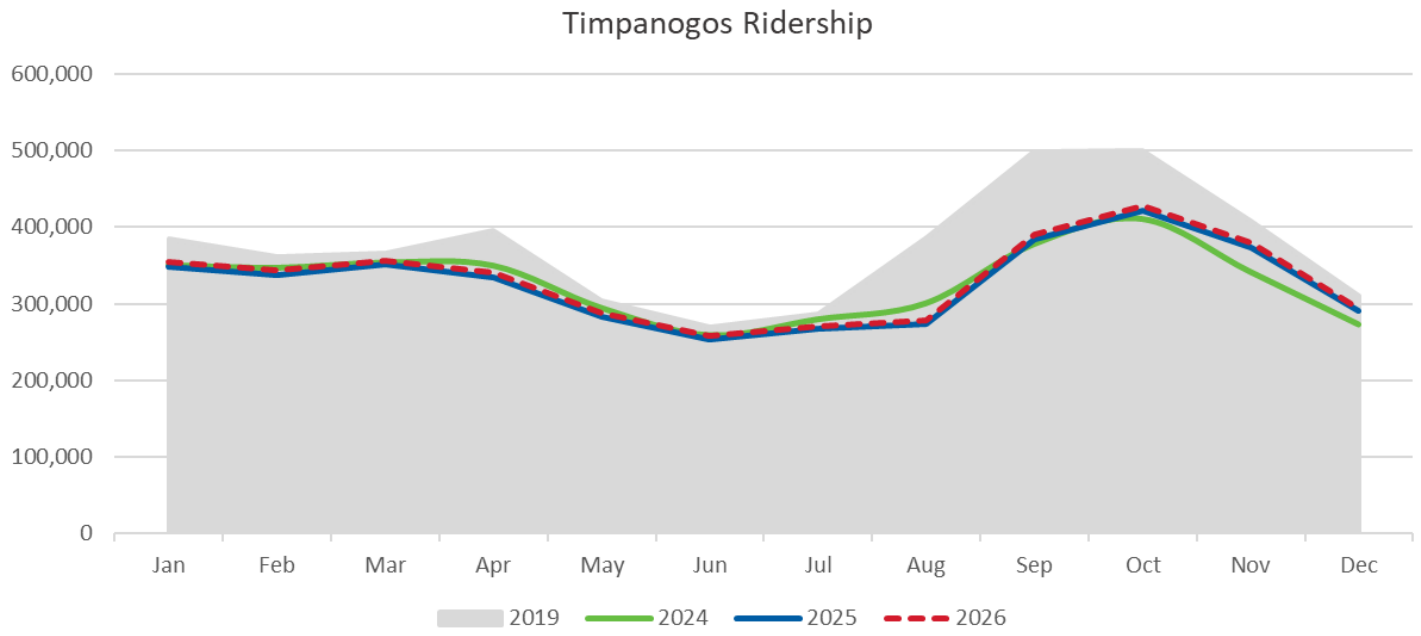
2025 actual ridership is 3.5% below forecast through September and is forecasted to end the year about even with the 2024 totals. Ridership in seven of the first nine months in 2025 was below forecast. Though monthly comparisons have varied, the 2025 year-end total should be nearly identical to 2024. Increases approaching pre-pandemic (2019) levels can be seen on the chart above.

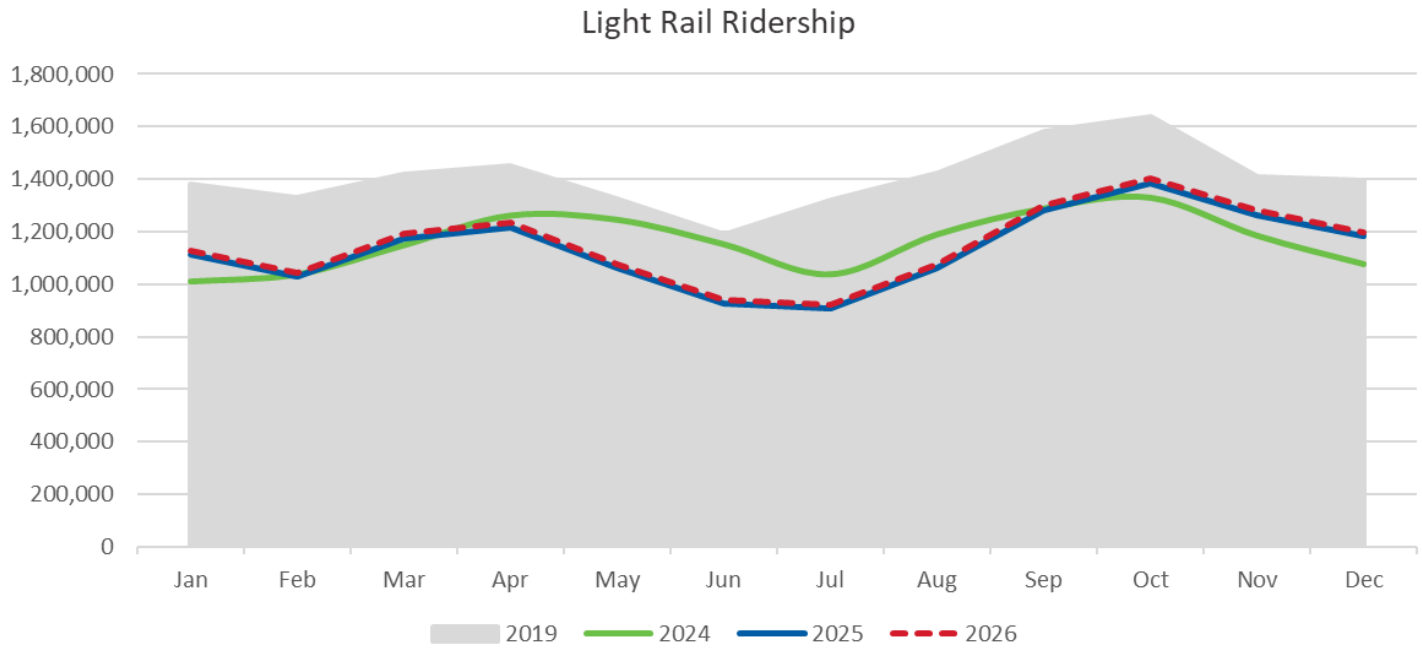
In 2026, UTA will continue its targeted service change strategy focusing on route performance and emerging ridership trends, guided by UTA's Service Guidelines. The new service offered by UTA in 2026 will be the Midvalley Express bus rapid transit (BRT) line connecting Murray Central Station with Salt Lake Community College and the Maverik Center. This new BRT line is planned to begin service in April.

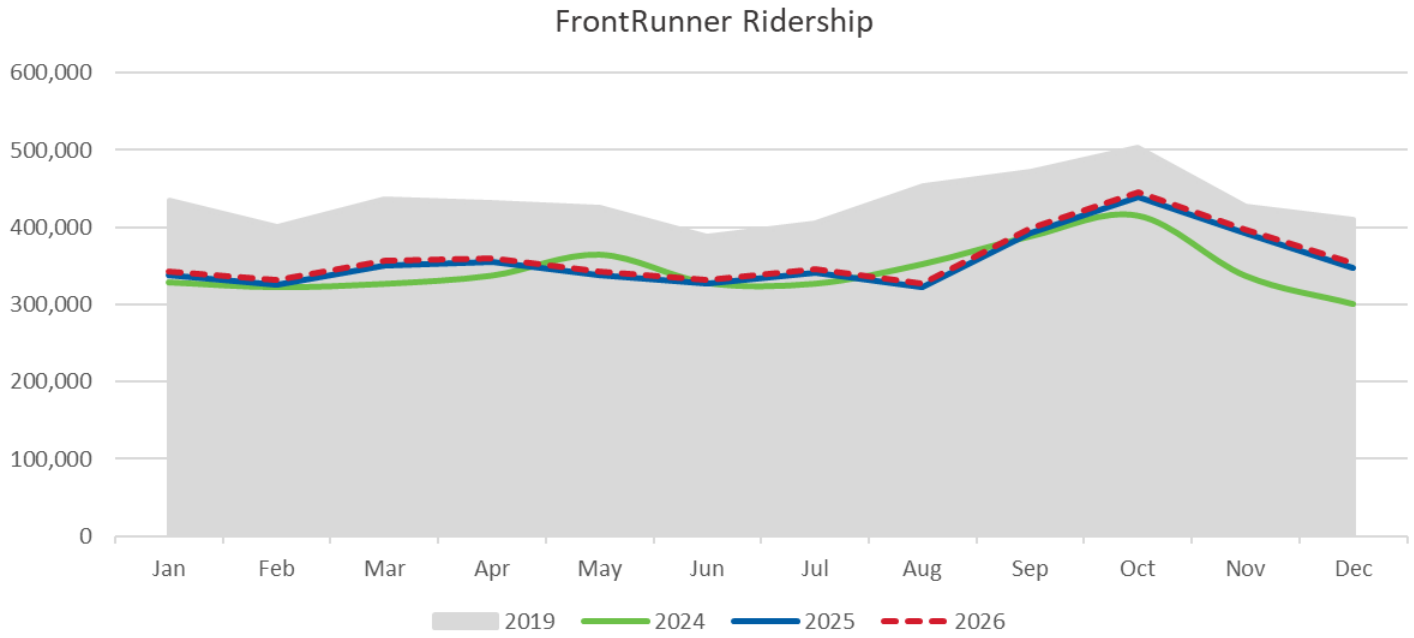
| Mode | 2019 Trips | 2020 Trips | 2023 Trips | 2024 Trips | 2025 FCST | 2026 FCST | 2025-2026 | 2019-2026 |
|---|---|---|---|---|---|---|---|---|
| Bus | 20,303,086 | 12,142,865 | 17,945,985 | 19,701,023 | 20,357,181 | 20,872,692 | 3% | 3% |
| FrontRunner | 5,193,880 | 2,024,524 | 3,736,620 | 4,128,460 | 4,268,632 | 4,332,662 | 1% | -17% |
| Light Rail | 16,871,929 | 8,247,366 | 11,043,722 | 13,964,840 | 13,600,800 | 13,804,812 | 1% | -18% |
| Paratransit | 805,121 | 413,600 | 885,665 | 989,147 | 988,624 | 1,003,453 | 2% | 25% |
| Van Pool | 1,065,208 | 702,087 | 1,032,929 | 1,127,566 | 1,274,758 | 1,293,880 | 1% | 21% |
| Microtransit | | 53,053 | 415,010 | 567,908 | 679,222 | 723,371 | 6% | |
| TOTAL | 44,239,223 | 23,583,494 | 35,059,931 | 40,478,944 | 41,169,217 | 41,169,217 | 0% | -7% |

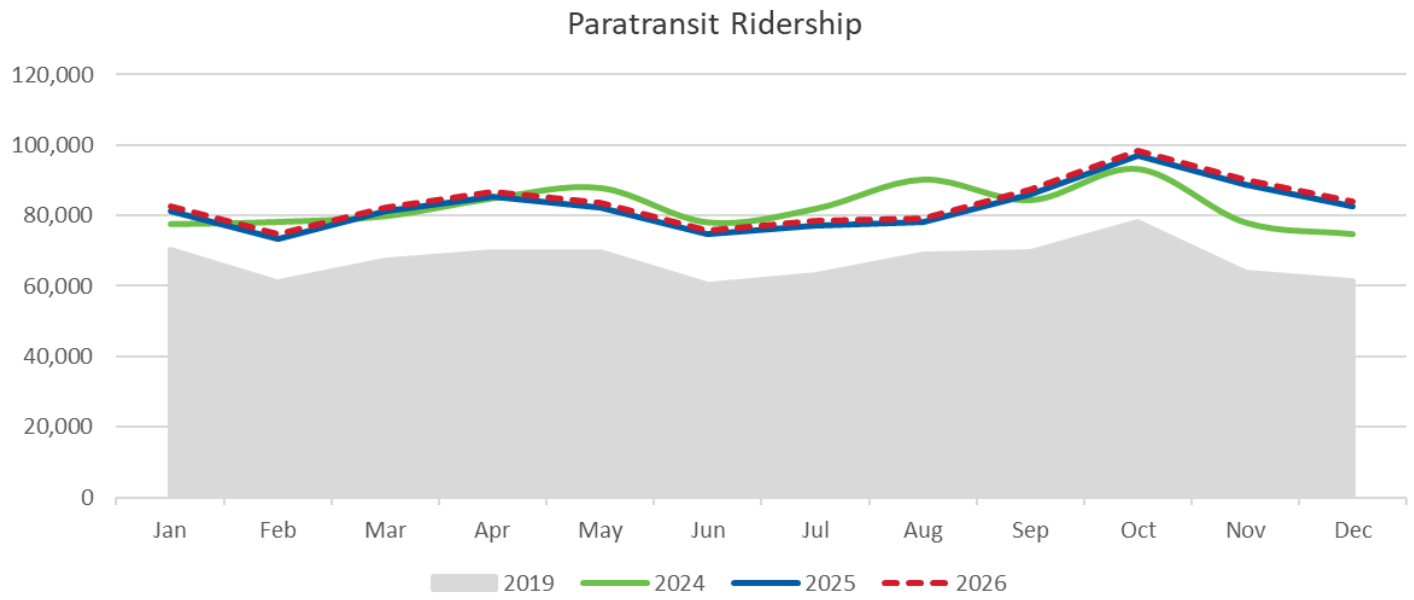

Salt Lake Ridership
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2019
2024
2025
2026

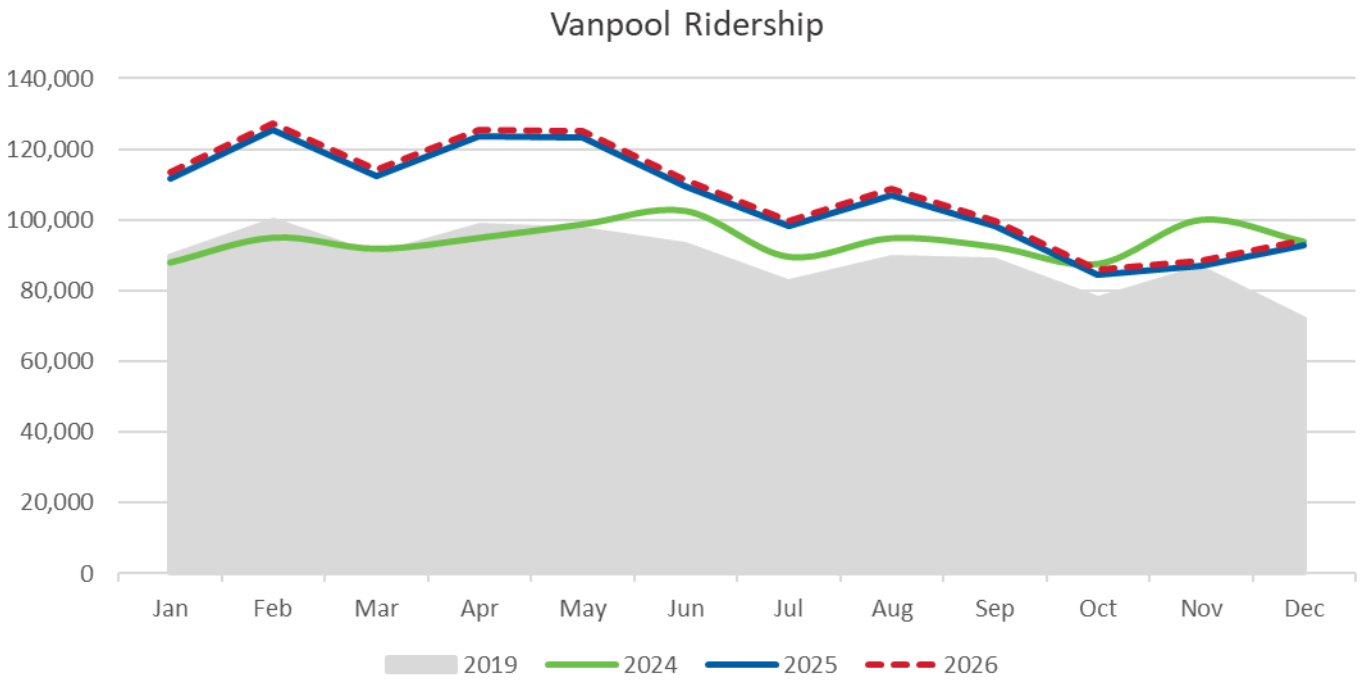

Ogden Ridership
500,000
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2019
2024
2025
2026

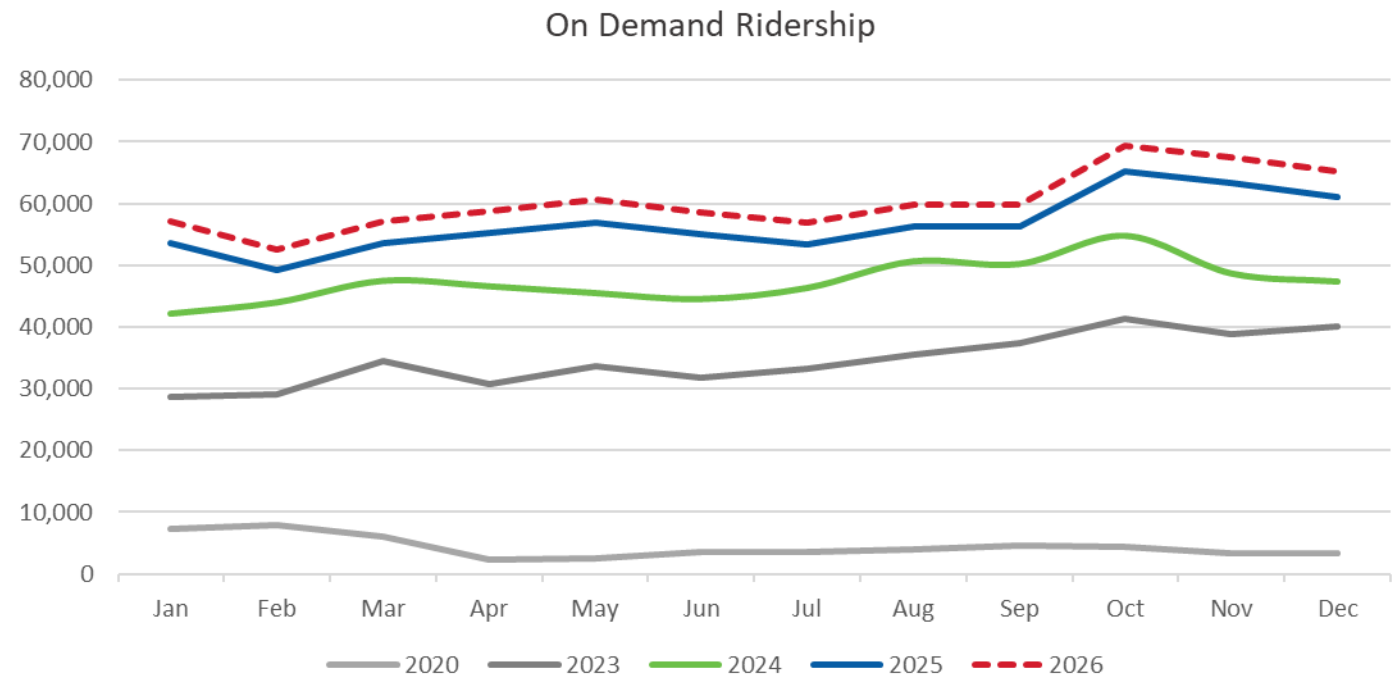

Timpanogos Ridership
600,000
500,000
400,000
300,000
200,000
100,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2019
2024
2025
2026


Light Rail Ridership
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2019
2024
2025
2026

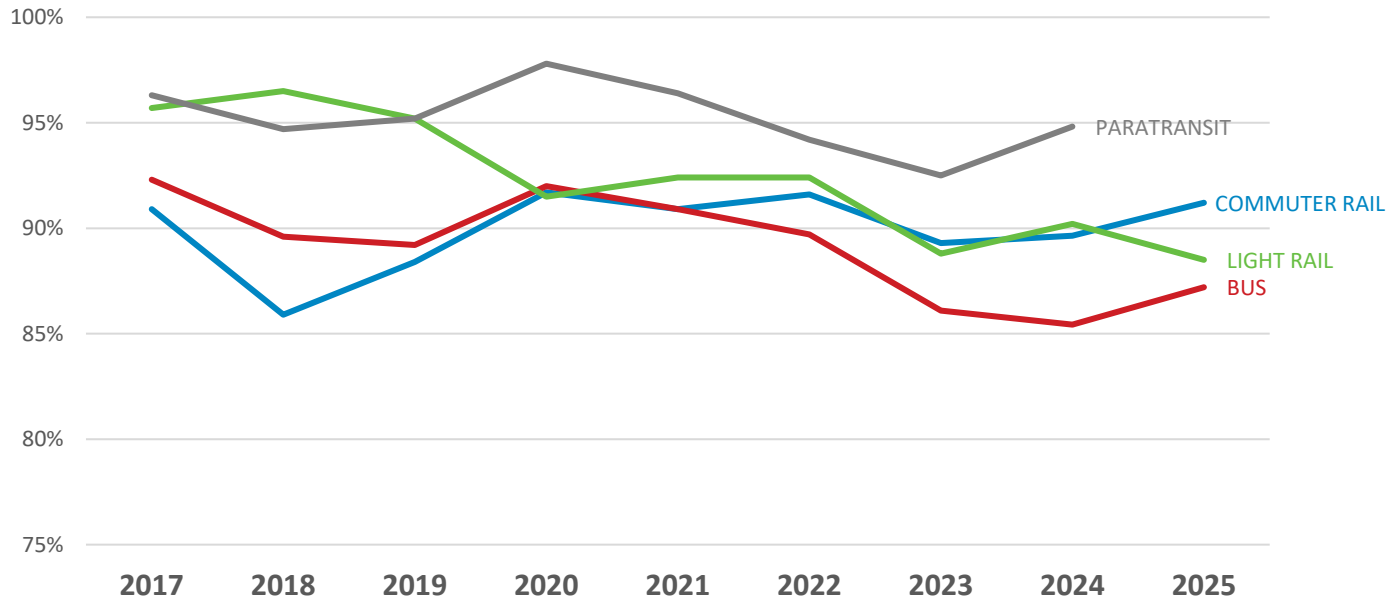

FrontRunner Ridership
600,000
500,000
400,000
300,000
200,000
100,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2019
2024
2025
2026


Paratransit Ridership
120,000
100,000
80,000
60,000
40,000
20,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2019
2024
2025
2026

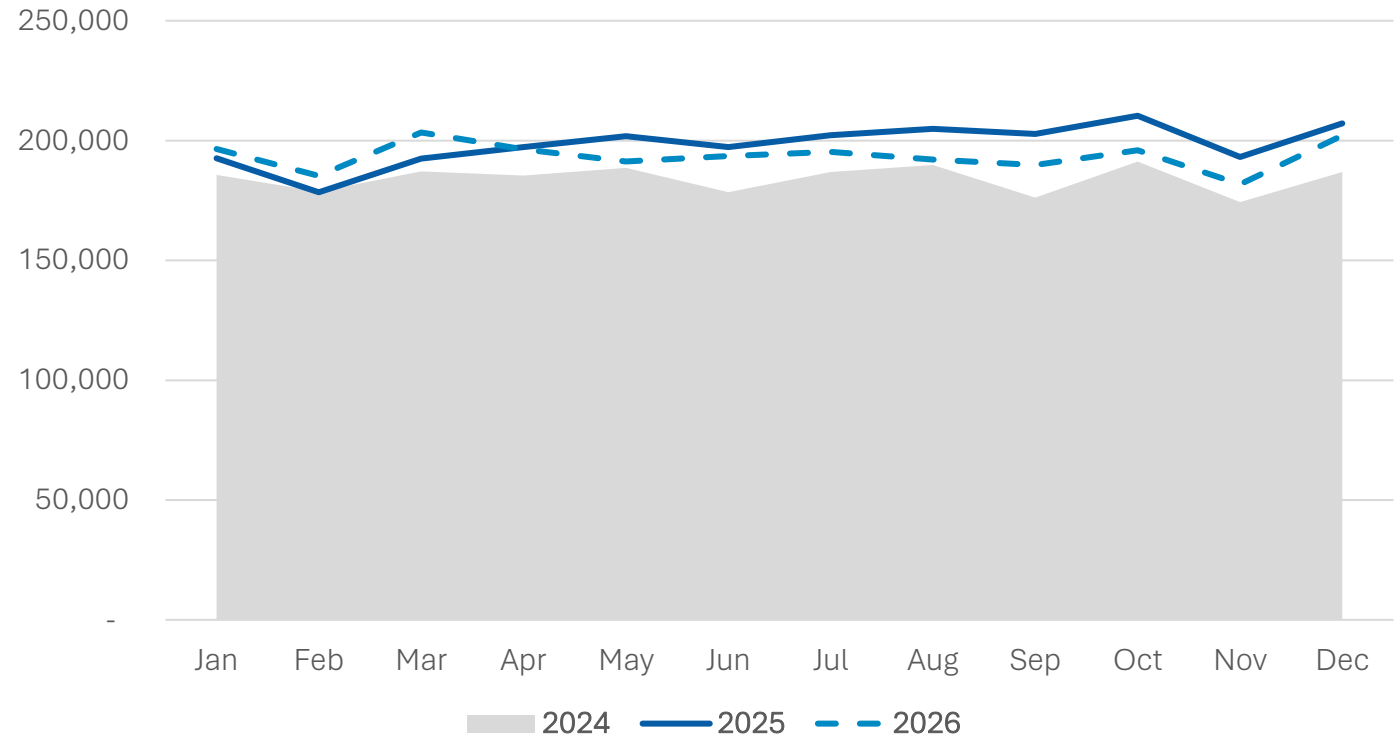

Vanpool Ridership
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2019
2024
2025
2026


On Demand Ridership
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2020
2023
2024
2025
2026

## On-time Performance



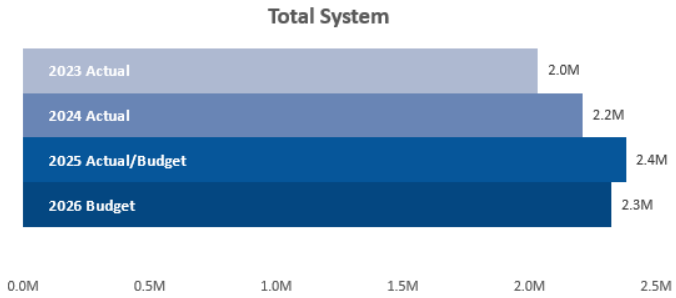

## Platform Hours*

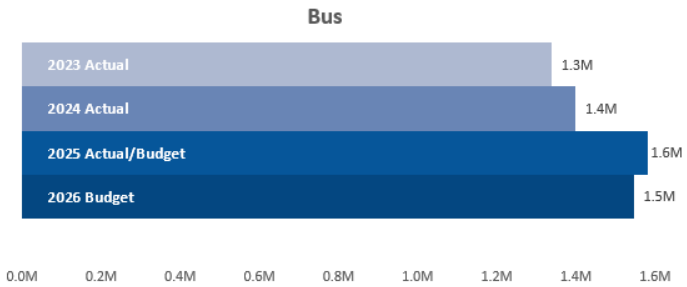


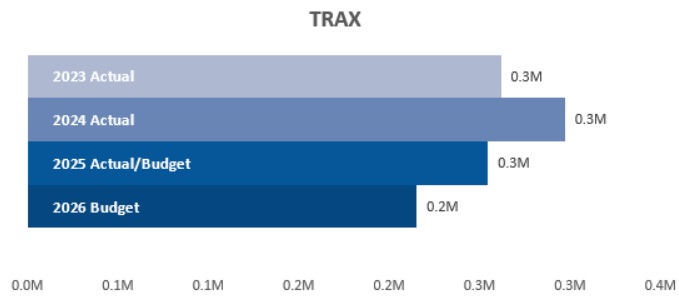

* Year over year changes in methodology for light rail platform hour calculations in the 2026 Budget make annual comparisons difficult. UTA is adding service hours in 2026 overall.

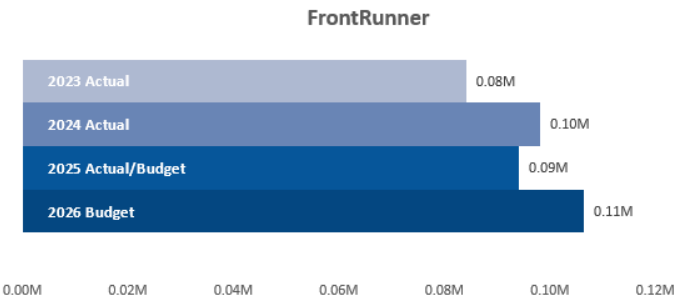
## Platform Hours by Mode

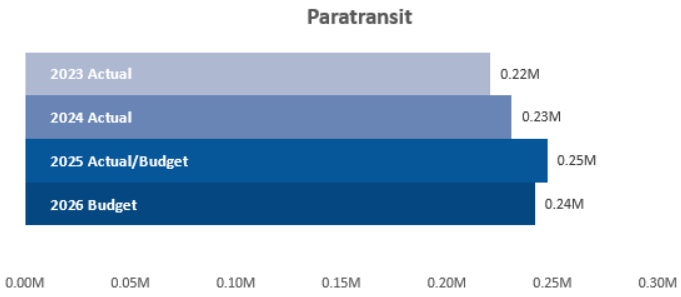
The charts below show platform hours by mode over a four-year period. Platform hours for 2023 and 2024 are actual values. 2025 contains actual values through August and projected values for the remaining months of the year. 2026 shows budgeted platform hours. Year over year changes in methodology for light rail platform hour calculations in the 2026 Budget make annual comparisons difficult. UTA is adding service hours in 2026 overall.

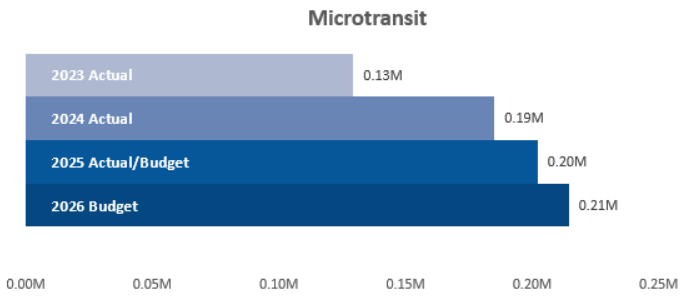


# 2026 Statistics & Ratios

| | | Bus | Light Rail | Commuter Rail | Special Services | System TOTAL |
|---|---|---|---|---|---|---|
| Statistics | Miles* | 18,060,880 | 7,216,039 | 4,336,680 | 11,617,186 | 41,230,785 |
| | Passengers | 20,872,692 | 13,804,812 | 4,332,662 | 3,020,704 | 42,030,870 |
| | Platform Hours | 1,545,518 | 215,169 | 106,404 | 455,977 | 2,323,068 |
| | Total Active Fleet | 547 | 113 | 53 | 831 | 1,544 |
| | Rider Fare Revenue | $ 18,436,466 | $ 8,805,898 | $ 5,867,549 | $ 7,777,087 | $ 40,887,000 |
| | Operating Expenses | $ 245,029,219 | $ 123,265,520 | $ 54,959,312 | $ 65,307,641 | $ 488,561,692 |
| | Net Subsidy | $ 226,592,753 | $ 114,459,623 | $ 49,091,762 | $ 57,530,554 | $ 447,674,692 |
| Ratios | Cost Per Mile* | $ 13.57 | $ 17.08 | $ 12.67 | $ 3.13 | $ 11.85 |
| | Cost Per Rider | $ 11.74 | $ 8.93 | $ 12.68 | $ 21.62 | $ 11.62 |
| | Cost Per Platform Hour | $ 159 | $ 573 | $ 517 | $ 143 | $ 210 |
| | Cost Per Fleet Vehicle | $ 447,951 | $ 1,090,845 | $ 1,036,968 | $ 78,589 | $ 316,426 |
| | Subsidy Per Rider | $ 10.86 | $ 8.29 | $ 11.33 | $ 19.05 | $ 10.65 |
| | Average Rider Fare | $ 0.88 | $ 0.64 | $ 1.35 | $ 2.57 | $ 0.97 |
| | Cost Recovered from Fares | 8% | 7% | 11% | 12% | 8% |

*Special Services mile stats reflect Paratransit only, and do not include On Demand or Vanpool

## 2026 UTA Fast Facts

- Total service hours: 2.3 million
- Total service miles: 41.2 million
- Total estimated passenger rides: 41.9 million
- 79% of Utah's population served
- Operations in 6 counties: Box Elder, Davis, Salt Lake, Tooele, Utah, and Weber
- Systemwide Cost Per Passenger is expected to rise 3.1% to $11.63
- Systemwide Subsidy Per Rider is expected to rise 3.0% to $10.66
- Systemwide Average Rider Fare is expected to rise 3.8% to $0.97
- Systemwide Cost Recovered from Fares ratio is expected to increase from 8.4% to 8.3%

## Historical Statistics

1. Miles refers to total movement of all vehicles, including revenue miles and deadhead
2. Passengers refer to Unlinked Passenger Trips
3. Total Active Fleet refers to the National Transit Database definition
4. Rider Fare Revenue includes allocation of contract fare revenues to modes by ridership where applicable
5. Operating Expenses includes allocation of Admin and Operations Support to modes by

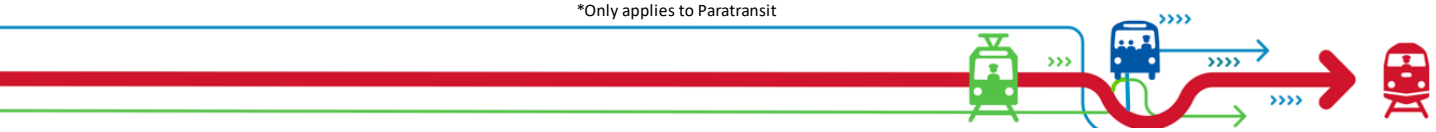
| | BUS | Actual 2023 | Actual 2024 | Actual/Budget 2025 | Budget 2026 |
|---|---|---|---|---|---|
| Statistics | Miles | 19,282,717 | 18,509,202 | 17,514,037 | 18,060,880 |
| | Passengers | 17,945,985 | 19,701,023 | 20,357,181 | 20,872,692 |
| | Platform Hours | 1,337,739 | 1,372,636 | 1,493,357 | 1,545,518 |
| | Total Active Fleet | 517 | 531 | 536 | 547 |
| | Rider Fare Revenue | $ 14,810,226 | $ 17,701,027 | $ 17,414,247 | $ 18,436,466 |
| | Operating Expenses | $ 195,339,551 | $ 209,350,860 | $ 232,006,018 | $ 245,029,219 |
| | Net Subsidy | $ 180,529,325 | $ 191,649,833 | $ 214,591,771 | $ 226,592,753 |
| Ratios | Cost Per Mile | $ 10.13 | $ 11.31 | $ 13.25 | $ 13.57 |
| | Cost Per Rider | $ 10.88 | $ 10.63 | $ 11.40 | $ 11.74 |
| | Cost Per Platform Hour | $ 146 | $ 153 | $ 155 | $ 159 |
| | Cost Per Fleet Vehicle | $ 377,833 | $ 394,258 | $ 432,847 | $ 447,951 |
| | Subsidy Per Rider | $ 10.06 | $ 9.73 | $ 10.54 | $ 10.86 |
| | Average Rider Fare | $ 0.83 | $ 0.90 | $ 0.86 | $ 0.88 |
| | Cost Recovered from Fares | 8% | 8% | 8% | 8% |

| | LIGHT RAIL | Actual 2023 | Actual 2024 | Budget 2025 | Budget 2026 |
|---|---|---|---|---|---|
| Statistics | Miles | 6,587,701 | 7,057,088 | 7,159,925 | 7,216,039 |
| | Passengers | 11,043,722 | 13,964,840 | 13,600,800 | 13,804,812 |
| | Platform Hours | 261,671 | 294,397 | 277,151 | 215,169 |
| | Total Active Fleet | 114 | 113 | 113 | 113 |
| | Rider Fare Revenue | $ 7,073,880 | $ 8,454,627 | $ 8,317,650 | $ 8,805,898 |
| | Operating Expenses | $ 101,726,687 | $ 105,928,101 | $ 119,645,868 | $ 123,265,520 |
| | Net Subsidy | $ 94,652,808 | $ 97,473,474 | $ 111,328,217 | $ 114,459,623 |
| Ratios | Cost Per Mile | $ 15.44 | $ 15.01 | $ 16.71 | $ 17.08 |
| | Cost Per Rider | $ 9.21 | $ 7.59 | $ 8.80 | $ 8.93 |
| | Cost Per Platform Hour | $ 389 | $ 360 | $ 432 | $ 573 |
| | Cost Per Fleet Vehicle | $ 892,339 | $ 937,417 | $ 1,058,813 | $ 1,090,845 |
| | Subsidy Per Rider | $ 8.57 | $ 6.98 | $ 8.19 | $ 8.29 |
| | Average Rider Fare | $ 0.64 | $ 0.61 | $ 0.61 | $ 0.64 |
| | Cost Recovered from Fares | 7% | 8% | 7% | 7% |

| | COMMUTER RAIL | Actual 2023 | Actual 2024 | Budget 2025 | Budget 2026 |
|---|---|---|---|---|---|
| Statistics | Miles | 4,336,680 | 4,336,680 | 4,336,680 | 4,336,680 |
| | Passengers | 3,736,620 | 4,128,460 | 4,268,632 | 4,332,662 |
| | Platform Hours | 84,070 | 97,450 | 93,026 | 106,404 |
| | Total Active Fleet | 53 | 53 | 53 | 53 |
| | Rider Fare Revenue | $ 4,713,470 | $ 5,633,490 | $ 5,542,220 | $ 5,867,549 |
| | Operating Expenses | $ 47,463,176 | $ 48,377,451 | $ 53,793,971 | $ 54,959,312 |
| | Net Subsidy | $ 42,749,706 | $ 42,743,961 | $ 48,251,751 | $ 49,091,762 |
| Ratios | Cost Per Mile | $ 10.94 | $ 11.16 | $ 12.40 | $ 12.67 |
| | Cost Per Rider | $ 12.70 | $ 11.72 | $ 12.60 | $ 12.68 |
| | Cost Per Platform Hour | $ 565 | $ 496 | $ 578 | $ 517 |
| | Cost Per Fleet Vehicle | $ 895,532 | $ 912,782 | $ 1,014,981 | $ 1,036,968 |
| | Subsidy Per Rider | $ 11.44 | $ 10.35 | $ 11.30 | $ 11.33 |
| | Average Rider Fare | $ 1.26 | $ 1.36 | $ 1.30 | $ 1.35 |
| | Cost Recovered from Fares | 10% | 12% | 10% | 11% |

| | SPECIAL SERVICES | Actual 2023 | Actual 2024 | Budget 2025 | Budget 2026 |
|---|---|---|---|---|---|
| Statistics | Miles* | 11,617,186 | 11,617,186 | 11,617,186 | 11,617,186 |
| | Passengers | 2,333,604 | 2,684,621 | 2,942,604 | 3,020,704 |
| | Platform/Service Hours | 349,955 | 425,528 | 426,586 | 455,977 |
| | Total Active Fleet | 878 | 831 | 831 | 831 |
| | Rider Fare Revenue | $ 6,247,424 | $ 7,466,856 | $ 7,345,883 | $ 7,777,087 |
| | Operating Expenses | $ 47,679,049 | $ 53,472,413 | $ 59,088,985 | $ 65,307,641 |
| | Net Subsidy | $ 41,431,625 | $ 46,005,557 | $ 51,743,103 | $ 57,530,554 |
| Ratios | Cost Per Mile* | $ 2.67 | $ 2.89 | $ 2.80 | $ 3.13 |
| | Cost Per Rider | $ 20.43 | $ 19.92 | $ 20.08 | $ 21.62 |
| | Cost Per Platform Hour | $ 136 | $ 126 | $ 139 | $ 143 |
| | Cost Per Fleet Vehicle | $ 54,304 | $ 64,347 | $ 71,106 | $ 78,589 |
| | Subsidy Per Rider | $ 17.75 | $ 17.14 | $ 17.58 | $ 19.05 |
| | Average Rider Fare | $ 2.68 | $ 2.78 | $ 2.50 | $ 2.57 |
| | Cost Recovered from Fares | 13% | 14% | 12% | 12% |

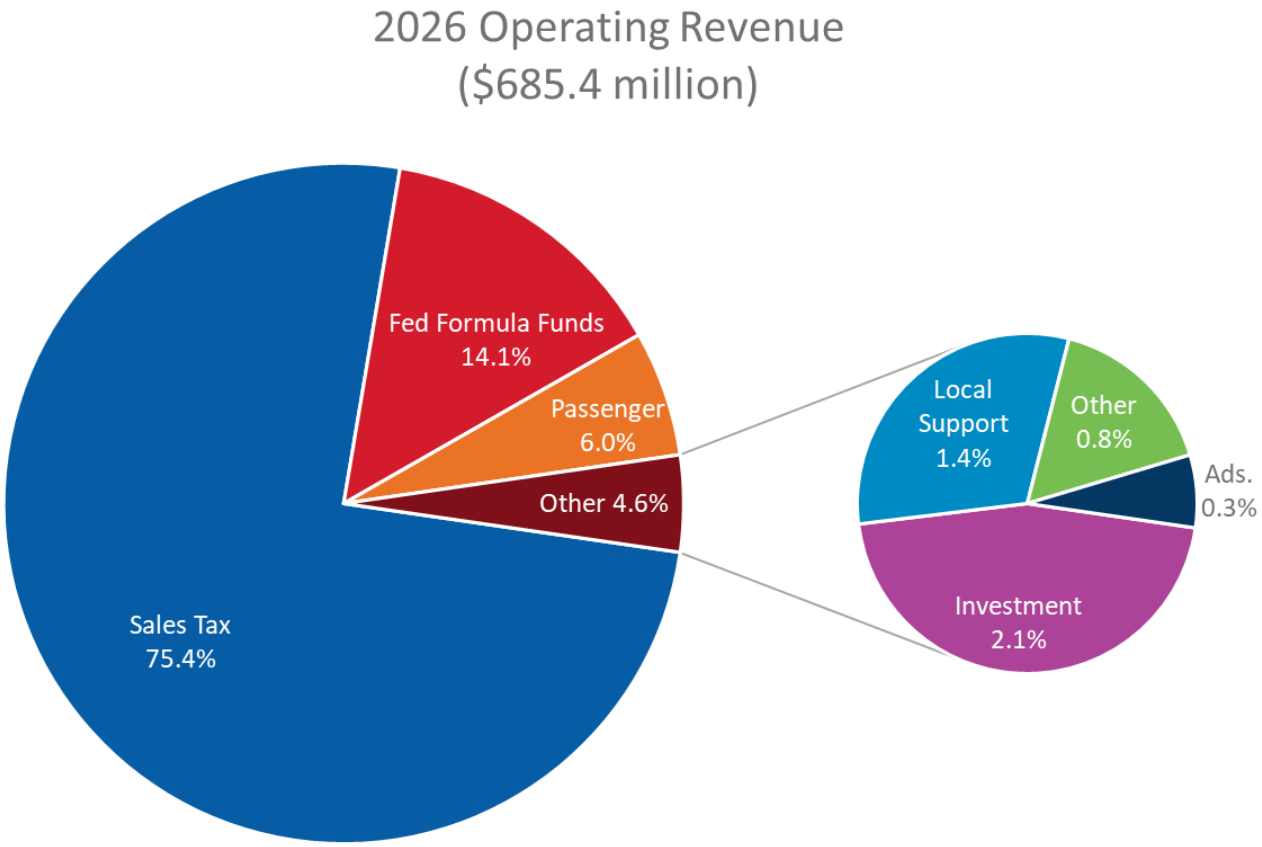
*Only applies to Paratransit



# 2026 Operating Revenue Summary

UTA reports as a single enterprise fund, and all revenues are deposited in the UTA Operating Fund. Within this enterprise fund, UTA maintains two budgets – operating and capital. The operating budget includes ongoing expenses related to services provided by UTA, whereas the capital budget includes one-time expenses related to building, maintaining, and investing in our system. Transfers from the enterprise fund to the Capital program are made when required to support investment in the system.

UTA receives operating revenues from multiple sources for a total revenue of $685.4 million. Sales tax revenue at $516.5 million (75% of total) represents the largest funding source for the 2026 budget. Federal preventive maintenance funds total $96.5 million and passenger revenues total $40.9 million. Other revenues include, in order of magnitude, local support, investment income, advertising, and other fees.

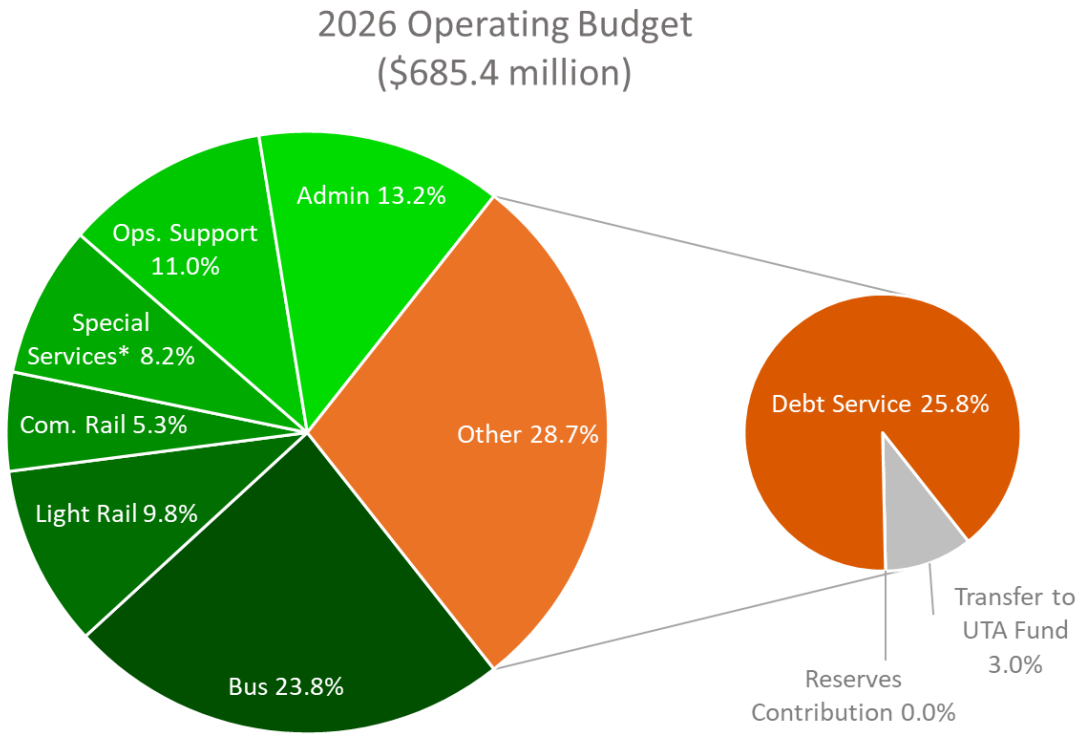


# 2026 Operating Expense Summary

The 2026 Operating Budget includes $488.6 million (71.3% of total) for operations, maintenance, and administrative expenses. These operating expenses are represented in the green shaded segments in the graph below. The bulk of the operating expenses directly apply to the different transportation modes, and support for the modes. The “Admin” portion includes executive leadership and support, human capital management, communications, payroll, accounting, purchasing, warehouse, fares, service development, information technology, strategic planning, continuous improvement, data management, and other functions that support the capital and operating programs at UTA.

The $196.8 million Other portion (orange segment comprising 28.7%) primarily consists of Debt Service, which includes bonding debt principal and interest payments and bond service in Utah County for the UVX BRT program.

The remaining Transfer to UTA Fund Balance is not an expense, but instead an explanation for the remaining Operating Revenue after Operating Expenses and Debt Service. Typically, this portion of Operative Revenue is used in support of the Capital program.

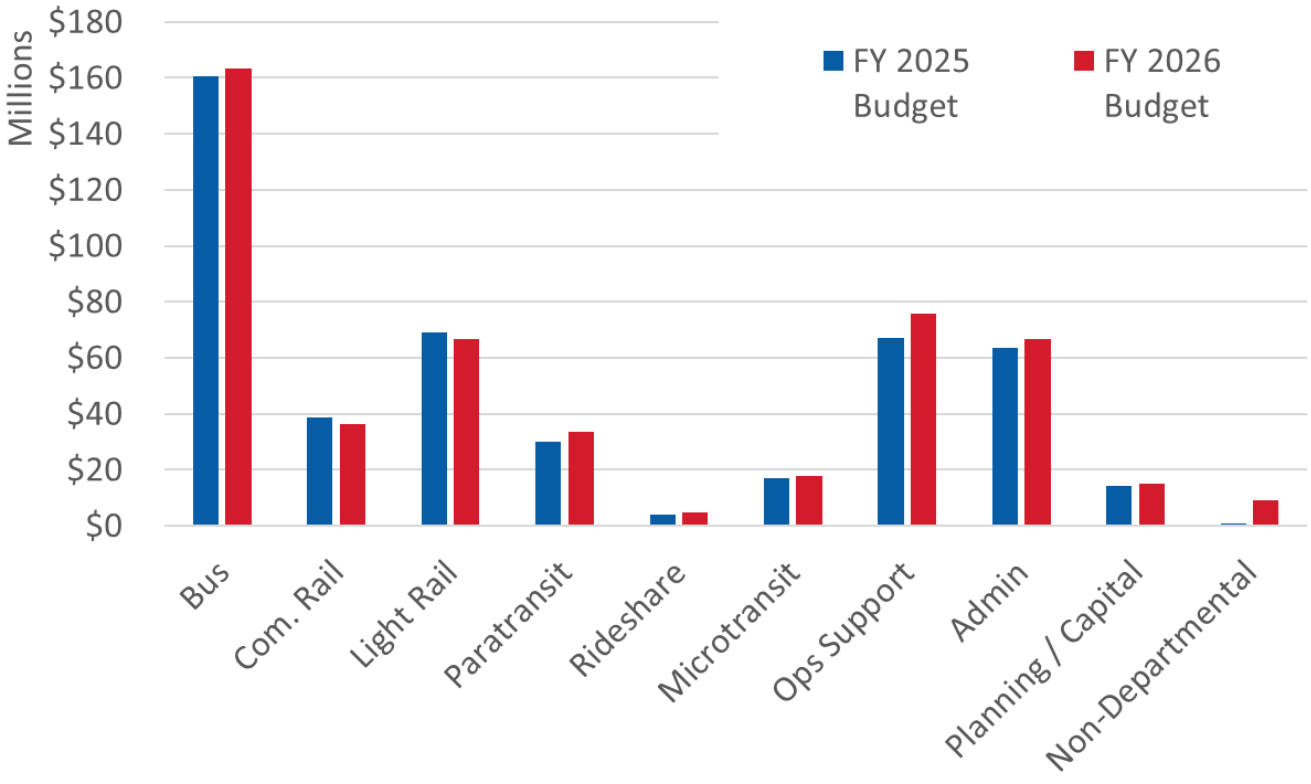



The following summaries focus exclusively on the Operating Expense portion of the budget, as represented in green above.

# 2026 Operating Expense Budget

## Summary by Mode

| Mode | FY 2025 Adj. Budget | FY 2026 Budget | Change | % Change |
|---|---|---|---|---|
| Bus | $160,507,000 | $163,312,000 | $2,805,000 | 1.7% |
| Commuter Rail | 38,543,000 | 36,317,000 | (2,226,000) | -5.8% |
| Light Rail | 69,095,000 | 66,854,000 | (2,241,000) | -3.2% |
| Paratransit | 29,991,000 | 33,364,000 | 3,373,000 | 11.2% |
| Rideshare/Vanpool | 4,034,000 | 4,563,000 | 529,000 | 13.1% |
| Microtransit | 16,811,000 | 17,968,000 | 1,157,000 | 6.9% |
| Operations Support | 66,950,000 | 75,619,000 | 8,669,000 | 12.9% |
| Administration | 63,428,000 | 66,526,000 | 3,098,000 | 4.9% |
| Planning/Capital Support | 14,292,000 | 15,063,000 | 771,000 | 5.4% |
| Non-Departmental | 858,000 | 8,997,000 | 8,139,000 | 948.6% |
| **Total Division** | **$464,509,000** | **$488,582,000** | **$24,073,000** | **5.2%** |



## Summary by Office

| Office | FY 2025 Adj. Budget | FY 2026 Budget | Change | % Change |
|---|---|---|---|---|
| Board | $3,769,000 | $3,794,000 | $25,000 | 0.7% |
| Executive Director | 7,539,000 | 7,790,000 | 251,000 | 3.3% |
| Operations | 347,709,000 | 356,112,000 | 8,403,000 | 2.4% |
| Finance | 19,076,000 | 19,976,000 | 900,000 | 4.7% |
| Capital Services | 8,183,000 | 8,383,000 | 200,000 | 2.4% |
| Planning & Engagement | 27,397,000 | 29,691,000 | 2,294,000 | 8.4% |
| Enterprise Strategy | 31,267,000 | 34,596,000 | 3,329,000 | 10.6% |
| People | 13,868,000 | 13,994,000 | 126,000 | 0.9% |
| Communication | 4,842,000 | 5,250,000 | 408,000 | 8.4% |
| Non-Departmental | 858,000 | 8,997,000 | 8,139,000 | 948.6% |
| **Total Division** | **$464,509,000** | **$488,582,000** | **$24,073,000** | **5.2%** |

## Summary by Expense Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change | % Change |
|---|---|---|---|---|
| Wages | $218,672,000 | $234,454,000 | $15,781,000 | 7.2% |
| Fringe | 110,005,000 | 117,031,000 | 7,027,000 | 6.4% |
| Services | 56,044,000 | 58,596,000 | 2,553,000 | 4.6% |
| Fuel/Power | 34,821,000 | 36,604,000 | 1,783,000 | 5.1% |
| Parts | 29,548,000 | 25,891,000 | (3,657,000) | -12.4% |
| Utilities | 8,011,000 | 7,325,000 | (686,000) | -8.6% |
| Other O&M | 23,777,000 | 24,727,000 | 950,000 | 4.0% |
| Capitalized Costs | (16,368,000) | (16,046,000) | 322,000 | -2.0% |
| **Total Budget** | **$464,509,000** | **$488,582,000** | **$24,073,000** | **5.2%** |

## FTE Summary by Office

| Office | FY 2025 Adj. Budget | FY 2026 Budget | Change | % Change |
|---|---|---|---|---|
| Board | 16.0 | 16.5 | 0.5 | 3.1% |
| Executive Director | 32.5 | 35.7 | 3.2 | 9.7% |
| Operations | 2,389.7 | 2,456.2 | 66.5 | 2.8% |
| Finance | 117.0 | 119.0 | 2.0 | 1.7% |
| Capital Services | 64.0 | 64.5 | 0.5 | 0.8% |
| Planning & Engagement | 100.6 | 106.1 | 5.5 | 5.5% |
| Enterprise Strategy | 131.0 | 132.0 | 1.0 | 0.8% |
| Communications | 19.0 | 19.0 | - | 0.0% |
| People | 105.8 | 105.8 | - | 0.0% |
| **Total FTE** | **2,975.6** | **3,054.7** | **79.2** | **2.7%** |

## FTE Summary by Mode

| Mode | FY 2025 Adj. Budget | FY 2026 Budget | Change | % Change |
|---|---|---|---|---|
| Bus | 1,271.0 | 1,300.5 | 29.5 | 2.3% |
| Commuter Rail | 207.5 | 208.5 | 1.0 | 0.5% |
| Light Rail | 459.0 | 467.0 | 8.0 | 1.7% |
| Paratransit | 203.0 | 214.0 | 11.0 | 5.4% |
| Rideshare/Vanpool | 11.0 | 11.0 | - | 0.0% |
| Microtransit | 6.0 | 5.5 | (0.5) | -8.3% |
| Operations Support | 483.2 | 512.2 | 29.0 | 6.0% |
| Administration | 229.5 | 229.2 | (0.3) | -0.2% |
| Planning/Capital Support | 105.3 | 106.8 | 1.5 | 1.4% |
| Non-Departmental | - | - | - | - |
| **Total Division** | **2,975.6** | **3,054.7** | **79.2** | **2.7%** |

# Key Assumptions & Requests

UTA contracts with the Economic Development Unit at the University of Utah to generate sales tax forecasts. The 2026 Budget was developed during a time of steady ridership, increased inflation, and low unemployment. Consumer spending is seen as moderating and shifting away from discretionary spending.

This Budget and 5-year plan include assumptions from the University's September 2025 forecast.

The key assumptions in the 2026 budget are provided below.

Operating Expenses:

- Labor 3%
- Fringe 5% Bargaining, 9% Admin
- Parts – 2.5%
- Fuel:
  - Diesel – $3.45
  - Gasoline – $3.15
  - CNG DGE* – $2.15
  - Propulsion Power
    - TRAX – $1.05
    - Bus – $0.90
- Other Expense – 2.1%

Revenues:

- Sales Tax – 2.96%
- Passenger – $40.9 million

*Compressed Natural Gas Diesel Gallon Equivalent

# Budget Requests

This $1.1 million package of initiatives includes funding to continue the development of the 2027-2054 Long Range Transit plan, consulting for the Strategic Plan, and funds to match UDOT funded research.

In total, the agency is adding 4.5 initiative-related new FTEs to the overall budget.

Quality of Life | Customer Experience | Organizational Excellence | Community Support | Economic Return

| 2026 Budget Requests | Expenses | FTEs |
|---|---|---|
| **BOARD OF TRUSTEES** | **$55,600** | **-** |
| Government Relations Manager Travel, Conferences and Meetings | 6,500 | - |
| Local Advisory Council Member Compensation | 4,500 | - |
| Local/State Government Engagement | 10,500 | - |
| Political Consultants Renewal | 15,800 | - |
| Travel - escalating costs | 18,300 | - |
| **COMMUNICATIONS** | **20,000** | **-** |
| Community memberships adjustments | 20,000 | - |
| **CAPITAL SERVICES** | **44,000** | **0.5** |
| Part-time Environmental Compliance Admin position for regulatory oversight | 44,000 | 0.5 |
| **EXECUTIVE DIRECTOR** | **497,250** | **3.0** |
| 2 New Roadway Worker Protection Specialists | 185,000 | 2.0 |
| Add consulting services including Strategic Plan and other needs | 150,000 | - |
| Compliance Manager Position | 162,000 | 1.0 |
| **PEOPLE** | **86,000** | **1.0** |
| Addition of FTE for Drug & Alcohol Specialist position | 86,000 | 1.0 |
| **PLANNING & ENGAGEMENT** | **440,000** | **-** |
| Added matching funds for UDOT funded research. | 40,000 | - |
| Funding to complete the majority of the 2027-2054 Long Range Transit plan | 400,000 | - |
| **Grand Total** | **$1,142,850** | **4.5** |

# Sources and Uses

## 5-Year Sources & Uses Outlook

UTA develops a long-term (3 years or longer) financial plan incorporating the Board of Trustees' strategic plan. It identifies the Authority's long-term financial challenges and proposes solutions based upon reasonable projections of revenue and expenses. The plan includes operations and maintenance, reasonably anticipated new funding programs, capital expansion, maintenance of a state of good repair of existing assets, asset replacement, and debt issuance.

The current long-range financial plan reflects and supports the current Board of Trustees' strategic plan (key elements highlighted below) as follows:

- Quality of Life: Plan reflects investment by UTA in developing and maintaining sustainable service connections across the Wasatch Front.
- Customer Experience: Plan reflects investments in increased customer service initiatives, such as Transit Ambassadors, to improve customer experience.
- Organizational Excellence: Plan reflects increases investment in the work life experience for groups, such as operators, that have had more challenging work life and enhance employee retention.
- Community Support: Plan reflects investment in community outreach to support community needs, ask for their input in future transit changes and gain additional support for transit in the community.
- Economic Return: Plan reflects an effort to balance available resources with community needs. Identifying the best return on investment of limited resources to help buoy the statewide economy by helping transport our riders to work and meet their other transit needs.

| | *USD $ Millions* | Actual | Forecast | Budget | Projected | Projected | Projected |
|---|---|---|---|---|---|---|---|
| | **Sources** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** |
| A | **Beginning Balance** | $ 373.4 | $ 229.6 | $ 210.9 | $ 146.9 | $ 75.0 | $ 5.6 |
| | Sales Tax | $ 492.4 | $ 505.2 | $ 516.5 | $ 532.0 | $ 546.9 | $ 561.8 |
| | PM Funds (FTA) | 32.7 | 120.0 | 96.5 | 73.7 | 74.6 | 75.4 |
| | Passenger Funds | 39.3 | 38.6 | 40.9 | 41.6 | 42.6 | 46.6 |
| B | Capital Sources | 64.0 | 284.5 | 254.9 | 188.9 | 159.4 | 120.7 |
| | Bonding | - | 55.5 | 47.3 | 24.9 | 52.1 | 40.7 |
| | Leasing | 24.1 | 32.7 | 36.7 | 37.4 | 25.5 | 29.6 |
| | Grants | 10.6 | 69.95 | 81.5 | 42.9 | 22.9 | 1.3 |
| | Formula Funds | 18.9 | 53.03 | 30.2 | 42.2 | 49.2 | 43.2 |
| | State | 7.4 | 34.8 | 14.6 | 8.9 | 3.1 | 3.4 |
| | TTIF | - | 29.6 | 31.1 | 23.4 | 3.5 | 1.0 |
| | Local Revenues | 3.0 | 5.0 | 13.5 | 9.3 | 3.0 | 1.5 |
| | Other | - | 4.0 | - | - | - | - |
| | Other Sources | 53.1 | 22.1 | 31.4 | 24.8 | 25.2 | 88.8 |
| C | Total Sources | $ 681.5 | $ 970.4 | $ 940.3 | $ 861.0 | $ 848.7 | $ 893.2 |
| | **Uses** | | | | | | |
| D | Operating Expense | $ 417.1 | $ 464.5 | $ 488.6 | $ 504.4 | $ 520.8 | $ 537.8 |
| E | Capital Expense | 181.2 | 363.2 | 339.2 | 250.2 | 207.9 | 167.5 |
| F | Debt Service | 145.9 | 161.3 | 176.5 | 178.2 | 189.3 | 193.5 |
| G | Total Uses | $ 744.2 | $ 989.0 | $1,004.3 | $ 932.9 | $ 918.1 | $ 898.8 |
| H | Net Change | $ (62.7) | $ (18.7) | $ (64.1) | $ (71.9) | $ (69.4) | $ (5.6) |
| I | Contribution to Reserves | 9.1 | - | - | - | - | - |
| J | Cash Amended | (72.0) | - | - | - | - | - |
| K | Ending Balance | $ 229.6 | $ 210.9 | $ 146.9 | $ 75.0 | $ 5.6 | $ (0.0) |
| L | Reserves | 209.5 | 219.2 | 227.8 | 234.5 | 189.4 | 192.4 |

H = C - G

K= A + H + I + J

# Summary – 2026 Sources

Operating sources of funds total $685 million, a flat change of less than $500k from current 2025 forecast revenues. The primary sources and changes are detailed below:

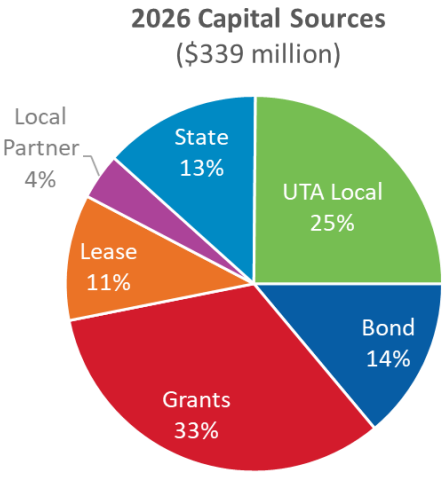
- Sales Tax revenues of $517 million are up $11 million over 2025. This assumes a 1.7% growth in sales tax over projected 2025 sales tax collections, which reflects an ongoing softening of growth projections from prior expectations in accordance with the September 2025 forecasts provided by the University of Utah. These funds are used for operations and maintenance, other agency support costs, debt service, reserves, and capital program support.
- Delayed Federal Preventative Maintenance funds inflating the 2025 forecast extend to 2026 with a mildly elevated budget of $97 million. This revenue stream is expected to normalize in 2027 at about $74 million.
- Passenger revenue is forecast at $40.1 million, up $2.3 million over 2025. This modest growth in passenger revenues, despite a projected growth in ridership, is driven by lower pass revenues and increased subsidies for low-income riders.
- Investment revenue is expected to be more than double next year, with a budgeted increase of $9.3 million to $14.4 million.
- Other revenues for 2026, totaling about $17 million, are forecast with little to no change from projected 2025 closing amounts.

| | 2024 Actuals | 2025 Forecast | 2026 Budget | 2025 – 2026 Change |
|---|---|---|---|---|
| Sales Tax | $492.4 | $505.2 | $516.5 | $11.3 |
| Federal PM Funds | 32.7 | 120.0 | 96.5 | (23.4) |
| Passenger | 39.3 | 38.6 | 40.9 | 2.3 |
| Salt Lake City | 9.5 | 9.6 | 9.7 | 0.1 |
| Investment | 25.3 | 5.1 | 14.4 | 9.3 |
| Advertising | 2.1 | 2.2 | 2.2 | 0.0 |
| Other | 16.1 | 5.2 | 5.2 | (0.1) |
| Total Revenue (Millions) | $617.4 | $685.8 | $685.4 | ($0.4) |

Capital sources of funds for 2026 are distributed between bond revenue, federal grants, leasing, and state & local partner funding. Key capital fund sources for 2026 include:

- $44 million in bond funds for replacement light rail vehicles on the blue line
- $32 million in federal and state grant funds for the Midvalley Express Bus Rapid Transit route
- $26 million in state and local partner funds for the S-Line extension into the heart of Sugarhouse
- $33 million of lease-style financing for replacement bus and paratransit vehicles

Capital Source details are given in the 2026 Capital Budget section.



# Summary – 2026 Uses

Operating funding is budgeted at $489 million, an increase of $24 million or 5% over the FY 2025 adjusted budget. The primary uses are detailed below:

- Total employee compensation increased $16 million or 7%, and benefits increased $7 million or 6%, compared to the FY 2025 adjusted budget. These increases are due to staffing level increases, pay rate increases, increased benefits and improved working conditions.
- Fuel/Power costs are budgeted at an overall increase of 5%. The FY 2026 budget assumes $3.45 per gallon for diesel, $3.15 per gallon for gasoline, and $2.15 CNG DGE for natural gas vehicles, compared to $3.60 per gallon for diesel and $2.10 per gallon for gasoline in FY 2025. Propulsion power budget has increased to $1.05 for TRAX and $0.90 for Bus. This increase is due to a projected increase in electrical costs due to a Rocky Mountain Power (RMP) increase, and AI data center electric usage.
- Utilities costs are projected to decrease by 9%. This change is driven by lower expectations with regard to cost trends in Facilities and Maintenance of Way.
- Parts represent a 14% decrease. FY 2025 had $10 million of projected overhaul and SGR costs in Light Rail. Even with the overall Parts decrease, Light Rail parts cost per mile and Freight Charges are up.

Capital uses of funds are $339.2 million; this represents a decrease of about $24 million over 2025 projected capital expenses. The primary uses and changes are detailed below:

- Capital's main accomplishments in 2025 include: continuation of construction on the Mid-Valley Express bus route, securing a contractor for the 2026 construction of the S-Line extension, the UDOT selection of a contractor for FrontRunner 2X project, the construction of the downtown South Jordan TRAX station that opened March 2025 just in time for baseball's opening day, the design completion of the 5600 West Bus project, five new Operator restrooms were placed in service, and the beginning of the replacement of our original TRAX rail fleet from 1998 by Stadler US Rail.
- Major capital projects such as: $32 million for the Mid-Valley Connector (BRT) in Salt Lake, $3 million for the 5600 West Express bus, $30 million for the S-Line Extension, and almost $5 million for the Davis-SLC Community Connector.
- UTA has allocated $199 million to continue efforts to achieve a steady state of good repair. This includes funding for vehicle replacements, technology replacements and upgrades, facility maintenance, rail vehicle overhauls and rail system preservation and replacements.

Debt service is cash required to cover the repayment of interest and principal on the debt related to UTA's outstanding bonds and vehicle leasing program. Total combined debt service for FY 2025 is $165 million, which includes Leasing debt of $27 million.

# Operating Sources – 2026 Detail

## Sales and Use Tax

The largest operating source of revenue for the Authority is a local sales tax, which is imposed by the individual jurisdictions within the service area of the Authority. UTA's sales tax is applied by each jurisdiction within the service area to gross taxable sales within the service district.

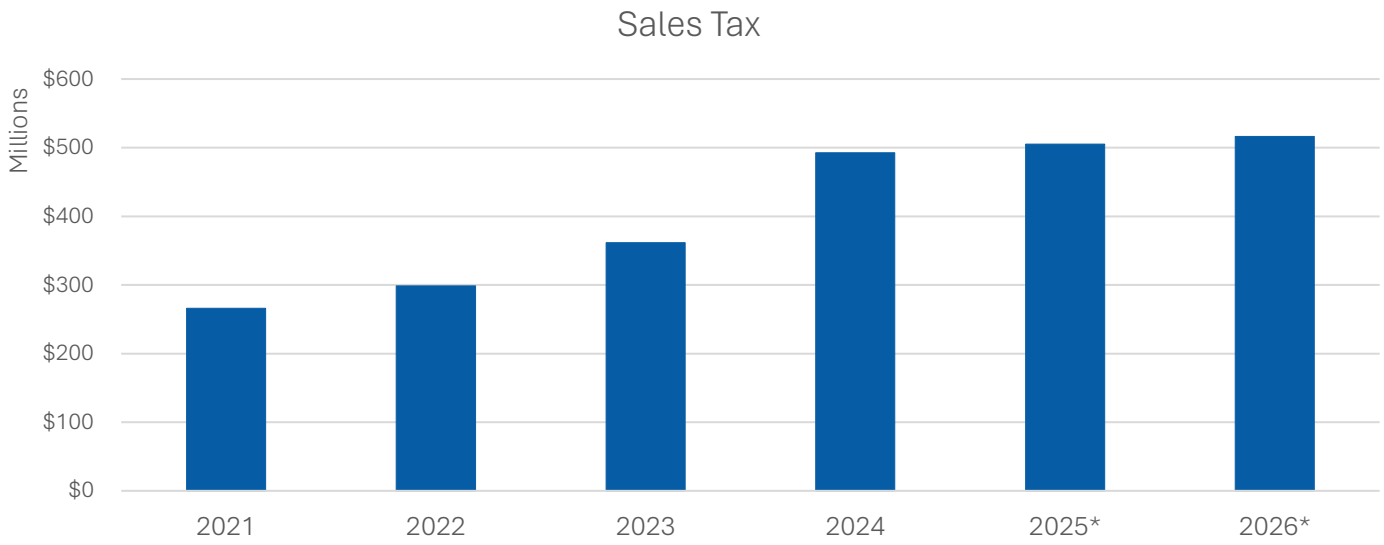
Sales tax forecasting is a priority for UTA, and in 2021 UTA engaged Dr. Stephen C. Bannister, PH.D. Associate Director of Economics at the University of Utah to provide more accurate sales tax revenue forecasts. From 2013 through 2022, UTA's sales tax revenue grew an average of 9.4%, however since then growth expectations have slowed somewhat and we anticipate the growth rate to be lower in future years.

<u>2026 Sales Tax Revenues - $517 million:</u>

The 2026 Budget assumes a 2.2% increase over 2025 projected sales tax collections. The estimate is based on the University's Economic Development Unit (EDU) model's projected sales tax growth rates applied to an adjusted 2025 projection using actuals reported through July 2025.

| Year | 2021 | 2022 | 2023 | 2024 | 2025* | 2026* |
|---|---|---|---|---|---|---|
| Sales Tax | $265,770,000 | $298,640,000 | $361,591,000 | $492,425,000 | $505,193,000 | $516,541,000 |

*Budget/Projected



# Federal Preventative Maintenance Funds

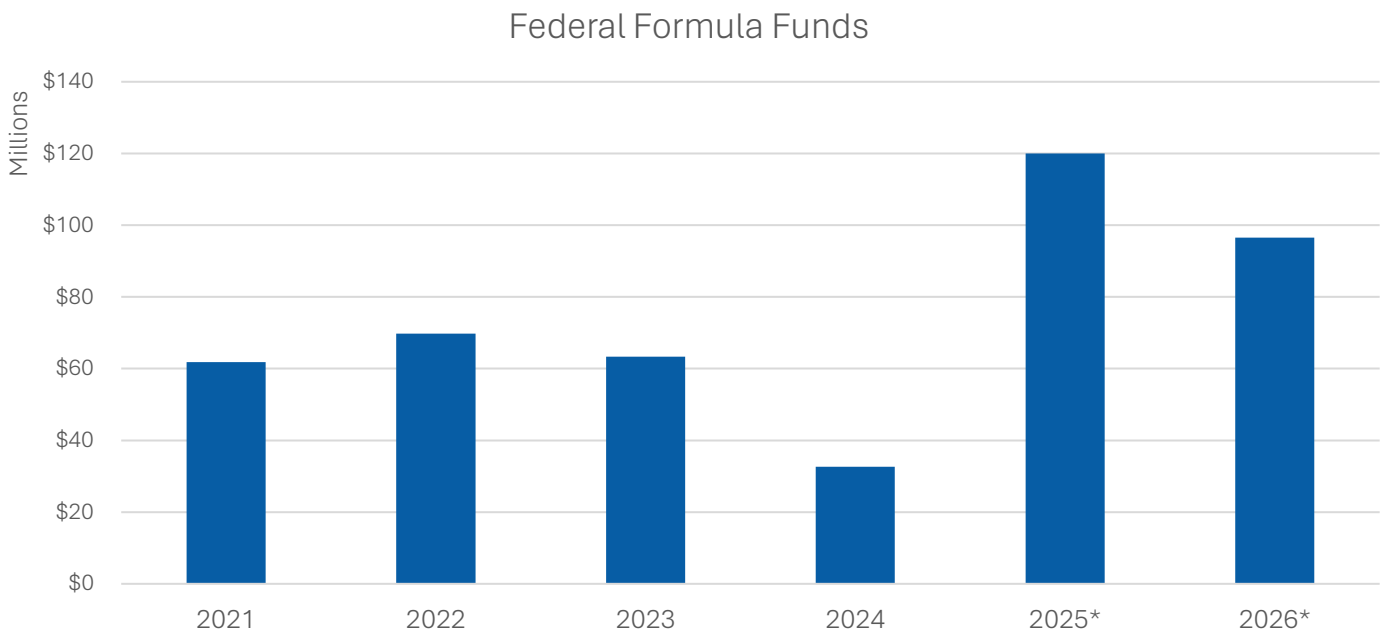
In 2016 the Transportation Bill, Fixing America's Surface Transportation (FAST) was approved by Congress. Since that time, the Authority has been able to use formula funds for preventive maintenance. These formula funds may be used to cover up to 80% of preventive maintenance costs. After operating additional TRAX lines/extensions for 7 years UTA qualified for additional formula funds on the green line.

2026 Federal Formula Funds – $97 million

The financial plan assumes $96.5 million in FTA formula funds to support the operating program (preventive maintenance and paratransit). Although this appears to be a decrease from 2025, the change is instead due to grant award delays for 2024 expenses that added to the 2025 revenue forecast. Inconsistency in UTA's budgeted formula funds revenue started in 2021, when federal COVID-19 relief first complicated drawdown of these funds. However, actual awarded amounts have grown steadily each year.

| Year | 2021 | 2022 | 2023 | 2024 | 2025* | 2026* |
|---|---|---|---|---|---|---|
| Operating Grants | $61,821,000 | $69,746,000 | $63,351,000 | $32,689,000 | $119,969,000 | $96,548,000 |

* Budget/Projected



# Passenger Revenue

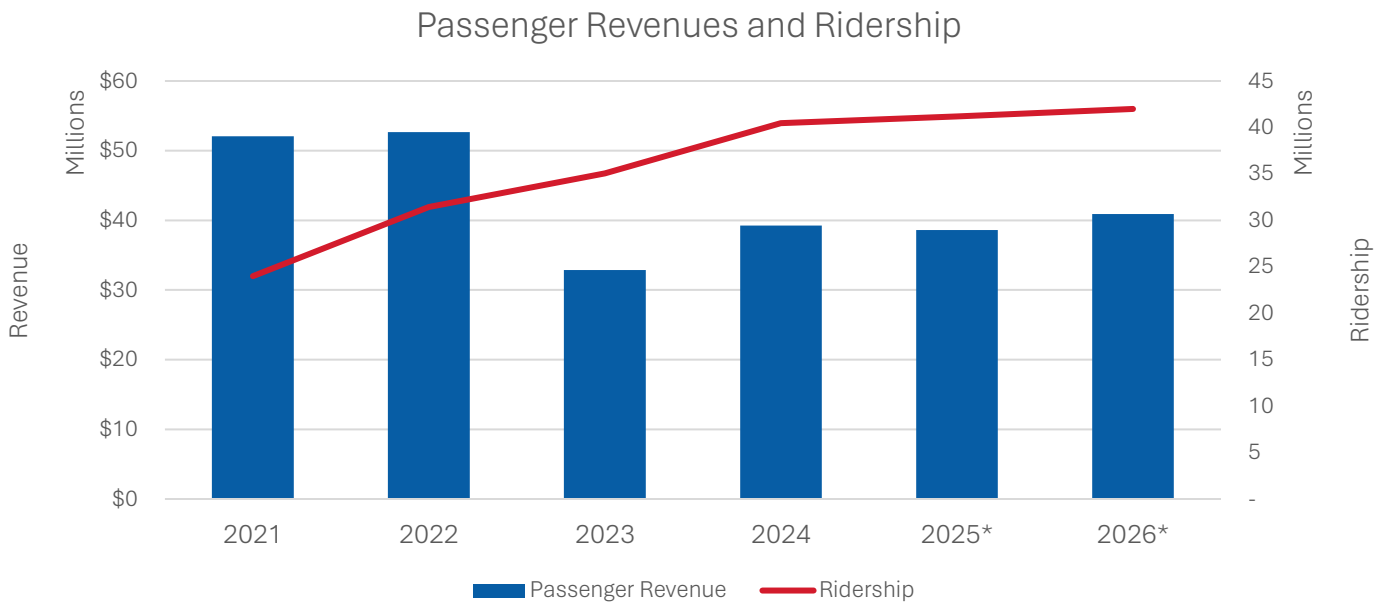
Since 2013, the Authority's base fare has been $2.50. Fares range from $1.25 for senior citizens to $5.50 for premium express service. Low-income citizens and social service agencies receive discounts of up to 75% of the base fares. Service increases planned in 2026, and continued population and employment growth will all contribute to an increase in passenger revenues.

<u>2026 Passenger Revenue – $41 million:</u>

Ridership and fares recovered roughly as projected in the 2024 budget. The 2025 budget assumes a 4.5% increase in passenger revenues, driven by continued recovery growth in ridership.

| Year | 2021 | 2022 | 2023 | 2024 | 2025* | 2026* |
|---|---|---|---|---|---|---|
| Passenger Revenue | $52,052,000 | $52,649,000 | $32,845,000 | $39,256,000 | $38,620,000 | $40,887,000 |
| Ridership | 23,993,000 | 31,440,000 | 35,060,000 | 40,479,000 | 40,625,000 | 42,031,000 |

* Budget/Projected



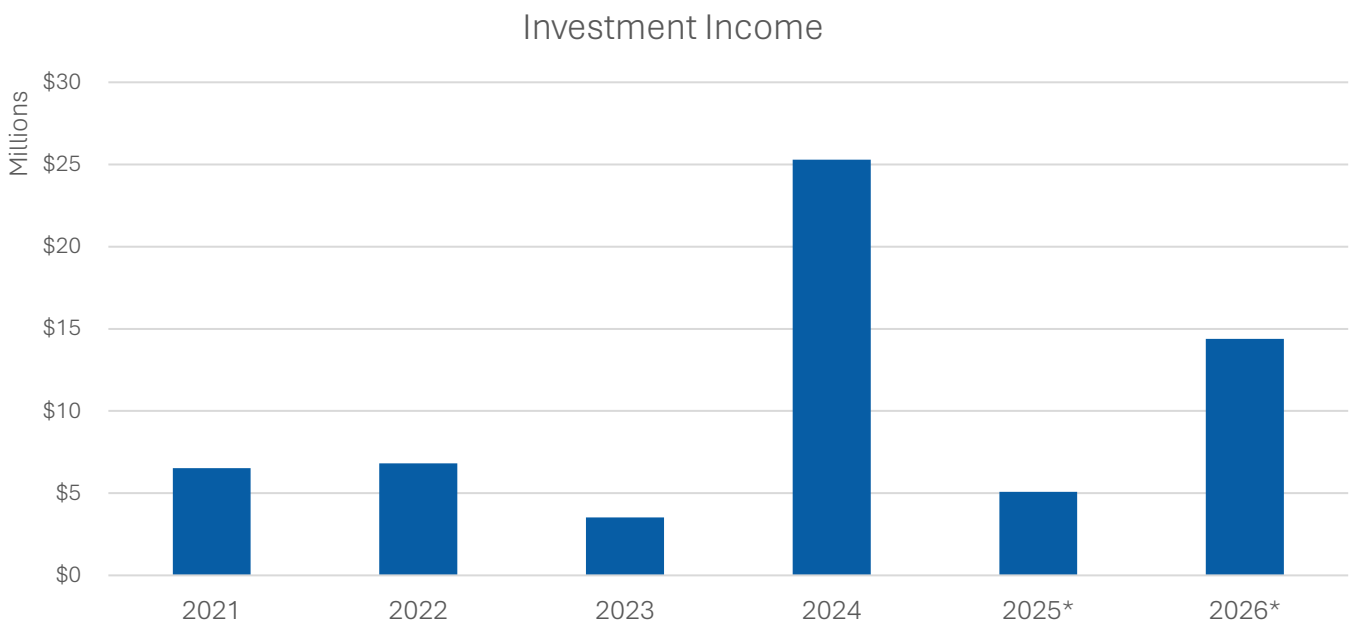
# Investment Income

Investment income consists of revenue generated from invested operating fund balances and reserves. Some of the Authority's funds are invested with the Public Treasurers Investment Fund managed by the State Treasurer's office; others are invested by UTA's Investment Management firm (Chandler Asset Management) in accordance with the State's Money Management Act[1]. These investments may yield higher interest and are secure.

An approximate rate of 2.50% is applied to projected reserve account and cash balances in UTA's Operating Fund. Projected 2025 investment revenues are $5.1 million with the possibility of ending the year markedly higher, but 2025 returns remain projected at $14.4 million due to market volatility.

| Year | 2021 | 2022 | 2023 | 2024 | 2025* | 2026* |
|---|---|---|---|---|---|---|
| Investment Income | $6,526,000 | $6,822,000 | $3,526,000 | $25,295,000 | $5,085,000 | $14,384,000 |

* Budget/Projected




[1] Utah Code Chapter 51-7

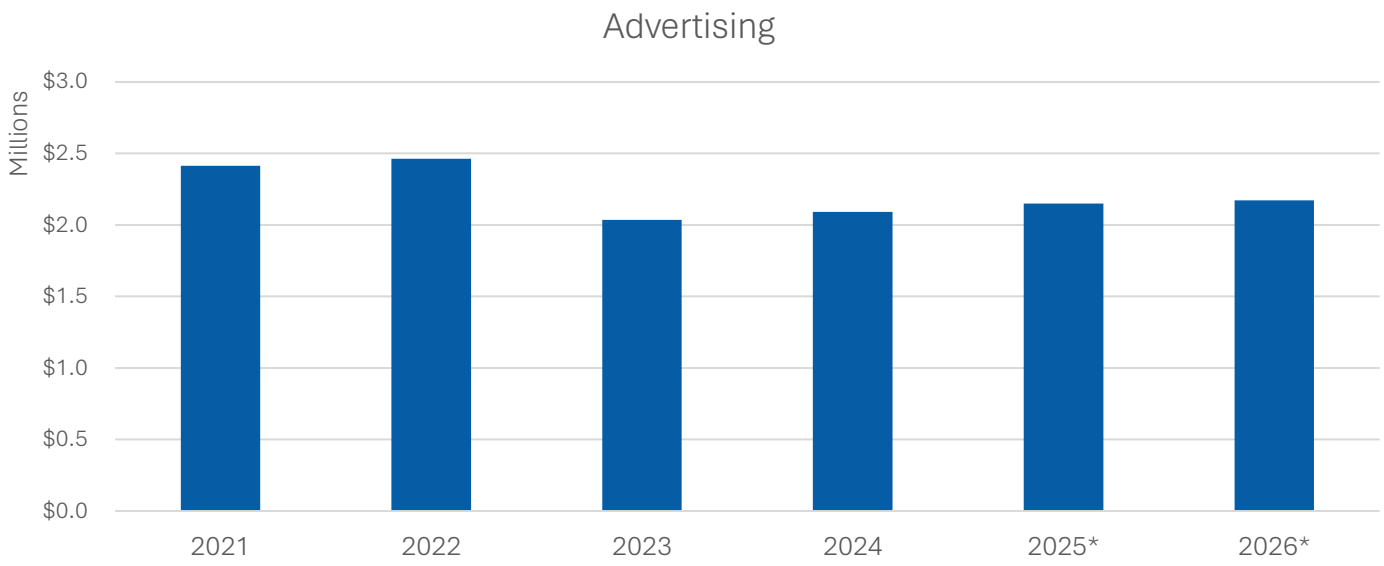
# Advertising

Advertising revenues for the Authority come from the lease of exterior space on the sides and rear of buses, light rail vehicles, and the signage inside commuter rail cars. The annual growth rate for advertising is leveling off.

2026 Advertising Revenue - $2 million:

| Year | 2021 | 2022 | 2023 | 2024 | 2025* | 2026* |
|---|---|---|---|---|---|---|
| Advertising | $2,413,000 | $2,463,000 | $2,035,000 | $2,092,000 | $2,150,000 | $2,172,000 |

* Budget/Projected

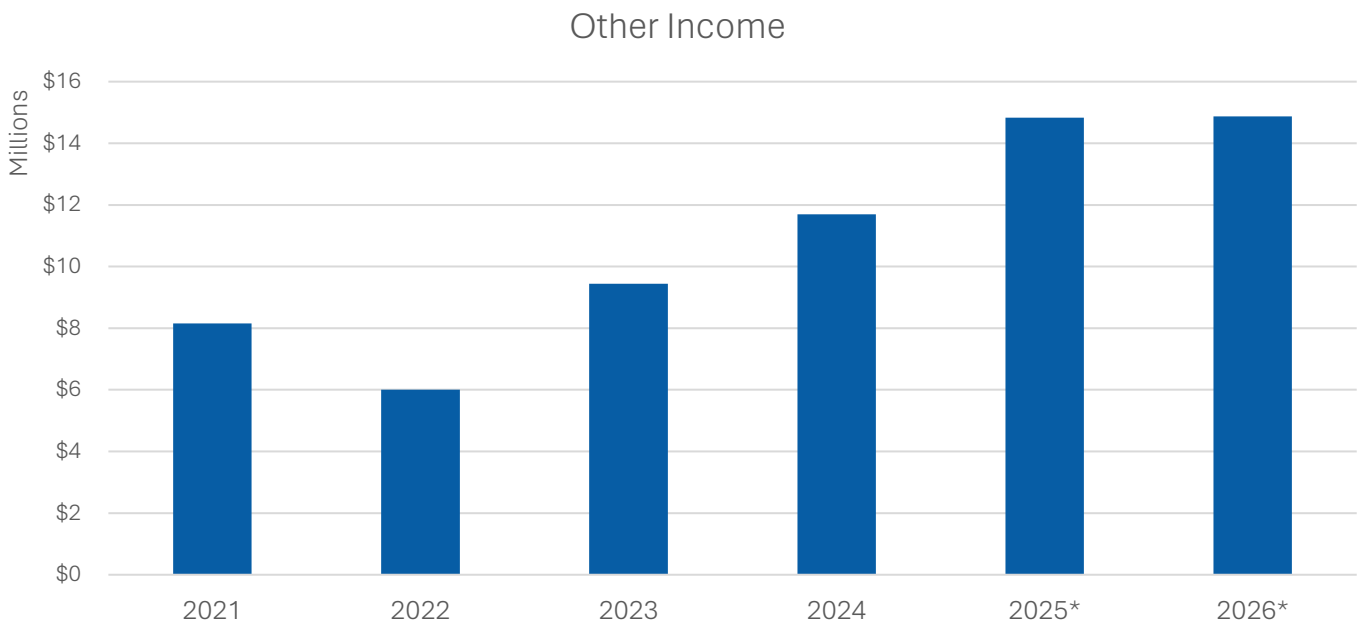


## Other Income

Other income for 2026 consists of $9.7 million from Salt Lake City for enhanced bus service and Microtransit/On Demand services, a $2.0 million sales tax distribution from the Utah Department of Transportation, and $3.1 million from transit-oriented development revenues.

| Year | 2021 | 2022 | 2023 | 2024 | 2025* | 2026* |
|---|---|---|---|---|---|---|
| Other Income | $8,156,000 | $6,001,000 | $9,443,000 | $11,692,000 | $14,826,000 | $14,867,000 |

* Budget/Projected



# Operating Uses – 2026 Detail

Employee Compensation and Benefits - $351.5 million:
The 2026 budget reflects a 6.9% increase over the 2025 budget. These increases are due to staff and pay rate increases. The 2026 budget also reflects headcount increases in Capital Services, Executive Director, and the People Office.

Utilities - $7.3 million:
Includes electricity (excluding propulsion power), heat, light, data charges and other utilities. Costs are expected to decrease 8.6% in 2026. This change is driven by lower expectations with regard to cost trends in Facilities and Maintenance of Way.

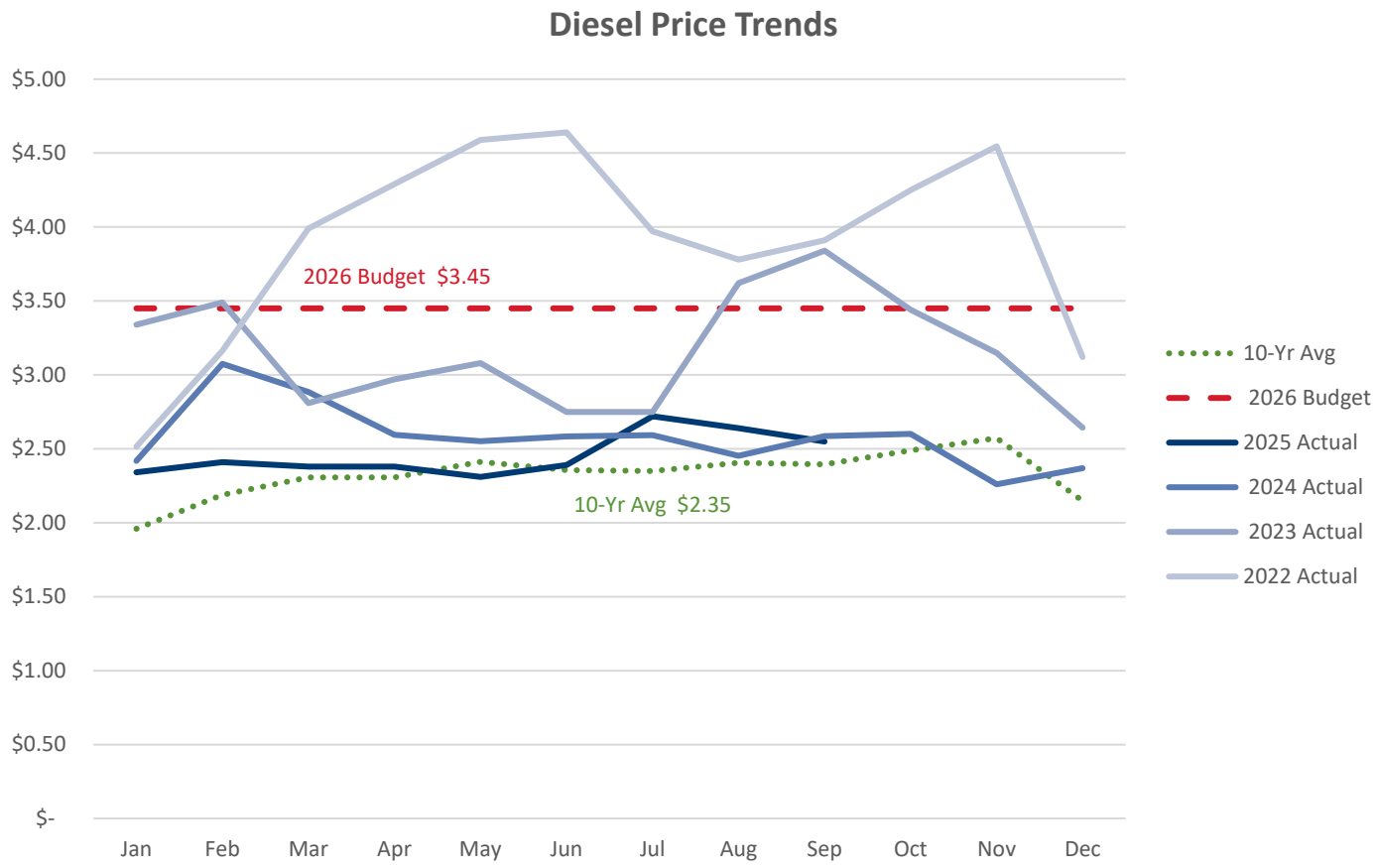
Parts - $25.9 million:
This 2026 budget reflects a $3.7 million (12.4%) decrease compared to the 2025 adjusted budget. FY 2025 had $10 million of projected overhaul and SGR costs in Light Rail. Even with the overall Parts decrease, Light Rail parts cost per mile and Freight Charges are up.

Services - $58.6 million:
This 2026 budget reflects a $2.6 million (4.6%) increase over the 2025 adjusted budget. $5 million increase in IT Director, which has a total of 160 contracts. $1 million increase in Innovative Mobility Solutions (IMS), primarily for West Provo and South Davis County. $487,000 increase in MV Transit in Special Services.

Other O&M Costs - $24.7 million:
This 2026 budget reflects a $904,000 (3.8%) increase over the 2025 adjusted budget. $398,000 increase in Insurance, $296,000 increase in Recruitment, and $214,000 increase in Media Expense.

Fuel and Propulsion Power - $36.6 million:

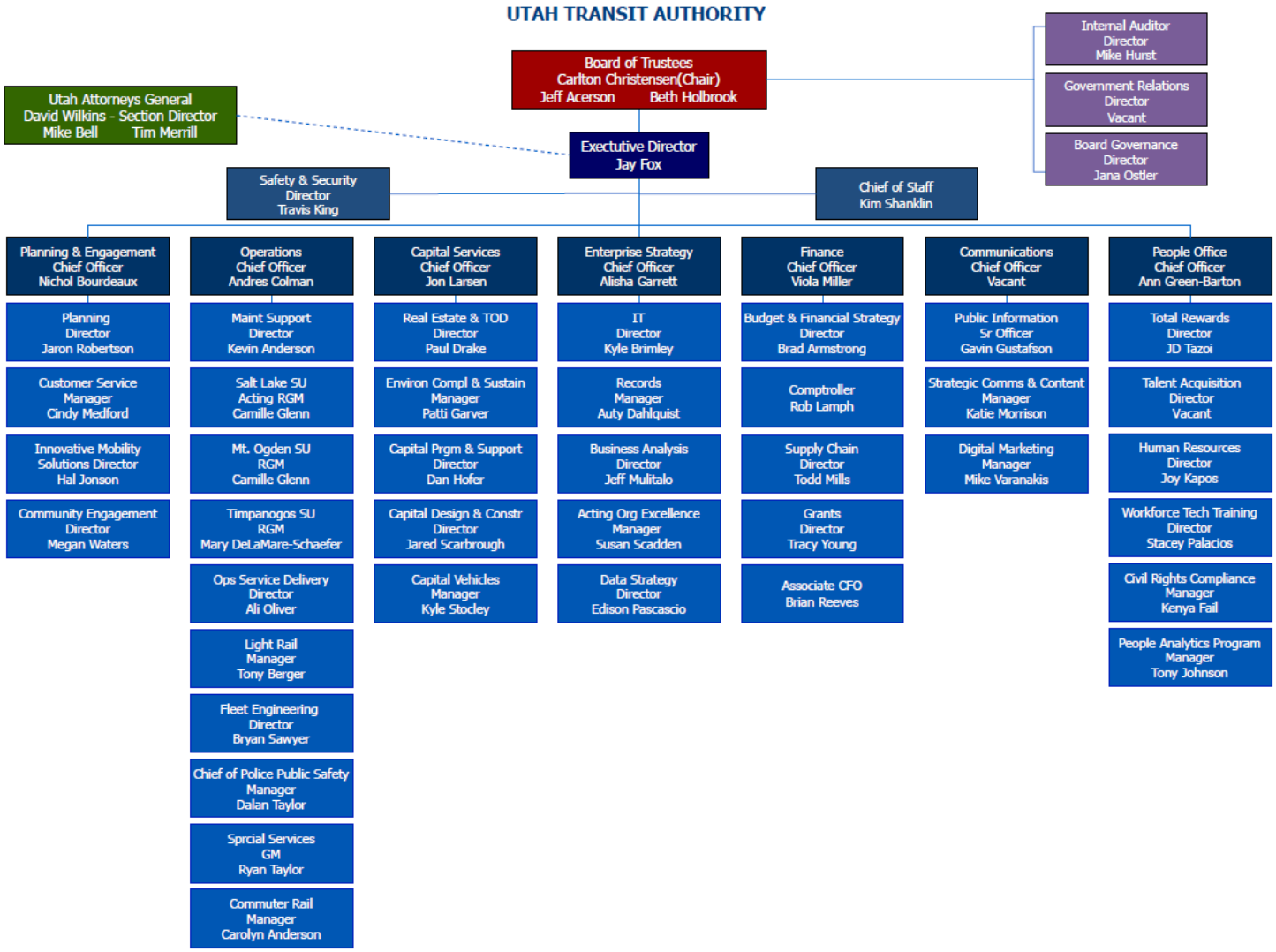
This 2026 fuel budget reflects a $1.8 million (5.1%) increase from the 2025 adjusted budget. This increase is predominantly due to increased usage of diesel driven by service in Commuter Rail, Ogden and Timpanogos service units. Higher projected expenses for propulsion power are also expected.




Capitalized Costs – minus $16.1 million:

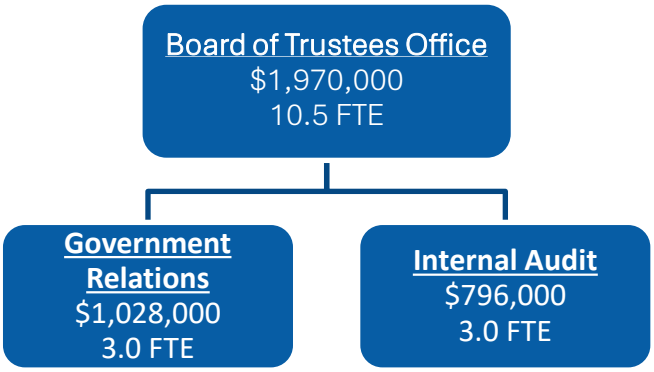
Staff time in support of the capital program is initially charged to the operating program and is ultimately charged to capital through a reimbursable process. This $16.1 million credit is the estimated cost of UTA operating costs being charged to the capital program and the Rail overhaul program.

# Org Chart – 2026



# 2026 Operating Expense Budget by Office, Cost Center, Category & FTE

## UTA Board of Trustees




The UTA Board of Trustees are appointed by the Governor to represent their respective counties. The Trustees work closely with legislators, local governments, stakeholders, and community members. They partner with the Executive Director in setting the vision and long-term priorities for the Agency.

The Board of Trustees Office provides the following to make the UTA System work:

- *Board of Trustees*. Provide leadership, fiscal oversight and support the Executive Director in the daily management of UTA's services.
- *Internal Audit*. The audit team plays a critical role in evaluating and improving UTA's system of governance, risk management, and controls. This is done primarily through execution of the annual internal audit plan, which is defined and approved by the Audit Committee.
- *Government Relations*. Engages externally with elected officials at a federal, state, and local level to inform, advocate and influence public policy that impacts UTA. They also collaborate and coordinate with partners and advocates on all three of these levels to promote the best interests of the organization.

## 2026 Board of Trustees Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Board of Trustees | $1,933,000 | $1,970,000 | $37,000 |
| Government Relations | 1,023,000 | 1,028,000 | 5,000 |
| Internal Audit | 813,000 | 796,000 | (17,000) |
| **Totals** | **$3,769,000** | **$3,794,000** | **$25,000** |

## 2026 Board of Trustees Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $1,871,000 | $1,928,000 | 3.0% |
| Fringe | 812,000 | 788,000 | -3.0% |
| Services | 830,000 | 805,000 | -3.0% |
| Fuel/Power | - | - | 0.0% |
| Utilities | 8,000 | 8,000 | 0.0% |
| Parts | - | - | 0.0% |
| Other O&M | 249,000 | 265,000 | 6.4% |
| Capitalized Costs | - | - | 0.0% |
| **Totals** | **$3,769,000** | **$3,794,000** | **0.7%** |

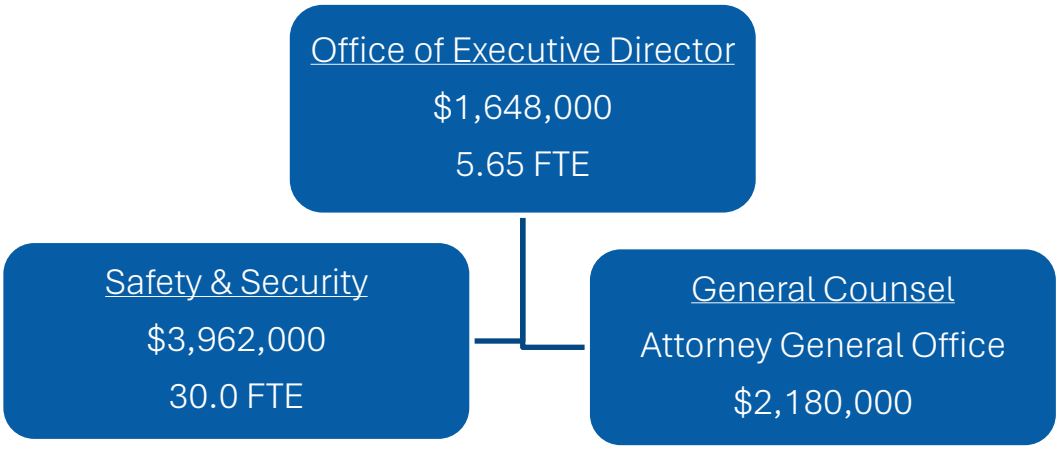
## Board of Trustees FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Board of Trustees | 9.0 | 10.5 | 1.5 |
| Government Relations | 4.0 | 3.0 | (1.0) |
| Internal Audit | 3.0 | 3.0 | - |
| **Totals** | **16.0** | **16.5** | **0.5** |

## 2026 Budget Requests

| 2026 Budget Requests | Expenses | FTEs |
|---|---|---|
| **BOARD OF TRUSTEES** | **$55,600** | **-** |
| Government Relations Manager Travel, Conferences and Meetings | 6,500 | - |
| Local Advisory Council Member Compensation | 4,500 | - |
| Local/State Government Engagement | 10,500 | - |
| Political Consultants Renewal | 15,800 | - |
| Travel - escalating costs | 18,300 | - |

# Executive Director




The Executive Director's Office focuses internally on running the day-to-day functions of the organization, ensuring alignment with the Board's priorities using the Agency's long-term strategic plan. The Executive Director sets the annual strategies, initiatives, and goals for the Agency and partners with each Executive Office to fulfill UTA's mission and vision.

UTA Executive Office provides the following to meet the needs of the Agency:

- *Executive Director*. Provides leadership and daily management to UTA's workforce.

In addition to the seven chief offices, the Executive Director also oversees the following departments:

- *Safety & Security*. Focused on UTA safety and security practices and ensuring regulations are met.
- *General Counsel*. Works directly with our in-house representation from the Attorney General's Office.

## 2026 Office of Executive Director Operating Budget: Expenses by Division

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Executive Director | $1,638,000 | $1,648,000 | $10,000 |
| General Counsel | 2,124,000 | 2,180,000 | 56,000 |
| Safety & Security | 3,777,000 | 3,962,000 | 185,000 |
| Contingency | 858,000 | 8,997,000 | 8,139,000 |
| **Totals** | **$7,539,000** | **$7,790,000** | **$251,000** |

## 2026 Office of Executive Director Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $2,414,000 | $2,678,000 | 10.9% |
| Fringe | 1,111,000 | 1,310,000 | 17.9% |
| Services | 3,691,000 | 3,466,000 | -6.1% |
| Fuel/Power | 16,000 | 16,000 | 0.0% |
| Utilities | 16,000 | 14,000 | -12.5% |
| Parts | 6,000 | 6,000 | 0.0% |
| Other O&M | 286,000 | 299,000 | 4.5% |
| Capitalized Costs | - | - | 0.0% |
| **Totals** | **$7,539,000** | **$7,790,000** | **3.3%** |

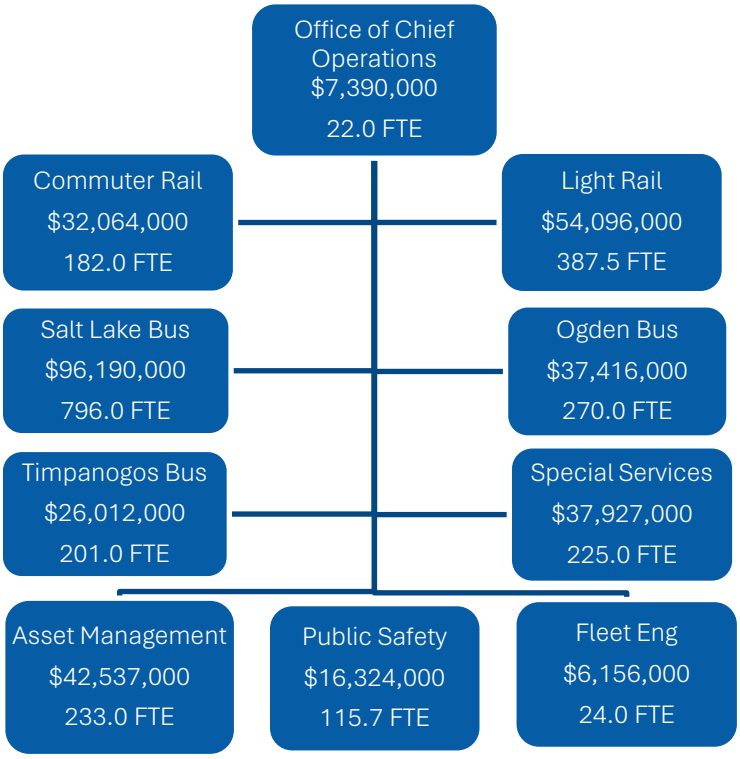
## Office of Executive Director FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Executive Director | 4.50 | 5.65 | 1.2 |
| General Counsel | - | - | - |
| Safety & Security | 28.00 | 30.00 | 2.0 |
| Contingency | - | - | - |
| **Totals** | **32.5** | **35.7** | **3.2** |

## 2026 Budget Requests

| 2026 Budget Requests | Expenses | FTEs |
|---|---|---|
| **EXECUTIVE DIRECTOR** | **497,250** | **3** |
| 2 New Roadway Worker Protection Specialists | 185,000 | 2 |
| Add consulting services including Strategic Plan and other needs | 150,000 | - |
| Compliance Manager Position | 162,250 | 1 |

# Operations




The Operations organization is comprised of nine service units, covering UTA's service modes and Public Safety (including Transit Communications Center), Fleet Engineering and Asset Management (Engineering & Support Maintenance) Departments.

UTA Operations provides the following functions:

- *Office of the Chief*. Provides oversight, direction, and leadership for Operations.
- *Modal Offices*. Operates buses (3 service units), light rail, commuter rail, vanpool, and special services across the UTA service area in a safe and efficient manner.
- *Asset Management*. Maintain the buses, rail cars and rail right of way to allow the safe and comfortable operation of services to UTA's customers.
- *Public Safety*. UTA has an internal police department focused on keeping our community, our riders, and our employees safe. Our police also engage in community service and support our local authorities. Includes *Transit Communications Center*.
- *Fleet Engineering*. Provides technical engineering expertise and quality assurance oversight to Bus and Rail Maintenance, Operation personnel and Capital acquisition.

## 2026 Operations Budget Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| COO Office | $6,125,000 | $7,390,000 | $1,265,000 |
| Public Safety | 16,036,000 | 16,324,000 | 288,000 |
| Fleet Engineering | 2,548,000 | 6,156,000 | 3,608,000 |
| Asset Management | 47,466,000 | 42,537,000 | (4,929,000) |
| Salt Lake Bus | 96,722,000 | 96,190,000 | (532,000) |
| Mt. Ogden Bus | 34,237,000 | 37,416,000 | 3,179,000 |
| Timpanogos Bus | 26,106,000 | 26,012,000 | (94,000) |
| Special Services | 34,025,000 | 37,927,000 | 3,902,000 |
| Light Rail | 51,700,000 | 54,096,000 | 2,396,000 |
| Commuter Rail | 32,745,000 | 32,064,000 | (681,000) |
| **Totals** | **$347,709,000** | **$356,112,000** | **$8,403,000** |

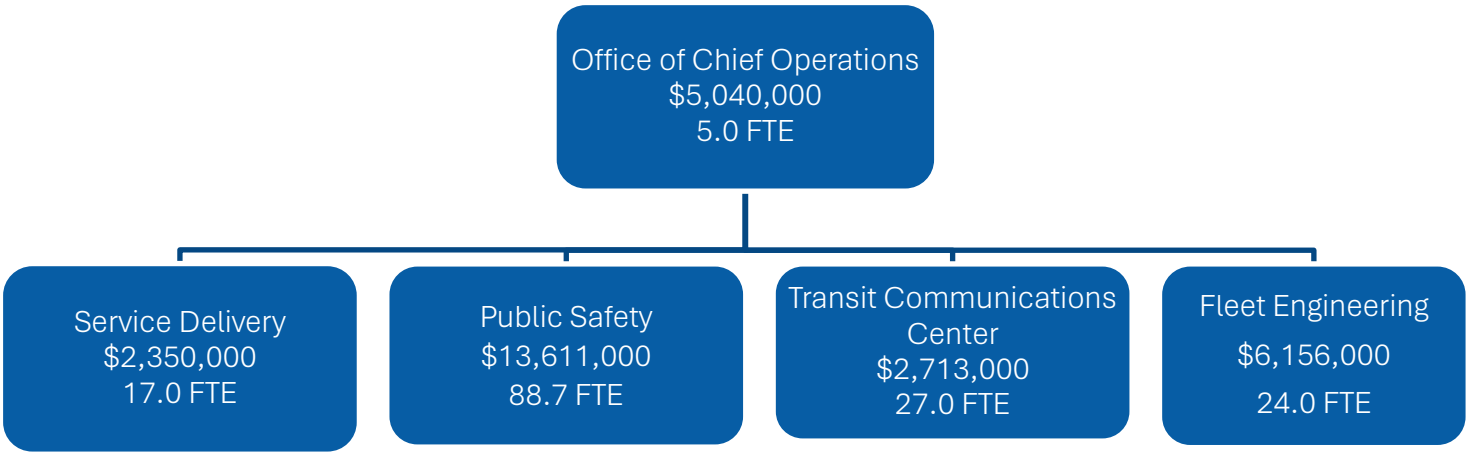
## 2026 Operations Budget Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $170,279,000 | $178,771,000 | 5.0% |
| Fringe | 88,296,000 | 92,127,000 | 4.3% |
| Services | 18,270,000 | 16,723,000 | -8.5% |
| Fuel/Power | 34,214,000 | 35,972,000 | 5.1% |
| Parts | 29,380,000 | 25,638,000 | -12.7% |
| Utilities | 6,454,000 | 5,670,000 | -12.1% |
| Non-Departmental | 0 | 0 | 0.0% |
| Other O&M | 12,346,000 | 12,647,000 | 2.4% |
| Capitalized Costs | (11,530,000) | (11,434,000) | -0.8% |
| **Totals** | **$347,709,000** | **$356,112,000** | **2.4%** |

## Operations FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| COO Office | 7.0 | 22.0 | 15.0 |
| Public Safety | 114.7 | 115.7 | 1.0 |
| Fleet Engineering | 24.0 | 24.0 | 0.0 |
| Asset Management | 231.0 | 233.0 | 2.0 |
| Salt Lake Bus | 774.0 | 796.0 | 22.0 |
| Mt. Ogden Bus | 268.5 | 270.0 | 1.5 |
| Timpanogos Bus | 196.0 | 201.0 | 5.0 |
| Special Services | 214.0 | 225.0 | 11.0 |
| Light Rail | 379.5 | 387.5 | 8.0 |
| Commuter Rail | 181.0 | 182.0 | 1.0 |
| **Totals** | **2,389.7** | **2,456.2** | **66.5** |

# COO Office




## 2026 COO Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| COO Office | $6,125,000 | $5,040,000 | ($1,085,000) |
| Transit Comms Center | 2,514,000 | 2,713,000 | 199,000 |
| Public Safety | 13,522,000 | 13,611,000 | 89,000 |
| Fleet Engineering | 2,548,000 | 6,156,000 | 3,608,000 |
| Service Delivery | - | 2,350,000 | 2,350,000 |
| **Totals** | **$24,709,000** | **$29,870,000** | **$5,161,000** |

## 2026 COO Operating Budget: Expenses by Category

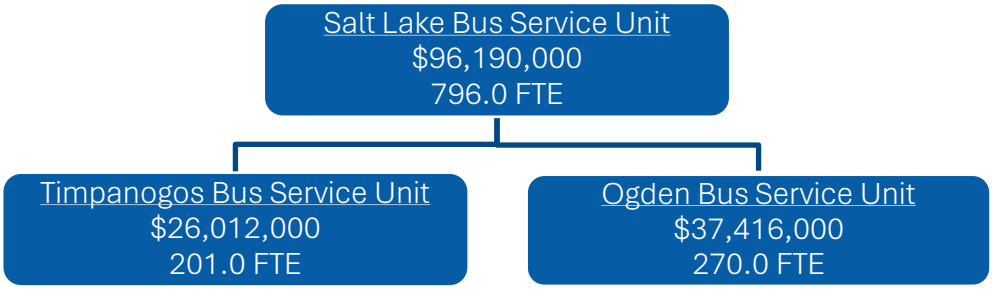
| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $12,843,000 | $14,612,000 | 13.8% |
| Fringe | 6,199,000 | 7,012,000 | 13.1% |
| Services | 2,266,000 | 1,560,000 | -31.2% |
| Fuel/Power | 251,000 | 253,000 | 0.8% |
| Utilities | 162,000 | 222,000 | 37.0% |
| Parts | 1,000 | 3,100,000 | 309900.0% |
| Other O&M | 3,923,000 | 3,642,000 | -7.2% |
| Capitalized Costs | (937,000) | (531,000) | -43.3% |
| **Totals** | **$24,709,000** | **$29,870,000** | **20.9%** |

## COO FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| COO Office | 7.0 | 5.0 | (2.0) |
| Transit Comms Center | 26.0 | 27.0 | 1.0 |
| Public Safety | 88.7 | 88.7 | - |
| Fleet Engineering | 24.0 | 24.0 | - |
| Service Delivery | - | 17.0 | 17.0 |
| **Totals** | **145.7** | **161.7** | **16.0** |



# Bus Service




## 2026 Bus Service Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Administration | $3,359,000 | $3,118,000 | ($241,000) |
| Operations | 104,478,000 | 106,393,000 | 1,915,000 |
| Maintenance | 49,228,000 | 50,108,000 | 880,000 |
| **Totals** | **$157,065,000** | **$159,618,000** | **$2,553,000** |

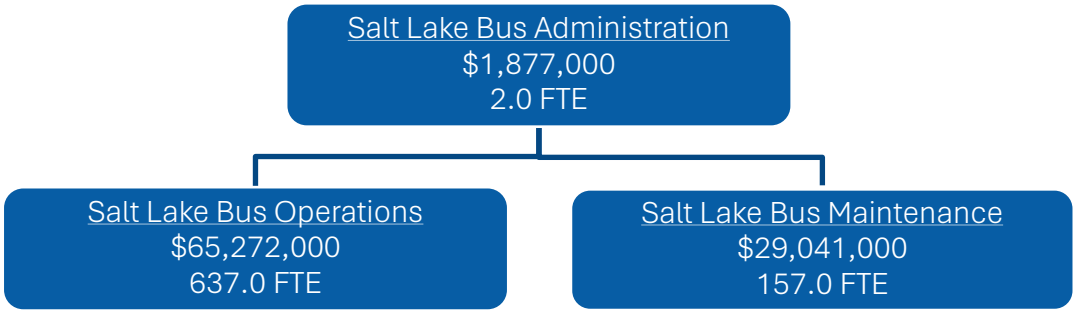
## 2026 Bus Service Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $ 84,909,000 | $ 88,730,000 | 4.5% |
| Fringe | 44,897,000 | 46,662,000 | 3.9% |
| Services | 3,371,000 | 566,000 | -83.2% |
| Fuel/Power | 14,133,000 | 15,315,000 | 8.4% |
| Utilities | 519,000 | 99,000 | -80.9% |
| Parts | 6,714,000 | 5,488,000 | -18.3% |
| Other O&M | 2,522,000 | 2,762,000 | 9.5% |
| **Totals** | **$157,065,000** | **$159,618,000** | **1.6%** |

## Bus Service FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Administration | 12.0 | 6.0 | (6.0) |
| Operations | 983.5 | 1,009.0 | 25.5 |
| Maintenance | 243.0 | 252.0 | 9.0 |
| **Totals** | **1,238.5** | **1,267.0** | **28.5** |

# Salt Lake Service Unit




## 2026 Salt Lake Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Salt Lake Administration | $1,893,000 | $1,877,000 | ($16,000) |
| Salt Lake Operations | 66,182,000 | 65,272,000 | -910,000 |
| Salt Lake Maintenance | 28,648,000 | 29,041,000 | 393,000 |
| **Totals** | **$96,722,000** | **$96,190,000** | **($532,000)** |

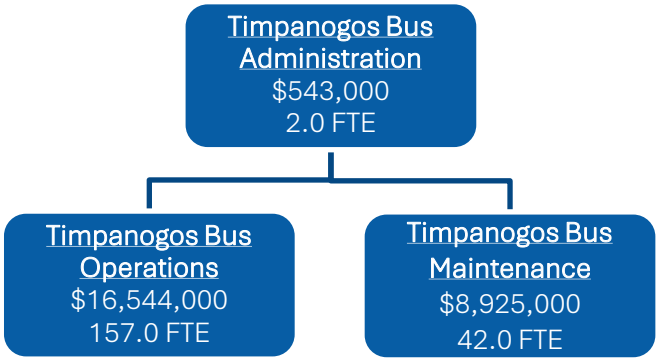
## 2026 Salt Lake Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $ 53,210,000 | $ 54,602,000 | 2.6% |
| Fringe | 28,058,000 | 28,581,000 | 1.9% |
| Services | 2,143,000 | 390,000 | -81.8% |
| Fuel/Power | 7,364,000 | 7,503,000 | 1.9% |
| Utilities | 484,000 | 73,000 | -84.9% |
| Parts | 3,735,000 | 3,373,000 | -9.7% |
| Other O&M | 1,728,000 | 1,671,000 | -3.3% |
| **Totals** | **$96,722,000** | **$96,190,000** | **-0.6%** |

## Salt Lake FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Salt Lake Administration | 5.0 | 2.0 | (3.0) |
| Salt Lake Operations | 621.0 | 637.0 | 16.0 |
| Salt Lake Maintenance | 148.0 | 157.0 | 9.0 |
| **Totals** | **774.0** | **796.0** | **22.0** |

## Timpanogos Service Unit




### 2026 Timpanogos Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Timp Administration | $595,000 | $543,000 | ($52,000) |
| Timp Operations | 17,016,000 | 16,544,000 | -472,000 |
| Timp Maintenance | 8,495,000 | 8,925,000 | 430,000 |
| **Totals** | **$26,106,000** | **$26,012,000** | **($94,000)** |

### 2026 Timpanogos Operating Budget: Expenses by Category

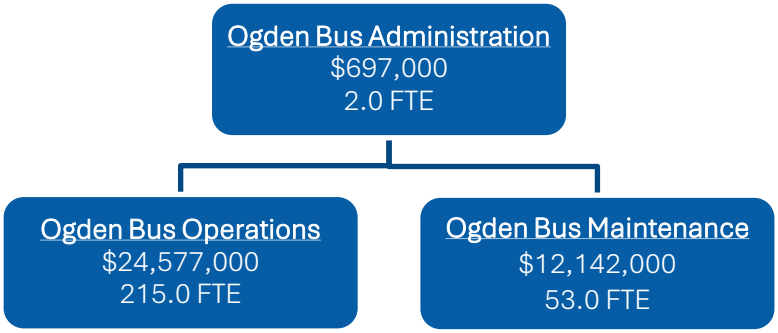
| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $13,596,000 | $13,970,000 | 2.8% |
| Fringe | 7,107,000 | 7,425,000 | 4.5% |
| Services | 1,301,000 | 50,000 | -96.2% |
| Fuel/Power | 2,747,000 | 3,292,000 | 19.8% |
| Utilities | 14,000 | 15,000 | 7.1% |
| Parts | 1,072,000 | 858,000 | -20.0% |
| Other O&M | 269,000 | 401,000 | 49.1% |
| Capitalized Costs | - | - | - |
| **Totals** | **$26,106,000** | **$26,012,000** | **-0.4%** |

## Timpanogos FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Timp Administration | 3.0 | 2.0 | (1.0) |
| Timp Operations | 151.0 | 157.0 | 6.0 |
| Timp Maintenance | 42.0 | 42.0 | - |
| **Totals** | **196.0** | **201.0** | **5.0** |



## Mt. Ogden Service Unit




### 2026 Mt. Ogden Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Ogden Administration | $871,000 | $697,000 | ($174,000) |
| Ogden Operations | 21,281,000 | 24,577,000 | 3,296,000 |
| Ogden Maintenance | 12,085,000 | 12,142,000 | 57,000 |
| **Totals** | **$34,237,000** | **$37,416,000** | **$3,179,000** |

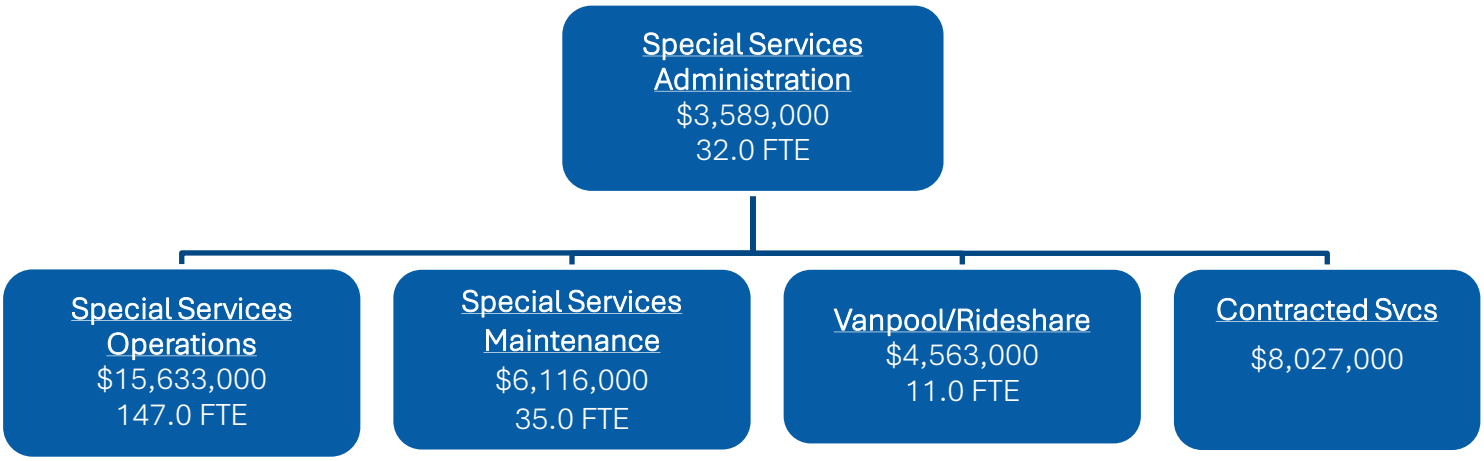
### 2026 Mt. Ogden Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $18,103,000 | $20,158,000 | 11.4% |
| Fringe | 9,732,000 | 10,655,000 | 9.5% |
| Services | -73,000 | 126,000 | -272.6% |
| Fuel/Power | 4,022,000 | 4,519,000 | 12.4% |
| Utilities | 20,000 | 11,000 | -45.0% |
| Parts | 1,907,000 | 1,257,000 | -34.1% |
| Other O&M | 525,000 | 690,000 | 31.4% |
| **Totals** | **$34,237,000** | **$37,416,000** | **9.3%** |

## Mt. Ogden FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Ogden Administration | 4.0 | 2.0 | (2.0) |
| Ogden Operations | 211.5 | 215.0 | 3.5 |
| Ogden Maintenance | 53.0 | 53.0 | - |
| **Totals** | **268.5** | **270.0** | **1.5** |

# Special Services Service Unit




## 2026 Special Services Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Special Svcs Administration | $3,531,000 | $3,589,000 | $58,000 |
| Special Svcs Operations | 13,367,000 | 15,633,000 | 2,266,000 |
| Special Svcs Maintenance | 5,857,000 | 6,116,000 | 259,000 |
| Vanpool/Rideshare | 4,034,000 | 4,563,000 | 529,000 |
| Contracted Services | 7,236,000 | 8,027,000 | 791,000 |
| **Totals** | **$34,025,000** | **$37,927,000** | **$3,902,000** |

## 2026 Special Services Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $14,068,000 | $15,477,000 | 10.0% |
| Fringe | 7,563,000 | 8,413,000 | 11.2% |
| Services | 7,424,000 | 8,549,000 | 15.2% |
| Fuel/Power | 2,918,000 | 3,321,000 | 13.8% |
| Utilities | 29,000 | 27,000 | -6.9% |
| Parts | 523,000 | 471,000 | -9.9% |
| Other O&M | 1,499,000 | 1,668,000 | 11.3% |
| **Totals** | **$34,025,000** | **$37,927,000** | **11.5%** |

## Special Services FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Special Svcs Administration | 33.0 | 32.0 | (1.0) |
| Special Svcs Operations | 135.0 | 147.0 | 12.0 |
| Special Svcs Maintenance | 35.0 | 35.0 | - |
| Vanpool/Rideshare | 11.0 | 11.0 | - |
| Contracted Services | - | - | - |
| **Totals** | **214.0** | **225.0** | **11.0** |

# Rail Service

| Light Rail Service Unit | Commuter Rail Service Unit |
|---|---|
| $54,096,000 | $32,064,000 |
| 387.5 FTE | 182.0 FTE |

## 2026 Rail Service Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Administration | 2,150,000 | 1,789,000 | ($361,000) |
| Operations | 33,958,000 | 33,768,000 | (190,000) |
| Maintenance | 48,337,000 | 50,604,000 | 2,267,000 |
| **Totals** | **$84,445,000** | **$86,160,000** | **$1,715,000** |

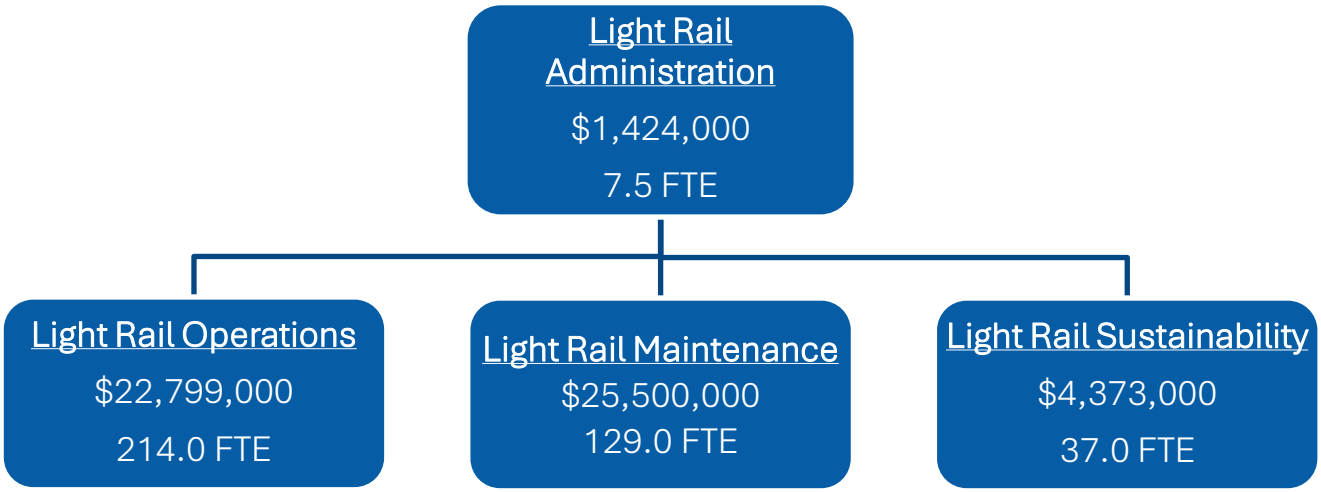
## 2026 Rail Service Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | 41,198,000 | 41,143,000 | -0.1% |
| Fringe | 20,478,000 | 20,317,000 | -0.8% |
| Services | 1,673,000 | 1,993,000 | 19.1% |
| Fuel/Power | 8,510,000 | 16,703,000 | 96.3% |
| Utilities | 357,000 | 328,000 | -8.1% |
| Parts | 20,278,000 | 14,021,000 | -30.9% |
| Other O&M | 2,443,000 | 2,436,000 | -0.3% |
| **Totals** | **$84,445,000** | **$86,161,000** | **2.0%** |

## Rail Service FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Administration | 9.5 | 7.5 | (2.0) |
| Operations | 314.0 | 326.0 | 12.0 |
| Maintenance | 237.0 | 236.0 | (1.0) |
| **Totals** | **560.5** | **569.5** | **9.0** |

## Light Rail Service Unit




### 2026 Light Rail Operating Budget: Expenses by Department

| Department | Adj. Budget | Budget | Change |
|---|---|---|---|
| Light Rail Administration | $1,530,000 | $1,424,000 | ($106,000) |
| Light Rail Operations | 22,955,000 | 22,799,000 | (156,000) |
| Light Rail Maintenance | 22,826,000 | 25,500,000 | 2,674,000 |
| Light Rail Sustainability | 4,388,000 | 4,373,000 | (15,000) |
| **Totals** | **$51,700,000** | **$54,096,000** | **$2,396,000** |

### 2026 Light Rail Operating Budget: Expenses by Category

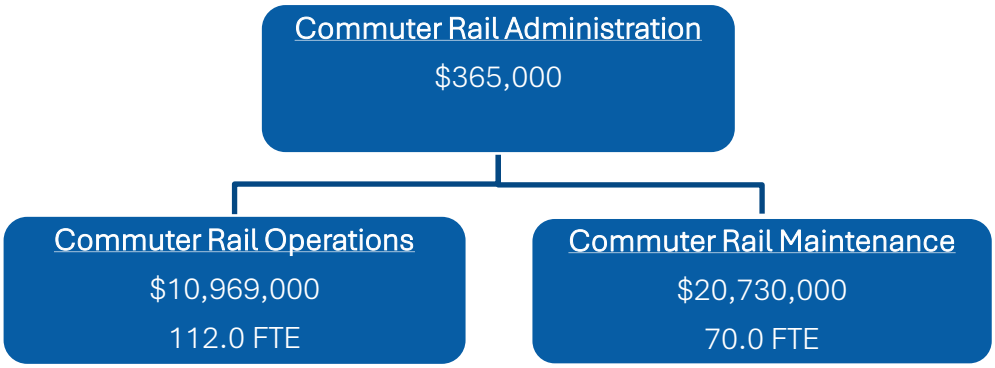
| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $28,363,000 | $28,587,000 | 0.8% |
| Fringe | 14,297,000 | 14,023,000 | -1.9% |
| Services | 950,000 | 1,162,000 | 22.3% |
| Fuel/Power | 158,000 | 7,714,000 | 4782.3% |
| Utilities | 42,000 | 30,000 | -28.6% |
| Parts | 16,176,000 | 11,220,000 | -30.6% |
| Other O&M | 1,586,000 | 1,520,000 | -4.2% |
| Capitalized Costs | (9,873,000) | (10,160,000) | 2.9% |
| **Totals** | **$51,699,000** | **$54,096,000** | **4.6%** |

## Light Rail FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Light Rail Administration | 7.5 | 7.5 | - |
| Light Rail Operations | 205.0 | 214.0 | 9.0 |
| Light Rail Maintenance | 130.0 | 129.0 | (1.0) |
| Light Rail Sustainability | 37.0 | 37.0 | - |
| **Totals** | **379.5** | **387.5** | **8.0** |



## Commuter Rail Service Unit




### 2026 Commuter Rail Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Com. Rail Administration | $620,000 | $365,000 | ($255,000) |
| Com. Rail Operations | 11,003,000 | 10,969,000 | (34,000) |
| Com. Rail Maintenance | 21,122,000 | 20,730,000 | (392,000) |
| **Totals** | **$32,744,000** | **$32,064,000** | **($680,000)** |

### 2026 Commuter Rail Operating Budget: Expenses by Category

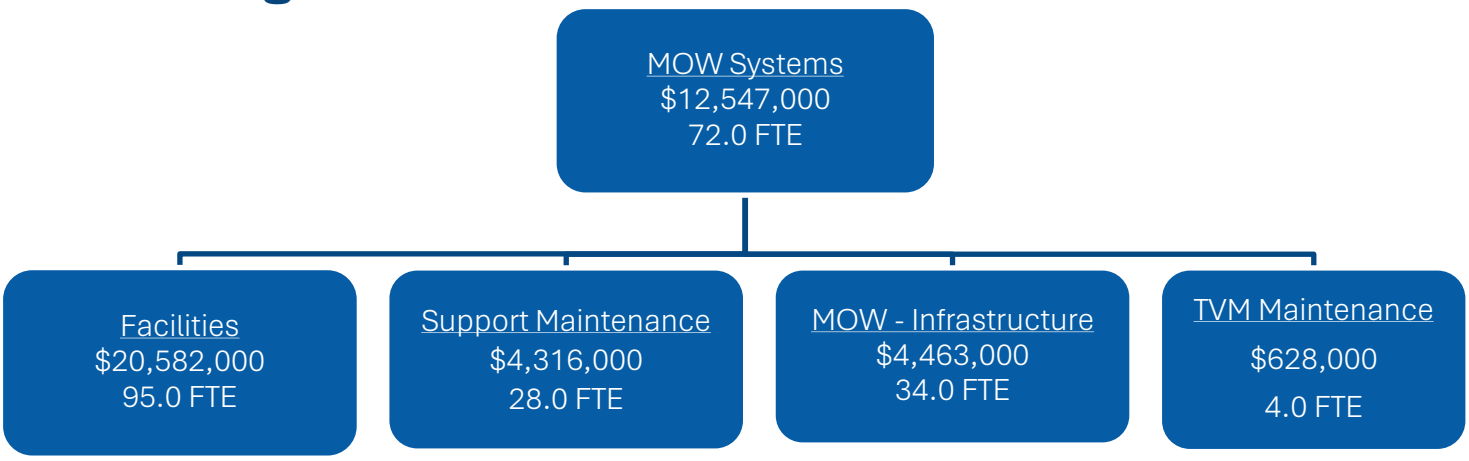
| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $12,835,000 | $12,556,000 | -2.2% |
| Fringe | 6,182,000 | 6,294,000 | 1.8% |
| Services | 723,000 | 831,000 | 14.9% |
| Fuel/Power | 8,351,000 | 8,989,000 | 7.6% |
| Utilities | 315,000 | 297,000 | -5.7% |
| Parts | 4,102,000 | 2,801,000 | -31.7% |
| Other O&M | 857,000 | 916,000 | 6.9% |
| Capitalized Costs | (620,000) | (620,000) | 0.0% |
| **Totals** | **$32,744,000** | **$32,064,000** | **-2.1%** |

## Commuter Rail FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Com. Rail Administration | 2.0 | - | (2.0) |
| Com. Rail Operations | 109.0 | 112.0 | 3.0 |
| Com. Rail Maintenance | 70.0 | 70.0 | - |
| **Totals** | **181.0** | **182.0** | **1.0** |



# Asset Management Service Unit




## 2026 Asset Management Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Support Maintenance | $4,389,000 | $4,316,000 | ($73,000) |
| Facilities | 19,291,000 | 20,582,000 | 1,291,000 |
| MOW - Systems | 19,095,000 | 12,547,000 | (6,548,000) |
| MOW - Infrastructure | 4,098,000 | 4,463,000 | 365,000 |
| TVM Maintenance | 592,000 | 628,000 | 36,000 |
| **Totals** | **$47,466,000** | **$42,537,000** | **($4,929,000)** |

## 2026 Asset Management Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $17,261,000 | $18,809,000 | 9.0% |
| Fringe | 9,159,000 | 9,723,000 | 6.2% |
| Services | 3,535,000 | 4,055,000 | 14.7% |
| Fuel/Power | 8,402,000 | 380,000 | -95.5% |
| Utilities | 5,387,000 | 4,994,000 | -7.3% |
| Parts | 1,864,000 | 2,557,000 | 37.2% |
| Other O&M | 1,958,000 | 2,139,000 | 9.2% |
| Capitalized Costs | (100,000) | (120,000) | 20.0% |
| **Totals** | **$47,466,000** | **$42,537,000** | **-10.4%** |

## Asset Management FTE Summary: 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Support Maintenance | 28.0 | 28.0 | - |
| Facilities | 93.0 | 95.0 | 2.0 |
| MOW - Systems | 72.0 | 72.0 | - |
| MOW - Infrastructure | 34.0 | 34.0 | - |
| TVM Maintenance | 4.0 | 4.0 | - |
| **Totals** | **231.0** | **233.0** | **2.0** |



# Communications




The Communications Office maintains and strengthens the brand identity of the Utah Transit Authority, building internal and external trust in UTA with the ultimate goal of attracting customers and increasing awareness and understanding of the value of transit in our service area.

In fulfillment of our purpose, the CMO team delivers the following services:

- *Communications Strategy*. CMO Strategists guide and support the communications and marketing needs of all UTA departments and service units, providing communications strategy and support for events, campaigns, content, materials, tools, and related efforts.
- *Media Relations*. CMO consults with UTA leadership on media relations strategy and tactics, and interfaces with broadcast media representatives, building media relationships, reinforcing UTA's brand, and delivering official messages and responses to media inquiries.
- *Graphics and Design*. CMO sets and maintains graphic design standards for UTA's brand, providing guidance and graphics project/task support on visual materials that represent UTA to internal and external audiences.
- *Digital Media*. CMO manages UTA's presence and activity in the digital media sphere including social channels, advertising (including print advertising on UTA assets), marketing (including direct and experiential customer marketing), and other campaigns that strengthen UTA's brand and services.
- *Internal Communications*. CMO oversees agency communications to employees including designing and managing the UTA internal communications app, providing strategy and support for employee engagement, development, and success in alignment with UTA strategy.
- *Executive Communications*. CMO directly supports the communications and marketing needs of the UTA Board of Trustees, Executive Director, and other senior leaders for events, speeches, presentations, stakeholder relations, and other communications strategy and consultation.

## 2026 Communications Operating Budget: Expenses by Division

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Office of Communications | $4,842,000 | $5,250,000 | $408,000 |
| **Totals** | **$4,842,000** | **$5,250,000** | **$408,000** |

## 2026 Communications Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $1,626,000 | $1,603,000 | $ (23,000) |
| Fringe | 716,000 | 842,000 | 126,000 |
| Services | 1,056,000 | 952,000 | (104,000) |
| Fuel/Power | 1,000 | - | (1,000) |
| Utilities | 8,000 | 8,000 | - |
| Parts | - | - | - |
| Other O&M | 1,434,000 | 1,845,000 | 411,000 |
| Capitalized Costs | - | - | - |
| **Totals** | **$4,842,000** | **$5,250,000** | **$408,000** |

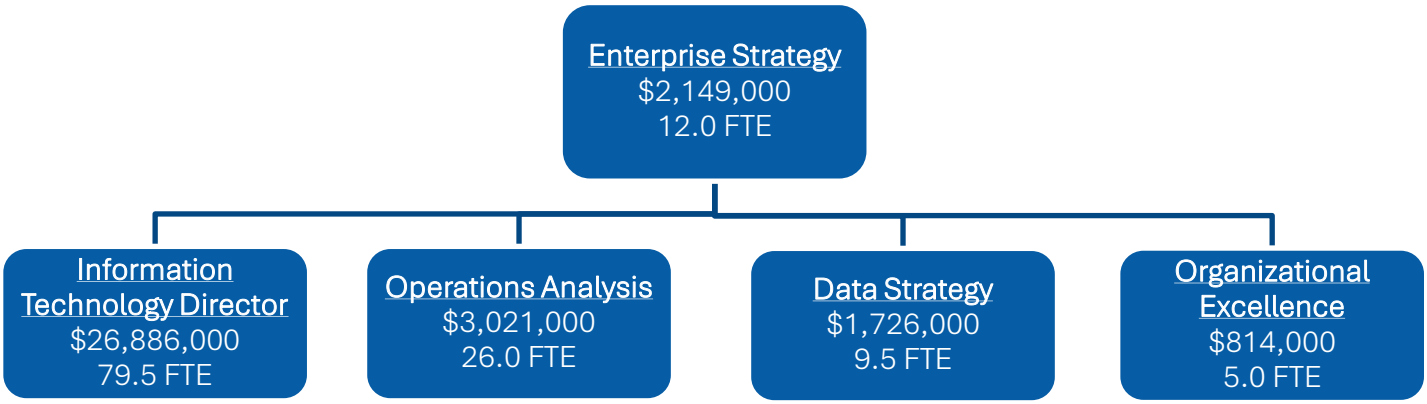
## Communications FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Office of Communications | 19.0 | 19.0 | - |
| **Totals** | **19.0** | **19.0** | **0.0** |

## 2026 Budget Requests

| 2026 Budget Requests | Expenses | FTEs |
|---|---|---|
| **Communications** | **$20,000** | **-** |
| Community memberships adjustments | 20,000 | - |

# Enterprise Strategy




This Office brings together an Enterprise-wide view of UTA's critical systems that drive Agency performance.

UTA Enterprise Strategy office provides the following to make the UTA System work:

- *Information Technology Director:* Provides ongoing support for improvements to applications, data network needs, telephone communication, on-board technologies, radio communication, passenger information, and administrative systems.
- *Operations Analysis (Operations Analysis & Solutions, OAS):* Focuses on two critical areas: Promoting a data-driven culture and improving client experience in using technology tools to meet day to day business needs.
- *Data Strategy:* Evaluates and implements processes (i.e., records management, etc.) and oversees our UTA Policies and Agency standard operating procedures and ensures support of our long-term Agency strategies and goals.
- *Organizational Excellence:* Oversees the design, development, and deployment of UTA's cultural initiatives and organizational development. Implements continuous improvement tools and concepts which support and align with UTA's goals and culture model - the UTA Way.

## 2026 Enterprise Strategy Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Enterprise Strategy | $2,144,000 | $2,149,000 | $5,000 |
| IT Director | 23,482,000 | 26,886,000 | 3,404,000 |
| Ops Analysis | 3,007,000 | 3,021,000 | 14,000 |
| Data Strategy | 1,567,000 | 1,726,000 | 159,000 |
| Organizational Excellence | 1,068,000 | 814,000 | (254,000) |
| **Totals** | **$31,267,000** | **$34,596,000** | **$3,329,000** |

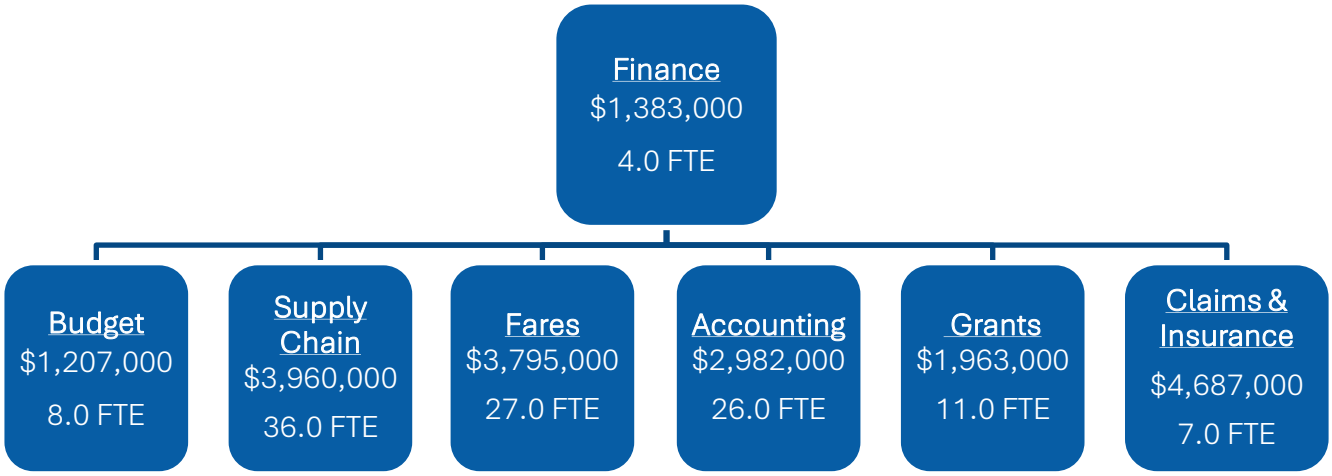
## 2026 Enterprise Strategy Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $12,266,000 | $12,413,000 | 1.2% |
| Fringe | 5,421,000 | 5,606,000 | 3.4% |
| Services | 10,948,000 | 14,163,000 | 29.4% |
| Fuel/Power | 16,000 | 15,000 | -6.3% |
| Utilities | 1,302,000 | 1,353,000 | 3.9% |
| Parts | 23,000 | 23,000 | 0.0% |
| Other O&M | 1,293,000 | 1,411,000 | 9.1% |
| Capitalized Costs | - | (387,000) | 0.0% |
| **Totals** | **$31,267,000** | **$34,596,000** | **10.6%** |

## Enterprise Strategy FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Enterprise Strategy | 12.0 | 12.0 | - |
| IT Director | 79.5 | 79.5 | - |
| Ops Analysis | 24.0 | 26.0 | 2.0 |
| Data Strategy | 9.5 | 9.5 | - |
| Organizational Excellence | 6.0 | 5.0 | (1.0) |
| **Totals** | **131.0** | **132.0** | **1.0** |

# Finance Office




Finance ensures UTA practices efficient, sound financial and resource management practices and oversees financial controls necessary to support the enterprise. Finance plans, allocates, and manages UTA's financial resources, leads financial risk management/mitigation, financial audit management, revenue collection, investments, financial contract relationships, and debt management. Finance also provides financial administrative support to the pension fund.

UTA Finance office provides the following to make the UTA System work:

- *Treasury*. Responsible for investment forecasting, planning, reporting, and analysis.
- *Budget and Financial Strategy*. Responsible for financial analysis, forecasting and planning, budget development, management, and monitoring/reporting on budget execution.
- *Supply Chain*. Supply Chain manages procurement, contracting, inventory, warranty claims, shipping & receiving, central warehouse operations and production control processes in support of TRAX, FrontRunner, and all administrative functions.
- *Fares*. Responsible for fare policy development, fare reporting and analysis, program administration of contract fares and all activities related to public fares including fare revenue collections and operations. Responsible for repairing, maintaining, and keeping all fare collection machines in proper working order and a state of good repair.
- *Accounting*. Manages payroll operations, accounts payable, accounts receivable, and financial reporting. Accounting is also the owner of the Enterprise Resource Planning system (ERP) – the financial system of record for the Agency.
- *Grant Management*. Responsible for grant strategy, acquisition, management, and administration.
- *Risk Management*. Manages risk and exposure for the Agency. The Department manages all UTA claims and insurance programs including property damage, workers compensation, Personal Injury Protection and oversees capital development project insurance programs.

## 2026 Finance Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Accounting | $2,980,000 | $2,982,000 | $2,000 |
| Budget | 854,000 | 1,207,000 | 353,000 |
| Fares | 3,694,000 | 3,795,000 | 101,000 |
| Finance | 1,365,000 | 1,383,000 | 18,000 |
| Grants | 1,913,000 | 1,963,000 | 50,000 |
| Claims & Insurance | 4,265,000 | 4,687,000 | 422,000 |
| Supply Chain | 4,004,000 | 3,960,000 | (44,000) |
| **Totals** | **$19,076,000** | **$19,976,000** | **$900,000** |

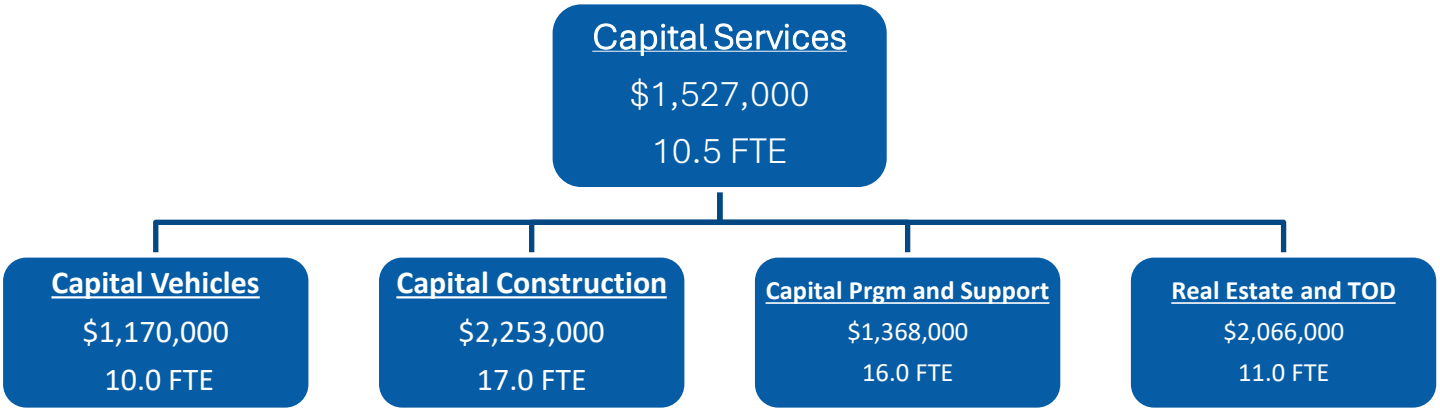
## 2026 Finance Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $9,352,000 | $9,644,000 | 3.1% |
| Fringe | 4,340,000 | 4,690,000 | 8.1% |
| Services | 1,540,000 | 1,571,000 | 2.0% |
| Fuel/Power | 31,000 | 28,000 | -9.7% |
| Utilities | 69,000 | 80,000 | 15.9% |
| Parts | 138,000 | 219,000 | 58.7% |
| Other O&M | 4,494,000 | 4,786,000 | 6.5% |
| Capitalized Costs | (888,000) | (1,042,000) | 17.3% |
| **Totals** | **$19,076,000** | **$19,976,000** | **4.7%** |

## Finance FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Accounting | 26.0 | 26.0 | - |
| Budget | 7.0 | 8.0 | 1.0 |
| Fares | 27.0 | 27.0 | - |
| Finance | 4.0 | 4.0 | - |
| Grants | 11.0 | 11.0 | - |
| Claims & Insurance | 7.0 | 7.0 | - |
| Supply Chain | 35.0 | 36.0 | 1.0 |
| **Totals** | **117.0** | **119.0** | **2.0** |

# Capital Services




This office oversees UTA's capital work focused on safety, state of good repair, regulatory and service expansion needs.

UTA Capital Service Development provides the following to make the UTA System work:

- *Capital Vehicles*. Manages and ensures compliance for the FTA fleet, revenue and support vehicle procurements, overhaul programs and administers the support fleet.
- *Capital Design and Construction*. Responsible for project design, design review, and project construction management.
- *Capital Program and Support*. Provide support for all departments on project controls/reporting, asset management, and environmental issues.
- *Real Estate and Transit Oriented Development*. Facilitates the acquisition, lease, management, disposition, and development of all UTA real property. Responsible for protecting UTA's real estate property portfolio while generating revenue and upholding UTA's principal objectives.

## 2026 Capital Services Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Capital Vehicles | $409,000 | $1,170,000 | $761,000 |
| Design & Construction | 2,253,000 | 2,253,000 | 0 |
| Capital Programming & Support | 2,258,000 | 1,368,000 | (890,000) |
| Capital Services | 1,297,000 | 1,527,000 | 230,000 |
| Real Estate & TOD | 1,967,000 | 2,066,000 | 99,000 |
| **Totals** | **$8,183,000** | **$8,383,000** | **$200,000** |

## 2026 Capital Services Operating Budget: Expenses by Category

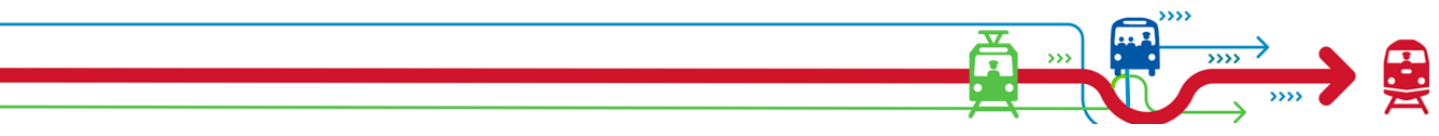
| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $6,650,000 | $6,726,000 | 1.1% |
| Fringe | 3,085,000 | 3,220,000 | 4.4% |
| Services | 1,776,000 | 1,343,000 | -24.4% |
| Fuel/Power | 48,000 | 19,000 | -60.4% |
| Utilities | 97,000 | 117,000 | 20.6% |
| Parts | 1,000 | 5,000 | 400.0% |
| Other O&M | 437,000 | 18,000 | -95.9% |
| Capitalized Costs | (3,910,000) | (3,064,000) | -21.6% |
| **Totals** | **$8,183,000** | **$8,383,000** | **2.4%** |

## Capital Services FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Capital Vehicles | 5.0 | 10.0 | 5.0 |
| Design & Construction | 18.0 | 17.0 | (1.0) |
| Capital Programming & Support | 21.0 | 16.0 | (5.0) |
| Capital Services | 9.0 | 10.5 | 1.5 |
| Real Estate & TOD | 11.0 | 11.0 | - |
| **Totals** | **64.0** | **64.5** | **0.5** |

## 2026 Budget Requests

| 2026 Budget Requests | Expenses | FTEs |
|---|---|---|
| **CAPITAL SERVICES** | **44,000** | **0.5** |
| Part-time Environmental Compliance Admin position for regulatory oversight | 44,000 | 0.5 |



# People Office




The People Office is focused on providing service to our employees through the entire employee life cycle from recruitment to retirement and ensures UTA's employees and leaders have what they need to succeed at accomplishing the Agency's objectives and goals.

UTA People Office provides the following to make the UTA System work:

- *Talent Acquisition*. In partnership with hiring officials, the team analyzes current and future staffing needs and identifies effective strategies for sourcing, recruiting, and onboarding.
- *HR Business Partners*. From daily HR transactions to long-term talent goals, HR and Labor Relations collaborates with employees and leaders to fulfil the people portion of UTA's business strategies, using deliberate talent management and deployment.
- *Total Rewards*. Manages and administers employee programs such as health & wellness, retirement, and leave administration.
- *Talent Development & Workforce Technical Training*. An internal resource to UTA providing technical, professional, regulatory/compliance training and leadership development that support the UTA Way.
- *Civil Rights*. Ensure UTA remains in compliance with all relevant civil rights laws, regulations, standards, and Executive Orders which prohibit discrimination or harassment of employees, applicants, or customers. This office also oversees UTA's ADA & DBE teams.
- *Compensation/Analytics*. Embedded within the People Office are also a Compensation Analyst and Strategic Analyst who focus on using data, best practices, and benchmarking to ensure UTA has competitive and fair pay practices and using data to continuously improve compensation practices and impact across the Agency.

## 2026 People Office Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Chief People Officer | $2,353,000 | $2,120,000 | ($233,000) |
| Talent Acquisition | 1,898,000 | 1,872,000 | (26,000) |
| Talent Development | 1,111,000 | 678,000 | (433,000) |
| HR Business Partner | 991,000 | 1,264,000 | 273,000 |
| Workforce Technical Training | 4,804,000 | 5,444,000 | 640,000 |
| Civil Rights | 608,000 | 586,000 | (22,000) |
| Total Rewards | 2,104,000 | 2,028,000 | (76,000) |
| **Totals** | **$13,868,000** | **$13,994,000** | **$126,000** |

## 2026 People Office Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $7,776,000 | $7,507,000 | -3.5% |
| Fringe | 3,301,000 | 3,573,000 | 8.2% |
| Services | 1,140,000 | 1,041,000 | -8.7% |
| Fuel/Power | 3,000 | 7,000 | 133.3% |
| Utilities | 26,000 | 37,000 | 42.3% |
| Other O&M | 1,622,000 | 1,829,000 | 12.8% |
| **Totals** | **$13,868,000** | **$13,994,000** | **0.9%** |

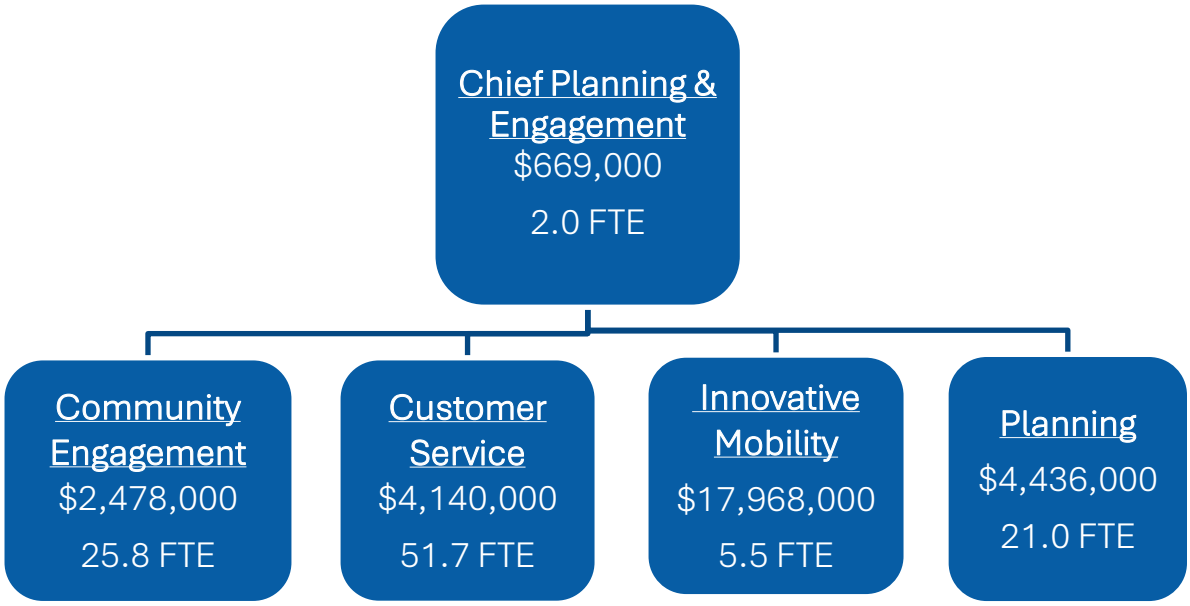
## People FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Chief People Officer | 9.0 | 8.0 | (1.0) |
| Talent Acquisition | 11.0 | 11.0 | - |
| Talent Development | 8.0 | 4.0 | (4.0) |
| HR Business Partner | 7.0 | 9.0 | 2.0 |
| Workforce Technical Training | 56.8 | 59.8 | 3.0 |
| Civil Rights | 4.0 | 4.0 | - |
| Total Rewards | 10.0 | 10.0 | - |
| **Totals** | **105.8** | **105.8** | **-** |

## 2026 Budget Requests

| 2026 Budget Requests | Expenses | FTEs |
|---|---|---|
| **PEOPLE** | **86,000** | **1** |
| Addition of FTE for Drug & Alcohol Specialist position | 86,000 | 1 |

# Planning & Engagement




The Office of Planning & Engagement supports UTA's planning and community engagement efforts focused on customer service, customer experience and providing innovative mobility solutions.

UTA Planning & Engagement provides the following to make the UTA System work:

- *Planning*. The Planning team's role is to ensure that UTA is prepared to meet the needs of the future. This includes working with local governments, regional and state agencies to anticipate future growth and development and find the right transit solutions to meet those needs. This team analyzes and optimizes specific routes, and coordinates with Operations to determine the miles and hours added to each mode during change day.
- *Customer Service*. The Customer Service teams provide information about UTA services, receive and process customer feedback, provide rider information through the Gov Delivery system and social media outlets, sell UTA fare media and handle the lost and found items found on public transit. They are responsible to ensure that customers can maneuver throughout the service areas with confidence in UTA's service districts and service types. They also evaluate UTA's system focused on the impact ease of the customer journey and partners with service units to ensure consistency across the service area, optimizing customer experience.
- *Community Engagement*. This team serves as a trusted resource and a catalyst for effective partnerships with UTA's riders, key stakeholders, and community. Acts as a facilitator/access point for public hearings and community events/activities.
- *Innovative Mobility*. Manages the On Demand program for UTA and identifies opportunities and tests new ideas that can improve transit service.

## 2026 Planning & Engagement Operating Budget: Expenses by Department

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Chief Planning & Engagement | $810,000 | $669,000 | ($141,000) |
| Community Engagement | 2,268,000 | 2,478,000 | 210,000 |
| Customer Service | 3,626,000 | 4,140,000 | 514,000 |
| Innovative Mobility | 16,811,000 | 17,968,000 | 1,157,000 |
| Planning | 3,882,000 | 4,436,000 | 554,000 |
| **Totals** | **$27,397,000** | **$29,691,000** | **$2,294,000** |

## 2026 Planning & Engagement Operating Budget: Expenses by Category

| Category | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Wages | $6,439,000 | $6,728,000 | 4.5% |
| Fringe | 2,923,000 | 3,335,000 | 14.1% |
| Services | 16,793,000 | 18,533,000 | 10.4% |
| Fuel/Power | 493,000 | 548,000 | 11.2% |
| Utilities | 32,000 | 38,000 | 18.8% |
| Parts | 0 | 0 | 0.0% |
| Other O&M | 757,000 | 626,000 | -17.3% |
| Capitalized Costs | (41,000) | (117,000) | 185.4% |
| **Totals** | **$27,397,000** | **$29,691,000** | **8.4%** |

## Planning & Engagement FTE Summary: 2025 Budget and 2026 Budget

| Department | FY 2025 Adj. Budget | FY 2026 Budget | Change |
|---|---|---|---|
| Chief Planning & Engagement | 2.0 | 2.0 | - |
| Community Engagement | 24.8 | 25.8 | 1.0 |
| Customer Service | 46.7 | 51.7 | 5.0 |
| Innovative Mobility | 6.0 | 5.5 | (0.5) |
| Planning | 21.0 | 21.0 | - |
| **Totals** | **100.6** | **106.1** | **5.5** |

## 2026 Budget Request

| 2026 Budget Requests | Expenses | FTEs |
|---|---|---|
| **PLANNING & ENGAGEMENT** | **440,000** | **-** |
| Added matching funds for UDOT funded research. | 40,000 | - |
| Funding to complete the majority of the 2027-2054 Long Range Transit plan | 400,000 | - |

# 2026 Capital Budget and 5-Year Plan

UTA's $1.1 billion 5-Year Capital Plan:

Provides funding for State of Good Repair (SGR) projects aligned with UTA's Transit Asset Management Plan to ensure the continued safe operation of the transit system. Over $791 million of this $1.1 billion investment is targeted to asset management or safety and security. These high priority investments in UTA's existing infrastructure, equipment, and rolling stock ensure that the needed maintenance and replacement are programmed to occur at the optimal time to control costs and keep the system in a state of good repair.

Provides funding for expansion projects that are consistent with the regional long-range plan and UTA's future service needs. UTA is continually looking to invest, upgrade, and modernize the system including providing improved bus stops and end-of-line additions. It also invests in UTA's facility infrastructure including the Mount Ogden Administration building expansion, Jordan River building remodel, and the new Maintenance Training facility across the street from UTA's Jordan River Rail Service Center. The Bipartisan Infrastructure Law passed in 2021 significantly increased federal transportation and transit funding. UTA has been active and has several large grants currently pending with FTA and plans to submit others as the Notice of Funding Opportunities (NOFO) are published. The plan also includes $119.1 million in secured funding from State and local partners and $436.1 million in UTA funding and leases to demonstrate UTA's commitment and financial capacity to deliver these projects and enhance UTA's applications. The UTA funds will be reallocated and repurposed if the grant funds are not secured. UTA funds pooled with Federal, State, and Local partner funds are used to maximize resources and capacity.

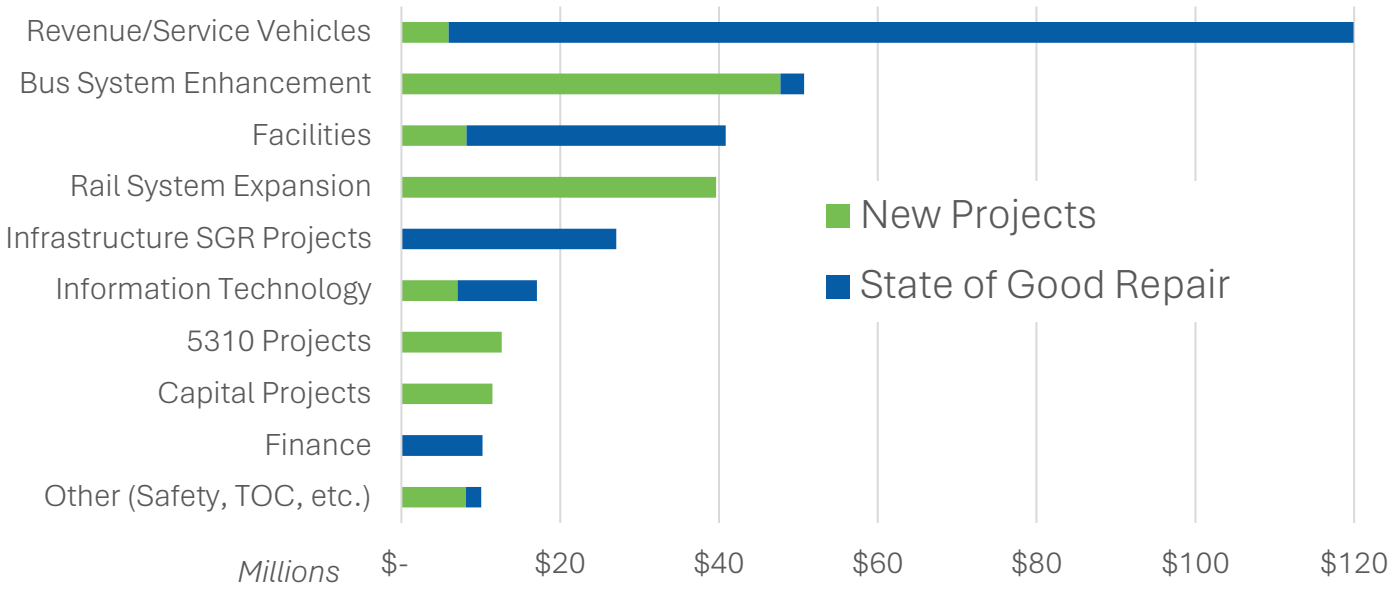
Additionally, this capital plan funds major capacity improvement projects including the Midvalley Connector bus rapid transit project, the Westside Express project, and others. This budget also provides funding for studies and seed money for projects across the system. The 5-Year Capital Plan is fiscally constrained and focused on project delivery. The plan emphasizes the delivery of capital projects and will focus on updating and standardizing processes and procedures to maximize available capital funds over the forecasted 5-year period. Regular reporting on schedule and budget will be done to ensure consistent project delivery, transparency, and accountability.

The following tables are based on the 5-Year Capital Plan prepared by the Capital Program and Support team within the Capital Services Office. The capital revenue in this section is listed on an accrual basis such that projects balance in each year of work. Note that the capital revenues listed in financials reconciling at the organization-wide level (including opening and closing cash balances) are listed on a cash-basis. This may result in some discrepancies for state funds received in the years prior to their actual usage.

# 2026 Capital Budget

## Summary by Reporting Group & Funding Source

| Category | 2026 Total Budget | 2026 Grants | 2026 State & Local | 2026 UTA & Lease | 2026 Bonds |
|---|---|---|---|---|---|
| Revenue/Service Vehicles | $119,950,000 | $23,715,000 | $0 | $52,224,000 | $44,011,000 |
| Bus System Enhancement | 50,741,000 | 27,377,000 | 17,007,000 | 6,357,000 | - |
| Facilities | 40,846,000 | 17,442,000 | - | 20,130,000 | 3,274,000 |
| Rail System Expansion | 39,642,000 | - | 35,886,000 | 3,756,000 | - |
| Infrastructure SGR Projects | 27,082,000 | 20,330,000 | 300,000 | 6,452,000 | - |
| Information Technology | 17,086,000 | 4,160,000 | - | 12,926,000 | - |
| 5310 Projects | 12,372,000 | 8,422,000 | 3,826,000 | 124,000 | - |
| Capital Projects | 11,481,000 | - | 231,000 | 11,250,000 | - |
| Finance | 10,209,000 | 8,167,000 | - | 2,042,000 | - |
| Safety and Security | 3,103,000 | 1,250,000 | - | 1,853,000 | - |
| Property/TOC | 3,025,000 | 840,000 | 1,900,000 | 285,000 | - |
| Charging Infrastructure | 2,365,000 | - | - | 2,365,000 | - |
| Planning | 1,311,000 | - | - | 1,311,000 | - |
| **Grand Total** | $339,213,000 | $111,703,000 | $59,150,000 | $121,075,000 | $47,285,000 |



# 2026 State of Good Repair Summary

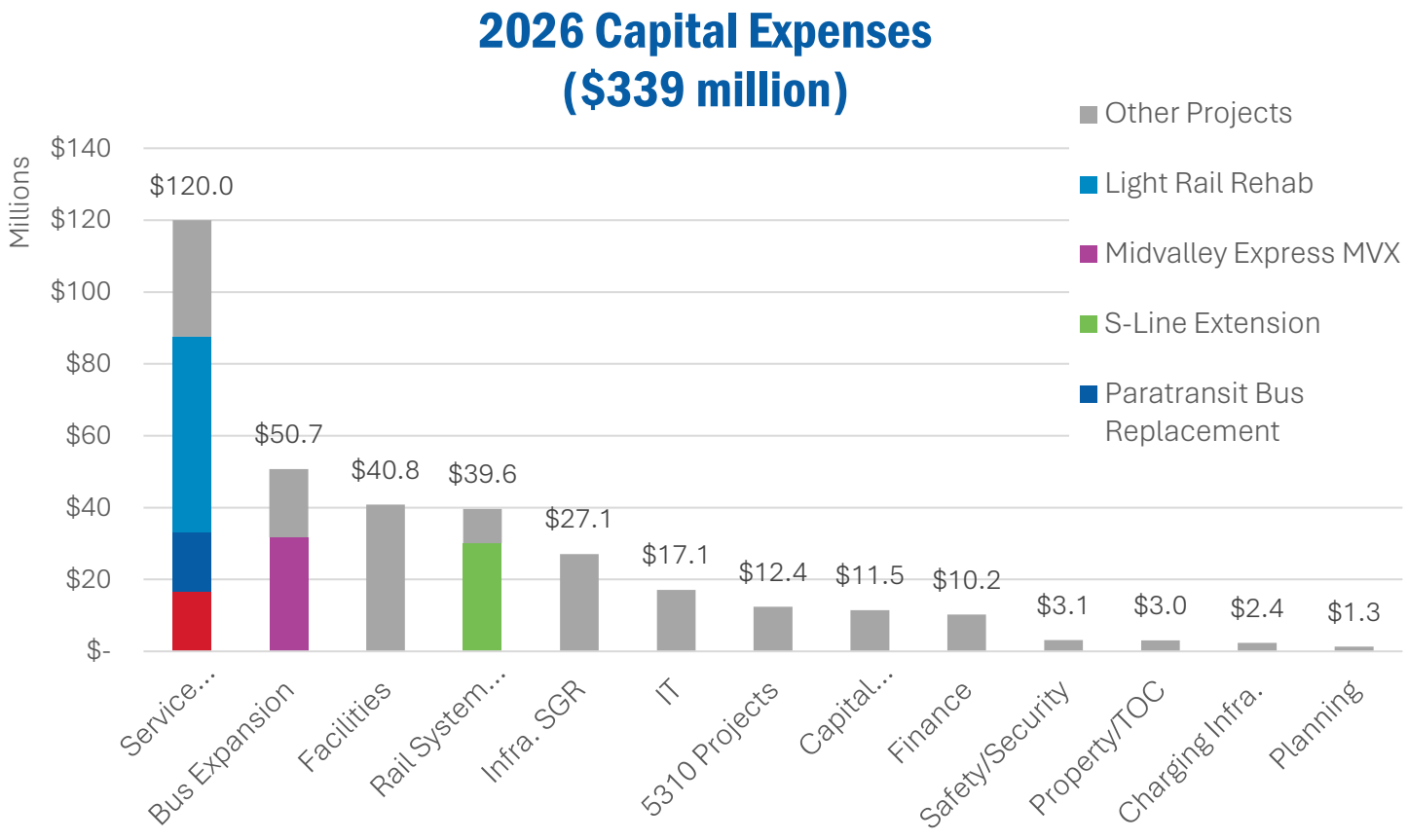
| Highlighted Projects ($ Thousands) | 2026 Total Budget | 2026 Grants | 2026 State & Local | 2026 UTA & Lease | 2026 Bonds |
|---|---|---|---|---|---|
| **Revenue/Service Vehicles** | **$ 114,017** | **$ 23,715** | **$ -** | **$ 46,291** | **$ 44,011** |
| Light Rail Vehicle Replacement | 54,322 | 10,311 | - | - | 44,011 |
| Paratransit Bus Replacement | 16,634 | - | - | 16,634 | - |
| Replace Non-Rev Support Vehicles | 16,580 | - | - | 16,580 | - |
| Light Rail Vehicle Overhaul Program | 10,500 | 8,400 | - | 2,100 | - |
| Commuter Rail Vehicle Rehab | 3,000 | 2,400 | - | 600 | - |
| Other Revenue/Service Vehicles | 12,981 | 2,604 | - | 10,377 | - |
| **Infrastructure SGR Projects** | **$ 27,082** | **$ 20,330** | **$ 300** | **$ 6,452** | **$ -** |
| Train Control Rehab & Replacement | 6,500 | 5,200 | - | 1,300 | - |
| Rail Replacement Program | 6,250 | 5,000 | - | 1,250 | - |
| Overhead Catenary System Rehab and Replacement | 4,462 | 3,570 | - | 892 | - |
| Rail Switches & Trackwork Controls Rehab/Replacement | 2,500 | 2,000 | - | 500 | - |
| Grade Crossing Replacement Program | 2,000 | 1,600 | - | 400 | - |
| Other Infrastructure SGR Projects | 5,370 | 2,960 | 300 | 2,110 | - |
| **Facilities** | **$ 32,664** | **$ 14,251** | **$ -** | **$ 15,139** | **$ 3,274** |
| Mt Ogden Administration Building | 11,062 | 7,788 | - | - | 3,274 |
| New Maintenance Training Facility | 7,250 | - | - | 7,250 | - |
| Ogden Fueling System Replacement | 2,010 | 1,540 | - | 470 | - |
| Facilities Equipment Replacement | 2,000 | 1,600 | - | 400 | - |
| UTA Operator Restrooms | 1,555 | - | - | 1,555 | - |
| Other Facilities | 8,787 | 3,323 | - | 5,464 | - |
| **Information Technology** | **$ 10,000** | **$ 4,160** | **$ -** | **$ 5,840** | **$ -** |
| Radio Communication System | 5,200 | 4,160 | - | 1,040 | - |
| Rail Car Automatic Passenger Counter Replacement | 1,750 | - | - | 1,750 | - |
| Network Infrastructure Equipment & Software | 1,200 | - | - | 1,200 | - |
| Electronic Communication Rehab/Replacement | 700 | - | - | 700 | - |
| Server, Storage Infrastructure Equipment & Software | 500 | - | - | 500 | - |
| Other Information Technology | 650 | - | - | 650 | - |
| **Other** | **$ 15,137** | **$ 9,197** | **$ -** | **$ 5,940** | **$ -** |
| Fares Systems Replacement Program | 10,209 | 8,167 | - | 2,042 | - |
| Bus Stop Enhancements for ADA-compliance | 2,590 | - | - | 2,590 | - |
| Police Vehicle Replacement/Expansion | 1,138 | 910 | - | 228 | - |
| *Other SGR projects* | 1,200 | 120 | - | 1,080 | - |
| **Grand Total** | **$ 198,900** | **$71,653** | **$ 300** | **$ 79,662** | **$47,285** |

## 2026 Major Project Summary

Non-SGR projects with the top 10 highest 2026 budgets:

| Highlighted Projects | 2026 Total Budget | 2026 Grants | 2026 State & Local | 2026 UTA & Lease |
|---|---|---|---|---|
| MVX BRT | $ 31,715,000 | $ 21,292,000 | $ 10,423,000 | $ - |
| S-Line Extension | 30,086,000 | - | 26,330,000 | 3,756,000 |
| FrontRunner 2X | 6,856,000 | - | 6,856,000 | - |
| EAM/WM/RISC (Trapeze) | 5,356,000 | - | - | 5,356,000 |
| HB322 Future Rail Car Purchase Payment | 5,000,000 | - | - | 5,000,000 |
| Capital Contingency | 5,000,000 | - | - | 5,000,000 |
| (Grant Dependent) Davis-SLC Community Connector | 5,000,000 | 464,000 | 4,465,000 | 71,000 |
| Program Management Support | 4,000,000 | - | - | 4,000,000 |
| OGX BRT | 3,500,000 | 3,255,000 | - | 245,000 |
| Coordinated Mobility 5310 Grant- All Areas FFY 2026 | 3,360,000 | 2,179,000 | 1,181,000 | - |
| **Grand Total** | **$ 99,873,000** | **$ 27,190,000** | **$ 49,255,000** | **$ 23,428,000** |

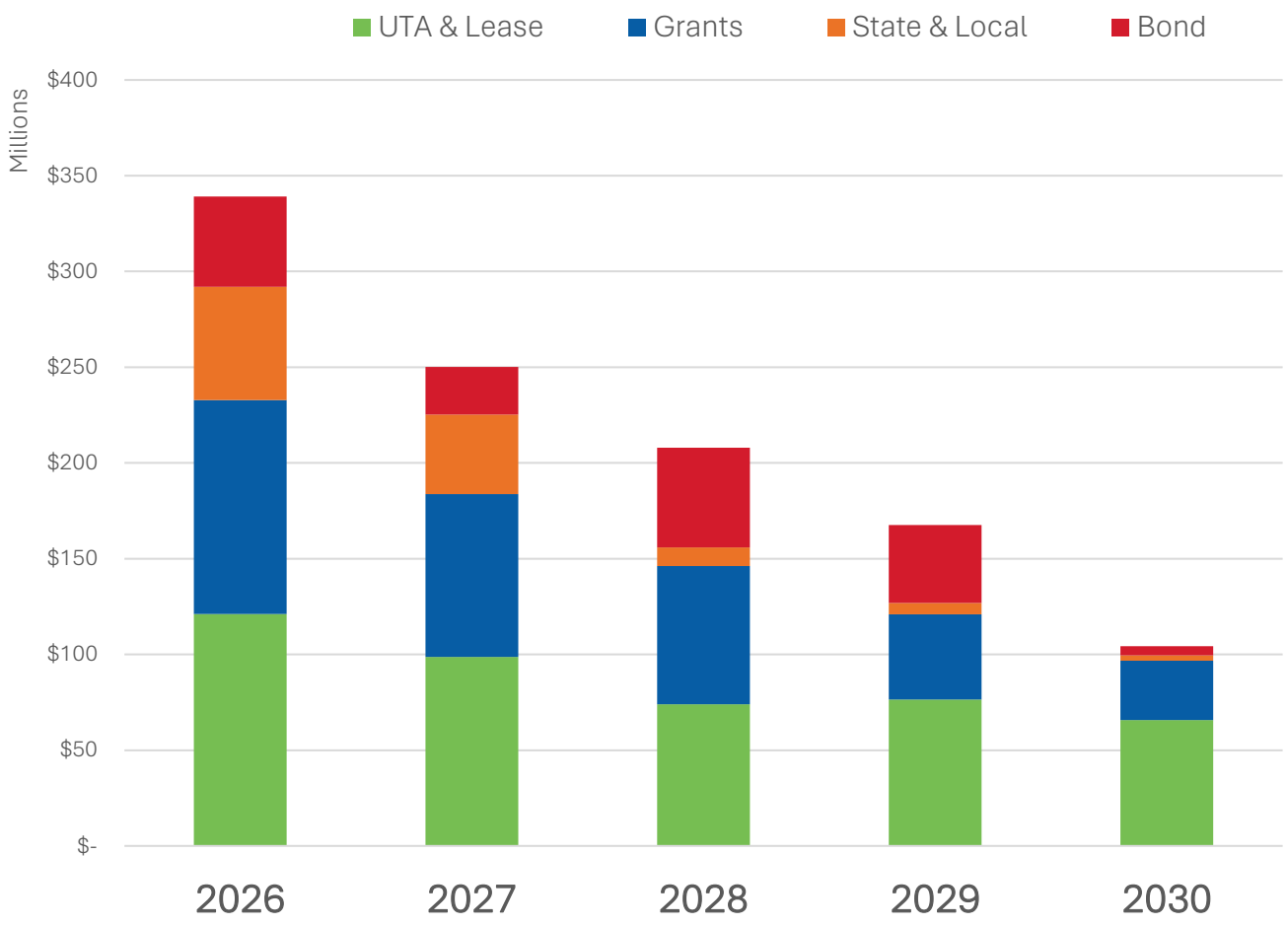
No Bonding for major non-SGR projects in 2026.



# 5-Year Plan: 2026-2030

| Year | Total Budget | Grants | State & Local | UTA & Lease | Bonds |
|---|---|---|---|---|---|
| 2026 | $ 339,213,000 | $ 111,703,000 | $ 59,150,000 | $ 121,075,000 | $ 47,285,000 |
| 2027 | 250,224,000 | 85,090,000 | 41,536,000 | 98,683,000 | 24,915,000 |
| 2028 | 207,932,000 | 72,102,000 | 9,651,000 | 74,062,000 | 52,117,000 |
| 2029 | 167,506,000 | 44,456,000 | 5,888,000 | 76,465,000 | 40,697,000 |
| 2030 | 104,254,000 | 30,911,000 | 2,872,000 | 65,781,000 | 4,690,000 |
| **Grant Total** | **$ 1,069,129,000** | **$ 344,262,000** | **$ 119,097,000** | **$ 436,066,000** | **$ 169,704,000** |

## Capital Sources



## Capital Sources & Uses

| Sources | 2026 | 2027 | 2028 | 2029 | 2030 | Total | % |
|---|---|---|---|---|---|---|---|
| UTA Local | $84,361 | $58,127 | $48,534 | $46,825 | $39,420 | $277,267 | 26% |
| Grants | 111,703 | 85,090 | 72,102 | 44,456 | 30,911 | 344,262 | 32% |
| Lease | 36,714 | 40,556 | 25,528 | 29,640 | 26,361 | 158,799 | 15% |
| Bond | 47,285 | 24,915 | 52,117 | 40,697 | 4,690 | 169,704 | 16% |
| State | 45,672 | 32,236 | 6,618 | 4,367 | 2,851 | 91,744 | 9% |
| Local Partner | 13,478 | 9,300 | 3,033 | 1,521 | 21 | 27,353 | 3% |
| **TOTAL (in $USD Thousands)** | **$339,213** | **$250,224** | **$207,932** | **$167,506** | **$104,254** | **$1,069,129** | **100%** |

| Uses | 2026 | 2027 | 2028 | 2029 | 2030 | Total | % |
|---|---|---|---|---|---|---|---|
| LR Vehicle Replacement | $54,322 | $18,830 | $68,153 | $40,697 | $4,690 | $186,692 | 17% |
| Replacement Buses | 16,580 | 24,857 | 13,888 | 25,640 | 22,861 | 103,826 | 10% |
| Commuter Rail Rehab/Replace | 3,000 | 8,500 | 20,000 | 15,000 | 15,000 | 61,500 | 6% |
| Midvalley Connector | 31,715 | 3,681 | - | - | - | 35,396 | 3% |
| Paratransit Replacements | 16,634 | 9,002 | 8,140 | - | - | 33,776 | 3% |
| Revenue/Service Vehicles | 29,414 | 45,723 | 20,142 | 19,712 | 14,145 | 129,136 | 12% |
| Bus System Enhancement | 19,026 | 46,674 | 8,780 | 3,000 | 1,932 | 79,412 | 7% |
| Facilities | 40,846 | 36,285 | 14,124 | 7,640 | 6,098 | 104,993 | 10% |
| Rail System Expansion | 39,642 | 10,141 | 3,093 | 3,393 | 400 | 56,669 | 5% |
| Infrastructure SGR Projects | 27,082 | 23,392 | 27,455 | 29,610 | 17,890 | 125,429 | 12% |
| Information Technology | 17,086 | 2,590 | 3,470 | 2,910 | 3,185 | 29,241 | 3% |
| 5310 Projects | 12,372 | 395 | 405 | 415 | 370 | 13,957 | 1% |
| Capital Projects | 11,481 | 9,500 | 9,500 | 9,430 | 11,332 | 51,243 | 5% |
| Finance | 10,209 | - | - | - | - | 10,209 | 1% |
| Safety and Security | 3,103 | 7,290 | 8,007 | 7,837 | 5,170 | 31,407 | 3% |
| Property/TOC | 3,025 | 2,200 | 1,700 | 1,200 | - | 8,125 | 1% |
| Charging Infrastructure | 2,365 | 100 | - | 22 | 181 | 2,668 | 0% |
| Planning | 1,311 | 1,064 | 1,075 | 1,000 | 1,000 | 5,450 | 1% |
| **TOTAL (in $USD Thousands)** | **$339,213** | **$250,224** | **$207,932** | **$167,506** | **$104,254** | **$1,069,129** | **100%** |

# Capital Budget Acronyms & Terms

- APC: Automatic Passenger Counter
- CR: Commuter Rail
- LR: Light Rail
- OCS: Overhead Catenary System
- SGR: State of Good Repair
- TOC: Transit Oriented Communities
- TPSS: Traction Power Substation
- 5310: Projects focused on community development of specialized transportation using pass-through 5310 grant funds

# Major Capital Projects

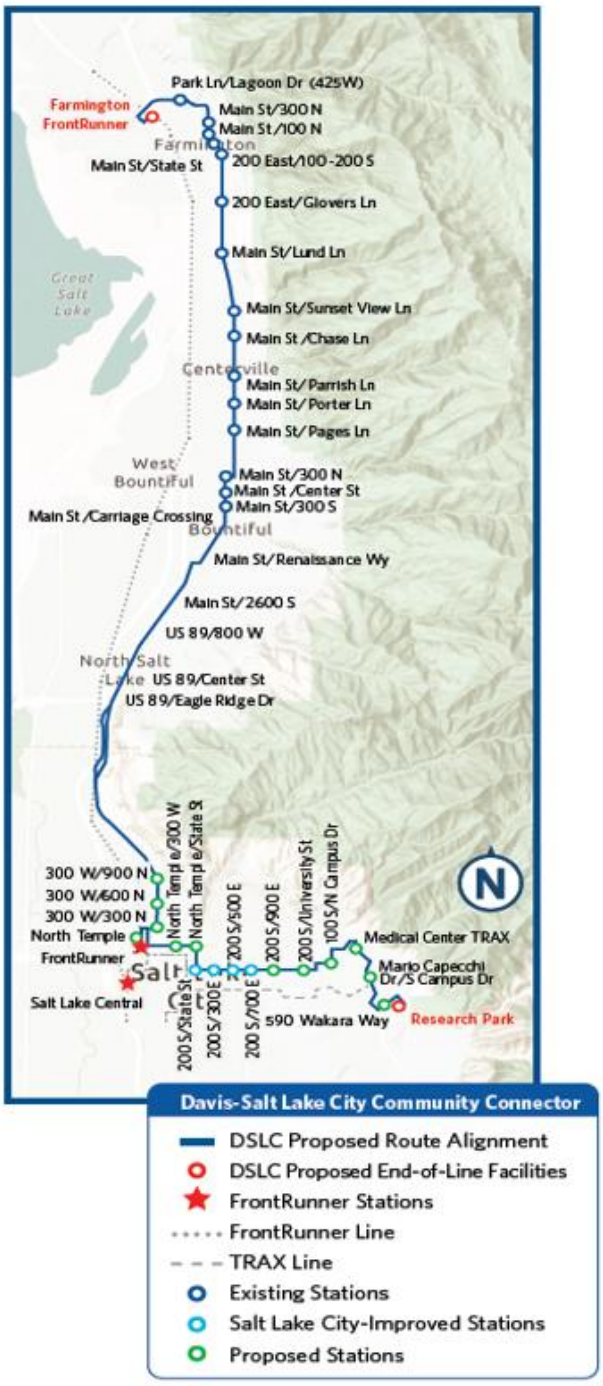
## MSP202: Davis-Salt Lake City Community Connector

**UTA proposes to implement a 26-mile bus rapid transit project to connect communities in southern Davis County to northern Salt Lake County.**

The new route will include 18 stations, transit signal priority, an end-of-line facility with electric bus charging infrastructure and operator amenities, and 18 battery electric buses. Building on the success of Routes 455 and 470, the Davis-Salt Lake City Community Connector will revitalize neighborhoods through better access to employment, entertainment, and recreation hubs. This project improves mobility within the corridor, aligning with broader transportation plans for the area.

### GOALS

- **Provide mobility to under-served markets** and increase ridership to meet projected growth needs
- **Improve speed, reliability, and bus frequency**
- **Revitalize neighborhoods** along the corridor and improve air quality




### SCHEDULE

| | |
|---|---|
| Environmental and Preliminary Design Complete, FTA Small Starts Grant Submitted | 2025 |
| Construction | 2026-2028 |
| Route in Service | 2029 |

### 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | FY30 | TOTAL |
|---|---|---|---|---|---|---|
| MSP202 Davis-SLC Connector | $5M | $21.6M | $4.9M | $1.4M | $94K | $33M |

# MSP252: FrontRunner 2X

## UTA and UDOT are expanding commuter rail service along the Wasatch Front to increase capacity and meet the growing transit demands.

This project will implement double tracking in 11 strategic locations, add one new station, realign track in one location, and add 10 new train sets along the FrontRunner line. These upgrades will cut wait times in half, and by 2050, travel times for FrontRunner are expected to outperform I-15 travel times. FrontRunner 2X is one of many projects in UTA's 10-Year Capital Plan to expand public transportation throughout its service area.

### GOALS

- **Increase frequency** of service to every 15 minutes during peak hours and 30 minutes during non-peak hours
- **Enhance reliability** through greater train frequency
- **Improve mobility** by providing more transit options, reducing vehicle congestion

Project is managed by UDOT with support by UTA

**frontrunner2x.utah.gov**

### SCHEDULE

| | |
|---|---|
| Environmental Study, Design Selection, & Start of Preconstruction | 2023-2024 |
| Design, Preconstruction, Procurement, & Grant Approval | 2025-2026 |
| Construction, Manufacturing, & Delivery | 2026-2029 |
| Operation with 15-Minute Peak Service | 2030 |

### 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | FY30 | TOTAL |
|---|---|---|---|---|---|---|
| MSP252 FrontRunner 2X* | $6.9M | $8.2M | $2.7M | $2.7M | - | $20.4M |

*Total may not add up precisely due to rounding.



# BUS STOP PROGRAM

**As part of UTA Capital Plan's Customer Experience projects, UTA is beginning work to implement bus stop improvements at select stops across our service area.**

The purpose of these improvements is to make stops accessible to all riders, including people with limited mobility. Enhancements will vary by location but typically include replacement of sidewalk panels and new concrete pads with the addition of shelters, benches, trash cans, bike racks, and lighting. Through bus stop improvements, UTA is investing in improving the riding experience systemwide, aligning with its Five-Year Service Plan.

## GOALS

- **Improve accessibility** for people with disabilities using public transit
- **Provide optimal access** to destinations and neighborhoods along the bus routes
- **Optimize travel time** on the route by preventing excessive stopping




## SCHEDULE

| | |
|---|---|
| 59 Bus Stops Constructed | 2024 |
| 31 to Be Constructed (NP002), 43 to Be Constructed (SGR407) | 2025 |
| 60 to Be Constructed (MSP301) | 2026 |

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | FY30 | TOTAL |
|---|---|---|---|---|---|---|
| MSP301 Federal Bus Stops 5339 | $2.4M | - | - | - | - | **$2.4M** |
| MSP324 Bus Stop Amenities | $400K | $1.6M | $410K | $10K | $10K | **$2.4M** |
| SGR407 Bus Stop Enhancements* | $2.6M | $3.2M | $1.6M | $1.6M | $1.8M | **$10.7M** |

*Totals may not add up precisely due to rounding.

# MSP253: Midvalley Connector (MVX)

**UTA is developing the Midvalley Express (MVX), a bus rapid transit (BRT) route that will enhance east-west connection across communities in Murray, Taylorsville, and West Valley City.**

The route is currently under construction and will be the third BRT route in UTA's system. The route will feature a designated bus lane on 4500/4700 South from Atherton Drive to Redwood Road, new sheltered bus stops, a fleet of 10 new electric buses, and 15-minute service. MVX will improve transit accessibility and frequency, connecting riders to their local destinations.

## GOALS

- **Provide efficient and frequent transit** to destinations between Murray Central Station and West Valley Central Station
- **Strengthen local communities** by connecting riders to regional destinations and improving air quality
- **Satisfy transit demands** with rising populations and Salt Lake Community College student enrollment




## SCHEDULE

| | |
|---|---|
| Construction Starts | Spring 2024 |
| Construction Ends | Fall 2026 |
| Route in Service | 2027 |

Project is managed by UDOT with support by UTA
**rideuta.com/Current-Projects**

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | TOTAL |
|---|---|---|---|---|---|
| MSP253 Midvalley Connector | $31.7M | $3.7M | - | - | $35.4M |

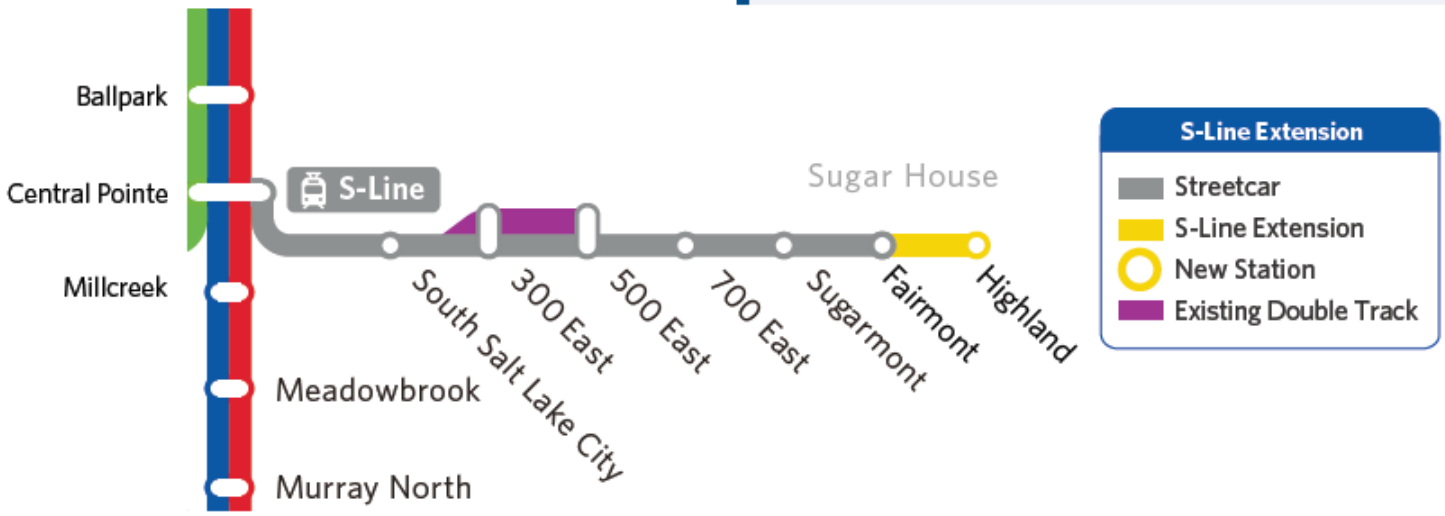
# MSP259: S-Line Extension

**UTA, in collaboration with Salt Lake City and UDOT, is extending the S-Line from the end of the line at Fairmont Station to the heart of the Sugar House business district at Highland Drive.**

This project will also add double tracking to the S-Line to help maintain reliability and operational performance. Service is expected to begin summer 2026.

## GOALS

- **Support economic development** and serve the growing population
- **Enhance reliable transportation** to the Sugar House business district
- **Provide an alternative to vehicle traffic**
- **Improve connection to Sugar House**




## SCHEDULE

| | |
|---|---|
| Final Design of Extension | Spring 2025 |
| Construction | Summer 2025 to Spring 2026 |
| Service Begins | Summer 2026 |

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | TOTAL |
|---|---|---|---|
| MSP259 S-Line Extension | $30.1M | $1.3M | **$31.4M** |

Project is in collaboration with Salt Lake City and UDOT

**rideuta.com/Current-Projects**

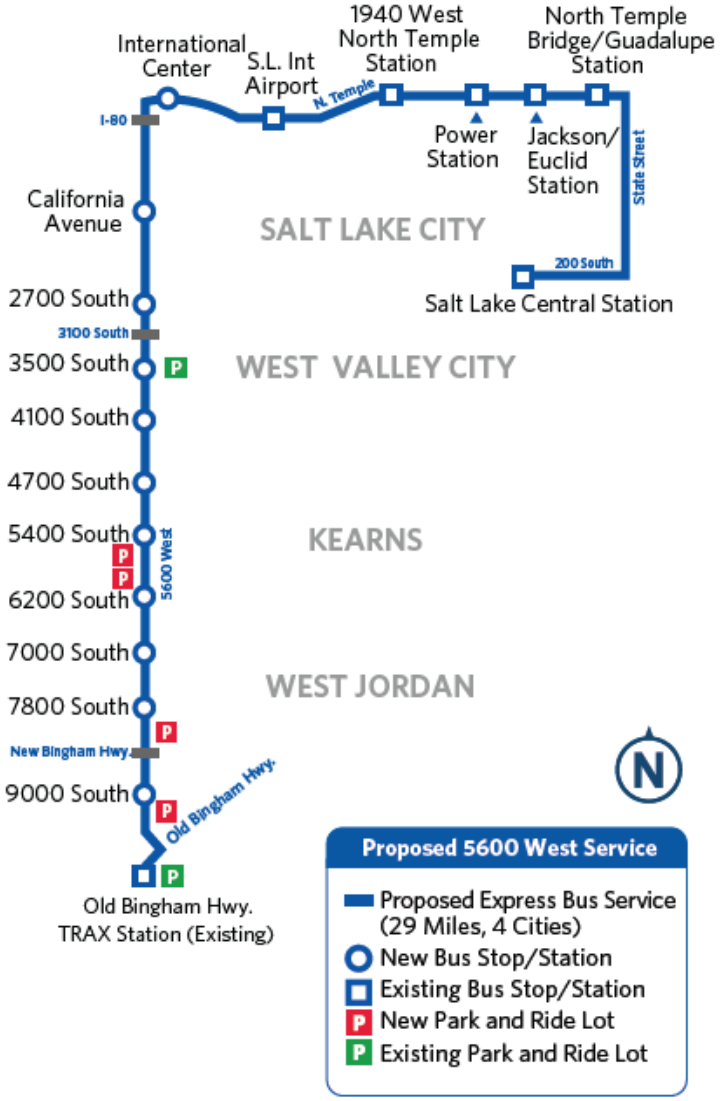
# MSP260: 5600 West Bus Route

**UTA, in partnership with UDOT, has initiated an expansion of bus service in the west side of Salt Lake County, covering the cities of Salt Lake, West Valley, West Jordan, and Kearns.**

The state population is projected to double by 2050, with current and future growth occurring on the west side of the county. This project is the selected transit alternative for UDOT's Mountain View Corridor project and has been identified in the UTA Five-Year Service Plan to address the future growth of west Salt Lake County.

## GOALS

- **Increase UTA services** for the growing population of west Salt Lake County
- **Improve regional mobility** by reducing roadway congestion and supporting increased transit availability
- **Connect west Salt Lake County** with more access to major employment centers




## SCHEDULE

| | |
|---|---|
| Environmental/Preliminary Design | Fall 2023-Spring 2024 |
| Final Design | Fall 2024-Fall 2025 |
| Construction | Winter 2026-Fall 2027 |
| Revenue Service – Scheduled Completion | Spring 2028 |

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | TOTAL |
|---|---|---|---|---|
| MSP260 5600 West Bus Route | $3.2M | $17M | $1.5M | **$21.7M** |

Project is managed by UDOT with support by UTA

**rideuta.com/Current-Projects**

# BUS PROCUREMENT AND REPLACEMENT PROGRAM

**UTA is undertaking a comprehensive, ongoing initiative to modernize its public transit fleet, including both standard buses and on-demand paratransit vehicles.**

Each year, a set number of aging buses are retired and replaced with newer, more efficient models to ensure that transit services remain reliable, safe, environmentally responsible, and comfortable for passengers. As part of this broader effort, the Paratransit Vehicle Replacement Project focuses on enhancing accessibility and the rider experience for individuals who rely on specialized transit services. This project introduces modern, low-floor paratransit vehicles that eliminate the need for traditional lifts, making boarding faster, safer, and more convenient for passengers with mobility challenges.

## GOALS

- **Reinforce UTA's commitment** to providing inclusive and accessible transportation for all riders
- **Modernize vehicles**, reducing maintenance costs, improving fuel efficiency, and increasing safety
- **Transition to low-floor vehicles** to improve accessibility and convenience for riders
- **Incorporate emissions control technologies** to reduce the environmental impacts of UTA vehicles



*Model 1 ABROC vehicle*




*New Gillig 40' Battery-Electric Bus*

## SCHEDULE

| | |
|---|---|
| **Paratransit Replacements** | **2026** |
| **Bus Procurement and Replacement** | **On-going Initiative** |

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | FY30 | TOTAL |
|---|---|---|---|---|---|---|
| REV209 Paratransit Replacements* | $16.6M | $9M | $8.1M | - | - | **$33.8M** |
| REV211 Replacement Buses* | $16.6M | $24.9M | $13.9M | $25.6M | $22.9M | **$103.8M** |

**Totals may not add up precisely due to rounding.*

# REV238: Light Rail Vehicle Replacement

**UTA's TRAX system has operated Siemens SD100 and SD160 light rail vehicles (LRV) since 1999 and 2001, respectively, but is now overhauling and replacing them with new Stadler CITYLINK light rail trainsets.**

The SD100 and SD160 LRVs had high floors, requiring passengers to climb steep steps or use long switchback wheelchair ramps in order to enter. The new vehicles feature low-floor boarding, while also being compatible with existing track and station infrastructure. By eliminating the need for steps and ramps, the new LRVs make boarding safer, faster, and more inclusive. These efforts help advance UTA's goals of comfort, reliability, and accessibility for all passengers.

## GOALS

- **Improve accessibility** by eliminating high block loading platforms, enabling operation of new/existing fleet
- **Ensure safety** of TRAX passengers by replacing critical vehicle components
- **Provide a comfortable and reliable experience for all riders**



## SCHEDULE

| | |
|---|---|
| Production | 2025-2026 |
| LRV Delivery - Scheduled Completion | 2027 |
| Revenue Service - Scheduled Completion | 2028 |

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | FY30 | TOTAL |
|---|---|---|---|---|---|---|
| REV238 SD100/SD160 Light Rail Vehicle Replacement | $54.3M | $18.8M | $68.2M | $40.7M | $4.7M | **$186.7M** |

# SGR391: Commuter Rail Vehicle Rehab and Replacement

**In order to support the transit needs of rapidly expanding communities along the Wasatch Front, UTA is overhauling its FrontRunner commuter rail vehicles.**

This project will overhaul the interior and mechanical components of UTA's 38 bi-level passenger cars and 18 locomotives, upgrading aging parts with improved components. The overhauled trains will ensure passenger comfort, accessibility, reliability, and safety

## GOALS

- **Reduce train maintenance and fuel costs** by replacing aging vehicles with modern alternatives
- **Improve reliability** through avoiding maintenance-related delays
- **Enhance passenger comfort** with new interior train designs





## SCHEDULE

| | |
|---|---|
| Train Procurement | 2025-2026 |
| Manufacturing, Delivery, and Testing | 2026-2029 |
| Operations Begin | 2030 |

Project is managed by UDOT with support by UTA

**frontrunner2x.utah.gov**

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | FY30 | TOTAL |
|---|---|---|---|---|---|---|
| SGR391 Commuter Rail Vehicle Rehab and Replacement | $3M | $8.5M | $20M | $15M | $15M | **$61.5M** |

# ICI222: Fare System Replacement

**UTA Fares Systems Replacement Program aims to simplify payment for all riders by updating existing hardware used to validate transit fares.**

This project will also streamline and integrate all independent fare systems into one intuitive and innovative platform. Ticket vending machines are already installed, while ticket validators will be operational by the end of 2025, and planning for future features, such as open payment and mobile fare options, is currently in early stages.

## GOALS

- **Retire old, less efficient ticketing systems**
- **Take advantage of new technology** by updating UTA ticketing
- **Simplify fare payment** for all riders






## SCHEDULE

| | |
|---|---|
| Replace all Ticket Vending Machines | August-November 2024 (Complete) |
| Replace the Validators on Buses and at Rail Stations | Fall 2024-July 2025 |
| Replace the Multi-Platform Systems with one Integrated Fare Payment Platform | Fall 2024-December 2025 |
| Complete all the System Integration Activities leading to Final System Acceptance | Early 2025-July 2025 |

## 5-YEAR CAPITAL COST

| PROJECT | FY26 | FY27 | FY28 | FY29 | FY30 | TOTAL |
|---|---|---|---|---|---|---|
| ICI222 Fares Systems Replacement Program | $10.2M | - | - | - | - | **$10.2M** |

# Measuring the State of Good Repair (SGR)

On July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP21) amended Federal transit law to require the Federal Transit Administration (FTA) to develop a rule establishing a national Transit Asset Management (TAM) System. FTA has defined transit asset management as a strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively through their entire life cycle.

Published in July 2016, the rule:

- Defines "State of Good Repair"
- Requires grantees to develop a Transit Asset Management (TAM) plan
- Establishes standard state of good repair performance measures
- Requires grantees to set state of good repair performance targets based on those measures
- Establishes annual reports requirements to the National Transit Database (NTD)
- Requires FTA to provide technical assistance

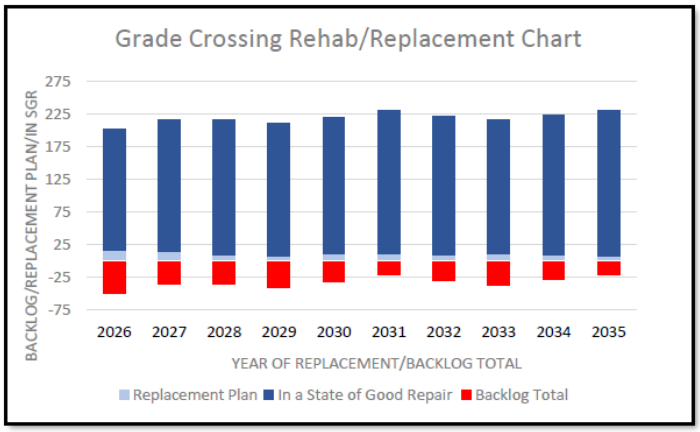
More specifically, the rule requires FTA grantees to develop asset management plans for their public transportation assets that should include vehicles, facilities, equipment, and support infrastructure.

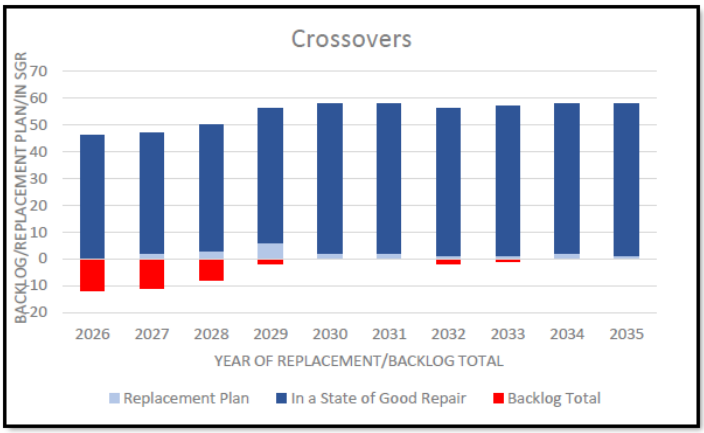
UTA staff participated in the development of TAM and contributed to the Transit Asset Management Systems Handbook[2]. Using the guiding principles and TAM framework, UTA implemented an integrated program of preventive maintenance, capital repairs, and asset replacement to achieve the lowest life cycle costs and keep the system in a state of good repair.

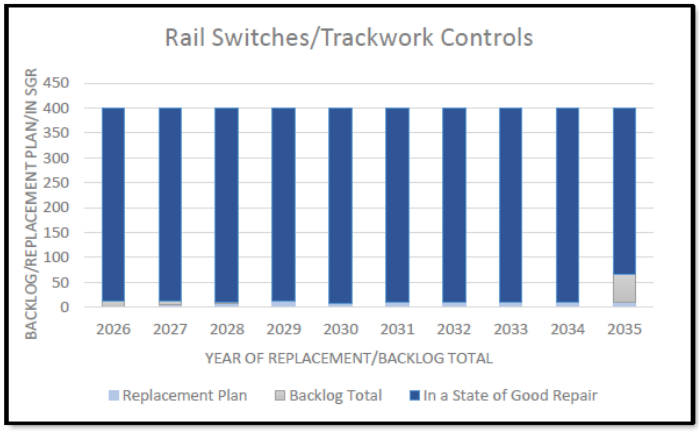
The metrics on the following pages provide information about the number of assets in each asset class, assets operating within their useful life by year, the annual workplan, and the effect of the annual workplan on the number of assets operating in a state of good repair.

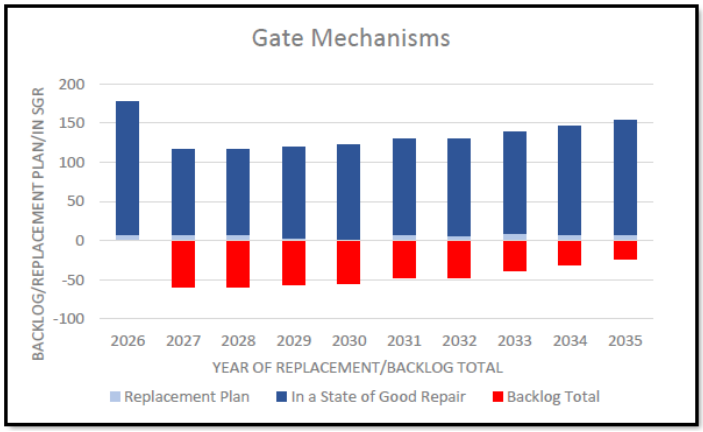
[2] Transit Asset Management Systems Handbook: Focusing on the Management of Our Transit Investments (dot.gov)

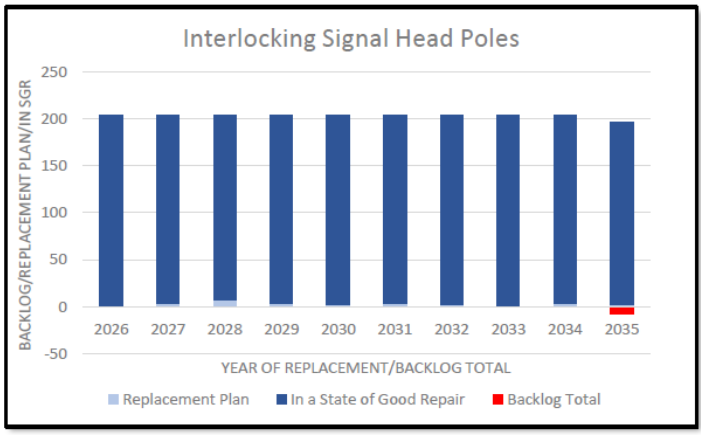
# Track and Structures

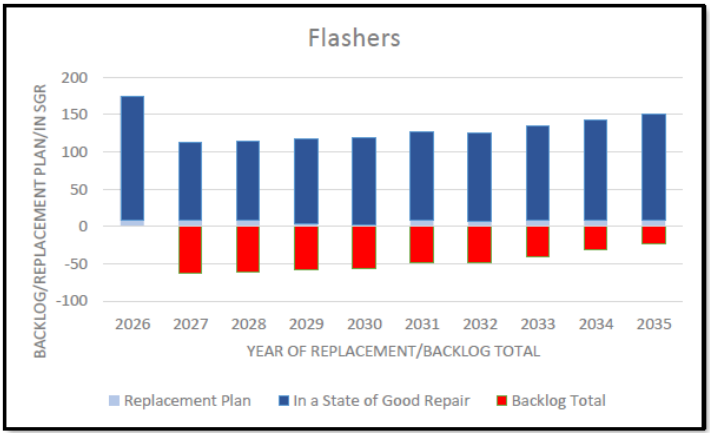


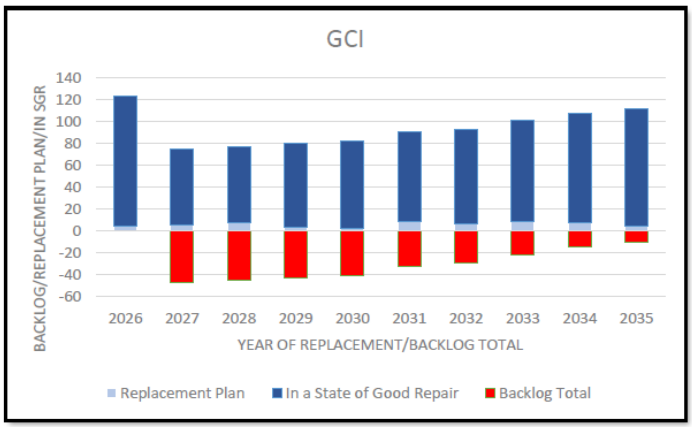



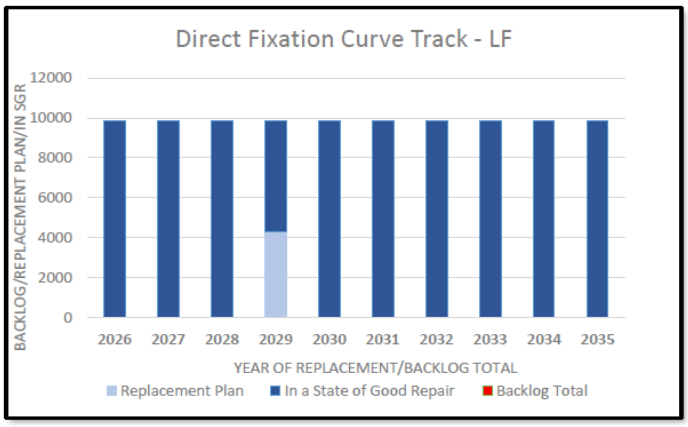



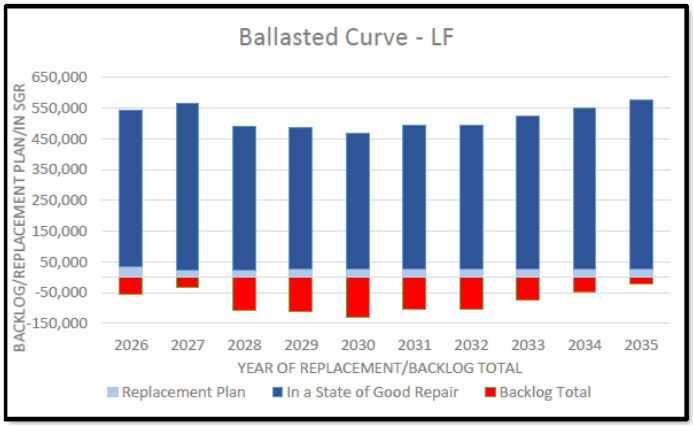



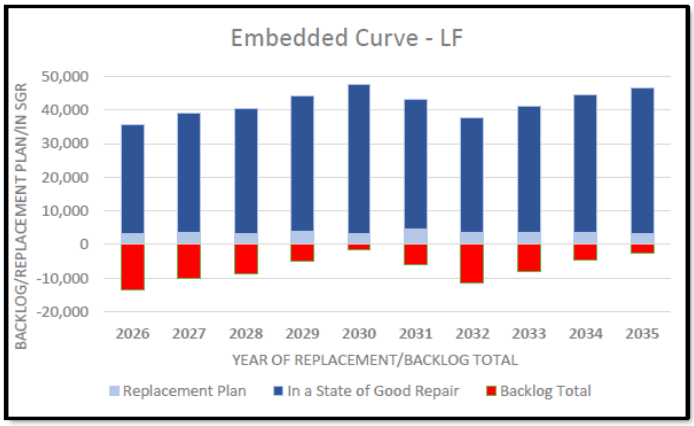



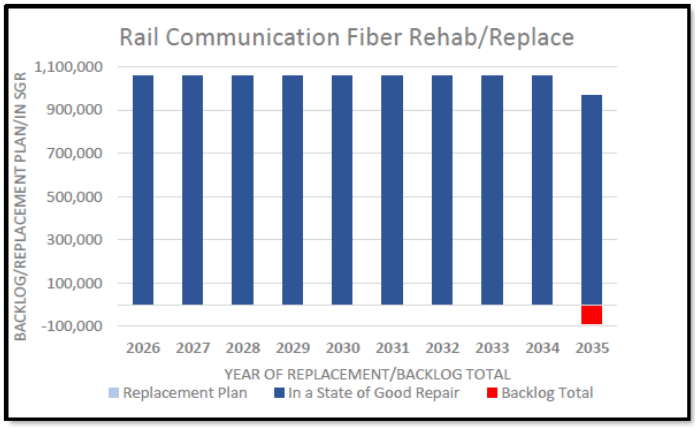
# Track & Structures (Continued)



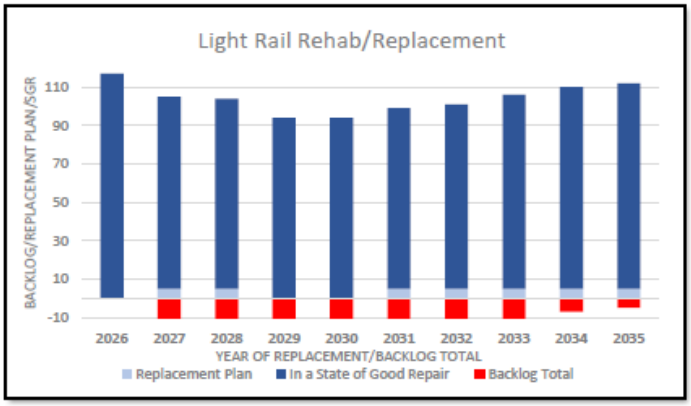



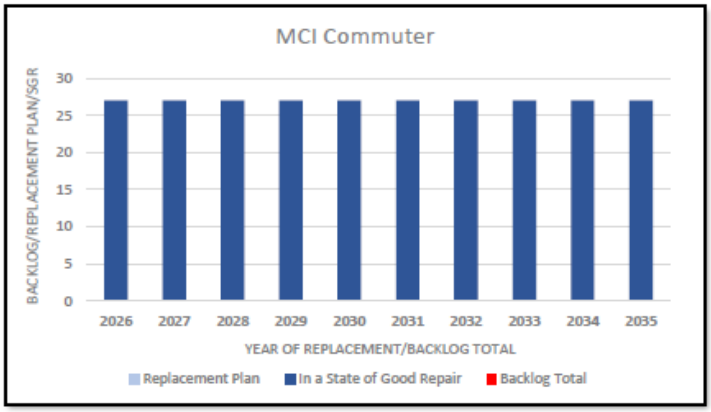



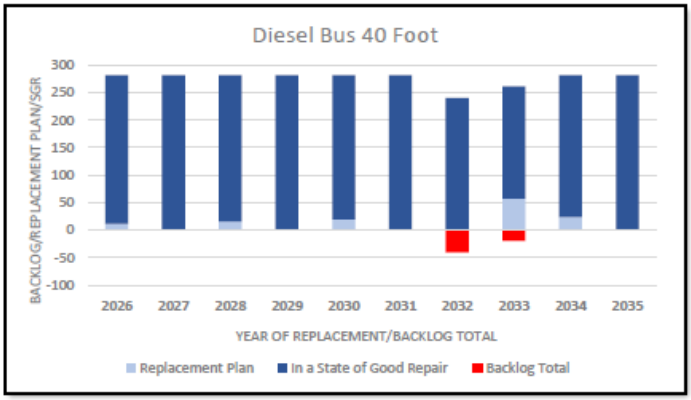



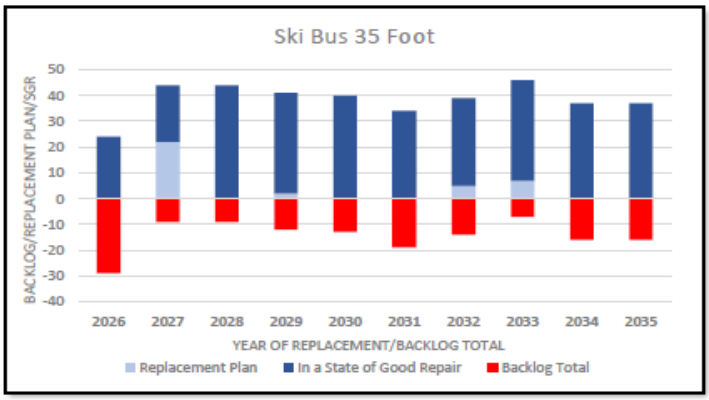



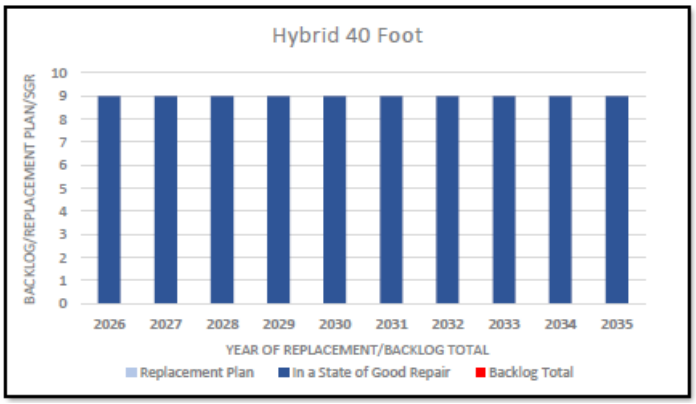
# Revenue Fleet

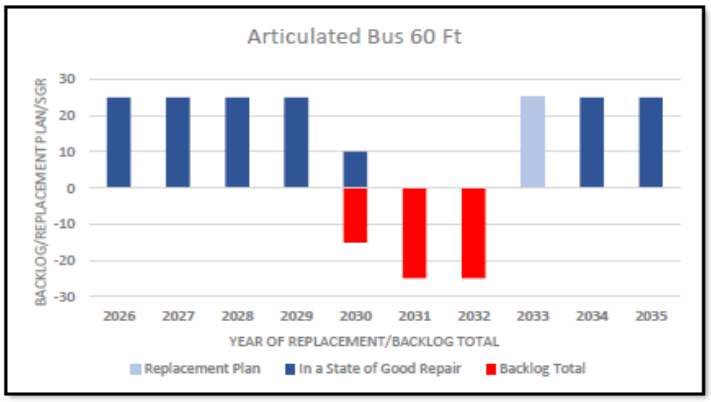


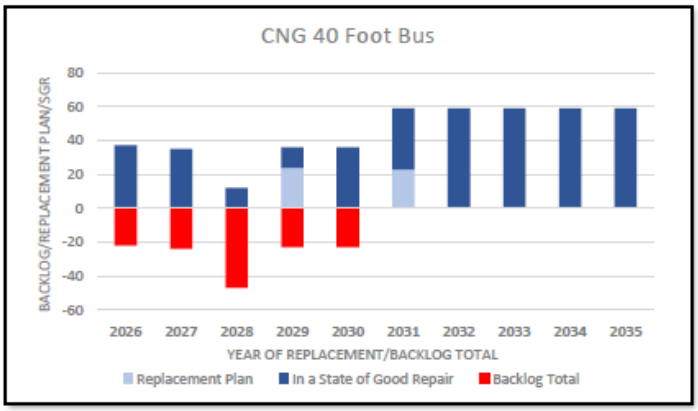



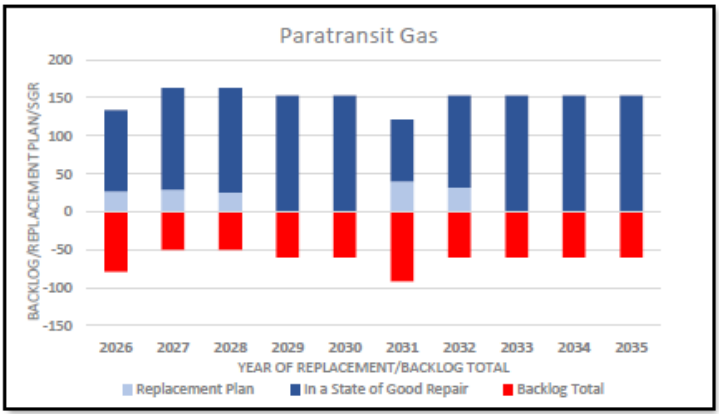



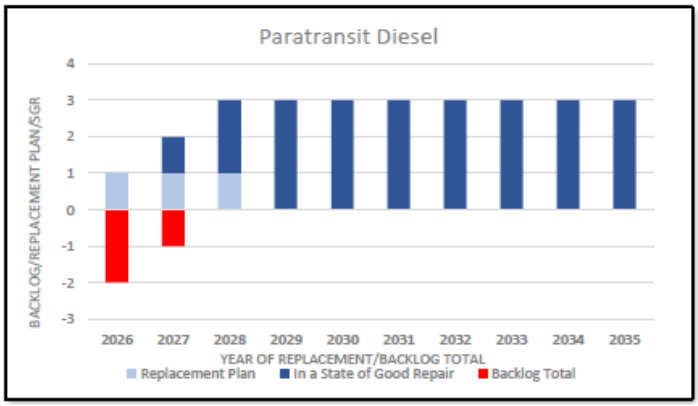



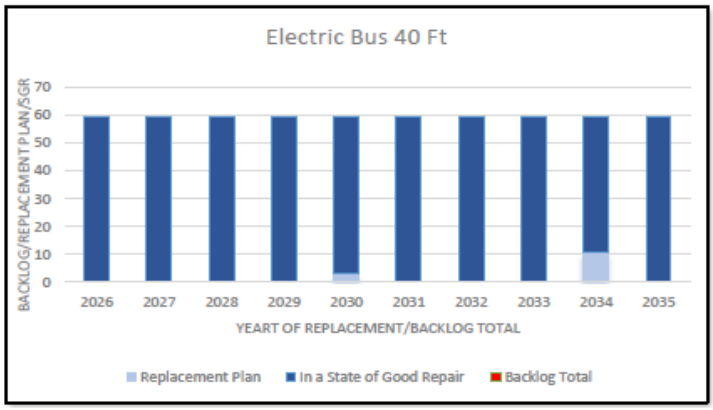



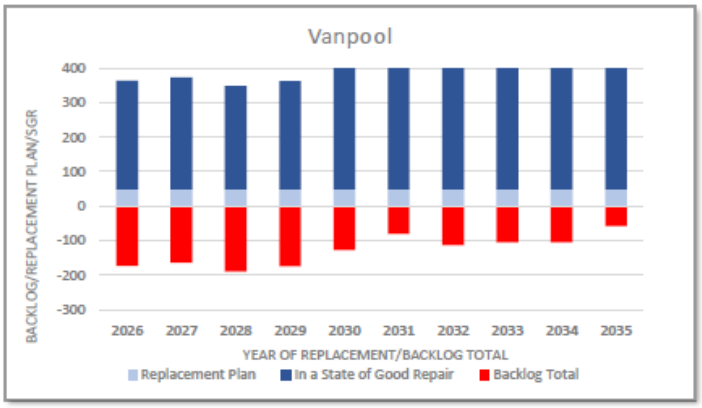
# Revenue Fleet (Continued)



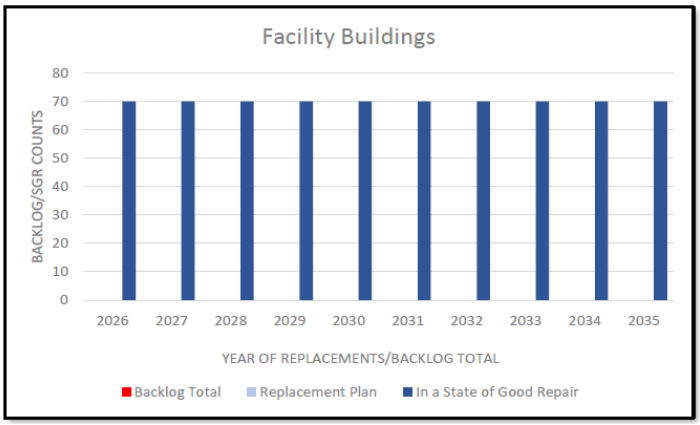



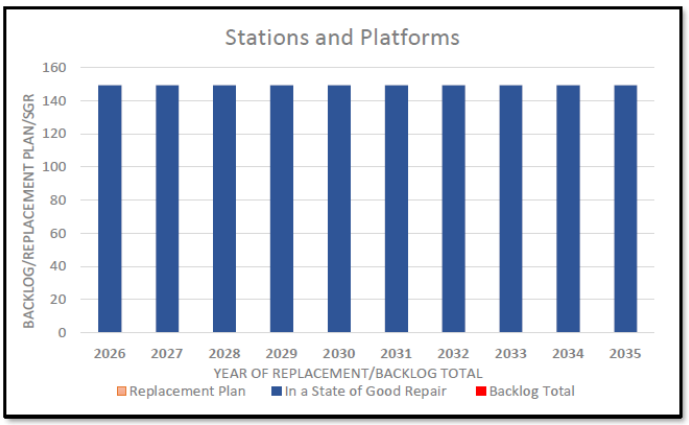



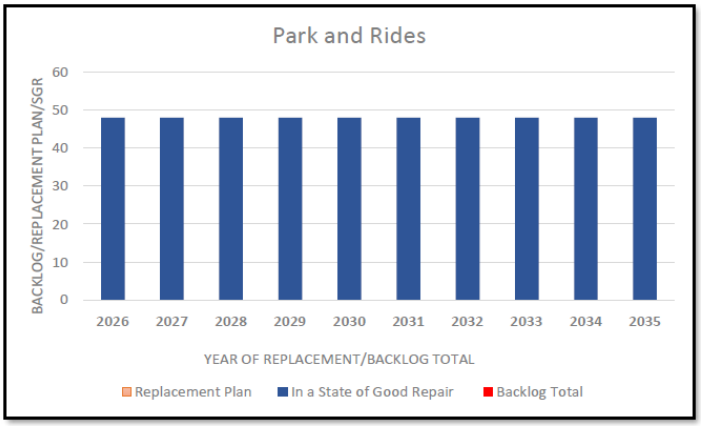



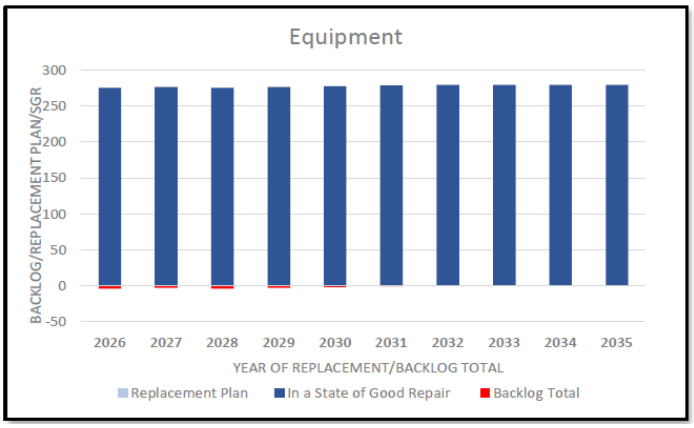



# Facilities

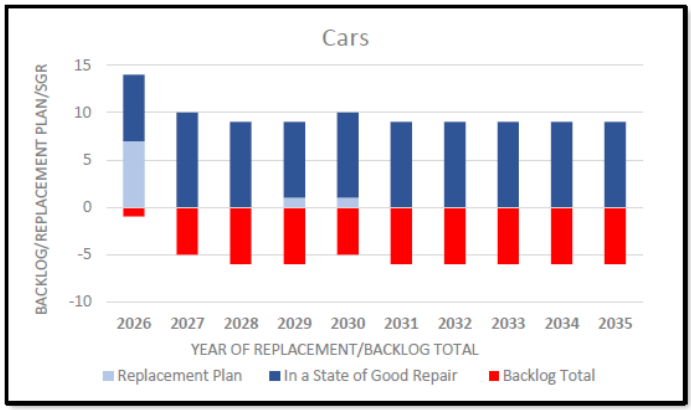

Facility Buildings
BACKLOG/SGR COUNTS
80
70
60
50
40
30
20
10
0
2026 2027 2028 2029 2030 2031 2032 2033 2034 2035
YEAR OF REPLACEMENTS/BACKLOG TOTAL
Backlog Total
Replacement Plan
In a State of Good Repair

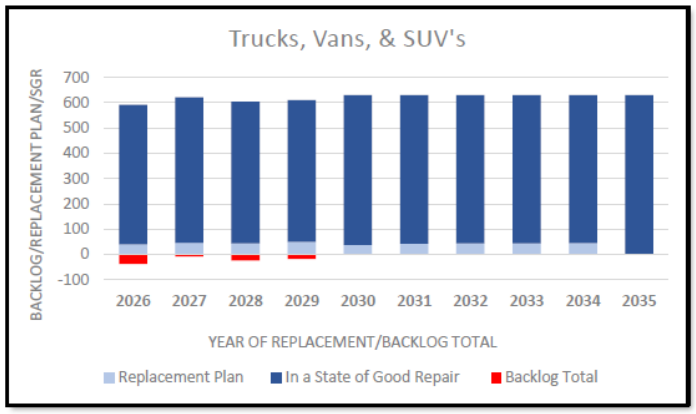

Stations and Platforms
BACKLOG/REPLACEMENT PLAN/SGR
160
140
120
100
80
60
40
20
0
2026 2027 2028 2029 2030 2031 2032 2033 2034 2035
YEAR OF REPLACEMENT/BACKLOG TOTAL
Replacement Plan
In a State of Good Repair
Backlog Total

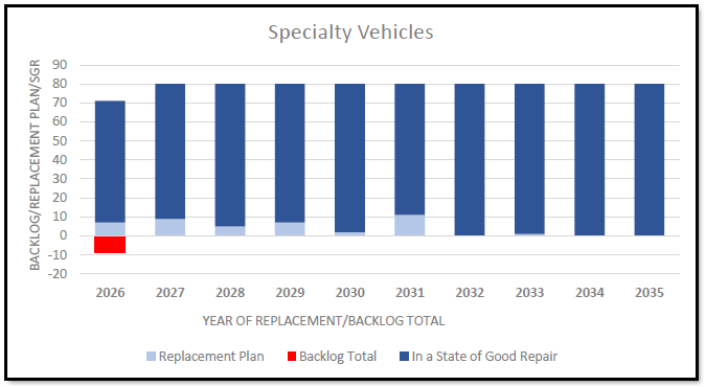

Park and Rides
BACKLOG/REPLACEMENT PLAN/SGR
60
50
40
30
20
10
0
2026 2027 2028 2029 2030 2031 2032 2033 2034 2035
YEAR OF REPLACEMENT/BACKLOG TOTAL
Replacement Plan
In a State of Good Repair
Backlog Total


Equipment
BACKLOG/REPLACEMENT PLAN/SGR
300
250
200
150
100
50
0
-50
2026 2027 2028 2029 2030 2031 2032 2033 2034 2035
YEAR OF REPLACEMENT/BACKLOG TOTAL
Replacement Plan
In a State of Good Repair
Backlog Total

# Non-Revenue Fleet



# Debt

UTA uses debt financing to strategically manage its financial responsibilities and deliver on its mission. These financial instruments enable UTA to optimize its liabilities and secure assets to deliver an enhanced transit experience. Under the Five-Year Capital Plan, UTA forecasts additional debt issuance in 2025 and 2028.

## Capacity

General Obligations bonds, according to Utah State code (Title 17B Part 11, Special District Bonds, 17B-1-1101, Section 4(a)), cannot exceed 3% of the fair market valuation for property located within UTA's regional transit authority's district. UTA has no General Obligations bonds outstanding.

Sales Tax Revenue bonds do not have any statutory limits on amounts issued. They are constrained by UTA's ability to repay its principal and interest annually with pledged Sales Tax revenue. A key metric, Debt Service Coverage Ratio (DSCR), measures UTA's forecasted Sales Tax revenue annually in relation to its annual debt service due, including principal and interest. These ratios are analyzed based on Senior lien liabilities only and all liens inclusive of Subordinate lien liabilities.

All bonds issued by UTA are under the Amended and Restated General Indenture of Trust, dated September 1, 2002 ("General Indenture"). The DSCR serves as an ongoing measure for the Additional Bonds Test (ABT) which forecasts UTA's financing capacity for additional debt issuance while satisfying minimum DSCR requirements. For Senior Liens, as part of the General Indenture, provides that additional bonds can be issued so long as the forecasted DSCR is at least 2.0x annually. For Subordinated Liens, as part of the General Indenture, no additional indebtedness (including Subordinated Indebtedness) may be incurred unless satisfaction of at least 1.5x DSCR.

| Debt Service Coverage Ratio (DSCR) | Policy Minimum DSCR Requirements | Lowest DSCR Forecasted | Year of Lowest |
|---|---|---|---|
| Senior Lien | 2.0x | 4.10x | 2026 |
| Subordinate Lien | 1.5x | 3.18x | 2027 |

UTA's Senior Lien DSCR is expected to be at its lowest rate of 3.84 in 2026 and is projected to increase steadily through 2032 before dropping back to 4.28 then continuing to increase over the life of the existing debt portfolio. UTA's Total DSCR is expected to be at its lowest rate of 3.05 in 2027 and is projected to follow a similar trajectory thereafter. Details regarding adherence to a minimum DSCR specific to the lien are detailed on the table below.

| Year | Projected Pledged Sales Taxes | Senior Lien Debt Payments | Senior Lien Projected DSCR | Sub. Lien Debt Payments | Total Debt Payments | Total Projected DSCR |
|---|---|---|---|---|---|---|
| 2025 | 438,093,761 | 101,676,801 | 4.31 | 37,179,062 | 138,855,863 | 3.16 |
| 2026 | 455,091,799 | 118,540,996 | 3.84 | 30,462,997 | 149,003,993 | 3.05 |
| 2027 | 472,112,233 | 106,414,653 | 4.44 | 40,319,765 | 146,734,418 | 3.22 |
| 2028 | 489,108,273 | 106,408,109 | 4.60 | 40,309,741 | 146,717,850 | 3.33 |
| 2029 | 506,129,241 | 106,492,571 | 4.75 | 46,488,127 | 152,980,698 | 3.31 |
| 2030 | 523,742,538 | 113,043,459 | 4.63 | 48,868,027 | 161,911,486 | 3.23 |
| 2031 | 541,968,779 | 114,418,740 | 4.74 | 48,548,327 | 162,967,067 | 3.33 |
| 2032 | 560,829,292 | 112,159,846 | 5.00 | 50,887,583 | 163,047,429 | 3.44 |
| 2033 | 580,346,152 | 135,630,496 | 4.28 | 31,734,958 | 167,365,454 | 3.47 |
| 2034 | 600,542,198 | 136,822,246 | 4.39 | 31,734,408 | 168,556,654 | 3.56 |
| 2035 | 624,924,211 | 137,235,023 | 4.55 | 31,815,114 | 169,050,137 | 3.70 |
| 2036 | 650,296,134 | 144,334,636 | 4.51 | 23,499,323 | 167,833,959 | 3.87 |
| 2037 | 676,698,157 | 139,285,323 | 4.86 | 31,174,622 | 170,459,945 | 3.97 |
| 2038 | 704,172,102 | 137,325,914 | 5.13 | 33,862,220 | 171,188,134 | 4.11 |
| 2039 | 732,761,490 | 132,542,905 | 5.53 | 38,397,370 | 170,940,275 | 4.29 |
| 2040 | 762,511,606 | 128,648,733 | 5.93 | 41,980,152 | 170,628,885 | 4.47 |
| 2041 | 793,469,577 | 119,640,308 | 6.63 | 46,360,402 | 166,000,710 | 4.78 |
| 2042 | 825,684,442 | 142,996,855 | 5.77 | 15,048,964 | 158,045,819 | 5.22 |
| 2043 | 859,207,230 | 60,783,000 | 14.14 | 0 | 60,783,000 | 14.14 |
| 2044 | 894,091,044 | 60,782,300 | 14.71 | 0 | 60,782,300 | 14.71 |

# Performance and ratings

UTA's financing performance is evaluated by the credit rating agencies and sufficient debt service coverage ratios. The rating agencies' current ratings are reported as follows:

| Credit Rating Agency | Senior Lien | Subordinate Lien |
|---|---|---|
| Moody's Investors Service | Aa2<br>Outlook: Stable<br>Date: June 27, 2025 | Aa3<br>Outlook: Stable<br>Date: June 25, 2025 |
| S&P Global Ratings | AA+<br>Outlook: Stable<br>Date: June 26, 2025 | AA<br>Outlook: Stable<br>Date: June 26, 2025 |
| Fitch Ratings | AA<br>Outlook: Stable<br>Date: June 27, 2025 | AA<br>Outlook: Stable<br>Date: June 27, 2025 |

# 2025 Debt Service Detail

| 2026 Debt Service (000's) | |
|---|---|
| **Revenue Bonds** | **Cash Basis** |
| Principal on Bonds | 64,070 |
| Interest on Bonds | 85,289 |
| **Bond Principal and Interest** | **149,359** |
| | |
| **2016 UT County Debt** | |
| Principal on Debt | 1,750 |
| Interest on Debt | 1,624 |
| **UT County Principal and Interest** | **3,374** |
| | |
| **Equipment Financing (Leases)** | |
| Principal on Financings | 13,631 |
| Interest on Financings | 3,012 |
| **Total Principal and Interest** | **16,643** |
| | |
| **Total 2026 Debt Service** | **169,376** |

UTA continues to look for opportunities to refund/tender bonds when possible. In July 2025, UTA completed a bond issuance for new money, refunding and tendering thereby creating a net present value savings of $18.2 million on the refinanced portion and borrowed an additional $128 million for new capital projects.

# Debt Uses

Utah Transit Authority has the following senior and subordinate sale tax revenue bonds projected outstanding as of December 31, 2025. The purposes of each debt category are described in the tables below.

## Senior Debt

| Series | Purpose | Original Principal Amount | Final Maturity | Projected Principal Outstanding |
|---|---|---|---|---|
| 2025 | System Projects | $492,520,000 | December 15, 2044 | $492,520,000 |
| 2024 | Refunding | $419,365,000 | June 15, 2042 | $419,365,000 |
| 2023 | Refunding | $77,600,000 | December 15, 2042 | $77,600,000 |
| 2021 | Refunding | $431,625,000 | December 15, 2036 | $118,055,000 |
| 2020 | Refunding | $216,650,000 | December 15, 2038 | $78,720,000 |
| 2020B | Refunding | $74,750,000 | December 15, 2039 | $57,835,000 |
| 2019A | Systems Projects | $61,830,000 | December 15, 2044 | $52,550,000 |
| 2019B | Refunding | $188,810,000 | December 15, 2042 | $87,750,000 |
| 2018 | Systems Projects | $82,265,000 | December 15, 2036 | $62,275,000 |
| 2015A | Refunding | $668,655,000 | June 15, 2025 | $0 |
| 2006C | Refunding | $134,650,000 | June 15, 2032 | $63,650,000 |

## Subordinate Debt

| Series | Purpose | Original Principal Amount | Final Maturity | Projected Principal Outstanding |
|---|---|---|---|---|
| 2024 | Refunding | $120,975,000 | June 15, 2040 | $120,975,000 |
| 2021 | Refunding | $16,220,000 | December 15, 2037 | $14,705,000 |
| 2019 | Refunding | $59,070,000 | December 15, 2042 | $28,720,000 |
| 2018 | Refunding | $115,540,000 | December 15, 2041 | $78,095,000 |
| 2016 | Refunding | $145,691,498 | December 15, 2032 | $114,086,498 |
| 2015A | Refunding | $192,005,000 | June 15, 2026 | $7,995,000 |
| 2007A | System Projects/Refund | $261,124,109 | June 15, 2035 | $78,610,000 |

# Financial Structure

## Accounting Method

UTA reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

## Department /Fund Relationship

Within the enterprise fund, UTA maintains two budgets – one for operations and one for capital. Within the operations budget, expenses are tracked by type of service mode (bus, light rail, commuter rail, paratransit, or rideshare/vanpool) as well as operations support, administrative, non-operating, and debt service.

Departments within operations and operations support by type of service are:

| Bus | Light Rail (LR) | Commuter Rail (CR) | Paratransit | Rideshare/Vanpool |
|---|---|---|---|---|
| Ogden Operations | LR Operations | Commuter Rail Op | Para Ops | Van Pool |
| Ogden Maint | LR Maint | CR Maint | Para Maint | Rideshare Admin |
| Ogden Admin | LR Jordan River Maint | CR Admin | Spec Serv Admin | |
| Timpanogos Ops | LR Admin | | | |
| Timpanogos Maint | Rail Fleet Sustainability | | | |
| Timpanogos Admin | | | | |
| Meadowbrook Ops | | | | |
| Meadowbrook Maint | | | | |
| Meadowbrook Admin | | | | |
| Central Maint | | | | |
| Central Operations | | | | |
| Service Delivery | | | | |
| Transit Comm Center | | | | |

Departments within the operations support, administrative, and misc. classifications are provided on the following page.

## Operations Support

Bus Communications
Customer Service
Data Quality & Ridership
Facilities
Fare Strategy & Operations
Farebox Service
Fleet Engineering
Information Security
Ops Analysis & Solutions
Public Safety
Purchasing
Radio & Rail Comm
Safety & Security
Support Maintenance
Talent Development
Training and Dev
Ticket Vend Machine Maint
Warehouse

## Misc

Innovative Mobility Solutions
Maintenance of Way Infrastructure
Maintenance of Way Systems

Within the capital budget, expenses are tracked by discrete projects, Safety & Security, State of Good Repair (capital maintenance to the transit infrastructure), and Information Technology. Details about capital investments are provided in the Capital and Debt section.

## Administrative

Accounting
Application Development
Asset Management
Board of Trustees
Capital Programming and Support
Capital Services
Capital Vehicles
Civil Rights
Community Engagement
Customer Experience
Data Strategy
Design and Construction
Enterprise Strategy
Enterprise Systems
Executive Director
Fares Director
Finance
General Counsel
Government Relations
Grants Management
HR Services and Labor Relations
Internal Audit
IT Director
IT Project Management Office
Network Support
Ogden Intermodal Hub
Operations
Organizational Excellence
People
Planning
Planning & Engagement
Product Development & Sales
Public Relations & Marketing
Quality Assurance
Real Estate
Risk Management
SLC Intermodal Hub
Strategic Think Tank
Talent Acquisition
Total Rewards
Transit Oriented Development

## Basis of Budgeting

Budgeting is based upon the accrual basis with these exceptions:

- UTA budgets capital expense rather than depreciation expense
- UTA does not budget for change in actuarial estimates for the pension
- In addition to bond interest expense, UTA budgets annual bond principal payments
- The annual budget excludes amortization of bond issuance premiums and discounts

# Financial Information and Policies

Basis of Accounting

The Authority reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

Standards for Reporting Purposes

The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by GASB.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts or revenues and expenses during the reporting period. Actual results could differ from those estimates.

Federal Planning Assistance and Preventive Maintenance Grants

Federal planning assistance grants received from the Federal Transit Administration (FTA) and preventive maintenance grants are recognized as revenue and receivable during the period in which the related expenses are incurred and eligibility requirements are met. The current reauthorizations act, Fix America's Surface Transportation (FAST), allows for the replacement and repair of aging infrastructure. Congress is engaged in negotiations on the next Transportation Act at the time this document was printed.

Federal Grants for Capital Expenses

The U.S. Department of Transportation, through contracts between the Authority and the FTA, provides federal funds of 35% to 93% of the cost of property and equipment acquired by the Authority through federal grants. Grant funds for capital expenses are earned and recorded as capital contribution revenue when the capital expenses are made, and eligibility requirements are met.

Contributions from Other Governments (Sales Tax)

As approved by the voters or county governing bodies, sales tax for transit is collected to provide the Authority with funds for mass transit purposes. Funds are utilized for operations and for the local share of capital expenses. Sales tax revenue is accrued as a revenue and receivable for the month in which the sales take place. The Authority does not have taxing authority in any jurisdiction; therefore, this revenue is considered a contribution from another government.

Approved Local Option Sales Tax:

| | |
|---|---|
| Salt Lake County | 0.7875% |
| Davis County | 0.6500% |
| Weber County | 0.6500% |
| Box Elder County* | 0.3000% |
| Utah County | 0.6260% |
| Tooele County | 0.6500% |

These represent 2026 budgeted values.
*This represents Brigham City's rate. Perry and Willard rates are yet to be finalized.

Budgetary and Accounting Controls

The Authority's annual budgets are approved by the Board of Trustees, as provided for by law. Operating and non-operating revenues and expenses are budgeted on the accrual basis except for depreciation, actuarial pension expenses, bond principal payments, and amortization of bond issuance premiums and discounts. Capital expenses and grant reimbursements are budgeted on a project basis. Multi-year projects are approved in whole but are budgeted based on estimated annual expenses and revenues.

The Authority adopts its annual budget in December of the preceding year.

# UTA Board of Trustees Bylaws and Policies (Budget Related)

## ARTICLE VII – CONDUCTING BUSINESS

Section 1 Resolutions, Orders and Ordinance – Vote Recorded

Every formal action by the Board of Trustees and Local Advisory Council shall be taken by the passage of a resolution, order, ordinance, or motion by the Board of Trustees or Local Advisory Council. Resolutions and Ordinances of the Board of Trustees shall be by roll call vote with each affirmative and negative vote recorded; all other actions of the Board will be taken by acclamation with each affirmative and negative vote recorded. Resolutions and motions of the Local Advisory Council may be taken by acclamation with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and Member by electronic means at least twenty-four (24) hours before the resolution or ordinance is presented for adoption. All resolutions and ordinances passed by the Board of Trustees and Local Advisory Council shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Local Advisory Council Second Vice-Chair and kept in the official records of the Authority. A record of meetings of the Board of Trustees and Local Advisory Council shall be made and retained as provided by law.

Section 2 Adoption and Amendment of Bylaws

These Bylaws may be adopted and amended by resolution and an affirmative vote by a majority of the Board of Trustees.

Section 3 Fiscal Year

The fiscal year of the Authority shall commence on January 1 and end December 31 of each calendar year.

Section 4 Principal Place of Business

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board of Trustees. The Authority Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

Section 5 Budget

The Executive Director of the Authority shall prepare an annual budget for the consideration of the Board of Trustees each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and after consulting with the Local Advisory Council, the Board of Trustees shall adopt a final annual budget prior to the end of each fiscal year.

Section 6 Audit Reports

A. Annual Audit - The Board of Trustees shall cause an annual audit of the Authority's financial statements to be conducted in accordance with generally accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public

accounting firm selected by the Board of Trustees. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

B. Other Audits - In consultation with the Local Advisory Council, the Board of Trustees may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act. With Local Advisory Council approval, the Executive Director may request that the Board of Trustees direct the Internal Auditor to conduct an audit of an internal issue.

# Board of Trustees Policy No. 2.3

Application: Board of Trustees and Local Advisory Council

I. Purpose: The purpose of this policy is to define the requirements, duties, and responsibilities for developing, proposing, and amending annual budgets of the Authority.

II. Definitions:

A. "Annual Budget" means a financial plan for the fiscal year which includes estimates of operating revenues and expenses, capital revenue and expenses, debt service, required reserves, undesignated cash balance, and the projected Fund Balance at the beginning and end of the fiscal year.

B. "Budget Amendment" means an adjustment that increases the appropriation authority of the Annual Budget.

C. "Budget Authority" means the authorization provided by the Board to expend funds allocated in an approved budget.

D. "Capital Budget" means the budget for capital projects including preservation of the system to keep it in a state of good repair, purchase of capital equipment (including vehicles), construction of new facilities, equipment, maintenance machinery, information technology, system expansion and improvement, and off-site improvements as approved in the Capital Plan required in Board Policy 2.1 Financial Management. The Capital Budget tracks discrete projects, safety and security, state of good repair (preservation of the transit infrastructure), expansion of and improvements to the system, and information technology.

E. "Capital Carryforward" means unexpended or encumbered capital funds that have been authorized by the Board of Trustees through a Technical Budget Adjustment to extend appropriation authority to the following fiscal year.

F. "Constituent Entity" means any county, city, or town that levies taxes for transit within the geographic boundaries of the Authority's transit district.

G. "Contingency" or "Unallocated Expense" means funds held in Operating or Capital Budgets that have not been allocated for a defined purpose or project, and that require a Technical Budget Adjustment to receive appropriation authority.

H. "Executive or Chief Office" means the Office of the Board of Trustees, the Office of the Executive Director, or any office of a Chief Officer who is a direct report to the Executive Director.

I. "Fiscal Year" means January 1 through December 31 of each calendar year, as defined in the Authority's Bylaws.

J. “Final Budget” means the Annual Budget approved by the Board of Trustees after completion of the public comment period and consultation by the Local Advisory Council.

K. “Fund Balance” means the definition given under generally accepted accounting principles as reflected in the Uniform Accounting Manual for Special Districts.

L. “Mode” means type of transit service including bus, light rail, commuter rail, paratransit, rideshare/vanpool, on-demand, or any future type of transit service that the Authority adopts.

M. “Operating Budget” means the budget that tracks operating expenses by Mode, direct operations support, general management and support, administration, and Executive or Chief Office classification. The Operating Budget should outline expenditures and revenue sources in support of current operations. The Operating Budget does not include debt service, capital, or reserve monies.

N. “Public Engagement Report” means a document comprising all public comments received during the public comment period for the Authority’s annual budget.

O. “Technical Budget Adjustment” means the process of allocating contingency or unallocated expenses to an approved capital project or line item in the operating budget, or an action that reallocates funds from one Executive or Chief office classification to another.

P. “Tentative Budget” means the annual budget approved by the Board of Trustees before the public comment period and consultation by the Local Advisory Council. The Tentative Budget is replaced by the Final Budget after that is adopted by the Board of Trustees.

III. Policy: The development, review and approval of the Authority’s Annual Budget will proceed as follows:

A. Budget Development

1. As provided for in the Authority’s Bylaws, the Executive Director of the Authority will prepare an Annual Budget which includes consultation with the Local Advisory Council. The Board of Trustees, after consultation with the Local Advisory Council, will approve the budget prior to the end of each Fiscal Year.

2. The budget will be developed in compliance with Chapter 1, Part 7 of the Special Districts Act.

3. The agency will incorporate the following plans while developing the Annual Budget:

    a. UTA’s Strategic Plan; and

    b. UTA’s Long-Term Financial Plan (as required in Board Policy 2.1. Financial Management); and

c. UTA's 5-Year Capital Plan (as required in Board Policy 2.1 Financial Management). The Annual Budget will reflect the first year of the approved Capital Plan as adopted annually or amended.

4. The Tentative and Final Operating Budgets will include detailed summaries of revenue by source, operating expense by Mode, operating expense by executive or chief office classification, Full-Time Employee (FTE) equivalent by Mode, FTE equivalent by executive or chief office classification, debt service, contribution to reserves, and transfer to capital.

5. Tentative and Final Capital Budgets will include detailed summaries of revenue by source, major capital expense categories, and capital expense by project and project category.

6. The Authority will develop a Standard Operating Procedure (SOP) to be approved by the Board that guides the execution of the annual budget process. The SOP should define procedures that ensure transparency to the public, stakeholder engagement, and clarity of administrative and governing duties to create and approve the Authority's annual budget in compliance with statute, Authority Bylaws and Board Policy.

B. Budget Review and Approval

1. A Tentative Budget will be presented to the Board of Trustees for discussion in a public meeting prior to the Tentative Budget being presented to the Board for approval. The Tentative Budget will be adopted by resolution.

2. Following the Board's adoption of the Tentative Budget:

a. The Authority will distribute the Tentative Budget for feedback from customer and Constituent Entities as required in Chapter 1, Part 7 of the Special Districts Act.

b. The Authority will conduct a public comment period of at least 30 calendar days and ensure the comments are included in a Public Engagement Report for Board review.

c. The Executive Director will present the Tentative Budget at a public meeting of the Local Advisory Council for their consultation and advice to the Board.

d. A public budget hearing will be held with the Board of Trustees within 30-days of the adoption of the Tentative Budget and at least 30-days before the Board adopts a Final Budget.

e. The Authority may initiate recruitment for new employee positions or begin procurement processes to solicit bids for goods or services that are accounted for in the Tentative Budget if the following criteria are met:

i. The Board has authorized the initiation of recruitment and/or procurement in their resolution adopting the Tentative Budget. The Board's

authorization will be dependent on the Tentative Budget's alignment with Board objectives and strategies.

ii. Commitments through obligation, contract, offer or any other means are not allowed until the Final Budget is adopted by the Board.

iii. Expenditures are not allowed until the budget year begins.

3. A Final Budget will be presented to the Board of Trustees in a public meeting for discussion, along with a Public Engagement Report, prior to the Final Budget being presented to the Board for approval. The Final Budget will be adopted by resolution of the Board prior to the end of the fiscal year.

4. A copy of the Final Budget will be sent to the Office of the State Auditor within 30 days after its adoption.

C. Budget Adjustments and Amendments

1. The Board of Trustees may amend or supplement the budget at any time after budget adoption as follows:

a. Technical Budget Adjustment – the Authority may request Board approval to reallocate existing resources in the Annual Budget when the request does not increase Budget Authority. A Technical Budget Adjustment must be placed on a public meeting agenda for Board action by acclamation.

i. Contingency and Unallocated Resources in the Annual Budget require Board approval through a Technical Budget Adjustment to provide appropriation authority for those funds.

ii. A Technical Budget Adjustment cannot impact the Authority's Fund Balance over the life of the 5-Year Capital Plan.

b. Budget Amendment – after consulting with the Local Advisory Council, the Board may authorize a Budget Amendment for the current fiscal year to increase the Annual Budget appropriation authority. A Budget Amendment will be adopted in a public meeting by resolution.

2. The Executive Director may make administrative adjustments to an adopted budget without Board approval under the following circumstances:

a. The Executive Director may make Operating Budget adjustments within the same Mode or Executive or Chief Office.

b. The Executive Director may make a Capital Budget adjustment within the same respective capital project in the approved Capital Plan.

c. The Executive Director may reassign existing headcount approved in the Annual Budget to another Mode, Executive or Chief Office as long there is a neutral (net zero) impact to the Annual Budget, and the Board is notified in a public Board meeting prior to the adjustment.

d. The administrative adjustments authorized in this section will not have a significant policy impact or affect budgeted year-end Fund Balances.

e. Excluding the circumstances authorized above, administrative adjustments which seek to reallocate funds across Mode, Executive and Chief Offices, or between capital projects will be brought to the Board for a Technical Budget Adjustment consideration.

D. Lapse of Appropriation

1. All unexpended or unencumbered appropriations, except capital project fund appropriations, lapse at the end of the fiscal year to the Fund Balance.

2. Unexpended capital appropriations may be authorized, by project, for Capital Carryforward through a Technical Budget Adjustment approved by the Board in the following fiscal year.

IV. Cross References: Utah Public Transit District Act, Utah Code §17B-2a-801.; Utah Special Districts Act, Part 7, Utah Code §17B-1-701; UTA Bylaws; Board Policy 1.3 Executive Relationships and Meetings; Board Policy 2.1 Financial Management.

Approved the 28th day of May 2025.

# Board of Trustees Policy No. 2.1

Application: Board of Trustees and Local Advisory Council

I. Purpose: The purpose of this policy is to provide financial oversight of the Authority; plan for its long-term financial needs; maintain and protect Authority assets and infrastructure; and develop, communicate, and implement appropriate internal controls regarding financial and risk management.

II. Policy:

A. Reserves

1. The Authority will maintain the following reserves:

a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding nonoperating expense, to be used as a working capital account throughout the year. The Treasurer will manage the use of the funds in the general operating reserve.

b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board of Trustees must give prior approval in a public board meeting before funds in the service stabilization reserve are used.

c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board of Trustees must give prior approval in a public board meeting before funds in the bond reserve are used.

d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the Annual Comprehensive Financial Report (ACFR) to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give prior approval in a public board meeting before funds in the capital replacement reserve are used.

e. Self-insurance/catastrophic reserve established annually through the budget process to reflect claims outstanding from risk management and estimable and presumed liability on open legal cases in coordination with the Attorney General's office. The amount in this reserve is reported to the Department of Public Safety annually. An element of the reserve will fund a catastrophic loss reserve for vanpool claims over existing insurance coverage. The funding of the catastrophic loss reserve may be funded by vanpool fees to mitigate large claims.

f. Debt reduction reserve fund for the purpose of retiring outstanding bonds or long-term obligations; with advance approval in a public board meeting by the Board of Trustees, this fund may be used to supplement the general operating reserve.

2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.
3. Reserve balances will be reported on the Authority's monthly financial statements.
4. Upon the use of any service stabilization, bond or capital replacement reserves, or debt reduction reserve the Board of Trustees will, by resolution, establish a timeline for the full reimbursement of the reserves within 60 months after their first use and begin to restore reserves used no later than 24 months after their first use.

B. Investments

1. The Board of Trustees will control investment of all Authority funds and funds held as part of the Authority's retirement system, and employee deferred compensation 457 plans.
2. The Authority's Pension Committee will manage the investment of the Authority's retirement system funds pursuant to the Pension Committee's Investment Policy, which shall be reviewed and approved by the Board of Trustees in a public board meeting prior to adoption.
3. The Treasurer will manage the investment of all non-retirement Authority funds in compliance with applicable laws.

C. Debt

1. The Board of Trustees will, after consultation with the Local Advisory Council and with the approval of the State Financial Review Commission, approve all bond issuances by resolution.
2. The Board of Trustees will approve contracts for bond counsel, financial advisors, and bond underwriters.
3. The Board of Trustees will approve the method of sale and parameters for each bond issuance by resolution.
4. The Board of Trustees will, after consultation with the Local Advisory Council, approve the issuance of all other financial instruments.
5. The Executive Director will manage the debt and other financial instruments issuance processes.
6. All approvals by the Board of Trustees will be in a public meeting compliant with Utah's Open and Public Meetings Act (OPMA).

D. Financial Reporting

1. The Authority's financial records and accounts will be maintained with generally accepted accounting principles set by the Governmental Accounting Standards Board for governmental enterprise funds.
2. The Chief Financial Officer or designee will prepare and present to the Board, in a public board meeting, a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter.

3. The Chief Financial Officer or designee will present monthly financial statements, in a public board meeting, stating the Authority's financial position, revenues, and expenses to the Board of Trustees as soon as practical. Monthly and year-to-date budget versus actual reports will be included in the monthly financial report to the Board.
4. Any other required financial reports, including the National Transit Database and State Transparency, will be prepared in accordance with federal and state reporting requirements and made on a timely basis.

E. Financial Risk Management

1. The Executive Director will submit an annual report to the Board of Trustees on the status of the Authority's financial risk management program including upcoming insurance renewals.
2. The Authority will maintain Public Officials Errors and Omissions Insurance in an amount determined to adequately protect the Authority.
3. The Executive Director will, as necessary, procure other insurance to compensate for losses that would adversely affect the Authority.

F. Internal and External Controls

1. The Authority will maintain a system of internal controls to safeguard assets against loss, check the accuracy and reliability of accounting data, and promote operational efficiency.
2. The Director of Internal Audit will develop and maintain an internal audit program that complies with the Global Internal Audit Standards established by the Institute of Internal Auditors.
3. The Treasurer is responsible for the opening and closing of bank accounts and ensuring that only authorized users are provided access to bank accounts.
4. As provided for in the Authority Bylaws, the Board of Trustees will select a qualified independent auditing firm to conduct an annual financial audit. The auditing firm will present the results of its annual audit to the Authority's Audit Committee and the Board of Trustees.

G. Long-term Financial Planning

1. The Executive Director will develop a long-term (5 years or longer) financial plan incorporating the Authority's Strategic Plan, identifying the Authority's long-term financial challenges and proposed solutions based upon reasonable projections of revenue and expense including operations and maintenance, reasonably anticipated new funding programs, capital expansion, maintenance of a state of good repair of existing assets, asset replacement, and debt issuance. The Executive Director will update the long-term financial plan annually and annually present the plan to the Board in a public meeting for review
2. The Board of Trustees will review the long-term financial plan annually and report the plan annually to the State Financial Review Commission.

H. Budgeting

1. As provided for in Authority Bylaws and Board Policy 2.3, the Executive Director of the Authority will prepare an annual budget which includes consultation with the Local Advisory Council. After consultation with the Local Advisory Council, the Executive Director will present the annual budget to the Board of Trustees for their review and approval.
2. The Authority will develop, propose and amend the budget as defined in Board Policy 2.3.

I. Capital Planning

1. 1. The Executive Director will develop a 5-Year Capital Plan to be approved by the Board of Trustees annually after consultation with the Local Advisory Council. The plan will be updated every year for inclusion in the annual budget process discussions and approvals. The 5-Year Capital Plan will be fiscally constrained and will maintain all assets at a state of good repair to protect the Authority's capital investment and minimize future maintenance and replacement costs.

J. Travel

1. The Board of Trustees will approve work-related international travel, excluding Canada, for the Authority's employees in a public meeting.

III. Cross Reference: Utah Public District Transit Act, Utah Code §17B-2a-804 and 808.1; Utah State Money Management Act, Utah Code §51-7-1 et. seq.; Audit Committee Charter.

Approved the 28th day of May 2025

# Utah's Provisions Applicable to All Local Districts

*Effective 2/27/2023*

17B-1-702. Special districts to submit budgets.

(1) (a) Except as provided in Subsection (1)(b), within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of each special district with an annual budget of $50,000 or more shall send a copy of its tentative budget and notice of the time and place for its budget hearing to:

(i) each of its constituent entities that has in writing requested a copy; and

(ii) to each of its customer agencies that has in writing requested a copy.

(b) Within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of trustees of a large public transit district as defined in Section 17B-2a-802 shall send a copy of its tentative budget and notice of the time and place for its budget hearing to:

(i) each of its constituent entities;

(ii) each of its customer agencies that has in writing requested a copy;

(iii) the governor; and

(iv) the Legislature.

(c) The special district shall include with the tentative budget a signature sheet that includes:

(i) language that the constituent entity or customer agency received the tentative budget and has no objection to it; and

(ii) a place for the chairperson or other designee of the constituent entity or customer agency to sign.

(2) Each constituent entity and each customer agency that receives the tentative budget shall review the tentative budget submitted by the district and either:

(a) sign the signature sheet and return it to the district; or

(b) attend the budget hearing or other meeting scheduled by the district to discuss the objections to the proposed budget.

(3) (a) If any constituent entity or customer agency that received the tentative budget has not returned the signature sheet to the special district within 15 calendar days after the tentative budget was mailed, the special district shall send a written notice of the budget hearing to each constituent entity or customer agency that did not return a signature sheet and invite them to attend that hearing.

(b) If requested to do so by any constituent entity or customer agency, the special district shall schedule a meeting to discuss the budget with the constituent entities and customer agencies.

(c) At the budget hearing, the special district board shall:

(i) explain its budget and answer any questions about it;

(ii) specifically address any questions or objections raised by the constituent entity, customer agency, or those attending the meeting; and

(iii) seek to resolve the objections.

(4) Nothing in this part prevents a special district board from approving or implementing a budget over any or all constituent entity's or customer agency's protests, objections, or failure to respond.

Amended by Chapter 15, 2023 General Session

*Effective 3/25/2025*

**17B-1-1102. General obligation bonds.**

(1) Except as provided in Subsections (3) and (7), if a district intends to issue general obligation bonds, the district shall first obtain the approval of district voters for issuance of the bonds at an election held for that purpose as provided in Title 11, Chapter 14, Local Government Bonding Act.

(2) General obligation bonds shall be secured by a pledge of the full faith and credit of the district, subject to, for a water conservancy district, the property tax levy limits of Section 17B-2a-1006.

(3) A district may issue refunding general obligation bonds, as provided in Title 11, Chapter 27, Utah Refunding Bond Act, without obtaining voter approval.

(4) (a) A special district may not issue general obligation bonds if the issuance of the bonds will cause the outstanding principal amount of all of the district's general obligation bonds to exceed the amount that results from multiplying the fair market value of the taxable property within the district, as determined under Subsection 11-14-301(3)(b), by a number that is:

(i) .05, for a basic special district, except as provided in Subsection (7);

(ii) .004, for a cemetery maintenance district;

(iii) .002, for a drainage district;

(iv) .004, for a fire protection district;

(v) .024, for an improvement district;

(vi) .1, for an irrigation district;

(vii) .1, for a metropolitan water district;

(viii) .0004, for a mosquito abatement district;

(ix) .03, for a public transit district;

(x) .12, for a service area; or

(xi) .05 for a municipal services district.

(b) Bonds or other obligations of a special district that are not general obligation bonds are not included in the limit stated in Subsection (4)(a).

(5) A district may not be considered to be a municipal corporation for purposes of the debt limitation of the Utah Constitution, Article XIV, Section 4.

(6) Bonds issued by an administrative or legal entity created under Title 11, Chapter 13, Interlocal Cooperation Act, may not be considered to be bonds of a special district that participates in the agreement creating the administrative or legal entity.

(7) (a) As used in this Subsection (7), "property owner district" means a special district whose board members are elected by property owners, as provided in Subsection 17B-1-1402(1)(b).

(b) A property owner district may issue a general obligation bond with the consent of:

(i) the owners of all property within the district; and

(ii) all registered voters, if any, within the boundary of the district.

(c) A property owner district may use proceeds from a bond issued under this Subsection (7) to fund:

(i) the acquisition and construction of a system or improvement authorized in:

(A) the district's creation resolution; or

(B) Part 14, Basic Special District; and

(ii) a connection outside the boundary of the district between systems or improvements within the boundary of the district.

(d) (i) The consent under Subsection (7)(b) is sufficient for any requirement necessary for the issuance of a general obligation bond.

(ii) Beginning on the effective date of this bill, once consent is obtained under Subsection (7)(b), the consent is valid for a period of 10 years.

(e) A general obligation bond issued under this Subsection (7):

(i) shall mature no later than 40 years after the date of issuance; and

(ii) is not subject to the limit under Subsection (4)(a)(i).

(f) (i) A property owner district may not issue a general obligation bond under this Subsection (7) if the issuance will cause the outstanding principal amount of all the district's general obligation bonds to exceed one-half of the market value of all real property within the district.

(ii) Market value under Subsection (7)(f)(i) shall:

(A) be based on the value that the real property will have after all improvements financed by the general obligation bonds are constructed; and

(B) be determined by appraisal by an appraiser who is a member of the Appraisal Institute.

(g) With respect to a general obligation bond issued under this Subsection (7), the board of a property owner district may approve or, by resolution, delegate to one or more officers of the district, the authority to:

(i) approve the final interest rate, price, principal amount, maturity, redemption features, and other terms of the bond;

(ii) approve and execute a document relating to the issuance of the bond; and

(iii) approve a contract, including a contract with a property owner within the district, related to the acquisition and construction of an improvement, facility, or property to be financed with proceeds from the bond.

(h) (i) A person may commence a lawsuit or other proceeding to contest the legality of the issuance of a general obligation bond issued under this Subsection (7) or any provision relating to the security or

payment of the bond if the lawsuit or other proceeding is commenced within 30 days after the publication of:

(A) the resolution authorizing the issuance of the general obligation bond; or

(B) a notice of the bond issuance containing substantially the items required under Subsection 11-14-316(2).

(ii) Following the period described in Subsection (7)(h)(i), no person may bring a lawsuit or other proceeding to contest for any reason the regularity, formality, or legality of a general obligation bond issued under this Subsection (7).

(i) A property owner district that charges and collects an impact fee or other fee on real property may pledge all or a portion of the revenue collected from the impact fee or other fee toward payment of a general obligation bond issued under this Subsection (7).

(j) If a property owner fails to pay a property tax that the property owner district imposes in connection with a general obligation bond issued under this Subsection (7), the district may impose a property tax penalty at an annual rate of .07, in addition to any other penalty allowed by law.

Amended by Chapter 347, 2025 General Session

# Budget Process

This section describes the process for preparing, reviewing, and adopting the budget for the upcoming fiscal year. It also includes procedures for amending the budget after adoption and the process used in developing the capital budget. A budget calendar for the budgeted year 2026 is included at the end of this section.

Budget Process: The Executive Director and Chief Financial Officer, with the advice and counsel of the Board of Trustees and the Local Advisory Council, prepare a preliminary budget for the ensuing year including operation, maintenance, administration expenses, debt service, and capital expenditures.

Preparation of the annual budget is intertwined and coordinated with input from various updates of the Agency's financial plan. There are four stages in the annual budget process:

1. Budget Planning
2. Establishing the Base Budget
3. Identification, prioritization, and selection of Budget Initiatives from Budget Planning phase or other processes for inclusion in the Tentative Budget
4. Preparation, and approval of Tentative and Final Budgets

The annual process starts in the Spring with the Authority's Executive Team and staff assessing estimates for revenues, operating expenses, and capital projects. Budget priorities are discussed, and a preliminary five-year capital plan is developed.

Budget Planning starts the Budget Development process. Budget Plans provide key information for UTA's decision-making process around resource allocation. They clearly articulate Office/Department objectives, business, or operating environment, change drivers, change initiatives, prioritization criteria and connection to the UTA Way and Strategic Framework. Budget Plans are an input to the budget outlook process and form the foundation for potential Budget Initiatives.

After a preliminary budget outlook is reviewed with the Board of Trustees, the Executive Director develops and distributes budget preparation instructions for Authority staff. Changes in assumptions are incorporated into the 5-Year financial plan and a Base Operating Budget (Base Budget) for the upcoming year is calculated. One-time costs are eliminated, current year technical budget adjustments, mid-year service changes, and known labor cost changes, fuel and power cost change projections, and inflationary factors are applied to the current adopted budget to arrive at a Base Budget at the account code level for each Office. The Base Budget is then projected over the 5-year planning horizon, and the agency determines if the Base Budget is sustainable.

The next phase of the Budget Development process is the development of new Budget Initiatives. Budget Initiatives are informed by the Budget Planning process, emerging factors, and are aligned with UTA's Strategic Plan. This is the process to identify priority investments in the Operating program or, if the Base Budget is not sustainable, initiatives are identified to bring the financial plan back into balance. Budget Initiatives are reviewed and prioritized by the Executive Team for inclusion in the budget request.

A five-year draft of the capital plan is completed and reviewed with the Board of Trustees and the Local Advisory Council in August. The first year of the capital plan, which includes specific capital projects and the

funding available through outside funding such as grants, local partners, state funding, and financing are included in the next year's capital budget.

In August, each Chief Officer submits an operating budget which includes the Base Budget level and any approved Budget Initiatives. The Executive Team reviews the operating budgets and makes any adjustments it deems necessary. Preliminary budgets are reviewed with the Board of Trustees in August. Any modifications to the budget are completed by early September.

In September, the Executive Director presents the Tentative Budget to the Board of Trustees for their review and approval. Once the Tentative Budget is approved by the Board of Trustees, it is sent to the Governor's Office, State Legislature and Local Governments and a 30-day comment period, which includes a public hearing, is established. Input from the Local Advisory Council on the Tentative Budget is sought following Board approval.

In December, the Executive Director presents the Final Budget to the Board of Trustees for its review and then for the Boards approval.

Adoption of Annual Budget: Before the first day of each fiscal year, the Board shall adopt the annual budget by a vote of a quorum of the total Board. If, for any reason, the Board has not adopted the annual budget on or before the first day of January of any fiscal year, the preliminary budget (Tentative Budget) for such year shall be in effect for such fiscal year until the annual budget is adopted.

Please refer to the UTA Budget Preparation Schedule at the end of this section.

# Annual Budget Schedule

| Task | Completion Date |
|---|---|
| Budget Office Distributes Budget Memo | Mar. 3, 2025 |
| Executive Team Reviews & Approves Base Targets | May 23, 2025 |
| Executive Team Reviews and Approves Draft Tentative Budget | Jul. 8, 2025 |
| Board Budget Work Sessions | Aug. 11 to Aug. 15, 2025 |
| Board Reviews Tentative Budget | Sep. 24, 2025 |
| Board approves Tentative Budget and public hearing date | Oct. 8, 2025 |
| Budget Review and Comment Period | Oct. 8 to Nov. 7, 2025 |
| 2026 Budget Open House/Public Hearing | Oct. 30, 2025 |
| Board of Trustees reviews public comments, LAC input, and final budget<br>Local Advisory Council update on final 5-Year Capital Plan, Consults on Ops. Budget | Nov. 5, 2025 |
| Final Public Engagement report presented to Board of Trustees | Dec. 3, 2025 |
| Board of Trustees considers approval of the Final Budget and 5-Year Capital Plan | Dec. 17, 2025 |
| Staff prepares, prints, and distributes Budget Document to the Board of Trustees, Operating Departments, and State Auditor, and other interested parties | Dec. 31, 2025 |

# Community Profile

UTA's Service Area lies in the region commonly referred to as the Wasatch Front. The U.S. Census Bureau's 2020 estimated combined population of these six principal counties is 2.6 million, which represents approximately 79% of the State's total population. The service area population grew by 408,000 or 19% from 2010 to 2020.

Salt Lake County - Salt Lake County comprises an area of 764 square miles and accounts for approximately 46% of the population and approximately 57% of the private sector employment of the Service Area. The principal cities include Salt Lake City, West Valley City, and Sandy City. Salt Lake City is the capital and largest city in the State. Due to continuous economic and population growth, most of the cities in Salt Lake County have grown into a single large metropolitan area with Salt Lake City as its commercial center. The county's population increased approximately 15% from 2010 to 2020. The largest employment sectors are retail trade, health care and social assistance, manufacturing, professional, scientific, and technical services. For Fiscal Year 2024, approximately 60% of UTA total Sales and Use Taxes were collected within Salt Lake County boundaries[3].

Utah County - Utah County comprises an area of 1,998 square miles and accounts for approximately 25% of the population and approximately 22% of the private sector employment of the Service Area. The principal cities include Provo City and Orem City. The county's population increased approximately 28% from 2010 to 2020. The largest employment sectors are retail trade, health care and social assistance, education services and construction. For Fiscal Year 2024, approximately 20% of total UTA Sales and Use Taxes were collected within Utah County boundaries.

Davis County - Davis County comprises an area of 268 square miles and accounts for approximately 14% of the population and approximately 10% of the private sector employment of the Service Area. The principal cities include Bountiful, Clearfield, Clinton, Kaysville, Layton, and Syracuse. The county's population increased approximately 18% from 2010 to 2020. The largest employment sectors are retail trade, health care and social assistance, manufacturing, and local government. For Fiscal Year 2024, approximately 10% of total UTA Sales and Use Taxes were collected within Davis County boundaries.

Weber County - Weber County comprises an area of 531 square miles and accounts for approximately 10% of the population and approximately 8% of the private sector employment of the Service Area. The principal city is Ogden City. The county's population increased approximately 13% from 2010 to 2020. The largest employment sectors are manufacturing, health care and social assistance, retail trade and local government. For Fiscal Year 2024, approximately 8% of total UTA Sales and Use Taxes were collected within Weber County boundaries.

Tooele County - The portion of Tooele County served by UTA includes the cities of Tooele and Grantsville and some unincorporated areas. Tooele County comprises an area of 6,923 square miles (the second largest county in the State) and accounts for approximately 3% of the population and approximately 1% of the private sector employment of the Service Area. The principal cities include Tooele City and Grantsville City. The

[3] Sales tax data reported though October 31, 2021.

county's population increased approximately 25% from 2010 to 2020. The largest employment sectors are local government, retail trade and transportation and warehousing. For Fiscal Year 2024, approximately 1% of total Sales and UTA Use Taxes were collected within Tooele County boundaries.

Box Elder County - The portion of Box Elder County served by UTA includes the cities of Brigham, Perry and Willard and some unincorporated areas. Box Elder County comprises an area of 5,627 square miles (the fourth largest county in the State) and accounts for approximately 2% of the population and approximately 2% of the private sector employment of the Service Area. The principal city is Brigham City. The county's population increased approximately 15% from 2010 to 2020. The largest employment sectors are manufacturing, local government, retail trade, and health care and social assistance. For Fiscal Year 2024, approximately 0.004% of total UTA Sales and Use Taxes were collected within Box Elder County boundaries.

# Glossary

Accounting System - Utah Transit Authority is a single enterprise that uses the accrual method of accounting. Under this method of accounting, revenues are recorded when earned and expenses are recorded as soon as they result in liabilities for benefits received.

Accrual Accounting - A basis of accounting in which revenues and expenditures are allocated to the year in which they are incurred, as opposed to when cash is received or spent.

ADA - The Americans with Disabilities Act (ADA) became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else.

Alternative Fuels - Fuels other than traditional gasoline/diesel such as compressed natural gas (CNG), liquefied natural gas (LNG), hybrid electric, propane, biodiesel, electric, bio or soy fuel, and hydrogen.

ARPA - American Rescue Plan Act of 2021. Signed into law on March 11, 2021. To support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic and support the President's call to vaccinate the U.S. population. Eligible activities include operating and capital costs. UTA was allocated $167.8 million under the Act.

Articulated Bus - A bus, usually 55 feet or more in length with two connected passenger compartments, which bends at the connecting point when turning a corner.

Asset Maintenance - Refers to the departments and activities focused on maintaining assets currently owned by UTA.

ATU - Amalgamated Transit Union.

Balanced Budget - A financial plan that matches all planned revenues and expenditures with proposed service levels.

Balanced Scorecard - The balanced scorecard is a strategic performance management tool, usually consisting of a semi-standard structured report that is used by managers to keep track of the execution of activities by the staff within their control and to monitor the consequences arising from these actions.

Bond - Long or short-term debt issued by an Authority to help finance new acquisitions of property, facilities, and equipment.

Bus Rapid Transit or BRT - A bus system like a fixed guide-way system that includes all or some of the following features: limited stops, traffic signal priority, separate lanes, dedicated right of way, station services, docking systems, and other enhancements.

**Budget Message** - The opening section of the budget document, which provides the UTA Board and the public with a general summary of the most important aspects of the budget and changes from current and previous fiscal years.

**Budget Document** - A formal plan of action for a specified period of time that is expressed in monetary terms.

**Capital Budget** - A portion of the annual operating budget that appropriates funds for the purchase of capital equipment items. These expenditures are separated from regular operating items such as salaries, supplies, services, and utilities. The capital budget includes funds for capital equipment purchases such as vehicles, construction of new facilities, office equipment, maintenance machinery, microcomputers, and off-site improvements. They are distinguished from operating items by their value (greater than $5,000) and projected useful life (greater than one year).

**Capital Costs** - Costs of long-term assets of a public transit system such as property, buildings, and vehicles.

**CARES** - Coronavirus Aid, Relief, and Economic Security Act. Signed into law on March 27, 2020. For eligible costs incurred after January 20, 2020, funding provided at a 100-percent federal share, with no local match required, and can be used to support capital, operating, and other expenses generally eligible under FTA programs to prevent, prepare for, and respond to COVID-19. UTA was allocated $187.2 million in this Act.

**Commuter Rail** - Passenger train service for short-distance travel between a central city and adjacent suburbs.

**CRRSAA** - Coronavirus Response and Relief Supplemental Appropriations Act of 2021. Signed into law on December 27, 2020. Stimulus funds for COVID-19 relief, to support the transit industry during the COVID-19 public health emergency. Similar eligibility requirements as CARES Act funding. UTA was allocated $33.6 million in this Act.

**Deadhead** - When a vehicle in the transit industry is operated without passengers. Reasons for deadheading are repositioning the vehicle for its next scheduled service, crew positioning, maintenance purposes, leaving or returning to the vehicle yard, and driving to a break spot/end of line (EOL).

**Debt** - The amount of money required to pay interest and principal on the agency's borrowed funds.

**Demand Response** - A service where passengers, or their agents, contact UTA to schedule door-to-door transportation services. A demand response (DR) operation is characterized by the following a) the vehicles do not operate over a fixed route or on a fixed schedule except, on a temporary basis to satisfy a special need, and b) the vehicle may be dispatched to pick-up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted in route to these destinations to pick up other passengers. UTA's paratransit service is demand response.

**Department** - An organizational unit responsible for carrying out major agency functions, such as operations, administration, and community engagement.

**Depreciation** - In accounting, depreciation refers to two aspects of the same concept: (1) The decrease in value of assets and (2) the allocation of the cost of assets to periods in which the assets are used. Depreciation is a method of reallocating the cost of a tangible asset over its useful life span of it being in motion.

**Discretionary Funding** - One time funding or annual funding allocations, which is distributed on a competitive basis, must be specifically applied for, and not guaranteed like Formula Funds.

**Distinguished Budget Presentation Awards Program** - A voluntary awards program administered by the Government Finance Officers Association (GFOA) to encourage governments to prepare effective budget documents.

**Electronic Fare Collection or EFC** - UTA's system of fare payment when such fare payment is made via a unique electronic micro-chip embedded in an electronic fare card media, which may include a credit card or debit card, issued by a bank.

**Enterprise Fund** - A fund that gives the flexibility to account separately for all financial activities associated with a broad range of municipal services. It establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Revenues and expenses of the service are segregated into a fund with financial statements separate from all other governmental activities.

**Farebox Revenues** - All revenues gained from the sale of passenger tickets, passes, tokens or other instruments of fare payments.

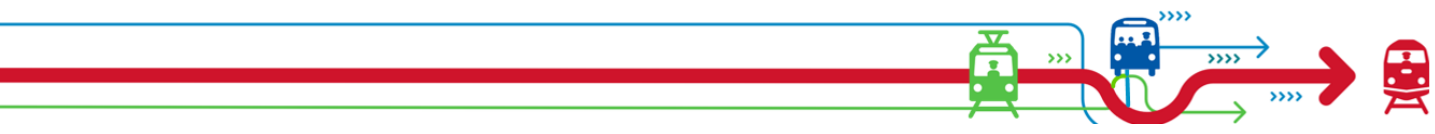
**FAST Act** - Fixing America's Surface Transportation Act is a law enacted on Dec. 4, 2015. This law provides long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act maintains focus on safety, keeps intact the established structure of the various transportation programs, and provides a dedicated source of federal dollars for critical transportation projects.

**Fiscal Year** - Annual schedule for keeping financial records and for budget purposes, UTA's fiscal year runs from January 1 through December 31, the State of Utah's fiscal year is July 1 through June 30, and the federal fiscal year is October 1 through September 30.

**Fixed Guideway** - A fixed guideway is any public transportation facility which utilizes and occupies a designated right-of-way or rails including (but not limited to) rapid rail, light rail, commuter rail, busways, automated guideway transit, and people movers.

**Formula Funds** - Funds specifically allocated to different agencies by the federal government to pay for transportation, transit, and other programs. Funds are allocated annually based on population and other demographic information.

**Fringe Benefits** - Benefits provided to the employee such as FICA (Federal Insurance Contributions Act), Pension, Medical & Dental insurance, Life insurance, Short and Long-Term Disability insurance, Unemployment insurance, Tool and Uniform allowance and educational reimbursement.



**FTA or Federal Transit Administration** - Formerly the Urban Mass Transportation Administration (UMTA), the FTA provides capital and operating funds to the agency.

**FTE or Full Time Equivalent Positions** - A part-time position converted to a decimal equivalent of a full-time position based on 2,080 hours per year. For example, a part-time position working 20 hours per week would be the equivalent of 0.5 of a full-time position.

**Fund Balance** - Generally defined as the difference between a fund's assets and liabilities. An adequate fund balance is necessary for numerous reasons, such as to have funds available in case of an emergency or unexpected events, to maintain or enhance the agency's position and related bond ratings, to provide cash for operations prior to receipt of revenues, and to maximize investment earnings.

**GASB or General Accounting Standards Board** - An independent, professional body to establish standards of accounting and financial reporting applicable to state and local governmental entities.

**Goal** - A statement of broad direction, purpose, or intent.

**GCI or Grade Crossing Indicator** – A sign or warning device at a highway-railroad intersection, where both tracks and roads are at the same level.

**Grants** - A contribution by a government or other organization to support a particular function. Grants may be classified as either operational or capital.

**HVAC** – Heating, ventilation, and air conditioning.

**Intermodal** - The term "mode" is used to refer to a means of transportation, such as automobile, bus, train, ship, bicycle, and walking. Intermodal refers specifically to the connections between modes. Intermodal is also known as "multimodal."

**Intermodal Centers** - A location where various types of transportation modes meet.

**Internal Controls** - Methods and measures implemented to safeguard assets, provide for accuracy of accounting data, and encourage compliance with policies.

**Investments** - Securities purchased for the generation of income in the form of interest.

**Joint Development** - Projects undertaken by the public and private sectors in partnership. Usually refers to real estate projects and transit projects adjacent to, above and/or below each other as a means of financing transit projects with minimal public expense.

**Lease** - A contract specifying the rental of property. A lease is a contract outlining the terms under which one party (lessee) agrees to rent property owned by another (lessor) for a specific period.



LF or Linear Foot – A measurement of length along a single dimension, essentially a regular foot measured in a straight line.

Local Match - The portion of funding provided by UTA or other contributors (as opposed to funding provided at the Federal level) towards purchase of capital items.

LRT or Light Rail Transit - An electric railway with a light volume traffic capacity as compared to heavy rail. Light rail may use shared or exclusive rights-of-way, high or low platform loading, and multi-car trains or single cars. Also known as “streetcar,” “trolley car,” and “tramway.”

Microtransit - A mode of demand responsive transit. Microtransit offers flexible routing and flexible scheduling of smaller vehicles to match the change in rider demands. Possible pick-up/drop-off stops are restricted within a geo-fenced area and transit can be provided either as a stop-to-stop service or curb-to-curb service. Microtransit services fit somewhere between private individual transportation (cars, taxi, and ridesharing) and public mass transit. UTA’s On Demand service is a form of microtransit.

MPO or Metropolitan Planning Organization - Local group that selects highway and transit projects to which funds will be granted. The governor designates an MPO in every urbanized area with a population of over 50,000. The primary MPOs in UTA’s transit district are the Wasatch Front Regional Council (WFRC) and the Mountainland Association of Governments (MAG).

Non-Attainment Area - Areas of the country where air pollution levels persistently exceed the National Ambient Air Quality standards. Attainment/nonattainment are important factors in determining CMAQ (Community Multiscale Air Quality Model) grant funding (see CMAQ).

Operating Budget - A plan outlining expenditures and proposed sources of financing current service. The operating budget does not include capital or reserve monies. The principal sources of revenue are operating income, sales tax, investment income, and federal grants. All departments are financed through this budget.

Operating Expenses - This term refers to expenditures paid to obtain goods or services including items such as payroll services, supplies, fuel, utilities, insurance, etc. Capital expenditures are not included.

Operating Revenue - Funds the agency receives as income to pay for ongoing operations. It includes such items as sales taxes, fares, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Paratransit - Transportation service, comparable to fixed-route service, required by the Americans with Disabilities Act (ADA) of 1990 for individuals with disabilities who are unable to use fixed-route transportation systems.

Passenger Miles - Total number of miles traveled by passengers on a vehicle. (One bus with 10 passengers traveling 10 miles equals 100 passenger miles.)

Passengers - The number of transit vehicle boardings, including charter and special trips. Each passenger is counted each time that person boards a vehicle.

**Peak Hours** - Refers to weekday a.m. and p.m. service during commute hours to carry a maximum number of passengers. An example of commute or peak hours could be defined as time between 6 and 9 a.m. in the morning, and between 3 and 6 p.m. at night.

**Performance Measures** - Data collected to determine how effective or efficient a program is in achieving its objectives.

**Personnel** - This item includes the cost of all salaries, wages, overtime, and benefits associated with the agency staff.

**PM or Preventive Maintenance Funds** - Funding provided by the Federal Transit Administration for preventive maintenance of UTA's fleet.

**Policy Document** - A statement of organization-wide financial and programmatic policies and goals which address long-term concerns and issues.

**Program Budget** - A budget that focuses upon the goals and objectives of a Program, rather than upon its organizational budget units or object classes of expenditure.

**Rapid Transit** - Synonym for fixed guideway public transport (usually rail or bus rapid transit).

**Reserve** - An account used to indicate the purpose (insurance or capital) for which the agency's year-end balances may be used.

**Revenue** - Receipts from the sale of a product or provision of service.

**Revenue Hours** - Hours a transit vehicle travels while in revenue service. A transit vehicle is in revenue service only when the vehicle is available to the public.

**Revenue Miles** - Miles a transit vehicle travels while in revenue service. A transit vehicle is in revenue service only when the vehicle is available to the public.

**RFP** - Request for proposal.

**Ridership** - The number of passengers using a particular mode of transit.

**Rideshare** - Transportation, other than public transit, in which more than one person shares in the use of the vehicle, such as a van or car, to make a trip. Rideshare assistance is offered by UTA to promote carpooling and company-sponsored van sharing.

**Sales Tax** - This tax is levied by the various municipalities within the service district for the agency.

**Scheduled Miles** - Total service scheduled. It is computed from internal planning documents and includes the whole trip (e.g., deadhead, layover/recovery, and actual picking up and discharging of passengers).

STIP or State Transportation Improvement Program - Federally mandated state program covering a four-year span and updated every year. The STIP determines when and if transportation projects will be funded by the state. Projects included in the STIP must be consistent with the long-range transportation plan.

Strategic Plan - UTA's long-term plan for providing transit services to the communities served by the agency. Identifies key elements and strategies to be used in providing such services.

TOD or Transit-oriented Development - A type of development that links land use and transit facilities to support the transit system and help reduce sprawl, traffic congestion, and air pollution. It includes housing, along with complementary public uses (jobs, retail, and services), located at a strategic point along a regional transit system, such as a rail hub or major transit stop.

TRAX Light Rail - The UTA light rail system, consisting of the Red (University of Utah to Daybreak), Blue (Downtown to Draper), Green (Airport to West Valley), and S-Line streetcar (Sugar House) lines.

UDOT - Utah Department of Transportation

Vanpool - A service provided by UTA where the agency provides the van and a group of 7-15 people with a similar commuting route provide the driver, bookkeeper, and passengers. The group can also be coordinated through the UTA website.

# Attachment 1: Capital Plan Detail

1 Introduction

1.1 Purpose of document

Utah Transit Authority Board of Trustees Policy No. 2.1 Financial Management requires the Executive Director to develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The plan must be fiscally constrained and maintain all assets in a State of Good Repair to protect the Authority's capital investments, maintain safety, and minimize future maintenance and replacement costs. Five-year forecasts help mitigate challenges of applying a one-year budget to multi-year projects and help in long-range budget planning, including setting of priorities.

1.2 Definition of Capital Projects

For the purpose of this document, capital projects include all construction, capital improvements, major equipment purchases, and other special projects requiring one or more expenditures totaling $25,000 or more. This includes projects that are partially or fully funded by outside sources (e.g. grants, state funds, local partners, etc.). Other requests under $25,000 should be included in departmental operating budgets.
Examples of capital projects include:

- New construction (new transit infrastructure, facilities, buildings, or major additions, including studies/design to support future project construction)
- Building repairs, renovations, demolition, or upgrades
- Major maintenance (capital renewal and deferred maintenance)
- Safety, ADA, or legal compliance construction projects
- Energy conservation improvements
- Grounds improvements
- Real estate acquisition or leasing
- Vehicles
- HVAC or reroofing projects
- Telecommunication and Information Technology systems (hardware and software)
- New or replacement equipment or furniture

2 Five-Year Capital Plan Development Process

The annual capital planning process results in a selection list of projects for the upcoming fiscal year capital budget and a forward-looking five-year capital plan. In general, the projects incorporated into the capital plan must reflect UTA's Strategic Plan and regional transit initiatives.

## 2.1 Project Requests

Project development was performed this year using a base budget approach where the capital budget development team met with project managers on an individual basis to understand their projects, their current status, and future financial needs. Only currently active projects were used during this initial base budget approach. Once this was complete, additional project requests could be submitted. These additional project requests were required for new projects or for existing projects where a core piece of the existing project may have changed.

New project requests were submitted for funding consideration. Proposed projects should meet a specific objective such as a mobility need or a State of Good Repair need or requirement and should be consistent with UTA's overall strategic plan and goals.

Project requests must include the overall project costs, yearly budget needs for the project development, and the long-term operating and maintenance costs, including State of Good Repair costs if applicable. Potential funding sources are also identified in the project request.

## 2.2 Project Prioritization

Completed project requests are compiled, prioritized, and discussed by Executives based on UTA's Strategic Goal and Objective outlined below:

- Previous Five-Year Plan alignment
- Legal and safety requirements
- Delivery potential
- Agency Goal: Moving Utahns to a Better Quality of Life
- Agency Goal: Exceeding Customer Expectations
- Agency Goal: Achieving Organizational Excellence
- Agency Goal: Building Community Support
- Agency Goal: Generating Critical Economic Return

The Executive team reviews the requests and weighs them against these agency priorities. Projects with lower priority may be reduced in scope or deferred to future years as needed. Once the project list is finalized, a draft five-year plan is submitted to the Executive team for review. Requests are trimmed as necessary to align with anticipated five-year funding resources, which are based on committed or reasonably foreseeable funding sources.

# 3 Proposed Capital Plan

## Overview

The 2026-2030 capital requests have been compiled into a new Five-Year Capital Plan. The plan includes year-by-year tables in year-of-expenditure dollars, along with five-year summaries by project type and funding source.

Attachment A provides the detailed list of projects proposed to be funded, including the annual and five-year

budget, anticipated funding contributions, and the required UTA funds for each project.

The proposed 2026 capital budget will be incorporated into UTA's overall 2026 annual budget. Any new or unforeseen needs that arise during the year will be addressed through budget adjustments or amendments as appropriate.

The capital plan and budget are organized and presented by the respective Chief Office, with projects grouped under the office responsible for their management.

Proposed 2026 Capital Plan Summary

| Chief Office | 2026 Total Budget | Grants | State/Local Partners | Financing | UTA Funds |
|---|---|---|---|---|---|
| Capital Serives | $ 276,763,000 | $ 88,086,000 | $ 55,324,000 | $ 83,999,000 | $ 49,354,000 |
| Enterprise Strategy | 17,051,000 | 4,160,000 | - | - | 12,891,000 |
| Executive Director (Safety) | 1,485,000 | - | - | - | 1,485,000 |
| Finance | 32,646,000 | 16,589,000 | 3,826,000 | - | 12,231,000 |
| Operations | 8,974,000 | 2,868,000 | - | - | 6,106,000 |
| People | 50,000 | - | - | - | 50,000 |
| Planning & Engagement | 2,244,000 | - | - | - | 2,244,000 |
| **Grand Total** | **$ 339,213,000** | **$ 111,703,000** | **$ 59,150,000** | **$ 83,999,000** | **$ 84,361,000** |

Proposed 2027 Capital Plan Summary

| Chief Office | 2027 Total Budget | Grants | State/Local Partners | Financing | UTA Funds |
|---|---|---|---|---|---|
| Capital Services | $ 219,471,000 | $ 78,076,000 | $ 41,536,000 | $ 65,471,000 | $ 34,388,000 |
| Enterprise Strategy | 2,555,000 | - | - | - | 2,555,000 |
| Executive Director (Safety) | 843,000 | - | - | - | 843,000 |
| Finance | 10,518,000 | 395,000 | - | - | 10,123,000 |
| Operations | 15,328,000 | 6,619,000 | - | - | 8,709,000 |
| People | - | - | - | - | - |
| Planning & Engagement | 1,509,000 | - | - | - | 1,509,000 |
| **Grand Total** | **$ 250,224,000** | **$ 85,090,000** | **$ 41,536,000** | **$ 65,471,000** | **$ 58,127,000** |

Proposed 2028 Capital Plan Summary

| Chief Office | 2028 Total Budget | Grants | State/Local Partners | Financing | UTA Funds |
|---|---|---|---|---|---|
| Capital Services | $ 180,425,000 | $ 64,457,000 | $ 9,651,000 | $ 77,645,000 | $ 28,672,000 |
| Enterprise Strategy | 3,435,000 | - | - | - | 3,435,000 |
| Executive Director (Safety) | 907,000 | - | - | - | 907,000 |
| Finance | 10,445,000 | 405,000 | - | - | 10,040,000 |
| Operations | 11,200,000 | 7,240,000 | - | - | 3,960,000 |
| People | - | - | - | - | - |
| Planning & Engagement | 1,520,000 | - | - | - | 1,520,000 |
| **Grand Total** | **$ 207,932,000** | **$ 72,102,000** | **$ 9,651,000** | **$ 77,645,000** | **$ 48,534,000** |

Proposed 2029 Capital Plan Summary

| Chief Office | 2029 Total Budget | Grants | State/Local Partners | Financing | UTA Funds |
|---|---|---|---|---|---|
| Capital Services | $ 142,615,000 | $ 38,617,000 | $ 5,888,000 | $ 70,337,000 | $ 27,773,000 |
| Enterprise Strategy | 2,875,000 | - | - | - | 2,875,000 |
| Executive Director (Safety) | 1,007,000 | - | - | - | 1,007,000 |
| Finance | 10,484,000 | 415,000 | - | - | 10,069,000 |
| Operations | 9,080,000 | 5,424,000 | - | - | 3,656,000 |
| People | - | - | - | - | - |
| Planning & Engagement | 1,445,000 | - | - | - | 1,445,000 |
| **Grand Total** | **$ 167,506,000** | **$ 44,456,000** | **$ 5,888,000** | **$ 70,337,000** | **$ 46,825,000** |

Proposed 2030 Capital Plan Summary

| Chief Office | 2030 Total Budget | Grants | State/Local Partners | Financing | UTA Funds |
|---|---|---|---|---|---|
| Capital Services | $ 81,694,000 | $ 27,061,000 | $ 2,872,000 | $ 31,051,000 | $ 20,710,000 |
| Enterprise Strategy | 3,150,000 | - | - | - | 3,150,000 |
| Executive Director (Safety) | 770,000 | - | - | - | 770,000 |
| Finance | 10,395,000 | 370,000 | - | - | 10,025,000 |
| Operations | 6,800,000 | 3,480,000 | - | - | 3,320,000 |
| People | - | - | - | - | - |
| Planning & Engagement | 1,445,000 | - | - | - | 1,445,000 |
| **Grand Total** | **$ 104,254,000** | **$ 30,911,000** | **$ 2,872,000** | **$ 31,051,000** | **$ 39,420,000** |

Proposed Five-Year Capital Plan Summary by Program Category

| Chief Office | 2026-2030 Total Budget | Grants | State/Local Partners | Financing | UTA Funds |
|---|---|---|---|---|---|
| Capital Serives | $ 900,968,000 | $ 296,297,000 | $ 115,271,000 | $ 328,503,000 | $ 160,897,000 |
| Enterprise Strategy | 29,066,000 | 4,160,000 | - | - | 24,906,000 |
| Executive Director (Safety) | 5,012,000 | - | - | - | 5,012,000 |
| Finance | 74,488,000 | 18,174,000 | 3,826,000 | - | 52,488,000 |
| Operations | 51,382,000 | 25,631,000 | - | - | 25,751,000 |
| People | 50,000 | - | - | - | 50,000 |
| Planning & Engagement | 8,163,000 | - | - | - | 8,163,000 |
| **Grand Total** | **$ 1,069,129,000** | **$ 344,262,000** | **$ 119,097,000** | **$ 328,503,000** | **$ 277,267,000** |

Proposed Five-Year Capital Plan Summary by Year

| Year | Total Budget | Grants | State/Local Partners | Financing | UTA Funds |
|---|---|---|---|---|---|
| 2026 | $ 339,213,000 | $ 111,703,000 | $ 59,150,000 | $ 83,999,000 | $ 84,361,000 |
| 2027 | 250,224,000 | 85,090,000 | 41,536,000 | 65,471,000 | 58,127,000 |
| 2028 | 207,932,000 | 72,102,000 | 9,651,000 | 77,645,000 | 48,534,000 |
| 2029 | 167,506,000 | 44,456,000 | 5,888,000 | 70,337,000 | 46,825,000 |
| 2030 | 104,254,000 | 30,911,000 | 2,872,000 | 31,051,000 | 39,420,000 |
| **Total** | **$ 1,069,129,000** | **$ 344,262,000** | **$ 119,097,000** | **$ 328,503,000** | **$ 277,267,000** |

4 Five-Year Capital Plans

The five-year capital plan will be updated annually. Cost estimates and potential funding sources for projects are more accurate the closer they are to the year of expenditure; therefore, in addition to including new project requests each year, the plan will be updated as necessary to adjust project costs and years of expenditure as they become more refined for each project. Funding sources and amounts will also be updated as they become more certain.

Approval of the five-year capital plan will authorize the Agency to enter into contracts for those projects that are multi-year in nature.

This five-year capital plan will inform the ongoing updates to regional transportation plans and associated implementation funding plans prepared by the metropolitan planning organizations within UTA's service area.

4.1 UTA/UDOT Coordination

The Utah Legislature has taken significant steps to strengthen the State's role in delivering major transit investments. In 2022, House Bill 322 designated the Utah Department of Transportation (UDOT) as the lead agency for delivering fixed guideway projects using state funds. This partnership was further reinforced in 2025 with the passage of Senate Bill 174, which designated UDOT as the lead agency for delivering fixed guideway projects regardless of funding source. UTA and UDOT continue to collaborate closely on high-impact projects, as demonstrated in the list of projects below.

1) FrontRunner 2X
    a. Double tracking of UTA's FrontRunner system to increase overall capacity and frequency of this service
2) Point of Mountain Improvements
    a. Tied to FrontRunner 2X; includes a new station and double tracking in the Bluffdale area
3) S-Line Extension
    a. Extension of the Sugarhouse Streetcar line going up to Highland Drive

4) Mid-Valley Connector (Midvalley Express, MVX)
    a. Service route going from Murray Central Station to West Valley Central Station
5) FrontRunner South Extension
    a. Early efforts relating to a FrontRunner extension going from Provo to Payson
6) Sharpe/Tintic Rail Corridor Connection
    a. Connection between two existing rail corridors that would facilitate a future FrontRunner extension from Provo to Payson
7) TechLink
    a. Future light rail system improvements around downtown Salt Lake City and University of Utah area

Conclusion

The details of the UTA 2026-2030 Five-Year Capital Plan are presented in the attached tables.

# 2026-2030 Five Year Capital Plan

| Sum of Total Budget- Rounded | Column Labels | | | | | |
|---|---|---|---|---|---|---|
| Office/Projects | 2026 | 2027 | 2028 | 2029 | 2030 | Grand Total |
| Capital Services | 276,763,000 | 219,471,000 | 180,425,000 | 142,615,000 | 81,694,000 | 900,968,000 |
| FMA516 - Corridor Fencing | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 250,000 |
| FMA679 - Building Remodels/Reconfigurations | 1,190,000 | 1,040,000 | 540,000 | 500,000 | 500,000 | 3,770,000 |
| FMA680 - Suicide Prevention Research Project | - | - | - | - | - | - |
| FMA687 - Layton Station Improvements | - | - | - | - | - | - |
| FMA688 - Lab Building FLHQ Demolition/Parking Lot | 375,000 | - | - | - | - | 375,000 |
| FMA690 - Facility Program Development & Design | 150,000 | - | - | - | - | 150,000 |
| FMA693 - Meadowbrook Bus Charging Infrastructure | 2,336,000 | - | - | - | - | 2,336,000 |
| FMA694 - Electric Bus Chargers | 20,000 | - | - | - | - | 20,000 |
| FMA695 - Facility Program | - | - | - | - | - | - |
| FMA696 - Ogden Fueling System Replacement | 2,010,000 | - | - | - | - | 2,010,000 |
| FMA697 - Facility Strategic Plan: Fire Alarm Systems Remediation | 1,199,000 | - | - | - | - | 1,199,000 |
| FMA698 - Midvale RSC Operations work space and amenity remodel | - | 589,000 | - | - | - | 589,000 |
| FMA699 - Facility Strategic Plan: Electrical Systems Remediation | 1,395,000 | 3,008,000 | 3,008,000 | 1,613,000 | - | 9,024,000 |
| FMA700 - Elevator Replacements- Farmington Station | - | 50,000 | 600,000 | - | - | 650,000 |
| FMA701 - Escalators Replacement- North Temple Station | 400,000 | 4,250,000 | - | - | - | 4,650,000 |
| FMA702 - Aboveground Storage Tanks Product Lines Replacement | 320,000 | - | - | - | - | 320,000 |
| MSP132 - Internal Project Control System Tech Support | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 175,000 |
| MSP140 - Box Elder County Corridor Preservation | 1,000,000 | 1,000,000 | 500,000 | - | - | 2,500,000 |
| MSP156 - Prop 1 Davis County Bus Stop Improvements | 100,000 | - | - | - | - | 100,000 |
| MSP185 - OGX BRT | 3,500,000 | - | - | - | - | 3,500,000 |
| MSP189 - Signal Pre-emption Projects w/UDOT | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 1,500,000 |
| MSP193 - Weber County Corridor Preservation | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 | - | 4,800,000 |
| MSP202 - (Grant Dependent) Davis-SLC Community Connector | 5,000,000 | 21,618,000 | 4,860,000 | 1,415,000 | 94,000 | 32,987,000 |
| MSP205 - TIGER Program of Projects | - | - | - | - | - | - |
| MSP207 - 3300/3500 South Bus Stop and Transit Signal Priority Optimization | - | - | - | - | - | - |
| MSP208 - Clearfield FrontRunner Station Trail | 200,000 | - | - | - | - | 200,000 |
| MSP215 - Sharp/Tintic Rail Corridor Connection | 1,500,000 | 70,000 | 70,000 | - | - | 1,640,000 |
| MSP216 - Point of the Mountain Transit | 231,000 | 200,000 | 200,000 | 200,000 | 2,102,000 | 2,933,000 |
| MSP224 - Utah County ADA Bus Stop Improvements | - | - | - | - | - | - |
| MSP229 - Salt Lake County Bus Stop Improvements/Construction | 511,000 | 511,000 | 10,000 | 10,000 | 10,000 | 1,052,000 |
| MSP248 - Planning & Environmental Analysis | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 1,500,000 |
| MSP252 - FrontRunner 2X | 6,856,000 | 8,156,000 | 2,693,000 | 2,693,000 | - | 20,398,000 |
| MSP253 - MVX BRT | 31,715,000 | 3,681,000 | - | - | - | 35,396,000 |
| MSP254 - TRAX Orange Line Implementation and Red Line Realignment | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 500,000 |
| MSP255 - Central Corridor | - | - | - | - | - | - |
| MSP258 - Mt Ogden Administration Building | 11,062,000 | 15,500,000 | 2,738,000 | - | - | 29,300,000 |
| MSP259 - S-Line Extension | 30,086,000 | 1,285,000 | - | - | - | 31,371,000 |
| MSP260 - 5600 West Bus Route | 3,200,000 | 17,000,000 | 1,500,000 | - | - | 21,700,000 |
| MSP262 - Salt Lake Central Headquarters & Station Redevelopment | 760,000 | - | - | - | - | 760,000 |
| MSP263 - Transit Oriented Development Working Capital | 1,662,000 | 688,000 | 688,000 | 688,000 | 688,000 | 4,414,000 |
| MSP264 - FrontRunner South Extension | 2,300,000 | 300,000 | 300,000 | 300,000 | - | 3,200,000 |
| MSP265 - Program Management Support | 4,000,000 | 3,730,000 | 3,730,000 | 3,730,000 | 3,730,000 | 18,920,000 |
| MSP267 - New Maintenance Training Facility | 7,250,000 | - | - | - | - | 7,250,000 |

# 2026-2030 Five Year Capital Plan

| Sum of Total Budget- Rounded | Column Labels | | | | | |
|---|---|---|---|---|---|---|
| Office/Projects | 2026 | 2027 | 2028 | 2029 | 2030 | Grand Total |
| MSP271 - Maintenance of Way Department Training Yard | 2,500,000 | - | - | - | - | 2,500,000 |
| MSP272 - TRAX Operational Simulator | - | - | - | - | - | - |
| MSP275 - Station Area Planning | 675,000 | - | - | - | - | 675,000 |
| MSP286 - Utah County Park & Ride Lots (x2) | 3,200,000 | - | - | - | - | 3,200,000 |
| MSP287 - UVX BRT 900 East Station | 212,000 | - | - | - | - | 212,000 |
| MSP288 - Sustainability Project Pool | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 500,000 |
| MSP293 - FrontRunner Shepard Lane Betterment | - | - | - | - | - | - |
| MSP300 - New TRAX platform in South Jordan | - | - | - | - | - | - |
| MSP301 - Federal 5339 Grant Program- Bus Stop Construction | 2,440,000 | - | - | - | - | 2,440,000 |
| MSP312 - FrontRunner 2X - The Point Improvements | 300,000 | 300,000 | - | 300,000 | 300,000 | 1,200,000 |
| MSP320 - TRAX Forward | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 500,000 |
| MSP324 - Bus Stop Amenities | 400,000 | 1,600,000 | 410,000 | 10,000 | 10,000 | 2,430,000 |
| MSP325 - 200 South-Phase III-Transit Signal Priority | 1,285,000 | 2,785,000 | 428,000 | - | - | 4,498,000 |
| MSP326 - (Grant Dependent) Bus Charger at Orange Street and Wasatch & 3900 S | - | - | - | 11,000 | 87,000 | 98,000 |
| MSP327 - (Grant Dependent) Bus Charger at Farmington Station or Ogden Station | - | - | - | 11,000 | 94,000 | 105,000 |
| MSP328 - (Grant Dependent) Salt Lake or West Valley On Route Bus Chargers | 9,000 | 100,000 | - | - | - | 109,000 |
| REV205 - Replacement Non-Revenue Support Vehicles | 2,000,000 | 2,000,000 | 2,000,000 | 2,500,000 | 2,000,000 | 10,500,000 |
| REV209 - Paratransit Bus Replacement | 16,634,000 | 9,002,000 | 8,140,000 | - | - | 33,776,000 |
| REV211 - Revenue Bus Replacement | 16,580,000 | 24,857,000 | 13,888,000 | 25,640,000 | 22,861,000 | 103,826,000 |
| REV224 - Bus Overhaul | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 10,000,000 |
| REV232 - Van Pool Vehicle Replacements | 1,600,000 | 1,600,000 | 1,600,000 | 1,600,000 | 1,600,000 | 8,000,000 |
| REV236 - Volkswagen Settlement Battery Buses | - | - | - | - | - | - |
| REV238 - SD100/SD160 Light Rail Vehicle Replacement | 54,322,000 | 18,830,000 | 68,153,000 | 40,697,000 | 4,690,000 | 186,692,000 |
| REV241 - Non-Revenue Vehicle Ancillary Equipment (Trailers, etc.) | 150,000 | 100,000 | 100,000 | 100,000 | 100,000 | 550,000 |
| REV242 - Non-Revenue Specialty Vehicle Replacement | 500,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 4,500,000 |
| REV243 - Low/No CNG Bus Procurement | 1,000 | 21,309,000 | - | - | - | 21,310,000 |
| REV244 - (Grant Dependent) Clean Diesel Bus Purchase- 2025 5339b Grant | - | - | 1,000 | 3,406,000 | - | 3,407,000 |
| REV245 - (Grant Dependent) CNG Bus Purchase- 2025 5339b Grant | 1,050,000 | 1,200,000 | 1,050,000 | - | - | 3,300,000 |
| SGR040 - Light Rail Vehicle Overhaul Program | 10,500,000 | 8,919,000 | 6,801,000 | 3,661,000 | 2,000,000 | 31,881,000 |
| SGR047 - Light Rail Stray Current Control | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 2,500,000 |
| SGR353 - Locomotive Engine Overhaul | 2,800,000 | - | - | - | - | 2,800,000 |
| SGR359 - Bridge Rehabilitation & Maintenance | 440,000 | 460,000 | 500,000 | 520,000 | 540,000 | 2,460,000 |
| SGR370 - Red Signal Enforcement | - | - | - | - | - | - |
| SGR385 - Rail Replacement Program | 6,250,000 | 2,250,000 | 3,250,000 | 5,100,000 | 1,250,000 | 18,100,000 |
| SGR390 - Jordan River #2 Remodel | 50,000 | - | - | - | - | 50,000 |
| SGR391 - Commuter Rail Vehicle Rehab | 3,000,000 | 8,500,000 | 20,000,000 | 15,000,000 | 15,000,000 | 61,500,000 |
| SGR393 - Grade Crossing Replacement Program | 2,000,000 | 2,500,000 | 2,500,000 | 2,500,000 | 2,500,000 | 12,000,000 |
| SGR397 - Traction Power Substation Component Replacement | 1,000,000 | - | - | - | - | 1,000,000 |
| SGR398 - Overhead Catenary System Rehab and Replacement | 4,462,000 | 2,000,000 | 3,625,000 | 5,000,000 | 2,500,000 | 17,587,000 |
| SGR401 - Ballast and Tie replacement | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 1,500,000 |
| SGR403 - Train Control Rehab & Replacement | 6,500,000 | 6,500,000 | 6,500,000 | 6,500,000 | 6,000,000 | 32,000,000 |
| SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement | 2,500,000 | 5,600,000 | 6,700,000 | 6,900,000 | 3,300,000 | 25,000,000 |
| SGR407 - Bus Stop Enhancements for ADA-compliance | 2,590,000 | 3,160,000 | 1,572,000 | 1,565,000 | 1,818,000 | 10,705,000 |
| SGR408 - UTA End of Line (EOL) Enhancements | 1,115,000 | 1,600,000 | 585,000 | 585,000 | 550,000 | 4,435,000 |

# 2026-2030 Five Year Capital Plan

| Sum of Total Budget- Rounded | Column Labels | | | | | |
|---|---|---|---|---|---|---|
| Office/Projects | 2026 | 2027 | 2028 | 2029 | 2030 | Grand Total |
| SGR409 - UTA Operator Restrooms | 1,555,000 | 2,656,000 | 1,920,000 | 1,885,000 | 1,885,000 | 9,901,000 |
| SGR410 - Wayside Fiber Rehab/Replacement | 700,000 | 682,000 | 680,000 | 690,000 | 700,000 | 3,452,000 |
| SGR411 - Farmington Station Ped Bridge Repairs | - | - | - | - | - | - |
| SGR412 - Power Control Cabinet Replacement Project | 1,900,000 | - | - | - | - | 1,900,000 |
| SGR413 - Traction Power Substation Building Rehab | 100,000 | 1,000,000 | - | - | - | 1,100,000 |
| SGR414 - Rail Grinding | - | 1,300,000 | 2,600,000 | 1,300,000 | - | 5,200,000 |
| SGR415 - Wheel-Rail Interface (WRIS) and System Rail Grinding Criteria Development | 130,000 | - | - | - | - | 130,000 |
| Enterprise Strategy | 17,051,000 | 2,555,000 | 3,435,000 | 2,875,000 | 3,150,000 | 29,066,000 |
| ICI001 - Passenger Station Information Sign Replacement | 1,350,000 | - | - | - | - | 1,350,000 |
| ICI146 - FrontRunner WiFi Enhancements | - | - | - | - | - | - |
| ICI173 - JDE System Enhancements | 50,000 | 50,000 | 50,000 | - | - | 150,000 |
| ICI179 - Network Infrastructure Equipment & Software | 1,200,000 | 800,000 | 500,000 | 500,000 | 500,000 | 3,500,000 |
| ICI186 - In-House Application Development | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 750,000 |
| ICI197 - SGR for Bus Communications On-Board Technology | - | - | - | - | - | - |
| ICI198 - Information and Cybersecurity Program | 475,000 | 150,000 | 260,000 | 495,000 | 550,000 | 1,930,000 |
| ICI199 - Rail Communication Onboard Tech | - | - | - | - | - | - |
| ICI201 - Server, Storage Infrastructure Equipment & Software | 500,000 | 300,000 | 1,600,000 | 880,000 | 1,100,000 | 4,380,000 |
| ICI202 - Radio Communication Infrastructure | - | - | - | - | - | - |
| ICI214 - Rail Car Automatic Passenger Counter Replacement | 1,750,000 | - | - | - | - | 1,750,000 |
| ICI224 - JDE 9.2 Applications Upgrade UNx | - | - | - | - | - | - |
| ICI226 - Radio Communication System | 5,200,000 | - | - | - | - | 5,200,000 |
| ICI230 - EAM/WM/RISC (Trapeze) | 5,356,000 | 180,000 | - | - | - | 5,536,000 |
| ICI232 - Trapeze PassWeb for Special Services | 145,000 | 100,000 | - | - | - | 245,000 |
| ICI233 - Technology Systems- State of Good Repair | 175,000 | 125,000 | 175,000 | 150,000 | 150,000 | 775,000 |
| ICI235 - ERP System Replacement Phase 2: Procurement | - | - | - | - | - | - |
| ICI236 - Electronic Communication System Rehab/Replacement | 700,000 | 700,000 | 700,000 | 700,000 | 700,000 | 3,500,000 |
| Executive Director (Safety) | 1,485,000 | 843,000 | 907,000 | 1,007,000 | 770,000 | 5,012,000 |
| FMA604 - Safety General Projects | 120,000 | 120,000 | 120,000 | 120,000 | 120,000 | 600,000 |
| FMA645 - Security Camera Sustainability | 645,000 | 636,000 | 500,000 | 600,000 | 650,000 | 3,031,000 |
| FMA658 - Bus Replacement Camera System | 620,000 | - | - | - | - | 620,000 |
| FMA681 - Electrical Arc Flash Hazard Analysis | - | 87,000 | 287,000 | 287,000 | - | 661,000 |
| ICI229 - TRAX and FrontRunner Vehicle Camera Installation | 100,000 | - | - | - | - | 100,000 |
| Finance | 32,646,000 | 10,518,000 | 10,445,000 | 10,484,000 | 10,395,000 | 74,488,000 |
| CDA006 - Coordinated Mobility 5310 Grant Administration All Funding Years | 322,000 | 332,000 | 342,000 | 352,000 | 370,000 | 1,718,000 |
| FMA686 - Warehouse Equipment Rehab and Replacement | 65,000 | 123,000 | 40,000 | 69,000 | 25,000 | 322,000 |
| ICI213 - eVoucher Phase 2 | - | - | - | - | - | - |
| ICI222 - Fares Systems Replacement Program | 10,209,000 | - | - | - | - | 10,209,000 |
| ICI234 - Coordinated Mobility IT Support | 63,000 | 63,000 | 63,000 | 63,000 | - | 252,000 |
| MSP222 - Coordinated Mobility Grant 5310- FFY 2018 20-1903 P/O 5310 | | | - | | | - |
| MSP276 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2022 UT-20 | 100,000 | - | - | - | - | 100,000 |
| MSP277 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2022 UT-2023-026 | 275,000 | - | - | - | - | 275,000 |
| MSP278 - Coordinated Mobility 5310 Grant-Provo/Orem FFY 2022 UT-2023-024 | 175,000 | - | - | - | - | 175,000 |
| MSP279 - Coordinated Mobility 5310 Grant-Ogden/Layton FFY 2021 UT-2023-013 | 20,000 | - | - | - | - | 20,000 |

# 2026-2030 Five Year Capital Plan

| Sum of Total Budget- Rounded | Column Labels | | | | | |
|---|---|---|---|---|---|---|
| Office/Projects | 2026 | 2027 | 2028 | 2029 | 2030 | Grand Total |
| MSP280 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2021 UT-20 | 105,000 | - | - | - | - | 105,000 |
| MSP281 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2021 UT-2023-023 | 5,000 | - | - | - | - | 5,000 |
| MSP299 - Coordinated Mobility 5310 Grant- FFY 2019/2020 UT-2021-009-01 P/O | 15,000 | - | - | - | - | 15,000 |
| MSP302 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2024 UT-2025-004 | 900,000 | - | - | - | - | 900,000 |
| MSP303 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2023 UT-2024-018 | 320,000 | - | - | - | - | 320,000 |
| MSP304 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2023 UT-2024-019 | 450,000 | - | - | - | - | 450,000 |
| MSP305 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2023 UT-2025-003 | 1,303,000 | - | - | - | - | 1,303,000 |
| MSP306 - Coordinated Mobility 5310 Grant- All Areas FFY 2026 | 3,360,000 | - | - | - | - | 3,360,000 |
| MSP307 - Coordinated Mobility 5310 Grant- All Areas FFY 2025 | 3,262,000 | - | - | - | - | 3,262,000 |
| MSP308 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2024 UT-2025-001 | 1,054,000 | - | - | - | - | 1,054,000 |
| MSP309 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2024 UT-2025-005 | 643,000 | - | - | - | - | 643,000 |
| MSP999 - Capital Contingency | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 25,000,000 |
| REV239 - HB322 Future Rail Car Purchase Payment | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 25,000,000 |
| Operations | 8,974,000 | 15,328,000 | 11,200,000 | 9,080,000 | 6,800,000 | 51,382,000 |
| FMA543 - Police Vehicle Replacement/Expansion | 1,138,000 | 1,172,000 | 725,000 | 730,000 | 1,000,000 | 4,765,000 |
| FMA652 - Facilities Equipment Replacement | 2,000,000 | 2,000,000 | 2,000,000 | 800,000 | 800,000 | 7,600,000 |
| FMA653 - Facilities Rehab/Replacement | 1,253,000 | 890,000 | 1,025,000 | 720,000 | 670,000 | 4,558,000 |
| FMA672 - Park & Ride Rehab/Replacement | 480,000 | 480,000 | 480,000 | 480,000 | 480,000 | 2,400,000 |
| FMA673 - Stations and Platforms Rehab/Replacement | 560,000 | 495,000 | 500,000 | 300,000 | 500,000 | 2,355,000 |
| FMA684 - Police Equipment | 275,000 | 275,000 | 475,000 | 350,000 | 350,000 | 1,725,000 |
| FMA685 - Wheel Truing Machine- Jordan River Service Center | 233,000 | 1,977,000 | - | - | - | 2,210,000 |
| FMA689 - New Bid Trailer for Meadowbrook Building 7 | - | - | - | - | - | - |
| FMA691 - FuelMaster Installation at Meadowbrook and Mt Ogden | - | - | - | - | - | - |
| FMA703 - Police Records Management System/Computer Aided Dispatch System Repl | 5,000 | 2,100,000 | - | - | - | 2,105,000 |
| FMA704 - Mt Ogden Maintenance Building Floor Restoration | - | 939,000 | - | - | - | 939,000 |
| MSP210 - FrontRunner Bike Rack project | - | - | - | - | - | - |
| SGR386 - Light Rail Vehicle Accident Repair- Vehicles 1137 & 1122 | 1,600,000 | 600,000 | - | - | - | 2,200,000 |
| SGR416 - Light Rail Vehicle Collision Avoidance System | 150,000 | 2,850,000 | 5,850,000 | 5,700,000 | 3,000,000 | 17,550,000 |
| SGR417 - Light Rail Vehicle Accident Repair- Vehicle 1168 | 1,280,000 | 1,550,000 | 145,000 | - | - | 2,975,000 |
| People | 50,000 | - | - | - | - | 50,000 |
| FMA705 - HEP Training Engine Power Bank for Maintenance Training | 50,000 | - | - | - | - | 50,000 |
| ICI228 - Human Resource Information System Implementation | - | - | - | - | - | - |
| MSP310 - Bus Operations Training Simulator | - | - | - | - | - | - |
| MSP318 - Maintenance of Way Apprenticeship & Training | - | - | - | - | - | - |
| Planning & Engagement | 2,244,000 | 1,509,000 | 1,520,000 | 1,445,000 | 1,445,000 | 8,163,000 |
| MSP198 - Customer Experience and Wayfinding Plan | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 | 3,000,000 |
| MSP268 - Optical Detection Next Steps | - | - | - | - | - | - |
| MSP270 - Transit Signal Priority On Board Units (TOBU) Project | 933,000 | 445,000 | 445,000 | 445,000 | 445,000 | 2,713,000 |
| MSP285 - Bus Speed and Reliability Program (BSRP) | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 500,000 |
| MSP294 - Planning Studies | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 1,500,000 |
| MSP314 - Capital and project development expenses for IMS services | - | - | - | - | - | - |
| MSP329 - (Grant Dependent) Bus scanning safety project | 11,000 | 64,000 | 75,000 | - | - | 150,000 |
| MSP330 - 2026 Microtransit Vehicle Upfitting | 300,000 | - | - | - | - | 300,000 |
| REV234 - Tooele County Microtransit & Vehicle Electrification | - | - | - | - | - | - |

# 2026-2030 Five Year Capital Plan

| Sum of Total Budget- Rounded | Column Labels | | | | | |
|---|---|---|---|---|---|---|
| Office/Projects | 2026 | 2027 | 2028 | 2029 | 2030 | Grand Total |
| **Grand Total** | **339,213,000** | **250,224,000** | **207,932,000** | **167,506,000** | **104,254,000** | **1,069,129,000** |

# UTA 2026-2030 Five Year Plan - Capital Sources

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| Capital Services | 900,968,000 | 169,704,000 | 296,297,000 | 158,799,000 | 30,664,000 | 61,080,000 | 23,527,000 | 160,897,000 |
| FMA516 - Corridor Fencing | 250,000 | - | - | - | - | - | - | 250,000 |
| FMA679 - Building Remodels/Reconfigurations | 3,770,000 | - | - | - | - | - | - | 3,770,000 |
| FMA680 - Suicide Prevention Research Project | - | - | - | - | - | - | - | - |
| FMA687 - Layton Station Improvements | - | - | - | - | - | - | - | - |
| FMA688 - Lab Building FLHQ Demolition/Parking Lot | 375,000 | - | - | - | - | - | - | 375,000 |
| FMA690 - Facility Program Development & Design | 150,000 | - | - | - | - | - | - | 150,000 |
| FMA693 - Meadowbrook Bus Charging Infrastructure | 2,336,000 | - | - | - | - | - | - | 2,336,000 |
| FMA694 - Electric Bus Chargers | 20,000 | - | - | - | - | - | - | 20,000 |
| FMA695 - Facility Program | - | - | - | - | - | - | - | - |
| FMA696 - Ogden Fueling System Replacement | 2,010,000 | - | 1,540,000 | - | - | - | - | 470,000 |
| FMA697 - Facility Strategic Plan: Fire Alarm Systems Remediation | 1,199,000 | - | 959,000 | - | - | - | - | 240,000 |
| FMA698 - Midvale RSC Operations work space and amenity remodel | 589,000 | - | - | - | - | - | - | 589,000 |
| FMA699 - Facility Strategic Plan: Electrical Systems Remediation | 9,024,000 | - | 7,218,000 | - | - | - | - | 1,806,000 |
| FMA700 - Elevator Replacements- Farmington Station | 650,000 | - | 520,000 | - | - | - | - | 130,000 |
| FMA701 - Escalators Replacement- North Temple Station | 4,650,000 | - | 900,000 | - | - | - | - | 3,750,000 |
| FMA702 - Aboveground Storage Tanks Product Lines Replacement | 320,000 | - | 256,000 | - | - | - | - | 64,000 |
| MSP132 - Internal Project Control System Tech Support | 175,000 | - | - | - | - | - | - | 175,000 |
| MSP140 - Box Elder County Corridor Preservation | 2,500,000 | - | - | - | - | - | 2,500,000 | - |
| MSP156 - Prop 1 Davis County Bus Stop Improvements | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP185 - OGX BRT | 3,500,000 | - | 3,255,000 | - | - | - | - | 245,000 |
| MSP189 - Signal Pre-emption Projects w/UDOT | 1,500,000 | - | - | - | 1,500,000 | - | - | - |
| MSP193 - Weber County Corridor Preservation | 4,800,000 | - | 1,200,000 | - | - | - | 3,600,000 | - |
| MSP202 - (Grant Dependent) Davis-SLC Community Connector | 32,987,000 | - | 6,500,000 | - | - | 18,000,000 | 7,498,000 | 989,000 |
| MSP205 - TIGER Program of Projects | - | - | - | - | - | - | - | - |
| MSP207 - 3300/3500 South Bus Stop and Transit Signal Priority Optimization | - | - | - | - | - | - | - | - |
| MSP208 - Clearfield FrontRunner Station Trail | 200,000 | - | - | - | - | - | - | 200,000 |
| MSP215 - Sharp/Tintic Rail Corridor Connection | 1,640,000 | - | - | - | - | - | - | 1,640,000 |
| MSP216 - Point of the Mountain Transit | 2,933,000 | - | - | - | - | 2,933,000 | - | - |
| MSP224 - Utah County ADA Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP229 - Salt Lake County Bus Stop Improvements/Construction | 1,052,000 | - | - | - | - | - | - | 1,052,000 |
| MSP248 - Planning & Environmental Analysis | 1,500,000 | - | - | - | - | - | - | 1,500,000 |
| MSP252 - FrontRunner 2X | 20,398,000 | - | - | - | 20,398,000 | - | - | - |
| MSP253 - MVX BRT | 35,396,000 | - | 21,292,000 | - | 3,615,000 | 10,489,000 | - | - |
| MSP254 - TRAX Orange Line Implementation and Red Line Realignment | 500,000 | - | - | - | 500,000 | - | - | - |
| MSP255 - Central Corridor | - | - | - | - | - | - | - | - |
| MSP258 - Mt Ogden Administration Building | 29,300,000 | 21,512,000 | 7,788,000 | - | - | - | - | - |
| MSP259 - S-Line Extension | 31,371,000 | - | - | - | 3,451,000 | 18,133,000 | 6,031,000 | 3,756,000 |
| MSP260 - 5600 West Bus Route | 21,700,000 | - | 11,975,000 | - | - | 9,725,000 | - | - |
| MSP262 - Salt Lake Central Headquarters & Station Redevelopment | 760,000 | - | - | - | - | - | - | 760,000 |
| MSP263 - Transit Oriented Development Working Capital | 4,414,000 | - | - | - | - | - | - | 4,414,000 |
| MSP264 - FrontRunner South Extension | 3,200,000 | - | - | - | - | 1,800,000 | 1,400,000 | - |
| MSP265 - Program Management Support | 18,920,000 | - | - | - | - | - | - | 18,920,000 |
| MSP267 - New Maintenance Training Facility | 7,250,000 | - | - | - | - | - | - | 7,250,000 |
| MSP271 - Maintenance of Way Department Training Yard | 2,500,000 | - | - | - | - | - | - | 2,500,000 |
| MSP272 - TRAX Operational Simulator | - | - | - | - | - | - | - | - |
| MSP275 - Station Area Planning | 675,000 | - | 540,000 | - | - | - | - | 135,000 |
| MSP286 - Utah County Park & Ride Lots (x2) | 3,200,000 | - | 2,976,000 | - | - | - | - | 224,000 |
| MSP287 - UVX BRT 900 East Station | 212,000 | - | 197,000 | - | - | - | - | 15,000 |
| MSP288 - Sustainability Project Pool | 500,000 | - | - | - | - | - | - | 500,000 |
| MSP293 - FrontRunner Shepard Lane Betterment | - | - | - | - | - | - | - | - |
| MSP300 - New TRAX platform in South Jordan | - | - | - | - | - | - | - | - |

# UTA 2026-2030 Five Year Plan - Capital Sources

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP301 - Federal 5339 Grant Program- Bus Stop Construction | 2,440,000 | - | - | - | - | - | - | 2,440,000 |
| MSP312 - FrontRunner 2X - The Point Improvements | 1,200,000 | - | - | - | 1,200,000 | - | - | - |
| MSP320 - TRAX Forward | 500,000 | - | - | - | - | - | - | 500,000 |
| MSP324 - Bus Stop Amenities | 2,430,000 | - | - | - | - | - | - | 2,430,000 |
| MSP325 - 200 South-Phase III-Transit Signal Priority | 4,498,000 | - | 2,000,000 | - | - | - | 2,498,000 | - |
| MSP326 - (Grant Dependent) Bus Charger at Orange Street and Wasatch & 3900 | 98,000 | - | - | - | - | - | - | 98,000 |
| MSP327 - (Grant Dependent) Bus Charger at Farmington Station or Ogden Statio | 105,000 | - | - | - | - | - | - | 105,000 |
| MSP328 - (Grant Dependent) Salt Lake or West Valley On Route Bus Chargers | 109,000 | - | - | - | - | - | - | 109,000 |
| REV205 - Replacement Non-Revenue Support Vehicles | 10,500,000 | - | - | 10,500,000 | - | - | - | - |
| REV209 - Paratransit Bus Replacement | 33,776,000 | - | - | 33,776,000 | - | - | - | - |
| REV211 - Revenue Bus Replacement | 103,826,000 | - | - | 103,326,000 | - | - | - | 500,000 |
| REV224 - Bus Overhaul | 10,000,000 | - | - | - | - | - | - | 10,000,000 |
| REV232 - Van Pool Vehicle Replacements | 8,000,000 | - | - | 8,000,000 | - | - | - | - |
| REV236 - Volkswagen Settlement Battery Buses | - | - | - | - | - | - | - | - |
| REV238 - SD100/SD160 Light Rail Vehicle Replacement | 186,692,000 | 148,192,000 | 38,500,000 | - | - | - | - | - |
| REV241 - Non-Revenue Vehicle Ancillary Equipment (Trailers, etc.) | 550,000 | - | - | - | - | - | - | 550,000 |
| REV242 - Non-Revenue Specialty Vehicle Replacement | 4,500,000 | - | - | - | - | - | - | 4,500,000 |
| REV243 - Low/No CNG Bus Procurement | 21,310,000 | - | 18,112,000 | 3,197,000 | - | - | - | 1,000 |
| REV244 - (Grant Dependent) Clean Diesel Bus Purchase- 2025 5339b Grant | 3,407,000 | - | - | - | - | - | - | 3,407,000 |
| REV245 - (Grant Dependent) CNG Bus Purchase- 2025 5339b Grant | 3,300,000 | - | - | - | - | - | - | 3,300,000 |
| SGR040 - Light Rail Vehicle Overhaul Program | 31,881,000 | - | 25,505,000 | - | - | - | - | 6,376,000 |
| SGR047 - Light Rail Stray Current Control | 2,500,000 | - | - | - | - | - | - | 2,500,000 |
| SGR353 - Locomotive Engine Overhaul | 2,800,000 | - | 2,604,000 | - | - | - | - | 196,000 |
| SGR359 - Bridge Rehabilitation & Maintenance | 2,460,000 | - | - | - | - | - | - | 2,460,000 |
| SGR370 - Red Signal Enforcement | - | - | - | - | - | - | - | - |
| SGR385 - Rail Replacement Program | 18,100,000 | - | 14,480,000 | - | - | - | - | 3,620,000 |
| SGR390 - Jordan River #2 Remodel | 50,000 | - | - | - | - | - | - | 50,000 |
| SGR391 - Commuter Rail Vehicle Rehab | 61,500,000 | - | 49,200,000 | - | - | - | - | 12,300,000 |
| SGR393 - Grade Crossing Replacement Program | 12,000,000 | - | 9,600,000 | - | - | - | - | 2,400,000 |
| SGR397 - Traction Power Substation Component Replacement | 1,000,000 | - | 800,000 | - | - | - | - | 200,000 |
| SGR398 - Overhead Catenary System Rehab and Replacement | 17,587,000 | - | 14,070,000 | - | - | - | - | 3,517,000 |
| SGR401 - Ballast and Tie replacement | 1,500,000 | - | - | - | - | - | - | 1,500,000 |
| SGR403 - Train Control Rehab & Replacement | 32,000,000 | - | 25,600,000 | - | - | - | - | 6,400,000 |
| SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement | 25,000,000 | - | 20,000,000 | - | - | - | - | 5,000,000 |
| SGR407 - Bus Stop Enhancements for ADA-compliance | 10,705,000 | - | - | - | - | - | - | 10,705,000 |
| SGR408 - UTA End of Line (EOL) Enhancements | 4,435,000 | - | 3,548,000 | - | - | - | - | 887,000 |
| SGR409 - UTA Operator Restrooms | 9,901,000 | - | - | - | - | - | - | 9,901,000 |
| SGR410 - Wayside Fiber Rehab/Replacement | 3,452,000 | - | 2,762,000 | - | - | - | - | 690,000 |
| SGR411 - Farmington Station Ped Bridge Repairs | - | - | - | - | - | - | - | - |
| SGR412 - Power Control Cabinet Replacement Project | 1,900,000 | - | 1,520,000 | - | - | - | - | 380,000 |
| SGR413 - Traction Power Substation Building Rehab | 1,100,000 | - | 880,000 | - | - | - | - | 220,000 |
| SGR414 - Rail Grinding | 5,200,000 | - | - | - | - | - | - | 5,200,000 |
| SGR415 - Wheel-Rail Interface (WRIS) and System Rail Grinding Criteria Development | 130,000 | - | - | - | - | - | - | 130,000 |
| Enterprise Strategy | 29,066,000 | - | 4,160,000 | - | - | - | - | 24,906,000 |
| ICI001 - Passenger Station Information Sign Replacement | 1,350,000 | - | - | - | - | - | - | 1,350,000 |
| ICI146 - FrontRunner WiFi Enhancements | - | - | - | - | - | - | - | - |
| ICI173 - JDE System Enhancements | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI179 - Network Infrastructure Equipment & Software | 3,500,000 | - | - | - | - | - | - | 3,500,000 |
| ICI186 - In-House Application Development | 750,000 | - | - | - | - | - | - | 750,000 |
| ICI197 - SGR for Bus Communications On-Board Technology | - | - | - | - | - | - | - | - |
| ICI198 - Information and Cybersecurity Program | 1,930,000 | - | - | - | - | - | - | 1,930,000 |

# UTA 2026-2030 Five Year Plan - Capital Sources

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| ICI199 - Rail Communication Onboard Tech | - | - | - | - | - | - | - | - |
| ICI201 - Server, Storage Infrastructure Equipment & Software | 4,380,000 | - | - | - | - | - | - | 4,380,000 |
| ICI202 - Radio Communication Infrastructure | - | - | - | - | - | - | - | - |
| ICI214 - Rail Car Automatic Passenger Counter Replacement | 1,750,000 | - | - | - | - | - | - | 1,750,000 |
| ICI224 - JDE 9.2 Applications Upgrade UNx | - | - | - | - | - | - | - | - |
| ICI226 - Radio Communication System | 5,200,000 | - | 4,160,000 | - | - | - | - | 1,040,000 |
| ICI230 - EAM/WM/RISC (Trapeze) | 5,536,000 | - | - | - | - | - | - | 5,536,000 |
| ICI232 - Trapeze PassWeb for Special Services | 245,000 | - | - | - | - | - | - | 245,000 |
| ICI233 - Technology Systems- State of Good Repair | 775,000 | - | - | - | - | - | - | 775,000 |
| ICI235 - ERP System Replacement Phase 2: Procurement | - | - | - | - | - | - | - | - |
| ICI236 - Electronic Communication System Rehab/Replacement | 3,500,000 | - | - | - | - | - | - | 3,500,000 |
| Executive Director (Safety) | 5,012,000 | - | - | - | - | - | - | 5,012,000 |
| FMA604 - Safety General Projects | 600,000 | - | - | - | - | - | - | 600,000 |
| FMA645 - Security Camera Sustainability | 3,031,000 | - | - | - | - | - | - | 3,031,000 |
| FMA658 - Bus Replacement Camera System | 620,000 | - | - | - | - | - | - | 620,000 |
| FMA681 - Electrical Arc Flash Hazard Analysis | 661,000 | - | - | - | - | - | - | 661,000 |
| ICI229 - TRAX and FrontRunner Vehicle Camera Installation | 100,000 | - | - | - | - | - | - | 100,000 |
| Finance | 74,488,000 | - | 18,174,000 | - | - | - | 3,826,000 | 52,488,000 |
| CDA006 - Coordinated Mobility 5310 Grant Administration All Funding Years | 1,718,000 | - | 1,718,000 | - | - | - | - | - |
| FMA686 - Warehouse Equipment Rehab and Replacement | 322,000 | - | - | - | - | - | - | 322,000 |
| ICI213 - eVoucher Phase 2 | - | - | - | - | - | - | - | - |
| ICI222 - Fares Systems Replacement Program | 10,209,000 | - | 8,167,000 | - | - | - | - | 2,042,000 |
| ICI234 - Coordinated Mobility IT Support | 252,000 | - | 252,000 | - | - | - | - | - |
| MSP222 - Coordinated Mobility Grant 5310- FFY 2018 20-1903 P/O 5310 | - | - | - | - | - | - | - | - |
| MSP276 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2022 | 100,000 | - | 69,000 | - | - | - | 25,000 | 6,000 |
| MSP277 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2022 UT-2023-02 | 275,000 | - | 200,000 | - | - | - | 72,000 | 3,000 |
| MSP278 - Coordinated Mobility 5310 Grant-Provo/Orem FFY 2022 UT-2023-024 | 175,000 | - | 128,000 | - | - | - | 44,000 | 3,000 |
| MSP279 - Coordinated Mobility 5310 Grant-Ogden/Layton FFY 2021 UT-2023-01 | 20,000 | - | 20,000 | - | - | - | - | - |
| MSP280 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2021 | 105,000 | - | 105,000 | - | - | - | - | - |
| MSP281 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2021 UT-2023-023 | 5,000 | - | 5,000 | - | - | - | - | - |
| MSP299 - Coordinated Mobility 5310 Grant- FFY 2019/2020 UT-2021-009-01 P/C | 15,000 | - | 12,000 | - | - | - | 3,000 | - |
| MSP302 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2024 UT-2025-00 | 900,000 | - | 611,000 | - | - | - | 240,000 | 49,000 |
| MSP303 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2023 UT-2024-01 | 320,000 | - | 223,000 | - | - | - | 95,000 | 2,000 |
| MSP304 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2023 UT-2024-019 | 450,000 | - | 332,000 | - | - | - | 90,000 | 28,000 |
| MSP305 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2023 UT-2025-003 | 1,303,000 | - | 885,000 | - | - | - | 415,000 | 3,000 |
| MSP306 - Coordinated Mobility 5310 Grant- All Areas FFY 2026 | 3,360,000 | - | 2,179,000 | - | - | - | 1,181,000 | - |
| MSP307 - Coordinated Mobility 5310 Grant- All Areas FFY 2025 | 3,262,000 | - | 2,116,000 | - | - | - | 1,146,000 | - |
| MSP308 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2024 UT-2025-001 | 1,054,000 | - | 732,000 | - | - | - | 322,000 | - |
| MSP309 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2024 UT-2025-005 | 643,000 | - | 420,000 | - | - | - | 193,000 | 30,000 |
| MSP999 - Capital Contingency | 25,000,000 | - | - | - | - | - | - | 25,000,000 |
| REV239 - HB322 Future Rail Car Purchase Payment | 25,000,000 | - | - | - | - | - | - | 25,000,000 |
| Operations | 51,382,000 | - | 25,631,000 | - | - | - | - | 25,751,000 |
| FMA543 - Police Vehicle Replacement/Expansion | 4,765,000 | - | 3,811,000 | - | - | - | - | 954,000 |
| FMA652 - Facilities Equipment Replacement | 7,600,000 | - | 4,800,000 | - | - | - | - | 2,800,000 |
| FMA653 - Facilities Rehab/Replacement | 4,558,000 | - | - | - | - | - | - | 4,558,000 |
| FMA672 - Park & Ride Rehab/Replacement | 2,400,000 | - | - | - | - | - | - | 2,400,000 |
| FMA673 - Stations and Platforms Rehab/Replacement | 2,355,000 | - | - | - | - | - | - | 2,355,000 |
| FMA684 - Police Equipment | 1,725,000 | - | 1,380,000 | - | - | - | - | 345,000 |
| FMA685 - Wheel Truing Machine- Jordan River Service Center | 2,210,000 | - | 1,600,000 | - | - | - | - | 610,000 |
| FMA689 - New Bid Trailer for Meadowbrook Building 7 | - | - | - | - | - | - | - | - |
| FMA691 - FuelMaster Installation at Meadowbrook and Mt Ogden | - | - | - | - | - | - | - | - |
| FMA703 - Police Records Management System/Computer Aided Dispatch Systen | 2,105,000 | - | - | - | - | - | - | 2,105,000 |

# UTA 2026-2030 Five Year Plan - Capital Sources

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| FMA704 - Mt Ogden Maintenance Building Floor Restoration | 939,000 | - | - | - | - | - | - | 939,000 |
| MSP210 - FrontRunner Bike Rack project | - | - | - | - | - | - | - | - |
| SGR386 - Light Rail Vehicle Accident Repair- Vehicles 1137 & 1122 | 2,200,000 | - | - | - | - | - | - | 2,200,000 |
| SGR416 - Light Rail Vehicle Collision Avoidance System | 17,550,000 | - | 14,040,000 | - | - | - | - | 3,510,000 |
| SGR417 - Light Rail Vehicle Accident Repair- Vehicle 1168 | 2,975,000 | - | - | - | - | - | - | 2,975,000 |
| People | 50,000 | - | - | - | - | - | - | 50,000 |
| FMA705 - HEP Training Engine Power Bank for Maintenance Training | 50,000 | - | - | - | - | - | - | 50,000 |
| ICI228 - Human Resource Information System Implementation | - | - | - | - | - | - | - | - |
| MSP310 - Bus Operations Training Simulator | - | - | - | - | - | - | - | - |
| MSP318 - Maintenance of Way Apprenticeship & Training | - | - | - | - | - | - | - | - |
| Planning & Engagement | 8,163,000 | - | - | - | - | - | - | 8,163,000 |
| MSP198 - Customer Experience and Wayfinding Plan | 3,000,000 | - | - | - | - | - | - | 3,000,000 |
| MSP268 - Optical Detection Next Steps | - | - | - | - | - | - | - | - |
| MSP270 - Transit Signal Priority On Board Units (TOBU) Project | 2,713,000 | - | - | - | - | - | - | 2,713,000 |
| MSP285 - Bus Speed and Reliability Program (BSRP) | 500,000 | - | - | - | - | - | - | 500,000 |
| MSP294 - Planning Studies | 1,500,000 | - | - | - | - | - | - | 1,500,000 |
| MSP314 - Capital and project development expenses for IMS services | - | - | - | - | - | - | - | - |
| MSP329 - (Grant Dependent) Bus scanning safety project | 150,000 | - | - | - | - | - | - | 150,000 |
| MSP330 - 2026 Microtransit Vehicle Upfitting | 300,000 | - | - | - | - | - | - | 300,000 |
| REV234 - Tooele County Microtransit & Vehicle Electrification | - | - | - | - | - | - | - | - |
| **Grand Total** | **1,069,129,000** | **169,704,000** | **344,262,000** | **158,799,000** | **30,664,000** | **61,080,000** | **27,353,000** | **277,267,000** |

# 2026 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| Capital Services | 276,763,000 | 47,285,000 | 88,086,000 | 36,714,000 | 14,622,000 | 31,050,000 | 9,652,000 | 49,354,000 |
| FMA516 - Corridor Fencing | 50,000 | - | - | - | - | - | - | 50,000 |
| FMA679 - Building Remodels/Reconfigurations | 1,190,000 | - | - | - | - | - | - | 1,190,000 |
| FMA680 - Suicide Prevention Research Project | - | - | - | - | - | - | - | - |
| FMA687 - Layton Station Improvements | - | - | - | - | - | - | - | - |
| FMA688 - Lab Building FLHQ Demolition/Parking Lot | 375,000 | - | - | - | - | - | - | 375,000 |
| FMA690 - Facility Program Development & Design | 150,000 | - | - | - | - | - | - | 150,000 |
| FMA693 - Meadowbrook Bus Charging Infrastructure | 2,336,000 | - | - | - | - | - | - | 2,336,000 |
| FMA694 - Electric Bus Chargers | 20,000 | - | - | - | - | - | - | 20,000 |
| FMA695 - Facility Program | - | - | - | - | - | - | - | - |
| FMA696 - Ogden Fueling System Replacement | 2,010,000 | - | 1,540,000 | - | - | - | - | 470,000 |
| FMA697 - Facility Strategic Plan: Fire Alarm Systems Remediation | 1,199,000 | - | 959,000 | - | - | - | - | 240,000 |
| FMA698 - Midvale RSC Operations work space and amenity remodel | - | - | - | - | - | - | - | - |
| FMA699 - Facility Strategic Plan: Electrical Systems Remediation | 1,395,000 | - | 1,116,000 | - | - | - | - | 279,000 |
| FMA700 - Elevator Replacements- Farmington Station | - | - | - | - | - | - | - | - |
| FMA701 - Escalators Replacement- North Temple Station | 400,000 | - | 100,000 | - | - | - | - | 300,000 |
| FMA702 - Aboveground Storage Tanks Product Lines Replacement | 320,000 | - | 256,000 | - | - | - | - | 64,000 |
| MSP132 - Internal Project Control System Tech Support | 35,000 | - | - | - | - | - | - | 35,000 |
| MSP140 - Box Elder County Corridor Preservation | 1,000,000 | - | - | - | - | - | 1,000,000 | - |
| MSP156 - Prop 1 Davis County Bus Stop Improvements | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP185 - OGX BRT | 3,500,000 | - | 3,255,000 | - | - | - | - | 245,000 |
| MSP189 - Signal Pre-emption Projects w/UDOT | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP193 - Weber County Corridor Preservation | 1,200,000 | - | 300,000 | - | - | - | 900,000 | - |
| MSP202 - (Grant Dependent) Davis-SLC Community Connector | 5,000,000 | - | 464,000 | - | - | 3,929,000 | 536,000 | 71,000 |
| MSP205 - TIGER Program of Projects | - | - | - | - | - | - | - | - |
| MSP207 - 3300/3500 South Bus Stop and Transit Signal Priority Optimization | - | - | - | - | - | - | - | - |
| MSP208 - Clearfield FrontRunner Station Trail | 200,000 | - | - | - | - | - | - | 200,000 |
| MSP215 - Sharp/Tintic Rail Corridor Connection | 1,500,000 | - | - | - | - | - | - | 1,500,000 |
| MSP216 - Point of the Mountain Transit | 231,000 | - | - | - | - | 231,000 | - | - |
| MSP224 - Utah County ADA Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP229 - Salt Lake County Bus Stop Improvements/Construction | 511,000 | - | - | - | - | - | - | 511,000 |
| MSP248 - Planning & Environmental Analysis | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP252 - FrontRunner 2X | 6,856,000 | - | - | - | 6,856,000 | - | - | - |
| MSP253 - MVX BRT | 31,715,000 | - | 21,292,000 | - | 3,615,000 | 6,808,000 | - | - |
| MSP254 - TRAX Orange Line Implementation and Red Line Realignment | 100,000 | - | | - | 100,000 | - | - | - |
| MSP255 - Central Corridor | - | - | - | - | - | - | - | - |
| MSP258 - Mt Ogden Administration Building | 11,062,000 | 3,274,000 | 7,788,000 | - | - | - | - | - |
| MSP259 - S-Line Extension | 30,086,000 | - | - | - | 3,451,000 | 16,848,000 | 6,031,000 | 3,756,000 |
| MSP260 - 5600 West Bus Route | 3,200,000 | - | 1,766,000 | - | - | 1,434,000 | - | - |
| MSP262 - Salt Lake Central Headquarters & Station Redevelopment | 760,000 | - | - | - | - | - | - | 760,000 |
| MSP263 - Transit Oriented Development Working Capital | 1,662,000 | - | - | - | - | - | - | 1,662,000 |
| MSP264 - FrontRunner South Extension | 2,300,000 | - | - | - | - | 1,800,000 | 500,000 | - |
| MSP265 - Program Management Support | 4,000,000 | - | - | - | - | - | - | 4,000,000 |
| MSP267 - New Maintenance Training Facility | 7,250,000 | - | - | - | - | - | - | 7,250,000 |
| MSP271 - Maintenance of Way Department Training Yard | 2,500,000 | - | - | - | - | - | - | 2,500,000 |
| MSP272 - TRAX Operational Simulator | - | - | - | - | - | - | - | - |
| MSP275 - Station Area Planning | 675,000 | - | 540,000 | - | - | - | - | 135,000 |

# 2026 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP286 - Utah County Park & Ride Lots (x2) | 3,200,000 | - | 2,976,000 | - | - | - | - | 224,000 |
| MSP287 - UVX BRT 900 East Station | 212,000 | - | 197,000 | - | - | - | - | 15,000 |
| MSP288 - Sustainability Project Pool | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP293 - FrontRunner Shepard Lane Betterment | - | - | - | - | - | - | - | - |
| MSP300 - New TRAX platform in South Jordan | - | - | - | - | - | - | - | - |
| MSP301 - Federal 5339 Grant Program- Bus Stop Construction | 2,440,000 | - | - | - | - | - | - | 2,440,000 |
| MSP312 - FrontRunner 2X - The Point Improvements | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP320 - TRAX Forward | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP324 - Bus Stop Amenities | 400,000 | - | - | - | - | - | - | 400,000 |
| MSP325 - 200 South-Phase III-Transit Signal Priority | 1,285,000 | - | 600,000 | - | - | - | 685,000 | - |
| MSP326 - (Grant Dependent) Bus Charger at Orange Street and Wasatch & 3900 S | - | - | - | - | - | - | - | - |
| MSP327 - (Grant Dependent) Bus Charger at Farmington Station or Ogden Station | - | - | - | - | - | - | - | - |
| MSP328 - (Grant Dependent) Salt Lake or West Valley On Route Bus Chargers | 9,000 | - | - | - | - | - | - | 9,000 |
| REV205 - Replacement Non-Revenue Support Vehicles | 2,000,000 | - | - | 2,000,000 | - | - | - | - |
| REV209 - Paratransit Bus Replacement | 16,634,000 | - | - | 16,634,000 | - | - | - | - |
| REV211 - Revenue Bus Replacement | 16,580,000 | - | - | 16,480,000 | - | - | - | 100,000 |
| REV224 - Bus Overhaul | 2,000,000 | - | - | - | - | - | - | 2,000,000 |
| REV232 - Van Pool Vehicle Replacements | 1,600,000 | - | - | 1,600,000 | - | - | - | - |
| REV236 - Volkswagen Settlement Battery Buses | - | - | - | - | - | - | - | - |
| REV238 - SD100/SD160 Light Rail Vehicle Replacement | 54,322,000 | 44,011,000 | 10,311,000 | - | - | - | - | - |
| REV241 - Non-Revenue Vehicle Ancillary Equipment (Trailers, etc.) | 150,000 | - | - | - | - | - | - | 150,000 |
| REV242 - Non-Revenue Specialty Vehicle Replacement | 500,000 | - | - | - | - | - | - | 500,000 |
| REV243 - Low/No CNG Bus Procurement | 1,000 | - | - | - | - | - | - | 1,000 |
| REV244 - (Grant Dependent) Clean Diesel Bus Purchase- 2025 5339b Grant | - | - | - | - | - | - | - | - |
| REV245 - (Grant Dependent) CNG Bus Purchase- 2025 5339b Grant | 1,050,000 | - | - | - | - | - | - | 1,050,000 |
| SGR040 - Light Rail Vehicle Overhaul Program | 10,500,000 | - | 8,400,000 | - | - | - | - | 2,100,000 |
| SGR047 - Light Rail Stray Current Control | 500,000 | - | - | - | - | - | - | 500,000 |
| SGR353 - Locomotive Engine Overhaul | 2,800,000 | - | 2,604,000 | - | - | - | - | 196,000 |
| SGR359 - Bridge Rehabilitation & Maintenance | 440,000 | - | - | - | - | - | - | 440,000 |
| SGR370 - Red Signal Enforcement | - | - | - | - | - | - | - | - |
| SGR385 - Rail Replacement Program | 6,250,000 | - | 5,000,000 | - | - | - | - | 1,250,000 |
| SGR390 - Jordan River #2 Remodel | 50,000 | - | - | - | - | - | - | 50,000 |
| SGR391 - Commuter Rail Vehicle Rehab | 3,000,000 | - | 2,400,000 | - | - | - | - | 600,000 |
| SGR393 - Grade Crossing Replacement Program | 2,000,000 | - | 1,600,000 | - | - | - | - | 400,000 |
| SGR397 - Traction Power Substation Component Replacement | 1,000,000 | - | 800,000 | - | - | - | - | 200,000 |
| SGR398 - Overhead Catenary System Rehab and Replacement | 4,462,000 | - | 3,570,000 | - | - | - | - | 892,000 |
| SGR401 - Ballast and Tie replacement | 300,000 | - | - | - | - | - | - | 300,000 |
| SGR403 - Train Control Rehab & Replacement | 6,500,000 | - | 5,200,000 | - | - | - | - | 1,300,000 |
| SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement | 2,500,000 | - | 2,000,000 | - | - | - | - | 500,000 |
| SGR407 - Bus Stop Enhancements for ADA-compliance | 2,590,000 | - | - | - | - | - | - | 2,590,000 |
| SGR408 - UTA End of Line (EOL) Enhancements | 1,115,000 | - | 892,000 | - | - | - | - | 223,000 |
| SGR409 - UTA Operator Restrooms | 1,555,000 | - | - | - | - | - | - | 1,555,000 |
| SGR410 - Wayside Fiber Rehab/Replacement | 700,000 | - | 560,000 | - | - | - | - | 140,000 |
| SGR411 - Farmington Station Ped Bridge Repairs | - | - | - | - | - | - | - | - |
| SGR412 - Power Control Cabinet Replacement Project | 1,900,000 | - | 1,520,000 | - | - | - | - | 380,000 |
| SGR413 - Traction Power Substation Building Rehab | 100,000 | - | 80,000 | - | - | - | - | 20,000 |
| SGR414 - Rail Grinding | - | - | - | - | - | - | - | - |

# 2026 Details

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|---|---|---|---|---|---|---|---|---|
| SGR415 - Wheel-Rail Interface (WRIS) and System Rail Grinding Criteria Developmen | 130,000 | - | - | - | - | - | - | 130,000 |
| Enterprise Strategy | 17,051,000 | - | 4,160,000 | - | - | - | - | 12,891,000 |
| ICI001 - Passenger Station Information Sign Replacement | 1,350,000 | - | - | - | - | - | - | 1,350,000 |
| ICI146 - FrontRunner WiFi Enhancements | - | - | - | - | - | - | - | - |
| ICI173 - JDE System Enhancements | 50,000 | - | - | - | - | - | - | 50,000 |
| ICI179 - Network Infrastructure Equipment & Software | 1,200,000 | - | - | - | - | - | - | 1,200,000 |
| ICI186 - In-House Application Development | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI197 - SGR for Bus Communications On-Board Technology | - | - | - | - | - | - | - | - |
| ICI198 - Information and Cybersecurity Program | 475,000 | - | - | - | - | - | - | 475,000 |
| ICI199 - Rail Communication Onboard Tech | - | - | - | - | - | - | - | - |
| ICI201 - Server, Storage Infrastructure Equipment & Software | 500,000 | - | - | - | - | - | - | 500,000 |
| ICI202 - Radio Communication Infrastructure | - | - | - | - | - | - | - | - |
| ICI214 - Rail Car Automatic Passenger Counter Replacement | 1,750,000 | - | - | - | - | - | - | 1,750,000 |
| ICI224 - JDE 9.2 Applications Upgrade UNx | - | - | - | - | - | - | - | - |
| ICI226 - Radio Communication System | 5,200,000 | - | 4,160,000 | - | - | - | - | 1,040,000 |
| ICI230 - EAM/WM/RISC (Trapeze) | 5,356,000 | - | - | - | - | - | - | 5,356,000 |
| ICI232 - Trapeze PassWeb for Special Services | 145,000 | - | - | - | - | - | - | 145,000 |
| ICI233 - Technology Systems- State of Good Repair | 175,000 | - | - | - | - | - | - | 175,000 |
| ICI235 - ERP System Replacement Phase 2: Procurement | - | - | - | - | - | - | - | - |
| ICI236 - Electronic Communication System Rehab/Replacement | 700,000 | - | - | - | - | - | - | 700,000 |
| Executive Director (Safety) | 1,485,000 | - | - | - | - | - | - | 1,485,000 |
| FMA604 - Safety General Projects | 120,000 | - | - | - | - | - | - | 120,000 |
| FMA645 - Security Camera Sustainability | 645,000 | - | - | - | - | - | - | 645,000 |
| FMA658 - Bus Replacement Camera System | 620,000 | - | - | - | - | - | - | 620,000 |
| FMA681 - Electrical Arc Flash Hazard Analysis | - | - | - | - | - | - | - | - |
| ICI229 - TRAX and FrontRunner Vehicle Camera Installation | 100,000 | - | - | - | - | - | - | 100,000 |
| Finance | 32,646,000 | - | 16,589,000 | - | - | - | 3,826,000 | 12,231,000 |
| CDA006 - Coordinated Mobility 5310 Grant Administration All Funding Years | 322,000 | - | 322,000 | - | - | - | - | - |
| FMA686 - Warehouse Equipment Rehab and Replacement | 65,000 | - | - | - | - | - | - | 65,000 |
| ICI213 - eVoucher Phase 2 | - | - | - | - | - | - | - | - |
| ICI222 - Fares Systems Replacement Program | 10,209,000 | - | 8,167,000 | - | - | - | - | 2,042,000 |
| ICI234 - Coordinated Mobility IT Support | 63,000 | - | 63,000 | - | - | - | - | - |
| MSP276 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2022 UT- | 100,000 | - | 69,000 | - | - | - | 25,000 | 6,000 |
| MSP277 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2022 UT-2023-026 | 275,000 | - | 200,000 | - | - | - | 72,000 | 3,000 |
| MSP278 - Coordinated Mobility 5310 Grant-Provo/Orem FFY 2022 UT-2023-024 | 175,000 | - | 128,000 | - | - | - | 44,000 | 3,000 |
| MSP279 - Coordinated Mobility 5310 Grant-Ogden/Layton FFY 2021 UT-2023-013 | 20,000 | - | 20,000 | - | - | - | - | - |
| MSP280 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2021 UT- | 105,000 | - | 105,000 | - | - | - | - | - |
| MSP281 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2021 UT-2023-023 | 5,000 | - | 5,000 | - | - | - | - | - |
| MSP299 - Coordinated Mobility 5310 Grant- FFY 2019/2020 UT-2021-009-01 P/O | 15,000 | - | 12,000 | - | - | - | 3,000 | - |
| MSP302 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2024 UT-2025-004 | 900,000 | - | 611,000 | - | - | - | 240,000 | 49,000 |
| MSP303 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2023 UT-2024-018 | 320,000 | - | 223,000 | - | - | - | 95,000 | 2,000 |
| MSP304 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2023 UT-2024-019 | 450,000 | - | 332,000 | - | - | - | 90,000 | 28,000 |
| MSP305 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2023 UT-2025-003 | 1,303,000 | - | 885,000 | - | - | - | 415,000 | 3,000 |
| MSP306 - Coordinated Mobility 5310 Grant- All Areas FFY 2026 | 3,360,000 | - | 2,179,000 | - | - | - | 1,181,000 | - |
| MSP307 - Coordinated Mobility 5310 Grant- All Areas FFY 2025 | 3,262,000 | - | 2,116,000 | - | - | - | 1,146,000 | - |
| MSP308 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2024 UT-2025-001 | 1,054,000 | - | 732,000 | - | - | - | 322,000 | - |
| MSP309 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2024 UT-2025-005 | 643,000 | - | 420,000 | - | - | - | 193,000 | 30,000 |

# 2026 Details

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|---|---|---|---|---|---|---|---|---|
| MSP999 - Capital Contingency | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| REV239 - HB322 Future Rail Car Purchase Payment | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| Operations | 8,974,000 | - | 2,868,000 | - | - | - | - | 6,106,000 |
| FMA543 - Police Vehicle Replacement/Expansion | 1,138,000 | - | 910,000 | - | - | - | - | 228,000 |
| FMA652 - Facilities Equipment Replacement | 2,000,000 | - | 1,600,000 | - | - | - | - | 400,000 |
| FMA653 - Facilities Rehab/Replacement | 1,253,000 | - | - | - | - | - | - | 1,253,000 |
| FMA672 - Park & Ride Rehab/Replacement | 480,000 | - | - | - | - | - | - | 480,000 |
| FMA673 - Stations and Platforms Rehab/Replacement | 560,000 | - | - | - | - | - | - | 560,000 |
| FMA684 - Police Equipment | 275,000 | - | 220,000 | - | - | - | - | 55,000 |
| FMA685 - Wheel Truing Machine- Jordan River Service Center | 233,000 | - | 18,000 | - | - | - | - | 215,000 |
| FMA689 - New Bid Trailer for Meadowbrook Building 7 | - | - | - | - | - | - | - | - |
| FMA691 - FuelMaster Installation at Meadowbrook and Mt Ogden | - | - | - | - | - | - | - | - |
| FMA703 - Police Records Management System/Computer Aided Dispatch System Re | 5,000 | - | - | - | - | - | - | 5,000 |
| FMA704 - Mt Ogden Maintenance Building Floor Restoration | - | - | - | - | - | - | - | - |
| MSP210 - FrontRunner Bike Rack project | - | - | - | - | - | - | - | - |
| SGR386 - Light Rail Vehicle Accident Repair- Vehicles 1137 & 1122 | 1,600,000 | - | - | - | - | - | - | 1,600,000 |
| SGR416 - Light Rail Vehicle Collision Avoidance System | 150,000 | - | 120,000 | - | - | - | - | 30,000 |
| SGR417 - Light Rail Vehicle Accident Repair- Vehicle 1168 | 1,280,000 | - | - | - | - | - | - | 1,280,000 |
| People | 50,000 | - | - | - | - | - | - | 50,000 |
| FMA705 - HEP Training Engine Power Bank for Maintenance Training | 50,000 | - | - | - | - | - | - | 50,000 |
| ICI228 - Human Resource Information System Implementation | - | - | - | - | - | - | - | - |
| MSP310 - Bus Operations Training Simulator | - | - | - | - | - | - | - | - |
| MSP318 - Maintenance of Way Apprenticeship & Training | - | - | - | - | - | - | - | - |
| Planning & Engagement | 2,244,000 | - | - | - | - | - | - | 2,244,000 |
| MSP198 - Customer Experience and Wayfinding Plan | 600,000 | - | - | - | - | - | - | 600,000 |
| MSP268 - Optical Detection Next Steps | - | - | - | - | - | - | - | - |
| MSP270 - Transit Signal Priority On Board Units (TOBU) Project | 933,000 | - | - | - | - | - | - | 933,000 |
| MSP285 - Bus Speed and Reliability Program (BSRP) | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP294 - Planning Studies | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP314 - Capital and project development expenses for IMS services | - | - | - | - | - | - | - | - |
| MSP329 - (Grant Dependent) Bus scanning safety project | 11,000 | - | - | - | - | - | - | 11,000 |
| MSP330 - 2026 Microtransit Vehicle Upfitting | 300,000 | - | - | - | - | - | - | 300,000 |
| REV234 - Tooele County Microtransit & Vehicle Electrification | - | - | - | - | - | - | - | - |
| **Grand Total** | **339,213,000** | **47,285,000** | **111,703,000** | **36,714,000** | **14,622,000** | **31,050,000** | **13,478,000** | **84,361,000** |

# 2027 Details

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|---|---|---|---|---|---|---|---|---|
| Capital Services | 219,471,000 | 24,915,000 | 78,076,000 | 40,556,000 | 8,856,000 | 23,380,000 | 9,300,000 | 34,388,000 |
| FMA516 - Corridor Fencing | 50,000 | - | - | - | - | - | - | 50,000 |
| FMA679 - Building Remodels/Reconfigurations | 1,040,000 | - | - | - | - | - | - | 1,040,000 |
| FMA680 - Suicide Prevention Research Project | - | - | - | - | - | - | - | - |
| FMA687 - Layton Station Improvements | - | - | - | - | - | - | - | - |
| FMA688 - Lab Building FLHQ Demolition/Parking Lot | - | - | - | - | - | - | - | - |
| FMA690 - Facility Program Development & Design | - | - | - | - | - | - | - | - |
| FMA693 - Meadowbrook Bus Charging Infrastructure | - | - | - | - | - | - | - | - |
| FMA694 - Electric Bus Chargers | - | - | - | - | - | - | - | - |
| FMA695 - Facility Program | - | - | - | - | - | - | - | - |
| FMA696 - Ogden Fueling System Replacement | - | - | - | - | - | - | - | - |
| FMA697 - Facility Strategic Plan: Fire Alarm Systems Remediation | - | - | - | - | - | - | - | - |
| FMA698 - Midvale RSC Operations work space and amenity remodel | 589,000 | - | - | - | - | - | - | 589,000 |
| FMA699 - Facility Strategic Plan: Electrical Systems Remediation | 3,008,000 | - | 2,406,000 | - | - | - | - | 602,000 |
| FMA700 - Elevator Replacements- Farmington Station | 50,000 | - | 40,000 | - | - | - | - | 10,000 |
| FMA701 - Escalators Replacement- North Temple Station | 4,250,000 | - | 800,000 | - | - | - | - | 3,450,000 |
| FMA702 - Aboveground Storage Tanks Product Lines Replacement | - | - | - | - | - | - | - | - |
| MSP132 - Internal Project Control System Tech Support | 35,000 | - | - | - | - | - | - | 35,000 |
| MSP140 - Box Elder County Corridor Preservation | 1,000,000 | - | - | - | - | - | 1,000,000 | - |
| MSP156 - Prop 1 Davis County Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP185 - OGX BRT | - | - | - | - | - | - | - | - |
| MSP189 - Signal Pre-emption Projects w/UDOT | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP193 - Weber County Corridor Preservation | 1,200,000 | - | 300,000 | - | - | - | 900,000 | - |
| MSP202 - (Grant Dependent) Davis-SLC Community Connector | 21,618,000 | - | 4,780,000 | - | - | 10,596,000 | 5,515,000 | 727,000 |
| MSP205 - TIGER Program of Projects | - | - | - | - | - | - | - | - |
| MSP207 - 3300/3500 South Bus Stop and Transit Signal Priority Optimization | - | - | - | - | - | - | - | - |
| MSP208 - Clearfield FrontRunner Station Trail | - | - | - | - | - | - | - | - |
| MSP215 - Sharp/Tintic Rail Corridor Connection | 70,000 | - | - | - | - | - | - | 70,000 |
| MSP216 - Point of the Mountain Transit | 200,000 | - | - | - | - | 200,000 | - | - |
| MSP224 - Utah County ADA Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP229 - Salt Lake County Bus Stop Improvements/Construction | 511,000 | - | - | - | - | - | - | 511,000 |
| MSP248 - Planning & Environmental Analysis | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP252 - FrontRunner 2X | 8,156,000 | - | - | - | 8,156,000 | - | - | - |
| MSP253 - MVX BRT | 3,681,000 | - | - | - | - | 3,681,000 | - | - |
| MSP254 - TRAX Orange Line Implementation and Red Line Realignment | 100,000 | - | - | - | 100,000 | - | - | - |
| MSP255 - Central Corridor | - | - | - | - | - | - | - | - |
| MSP258 - Mt Ogden Administration Building | 15,500,000 | 15,500,000 | - | - | - | - | - | - |
| MSP259 - S-Line Extension | 1,285,000 | - | - | - | - | 1,285,000 | - | - |
| MSP260 - 5600 West Bus Route | 17,000,000 | - | 9,382,000 | - | - | 7,618,000 | - | - |
| MSP262 - Salt Lake Central Headquarters & Station Redevelopment | - | - | - | - | - | - | - | - |
| MSP263 - Transit Oriented Development Working Capital | 688,000 | - | - | - | - | - | - | 688,000 |
| MSP264 - FrontRunner South Extension | 300,000 | - | - | - | - | - | 300,000 | - |
| MSP265 - Program Management Support | 3,730,000 | - | - | - | - | - | - | 3,730,000 |
| MSP267 - New Maintenance Training Facility | - | - | - | - | - | - | - | - |
| MSP271 - Maintenance of Way Department Training Yard | - | - | - | - | - | - | - | - |
| MSP272 - TRAX Operational Simulator | - | - | - | - | - | - | - | - |

# 2027 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP275 - Station Area Planning | - | - | - | - | - | - | - | - |
| MSP286 - Utah County Park & Ride Lots (x2) | - | - | - | - | - | - | - | - |
| MSP287 - UVX BRT 900 East Station | - | - | - | - | - | - | - | - |
| MSP288 - Sustainability Project Pool | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP293 - FrontRunner Shepard Lane Betterment | - | - | - | - | - | - | - | - |
| MSP300 - New TRAX platform in South Jordan | - | - | - | - | - | - | - | - |
| MSP301 - Federal 5339 Grant Program- Bus Stop Construction | - | - | - | - | - | - | - | - |
| MSP312 - FrontRunner 2X - The Point Improvements | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP320 - TRAX Forward | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP324 - Bus Stop Amenities | 1,600,000 | - | - | - | - | - | - | 1,600,000 |
| MSP325 - 200 South-Phase III-Transit Signal Priority | 2,785,000 | - | 1,200,000 | - | - | - | 1,585,000 | - |
| MSP326 - (Grant Dependent) Bus Charger at Orange Street and Wasatch & 3900 | - | - | - | - | - | - | - | - |
| MSP327 - (Grant Dependent) Bus Charger at Farmington Station or Ogden Statior | - | - | - | - | - | - | - | - |
| MSP328 - (Grant Dependent) Salt Lake or West Valley On Route Bus Chargers | 100,000 | - | - | - | - | - | - | 100,000 |
| REV205 - Replacement Non-Revenue Support Vehicles | 2,000,000 | - | - | 2,000,000 | - | - | - | - |
| REV209 - Paratransit Bus Replacement | 9,002,000 | - | - | 9,002,000 | - | - | - | - |
| REV211 - Revenue Bus Replacement | 24,857,000 | - | - | 24,757,000 | - | - | - | 100,000 |
| REV224 - Bus Overhaul | 2,000,000 | - | - | - | - | - | - | 2,000,000 |
| REV232 - Van Pool Vehicle Replacements | 1,600,000 | - | - | 1,600,000 | - | - | - | - |
| REV236 - Volkswagen Settlement Battery Buses | - | - | - | - | - | - | - | - |
| REV238 - SD100/SD160 Light Rail Vehicle Replacement | 18,830,000 | 9,415,000 | 9,415,000 | - | - | - | - | - |
| REV241 - Non-Revenue Vehicle Ancillary Equipment (Trailers, etc.) | 100,000 | - | - | - | - | - | - | 100,000 |
| REV242 - Non-Revenue Specialty Vehicle Replacement | 1,000,000 | - | - | - | - | - | - | 1,000,000 |
| REV243 - Low/No CNG Bus Procurement | 21,309,000 | - | 18,112,000 | 3,197,000 | - | - | - | - |
| REV244 - (Grant Dependent) Clean Diesel Bus Purchase- 2025 5339b Grant | - | - | - | - | - | - | - | - |
| REV245 - (Grant Dependent) CNG Bus Purchase- 2025 5339b Grant | 1,200,000 | - | - | - | - | - | - | 1,200,000 |
| SGR040 - Light Rail Vehicle Overhaul Program | 8,919,000 | - | 7,135,000 | - | - | - | - | 1,784,000 |
| SGR047 - Light Rail Stray Current Control | 500,000 | - | - | - | - | - | - | 500,000 |
| SGR353 - Locomotive Engine Overhaul | - | - | - | - | - | - | - | - |
| SGR359 - Bridge Rehabilitation & Maintenance | 460,000 | - | - | - | - | - | - | 460,000 |
| SGR370 - Red Signal Enforcement | - | - | - | - | - | - | - | - |
| SGR385 - Rail Replacement Program | 2,250,000 | - | 1,800,000 | - | - | - | - | 450,000 |
| SGR390 - Jordan River #2 Remodel | - | - | - | - | - | - | - | - |
| SGR391 - Commuter Rail Vehicle Rehab | 8,500,000 | - | 6,800,000 | - | - | - | - | 1,700,000 |
| SGR393 - Grade Crossing Replacement Program | 2,500,000 | - | 2,000,000 | - | - | - | - | 500,000 |
| SGR397 - Traction Power Substation Component Replacement | - | - | - | - | - | - | - | - |
| SGR398 - Overhead Catenary System Rehab and Replacement | 2,000,000 | - | 1,600,000 | - | - | - | - | 400,000 |
| SGR401 - Ballast and Tie replacement | 300,000 | - | - | - | - | - | - | 300,000 |
| SGR403 - Train Control Rehab & Replacement | 6,500,000 | - | 5,200,000 | - | - | - | - | 1,300,000 |
| SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement | 5,600,000 | - | 4,480,000 | - | - | - | - | 1,120,000 |
| SGR407 - Bus Stop Enhancements for ADA-compliance | 3,160,000 | - | - | - | - | - | - | 3,160,000 |
| SGR408 - UTA End of Line (EOL) Enhancements | 1,600,000 | - | 1,280,000 | - | - | - | - | 320,000 |
| SGR409 - UTA Operator Restrooms | 2,656,000 | - | - | - | - | - | - | 2,656,000 |
| SGR410 - Wayside Fiber Rehab/Replacement | 682,000 | - | 546,000 | - | - | - | - | 136,000 |
| SGR411 - Farmington Station Ped Bridge Repairs | - | - | - | - | - | - | - | - |
| SGR412 - Power Control Cabinet Replacement Project | - | - | - | - | - | - | - | - |

# 2027 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| SGR413 - Traction Power Substation Building Rehab | 1,000,000 | - | 800,000 | - | - | - | - | 200,000 |
| SGR414 - Rail Grinding | 1,300,000 | - | - | - | - | - | - | 1,300,000 |
| SGR415 - Wheel-Rail Interface (WRIS) and System Rail Grinding Criteria Developm | - | - | - | - | - | - | - | - |
| Enterprise Strategy | 2,555,000 | - | - | - | - | - | - | 2,555,000 |
| ICI001 - Passenger Station Information Sign Replacement | - | - | - | - | - | - | - | - |
| ICI146 - FrontRunner WiFi Enhancements | - | - | - | - | - | - | - | - |
| ICI173 - JDE System Enhancements | 50,000 | - | - | - | - | - | - | 50,000 |
| ICI179 - Network Infrastructure Equipment & Software | 800,000 | - | - | - | - | - | - | 800,000 |
| ICI186 - In-House Application Development | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI197 - SGR for Bus Communications On-Board Technology | - | - | - | - | - | - | - | - |
| ICI198 - Information and Cybersecurity Program | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI199 - Rail Communication Onboard Tech | - | - | - | - | - | - | - | - |
| ICI201 - Server, Storage Infrastructure Equipment & Software | 300,000 | - | - | - | - | - | - | 300,000 |
| ICI202 - Radio Communication Infrastructure | - | - | - | - | - | - | - | - |
| ICI214 - Rail Car Automatic Passenger Counter Replacement | - | - | - | - | - | - | - | - |
| ICI224 - JDE 9.2 Applications Upgrade UNx | - | - | - | - | - | - | - | - |
| ICI226 - Radio Communication System | - | - | - | - | - | - | - | - |
| ICI230 - EAM/WM/RISC (Trapeze) | 180,000 | - | - | - | - | - | - | 180,000 |
| ICI232 - Trapeze PassWeb for Special Services | 100,000 | - | - | - | - | - | - | 100,000 |
| ICI233 - Technology Systems- State of Good Repair | 125,000 | - | - | - | - | - | - | 125,000 |
| ICI235 - ERP System Replacement Phase 2: Procurement | - | - | - | - | - | - | - | - |
| ICI236 - Electronic Communication System Rehab/Replacement | 700,000 | - | - | - | - | - | - | 700,000 |
| Executive Director (Safety) | 843,000 | - | - | - | - | - | - | 843,000 |
| FMA604 - Safety General Projects | 120,000 | - | - | - | - | - | - | 120,000 |
| FMA645 - Security Camera Sustainability | 636,000 | - | - | - | - | - | - | 636,000 |
| FMA658 - Bus Replacement Camera System | - | - | - | - | - | - | - | - |
| FMA681 - Electrical Arc Flash Hazard Analysis | 87,000 | - | - | - | - | - | - | 87,000 |
| ICI229 - TRAX and FrontRunner Vehicle Camera Installation | - | - | - | - | - | - | - | - |
| Finance | 10,518,000 | - | 395,000 | - | - | - | - | 10,123,000 |
| CDA006 - Coordinated Mobility 5310 Grant Administration All Funding Years | 332,000 | - | 332,000 | - | - | - | - | - |
| FMA686 - Warehouse Equipment Rehab and Replacement | 123,000 | - | - | - | - | - | - | 123,000 |
| ICI213 - eVoucher Phase 2 | - | - | - | - | - | - | - | - |
| ICI222 - Fares Systems Replacement Program | - | - | - | - | - | - | - | - |
| ICI234 - Coordinated Mobility IT Support | 63,000 | - | 63,000 | - | - | - | - | - |
| MSP276 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2022 | - | - | - | - | - | - | - | - |
| MSP277 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2022 UT-2023-02 | - | - | - | - | - | - | - | - |
| MSP278 - Coordinated Mobility 5310 Grant-Provo/Orem FFY 2022 UT-2023-024 | - | - | - | - | - | - | - | - |
| MSP279 - Coordinated Mobility 5310 Grant-Ogden/Layton FFY 2021 UT-2023-013 | - | - | - | - | - | - | - | - |
| MSP280 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2021 | - | - | - | - | - | - | - | - |
| MSP281 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2021 UT-2023-023 | - | - | - | - | - | - | - | - |
| MSP299 - Coordinated Mobility 5310 Grant- FFY 2019/2020 UT-2021-009-01 P/C | - | - | - | - | - | - | - | - |
| MSP302 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2024 UT-2025-00 | - | - | - | - | - | - | - | - |
| MSP303 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2023 UT-2024-01 | - | - | - | - | - | - | - | - |
| MSP304 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2023 UT-2024-019 | - | - | - | - | - | - | - | - |
| MSP305 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2023 UT-2025-003 | - | - | - | - | - | - | - | - |
| MSP306 - Coordinated Mobility 5310 Grant- All Areas FFY 2026 | - | - | - | - | - | - | - | - |

# 2027 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP307 - Coordinated Mobility 5310 Grant- All Areas FFY 2025 | - | - | - | - | - | - | - | - |
| MSP308 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2024 UT-2025-001 | - | - | - | - | - | - | - | - |
| MSP309 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2024 UT-2025-005 | - | - | - | - | - | - | - | - |
| MSP999 - Capital Contingency | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| REV239 - HB322 Future Rail Car Purchase Payment | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| Operations | 15,328,000 | - | 6,619,000 | - | - | - | - | 8,709,000 |
| FMA543 - Police Vehicle Replacement/Expansion | 1,172,000 | - | 937,000 | - | - | - | - | 235,000 |
| FMA652 - Facilities Equipment Replacement | 2,000,000 | - | 1,600,000 | - | - | - | - | 400,000 |
| FMA653 - Facilities Rehab/Replacement | 890,000 | - | - | - | - | - | - | 890,000 |
| FMA672 - Park & Ride Rehab/Replacement | 480,000 | - | - | - | - | - | - | 480,000 |
| FMA673 - Stations and Platforms Rehab/Replacement | 495,000 | - | - | - | - | - | - | 495,000 |
| FMA684 - Police Equipment | 275,000 | - | 220,000 | - | - | - | - | 55,000 |
| FMA685 - Wheel Truing Machine- Jordan River Service Center | 1,977,000 | - | 1,582,000 | - | - | - | - | 395,000 |
| FMA689 - New Bid Trailer for Meadowbrook Building 7 | - | - | - | - | - | - | - | - |
| FMA691 - FuelMaster Installation at Meadowbrook and Mt Ogden | - | - | - | - | - | - | - | - |
| FMA703 - Police Records Management System/Computer Aided Dispatch System | 2,100,000 | - | - | - | - | - | - | 2,100,000 |
| FMA704 - Mt Ogden Maintenance Building Floor Restoration | 939,000 | - | - | - | - | - | - | 939,000 |
| MSP210 - FrontRunner Bike Rack project | - | - | - | - | - | - | - | - |
| SGR386 - Light Rail Vehicle Accident Repair- Vehicles 1137 & 1122 | 600,000 | - | - | - | - | - | - | 600,000 |
| SGR416 - Light Rail Vehicle Collision Avoidance System | 2,850,000 | - | 2,280,000 | - | - | - | - | 570,000 |
| SGR417 - Light Rail Vehicle Accident Repair- Vehicle 1168 | 1,550,000 | - | - | - | - | - | - | 1,550,000 |
| People | - | - | - | - | - | - | - | - |
| FMA705 - HEP Training Engine Power Bank for Maintenance Training | - | - | - | - | - | - | - | - |
| ICI228 - Human Resource Information System Implementation | - | - | - | - | - | - | - | - |
| MSP310 - Bus Operations Training Simulator | - | - | - | - | - | - | - | - |
| MSP318 - Maintenance of Way Apprenticeship & Training | - | - | - | - | - | - | - | - |
| Planning & Engagement | 1,509,000 | - | - | - | - | - | - | 1,509,000 |
| MSP198 - Customer Experience and Wayfinding Plan | 600,000 | - | - | - | - | - | - | 600,000 |
| MSP268 - Optical Detection Next Steps | - | - | - | - | - | - | - | - |
| MSP270 - Transit Signal Priority On Board Units (TOBU) Project | 445,000 | - | - | - | - | - | - | 445,000 |
| MSP285 - Bus Speed and Reliability Program (BSRP) | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP294 - Planning Studies | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP314 - Capital and project development expenses for IMS services | - | - | - | - | - | - | - | - |
| MSP329 - (Grant Dependent) Bus scanning safety project | 64,000 | - | - | - | - | - | - | 64,000 |
| MSP330 - 2026 Microtransit Vehicle Upfitting | - | - | - | - | - | - | - | - |
| REV234 - Tooele County Microtransit & Vehicle Electrification | - | - | - | - | - | - | - | - |
| **Grand Total** | **250,224,000** | **24,915,000** | **85,090,000** | **40,556,000** | **8,856,000** | **23,380,000** | **9,300,000** | **58,127,000** |

# 2028 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| Capital Services | 180,425,000 | 52,117,000 | 64,457,000 | 25,528,000 | 3,093,000 | 3,525,000 | 3,033,000 | 28,672,000 |
| FMA516 - Corridor Fencing | 50,000 | - | - | - | - | - | - | 50,000 |
| FMA679 - Building Remodels/Reconfigurations | 540,000 | - | - | - | - | - | - | 540,000 |
| FMA680 - Suicide Prevention Research Project | - | - | - | - | - | - | - | - |
| FMA687 - Layton Station Improvements | - | - | - | - | - | - | - | - |
| FMA688 - Lab Building FLHQ Demolition/Parking Lot | - | - | - | - | - | - | - | - |
| FMA690 - Facility Program Development & Design | - | - | - | - | - | - | - | - |
| FMA693 - Meadowbrook Bus Charging Infrastructure | - | - | - | - | - | - | - | - |
| FMA694 - Electric Bus Chargers | - | - | - | - | - | - | - | - |
| FMA695 - Facility Program | - | - | - | - | - | - | - | - |
| FMA696 - Ogden Fueling System Replacement | - | - | - | - | - | - | - | - |
| FMA697 - Facility Strategic Plan: Fire Alarm Systems Remediation | - | - | - | - | - | - | - | - |
| FMA698 - Midvale RSC Operations work space and amenity remodel | - | - | - | - | - | - | - | - |
| FMA699 - Facility Strategic Plan: Electrical Systems Remediation | 3,008,000 | - | 2,406,000 | - | - | - | - | 602,000 |
| FMA700 - Elevator Replacements- Farmington Station | 600,000 | - | 480,000 | - | - | - | - | 120,000 |
| FMA701 - Escalators Replacement- North Temple Station | - | - | - | - | - | - | - | - |
| FMA702 - Aboveground Storage Tanks Product Lines Replacement | - | - | - | - | - | - | - | - |
| MSP132 - Internal Project Control System Tech Support | 35,000 | - | - | - | - | - | - | 35,000 |
| MSP140 - Box Elder County Corridor Preservation | 500,000 | - | - | - | - | - | 500,000 | - |
| MSP156 - Prop 1 Davis County Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP185 - OGX BRT | - | - | - | - | - | - | - | - |
| MSP189 - Signal Pre-emption Projects w/UDOT | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP193 - Weber County Corridor Preservation | 1,200,000 | - | 300,000 | - | - | - | 900,000 | - |
| MSP202 - (Grant Dependent) Davis-SLC Community Connector | 4,860,000 | - | 957,000 | - | - | 2,652,000 | 1,105,000 | 146,000 |
| MSP205 - TIGER Program of Projects | - | - | - | - | - | - | - | - |
| MSP207 - 3300/3500 South Bus Stop and Transit Signal Priority Optimization | - | - | - | - | - | - | - | - |
| MSP208 - Clearfield FrontRunner Station Trail | - | - | - | - | - | - | - | - |
| MSP215 - Sharp/Tintic Rail Corridor Connection | 70,000 | - | - | - | - | - | - | 70,000 |
| MSP216 - Point of the Mountain Transit | 200,000 | - | - | - | - | 200,000 | - | - |
| MSP224 - Utah County ADA Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP229 - Salt Lake County Bus Stop Improvements/Construction | 10,000 | - | - | - | - | - | - | 10,000 |
| MSP248 - Planning & Environmental Analysis | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP252 - FrontRunner 2X | 2,693,000 | - | - | - | 2,693,000 | - | - | - |
| MSP253 - MVX BRT | - | - | - | - | - | - | - | - |
| MSP254 - TRAX Orange Line Implementation and Red Line Realignment | 100,000 | - | - | - | 100,000 | - | - | - |
| MSP255 - Central Corridor | - | - | - | - | - | - | - | - |
| MSP258 - Mt Ogden Administration Building | 2,738,000 | 2,738,000 | - | - | - | - | - | - |
| MSP259 - S-Line Extension | - | - | - | - | - | - | - | - |
| MSP260 - 5600 West Bus Route | 1,500,000 | - | 827,000 | - | - | 673,000 | - | - |
| MSP262 - Salt Lake Central Headquarters & Station Redevelopment | - | - | - | - | - | - | - | - |
| MSP263 - Transit Oriented Development Working Capital | 688,000 | - | - | - | - | - | - | 688,000 |
| MSP264 - FrontRunner South Extension | 300,000 | - | - | - | - | - | 300,000 | - |
| MSP265 - Program Management Support | 3,730,000 | - | - | - | - | - | - | 3,730,000 |
| MSP267 - New Maintenance Training Facility | - | - | - | - | - | - | - | - |
| MSP271 - Maintenance of Way Department Training Yard | - | - | - | - | - | - | - | - |

# 2028 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP272 - TRAX Operational Simulator | - | - | - | - | - | - | - | - |
| MSP275 - Station Area Planning | - | - | - | - | - | - | - | - |
| MSP286 - Utah County Park & Ride Lots (x2) | - | - | - | - | - | - | - | - |
| MSP287 - UVX BRT 900 East Station | - | - | - | - | - | - | - | - |
| MSP288 - Sustainability Project Pool | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP293 - FrontRunner Shepard Lane Betterment | - | - | - | - | - | - | - | - |
| MSP300 - New TRAX platform in South Jordan | - | - | - | - | - | - | - | - |
| MSP301 - Federal 5339 Grant Program- Bus Stop Construction | - | - | - | - | - | - | - | - |
| MSP312 - FrontRunner 2X - The Point Improvements | - | - | - | - | - | - | - | - |
| MSP320 - TRAX Forward | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP324 - Bus Stop Amenities | 410,000 | - | - | - | - | - | - | 410,000 |
| MSP325 - 200 South-Phase III-Transit Signal Priority | 428,000 | - | 200,000 | - | - | - | 228,000 | - |
| MSP326 - (Grant Dependent) Bus Charger at Orange Street and Wasatch & 3900 | - | - | - | - | - | - | - | - |
| MSP327 - (Grant Dependent) Bus Charger at Farmington Station or Ogden Statio | - | - | - | - | - | - | - | - |
| MSP328 - (Grant Dependent) Salt Lake or West Valley On Route Bus Chargers | - | - | - | - | - | - | - | - |
| REV205 - Replacement Non-Revenue Support Vehicles | 2,000,000 | - | - | 2,000,000 | - | - | - | - |
| REV209 - Paratransit Bus Replacement | 8,140,000 | - | - | 8,140,000 | - | - | - | - |
| REV211 - Revenue Bus Replacement | 13,888,000 | - | - | 13,788,000 | - | - | - | 100,000 |
| REV224 - Bus Overhaul | 2,000,000 | - | - | - | - | - | - | 2,000,000 |
| REV232 - Van Pool Vehicle Replacements | 1,600,000 | - | - | 1,600,000 | - | - | - | - |
| REV236 - Volkswagen Settlement Battery Buses | - | - | - | - | - | - | - | - |
| REV238 - SD100/SD160 Light Rail Vehicle Replacement | 68,153,000 | 49,379,000 | 18,774,000 | - | - | - | - | - |
| REV241 - Non-Revenue Vehicle Ancillary Equipment (Trailers, etc.) | 100,000 | - | - | - | - | - | - | 100,000 |
| REV242 - Non-Revenue Specialty Vehicle Replacement | 1,000,000 | - | - | - | - | - | - | 1,000,000 |
| REV243 - Low/No CNG Bus Procurement | - | - | - | - | - | - | - | - |
| REV244 - (Grant Dependent) Clean Diesel Bus Purchase- 2025 5339b Grant | 1,000 | - | - | - | - | - | - | 1,000 |
| REV245 - (Grant Dependent) CNG Bus Purchase- 2025 5339b Grant | 1,050,000 | - | - | - | - | - | - | 1,050,000 |
| SGR040 - Light Rail Vehicle Overhaul Program | 6,801,000 | - | 5,441,000 | - | - | - | - | 1,360,000 |
| SGR047 - Light Rail Stray Current Control | 500,000 | - | - | - | - | - | - | 500,000 |
| SGR353 - Locomotive Engine Overhaul | - | - | - | - | - | - | - | - |
| SGR359 - Bridge Rehabilitation & Maintenance | 500,000 | - | - | - | - | - | - | 500,000 |
| SGR370 - Red Signal Enforcement | - | - | - | - | - | - | - | - |
| SGR385 - Rail Replacement Program | 3,250,000 | - | 2,600,000 | - | - | - | - | 650,000 |
| SGR390 - Jordan River #2 Remodel | - | - | - | - | - | - | - | - |
| SGR391 - Commuter Rail Vehicle Rehab | 20,000,000 | - | 16,000,000 | - | - | - | - | 4,000,000 |
| SGR393 - Grade Crossing Replacement Program | 2,500,000 | - | 2,000,000 | - | - | - | - | 500,000 |
| SGR397 - Traction Power Substation Component Replacement | - | - | - | - | - | - | - | - |
| SGR398 - Overhead Catenary System Rehab and Replacement | 3,625,000 | - | 2,900,000 | - | - | - | - | 725,000 |
| SGR401 - Ballast and Tie replacement | 300,000 | - | - | - | - | - | - | 300,000 |
| SGR403 - Train Control Rehab & Replacement | 6,500,000 | - | 5,200,000 | - | - | - | - | 1,300,000 |
| SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement | 6,700,000 | - | 5,360,000 | - | - | - | - | 1,340,000 |
| SGR407 - Bus Stop Enhancements for ADA-compliance | 1,572,000 | - | - | - | - | - | - | 1,572,000 |
| SGR408 - UTA End of Line (EOL) Enhancements | 585,000 | - | 468,000 | - | - | - | - | 117,000 |
| SGR409 - UTA Operator Restrooms | 1,920,000 | - | - | - | - | - | - | 1,920,000 |
| SGR410 - Wayside Fiber Rehab/Replacement | 680,000 | - | 544,000 | - | - | - | - | 136,000 |

# 2028 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| SGR411 - Farmington Station Ped Bridge Repairs | - | - | - | - | - | - | - | - |
| SGR412 - Power Control Cabinet Replacement Project | - | - | - | - | - | - | - | - |
| SGR413 - Traction Power Substation Building Rehab | - | - | - | - | - | - | - | - |
| SGR414 - Rail Grinding | 2,600,000 | - | - | - | - | - | - | 2,600,000 |
| SGR415 - Wheel-Rail Interface (WRIS) and System Rail Grinding Criteria Developn | - | - | - | - | - | - | - | - |
| Enterprise Strategy | 3,435,000 | - | - | - | - | - | - | 3,435,000 |
| ICI001 - Passenger Station Information Sign Replacement | - | - | - | - | - | - | - | - |
| ICI146 - FrontRunner WiFi Enhancements | - | - | - | - | - | - | - | - |
| ICI173 - JDE System Enhancements | 50,000 | - | - | - | - | - | - | 50,000 |
| ICI179 - Network Infrastructure Equipment & Software | 500,000 | - | - | - | - | - | - | 500,000 |
| ICI186 - In-House Application Development | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI197 - SGR for Bus Communications On-Board Technology | - | - | - | - | - | - | - | - |
| ICI198 - Information and Cybersecurity Program | 260,000 | - | - | - | - | - | - | 260,000 |
| ICI199 - Rail Communication Onboard Tech | - | - | - | - | - | - | - | - |
| ICI201 - Server, Storage Infrastructure Equipment & Software | 1,600,000 | - | - | - | - | - | - | 1,600,000 |
| ICI202 - Radio Communication Infrastructure | - | - | - | - | - | - | - | - |
| ICI214 - Rail Car Automatic Passenger Counter Replacement | - | - | - | - | - | - | - | - |
| ICI224 - JDE 9.2 Applications Upgrade UNx | - | - | - | - | - | - | - | - |
| ICI226 - Radio Communication System | - | - | - | - | - | - | - | - |
| ICI230 - EAM/WM/RISC (Trapeze) | - | - | - | - | - | - | - | - |
| ICI232 - Trapeze PassWeb for Special Services | - | - | - | - | - | - | - | - |
| ICI233 - Technology Systems- State of Good Repair | 175,000 | - | - | - | - | - | - | 175,000 |
| ICI235 - ERP System Replacement Phase 2: Procurement | - | - | - | - | - | - | - | - |
| ICI236 - Electronic Communication System Rehab/Replacement | 700,000 | - | - | - | - | - | - | 700,000 |
| Executive Director (Safety) | 907,000 | - | - | - | - | - | - | 907,000 |
| FMA604 - Safety General Projects | 120,000 | - | - | - | - | - | - | 120,000 |
| FMA645 - Security Camera Sustainability | 500,000 | - | - | - | - | - | - | 500,000 |
| FMA658 - Bus Replacement Camera System | - | - | - | - | - | - | - | - |
| FMA681 - Electrical Arc Flash Hazard Analysis | 287,000 | - | - | - | - | - | - | 287,000 |
| ICI229 - TRAX and FrontRunner Vehicle Camera Installation | - | - | - | - | - | - | - | - |
| Finance | 10,445,000 | - | 405,000 | - | - | - | - | 10,040,000 |
| CDA006 - Coordinated Mobility 5310 Grant Administration All Funding Years | 342,000 | - | 342,000 | - | - | - | - | - |
| FMA686 - Warehouse Equipment Rehab and Replacement | 40,000 | - | - | - | - | - | - | 40,000 |
| ICI213 - eVoucher Phase 2 | - | - | - | - | - | - | - | - |
| ICI222 - Fares Systems Replacement Program | - | - | - | - | - | - | - | - |
| ICI234 - Coordinated Mobility IT Support | 63,000 | - | 63,000 | - | - | - | - | - |
| MSP222 - Coordinated Mobility Grant 5310- FFY 2018 20-1903 P/O 5310 | - | - | - | - | - | - | - | - |
| MSP276 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2022 | - | - | - | - | - | - | - | - |
| MSP277 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2022 UT-2023-02 | - | - | - | - | - | - | - | - |
| MSP278 - Coordinated Mobility 5310 Grant-Provo/Orem FFY 2022 UT-2023-024 | - | - | - | - | - | - | - | - |
| MSP279 - Coordinated Mobility 5310 Grant-Ogden/Layton FFY 2021 UT-2023-013 | - | - | - | - | - | - | - | - |
| MSP280 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2021 | - | - | - | - | - | - | - | - |
| MSP281 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2021 UT-2023-023 | - | - | - | - | - | - | - | - |
| MSP299 - Coordinated Mobility 5310 Grant- FFY 2019/2020 UT-2021-009-01 P/C | - | - | - | - | - | - | - | - |
| MSP302 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2024 UT-2025-00 | - | - | - | - | - | - | - | - |

# 2028 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP303 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2023 UT-2024-01 | - | - | - | - | - | - | - | - |
| MSP304 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2023 UT-2024-019 | - | - | - | - | - | - | - | - |
| MSP305 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2023 UT-2025-003 | - | - | - | - | - | - | - | - |
| MSP306 - Coordinated Mobility 5310 Grant- All Areas FFY 2026 | - | - | - | - | - | - | - | - |
| MSP307 - Coordinated Mobility 5310 Grant- All Areas FFY 2025 | - | - | - | - | - | - | - | - |
| MSP308 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2024 UT-2025-001 | - | - | - | - | - | - | - | - |
| MSP309 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2024 UT-2025-005 | - | - | - | - | - | - | - | - |
| MSP999 - Capital Contingency | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| REV239 - HB322 Future Rail Car Purchase Payment | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| Operations | 11,200,000 | - | 7,240,000 | - | - | - | - | 3,960,000 |
| FMA543 - Police Vehicle Replacement/Expansion | 725,000 | - | 580,000 | - | - | - | - | 145,000 |
| FMA652 - Facilities Equipment Replacement | 2,000,000 | - | 1,600,000 | - | - | - | - | 400,000 |
| FMA653 - Facilities Rehab/Replacement | 1,025,000 | - | - | - | - | - | - | 1,025,000 |
| FMA672 - Park & Ride Rehab/Replacement | 480,000 | - | - | - | - | - | - | 480,000 |
| FMA673 - Stations and Platforms Rehab/Replacement | 500,000 | - | - | - | - | - | - | 500,000 |
| FMA684 - Police Equipment | 475,000 | - | 380,000 | - | - | - | - | 95,000 |
| FMA685 - Wheel Truing Machine- Jordan River Service Center | - | - | - | - | - | - | - | - |
| FMA689 - New Bid Trailer for Meadowbrook Building 7 | - | - | - | - | - | - | - | - |
| FMA691 - FuelMaster Installation at Meadowbrook and Mt Ogden | - | - | - | - | - | - | - | - |
| FMA703 - Police Records Management System/Computer Aided Dispatch System | - | - | - | - | - | - | - | - |
| FMA704 - Mt Ogden Maintenance Building Floor Restoration | - | - | - | - | - | - | - | - |
| MSP210 - FrontRunner Bike Rack project | - | - | - | - | - | - | - | - |
| SGR386 - Light Rail Vehicle Accident Repair- Vehicles 1137 & 1122 | - | - | - | - | - | - | - | - |
| SGR416 - Light Rail Vehicle Collision Avoidance System | 5,850,000 | - | 4,680,000 | - | - | - | - | 1,170,000 |
| SGR417 - Light Rail Vehicle Accident Repair- Vehicle 1168 | 145,000 | - | - | - | - | - | - | 145,000 |
| People | - | - | - | - | - | - | - | - |
| FMA705 - HEP Training Engine Power Bank for Maintenance Training | - | - | - | - | - | - | - | - |
| ICI228 - Human Resource Information System Implementation | - | - | - | - | - | - | - | - |
| MSP310 - Bus Operations Training Simulator | - | - | - | - | - | - | - | - |
| MSP318 - Maintenance of Way Apprenticeship & Training | - | - | - | - | - | - | - | - |
| Planning & Engagement | 1,520,000 | - | - | - | - | - | - | 1,520,000 |
| MSP198 - Customer Experience and Wayfinding Plan | 600,000 | - | - | - | - | - | - | 600,000 |
| MSP268 - Optical Detection Next Steps | - | - | - | - | - | - | - | - |
| MSP270 - Transit Signal Priority On Board Units (TOBU) Project | 445,000 | - | - | - | - | - | - | 445,000 |
| MSP285 - Bus Speed and Reliability Program (BSRP) | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP294 - Planning Studies | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP314 - Capital and project development expenses for IMS services | - | - | - | - | - | - | - | - |
| MSP329 - (Grant Dependent) Bus scanning safety project | 75,000 | - | - | - | - | - | - | 75,000 |
| MSP330 - 2026 Microtransit Vehicle Upfitting | - | - | - | - | - | - | - | - |
| REV234 - Tooele County Microtransit & Vehicle Electrification | - | - | - | - | - | - | - | - |
| **Grand Total** | **207,932,000** | **52,117,000** | **72,102,000** | **25,528,000** | **3,093,000** | **3,525,000** | **3,033,000** | **48,534,000** |

# 2029 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| Capital Services | 142,615,000 | 40,697,000 | 38,617,000 | 29,640,000 | 3,393,000 | 974,000 | 1,521,000 | 27,773,000 |
| FMA516 - Corridor Fencing | 50,000 | - | - | - | - | - | - | 50,000 |
| FMA679 - Building Remodels/Reconfigurations | 500,000 | - | - | - | - | - | - | 500,000 |
| FMA680 - Suicide Prevention Research Project | - | - | - | - | - | - | - | - |
| FMA687 - Layton Station Improvements | - | - | - | - | - | - | - | - |
| FMA688 - Lab Building FLHQ Demolition/Parking Lot | - | - | - | - | - | - | - | - |
| FMA690 - Facility Program Development & Design | - | - | - | - | - | - | - | - |
| FMA693 - Meadowbrook Bus Charging Infrastructure | - | - | - | - | - | - | - | - |
| FMA694 - Electric Bus Chargers | - | - | - | - | - | - | - | - |
| FMA695 - Facility Program | - | - | - | - | - | - | - | - |
| FMA696 - Ogden Fueling System Replacement | - | - | - | - | - | - | - | - |
| FMA697 - Facility Strategic Plan: Fire Alarm Systems Remediation | - | - | - | - | - | - | - | - |
| FMA698 - Midvale RSC Operations work space and amenity remodel | - | - | - | - | - | - | - | - |
| FMA699 - Facility Strategic Plan: Electrical Systems Remediation | 1,613,000 | - | 1,290,000 | - | - | - | - | 323,000 |
| FMA700 - Elevator Replacements- Farmington Station | - | - | - | - | - | - | - | - |
| FMA701 - Escalators Replacement- North Temple Station | - | - | - | - | - | - | - | - |
| FMA702 - Aboveground Storage Tanks Product Lines Replacement | - | - | - | - | - | - | - | - |
| MSP132 - Internal Project Control System Tech Support | 35,000 | - | - | - | - | - | - | 35,000 |
| MSP140 - Box Elder County Corridor Preservation | - | - | - | - | - | - | - | - |
| MSP156 - Prop 1 Davis County Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP185 - OGX BRT | - | - | - | - | - | - | - | - |
| MSP189 - Signal Pre-emption Projects w/UDOT | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP193 - Weber County Corridor Preservation | 1,200,000 | - | 300,000 | - | - | - | 900,000 | - |
| MSP202 - (Grant Dependent) Davis-SLC Community Connector | 1,415,000 | - | 278,000 | - | - | 774,000 | 321,000 | 42,000 |
| MSP205 - TIGER Program of Projects | - | - | - | - | - | - | - | - |
| MSP207 - 3300/3500 South Bus Stop and Transit Signal Priority Optimization | - | - | - | - | - | - | - | - |
| MSP208 - Clearfield FrontRunner Station Trail | - | - | - | - | - | - | - | - |
| MSP215 - Sharp/Tintic Rail Corridor Connection | - | - | - | - | - | - | - | - |
| MSP216 - Point of the Mountain Transit | 200,000 | - | - | - | - | 200,000 | - | - |
| MSP224 - Utah County ADA Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP229 - Salt Lake County Bus Stop Improvements/Construction | 10,000 | - | - | - | - | - | - | 10,000 |
| MSP248 - Planning & Environmental Analysis | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP252 - FrontRunner 2X | 2,693,000 | - | - | - | 2,693,000 | - | - | - |
| MSP253 - MVX BRT | - | - | - | - | - | - | - | - |
| MSP254 - TRAX Orange Line Implementation and Red Line Realignment | 100,000 | - | - | - | 100,000 | - | - | - |
| MSP255 - Central Corridor | - | - | - | - | - | - | - | - |
| MSP258 - Mt Ogden Administration Building | - | - | - | - | - | - | - | - |
| MSP259 - S-Line Extension | - | - | - | - | - | - | - | - |
| MSP260 - 5600 West Bus Route | - | - | - | - | - | - | - | - |
| MSP262 - Salt Lake Central Headquarters & Station Redevelopment | - | - | - | - | - | - | - | - |
| MSP263 - Transit Oriented Development Working Capital | 688,000 | - | - | - | - | - | - | 688,000 |
| MSP264 - FrontRunner South Extension | 300,000 | - | - | - | - | - | 300,000 | - |
| MSP265 - Program Management Support | 3,730,000 | - | - | - | - | - | - | 3,730,000 |
| MSP267 - New Maintenance Training Facility | - | - | - | - | - | - | - | - |
| MSP271 - Maintenance of Way Department Training Yard | - | - | - | - | - | - | - | - |

# 2029 Details

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|---|---|---|---|---|---|---|---|---|
| MSP272 - TRAX Operational Simulator | - | - | - | - | - | - | - | - |
| MSP275 - Station Area Planning | - | - | - | - | - | - | - | - |
| MSP286 - Utah County Park & Ride Lots (x2) | - | - | - | - | - | - | - | - |
| MSP287 - UVX BRT 900 East Station | - | - | - | - | - | - | - | - |
| MSP288 - Sustainability Project Pool | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP293 - FrontRunner Shepard Lane Betterment | - | - | - | - | - | - | - | - |
| MSP300 - New TRAX platform in South Jordan | - | - | - | - | - | - | - | - |
| MSP301 - Federal 5339 Grant Program- Bus Stop Construction | - | - | - | - | - | - | - | - |
| MSP312 - FrontRunner 2X - The Point Improvements | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP320 - TRAX Forward | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP324 - Bus Stop Amenities | 10,000 | - | - | - | - | - | - | 10,000 |
| MSP325 - 200 South-Phase III-Transit Signal Priority | - | - | - | - | - | - | - | - |
| MSP326 - (Grant Dependent) Bus Charger at Orange Street and Wasatch & 3900 | 11,000 | - | - | - | - | - | - | 11,000 |
| MSP327 - (Grant Dependent) Bus Charger at Farmington Station or Ogden Statio | 11,000 | - | - | - | - | - | - | 11,000 |
| MSP328 - (Grant Dependent) Salt Lake or West Valley On Route Bus Chargers | - | - | - | - | - | - | - | - |
| REV205 - Replacement Non-Revenue Support Vehicles | 2,500,000 | - | - | 2,500,000 | - | - | - | - |
| REV209 - Paratransit Bus Replacement | - | - | - | - | - | - | - | - |
| REV211 - Revenue Bus Replacement | 25,640,000 | - | - | 25,540,000 | - | - | - | 100,000 |
| REV224 - Bus Overhaul | 2,000,000 | - | - | - | - | - | - | 2,000,000 |
| REV232 - Van Pool Vehicle Replacements | 1,600,000 | - | - | 1,600,000 | - | - | - | - |
| REV236 - Volkswagen Settlement Battery Buses | - | - | - | - | - | - | - | - |
| REV238 - SD100/SD160 Light Rail Vehicle Replacement | 40,697,000 | 40,697,000 | - | - | - | - | - | - |
| REV241 - Non-Revenue Vehicle Ancillary Equipment (Trailers, etc.) | 100,000 | - | - | - | - | - | - | 100,000 |
| REV242 - Non-Revenue Specialty Vehicle Replacement | 1,000,000 | - | - | - | - | - | - | 1,000,000 |
| REV243 - Low/No CNG Bus Procurement | - | - | - | - | - | - | - | - |
| REV244 - (Grant Dependent) Clean Diesel Bus Purchase- 2025 5339b Grant | 3,406,000 | - | - | - | - | - | - | 3,406,000 |
| REV245 - (Grant Dependent) CNG Bus Purchase- 2025 5339b Grant | - | - | - | - | - | - | - | - |
| SGR040 - Light Rail Vehicle Overhaul Program | 3,661,000 | - | 2,929,000 | - | - | - | - | 732,000 |
| SGR047 - Light Rail Stray Current Control | 500,000 | - | - | - | - | - | - | 500,000 |
| SGR353 - Locomotive Engine Overhaul | - | - | - | - | - | - | - | - |
| SGR359 - Bridge Rehabilitation & Maintenance | 520,000 | - | - | - | - | - | - | 520,000 |
| SGR370 - Red Signal Enforcement | - | - | - | - | - | - | - | - |
| SGR385 - Rail Replacement Program | 5,100,000 | - | 4,080,000 | - | - | - | - | 1,020,000 |
| SGR390 - Jordan River #2 Remodel | - | - | - | - | - | - | - | - |
| SGR391 - Commuter Rail Vehicle Rehab | 15,000,000 | - | 12,000,000 | - | - | - | - | 3,000,000 |
| SGR393 - Grade Crossing Replacement Program | 2,500,000 | - | 2,000,000 | - | - | - | - | 500,000 |
| SGR397 - Traction Power Substation Component Replacement | - | - | - | - | - | - | - | - |
| SGR398 - Overhead Catenary System Rehab and Replacement | 5,000,000 | - | 4,000,000 | - | - | - | - | 1,000,000 |
| SGR401 - Ballast and Tie replacement | 300,000 | - | - | - | - | - | - | 300,000 |
| SGR403 - Train Control Rehab & Replacement | 6,500,000 | - | 5,200,000 | - | - | - | - | 1,300,000 |
| SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement | 6,900,000 | - | 5,520,000 | - | - | - | - | 1,380,000 |
| SGR407 - Bus Stop Enhancements for ADA-compliance | 1,565,000 | - | - | - | - | - | - | 1,565,000 |
| SGR408 - UTA End of Line (EOL) Enhancements | 585,000 | - | 468,000 | - | - | - | - | 117,000 |
| SGR409 - UTA Operator Restrooms | 1,885,000 | - | - | - | - | - | - | 1,885,000 |
| SGR410 - Wayside Fiber Rehab/Replacement | 690,000 | - | 552,000 | - | - | - | - | 138,000 |

# 2029 Details

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|---|---|---|---|---|---|---|---|---|
| SGR411 - Farmington Station Ped Bridge Repairs | - | - | - | - | - | - | - | - |
| SGR412 - Power Control Cabinet Replacement Project | - | - | - | - | - | - | - | - |
| SGR413 - Traction Power Substation Building Rehab | - | - | - | - | - | - | - | - |
| SGR414 - Rail Grinding | 1,300,000 | - | - | - | - | - | - | 1,300,000 |
| SGR415 - Wheel-Rail Interface (WRIS) and System Rail Grinding Criteria Developn | - | - | - | - | - | - | - | - |
| Enterprise Strategy | 2,875,000 | - | - | - | - | - | - | 2,875,000 |
| ICI001 - Passenger Station Information Sign Replacement | - | - | - | - | - | - | - | - |
| ICI146 - FrontRunner WiFi Enhancements | - | - | - | - | - | - | - | - |
| ICI173 - JDE System Enhancements | - | - | - | - | - | - | - | - |
| ICI179 - Network Infrastructure Equipment & Software | 500,000 | - | - | - | - | - | - | 500,000 |
| ICI186 - In-House Application Development | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI197 - SGR for Bus Communications On-Board Technology | - | - | - | - | - | - | - | - |
| ICI198 - Information and Cybersecurity Program | 495,000 | - | - | - | - | - | - | 495,000 |
| ICI199 - Rail Communication Onboard Tech | - | - | - | - | - | - | - | - |
| ICI201 - Server, Storage Infrastructure Equipment & Software | 880,000 | - | - | - | - | - | - | 880,000 |
| ICI202 - Radio Communication Infrastructure | - | - | - | - | - | - | - | - |
| ICI214 - Rail Car Automatic Passenger Counter Replacement | - | - | - | - | - | - | - | - |
| ICI224 - JDE 9.2 Applications Upgrade UNx | - | - | - | - | - | - | - | - |
| ICI226 - Radio Communication System | - | - | - | - | - | - | - | - |
| ICI230 - EAM/WM/RISC (Trapeze) | - | - | - | - | - | - | - | - |
| ICI232 - Trapeze PassWeb for Special Services | - | - | - | - | - | - | - | - |
| ICI233 - Technology Systems- State of Good Repair | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI235 - ERP System Replacement Phase 2: Procurement | - | - | - | - | - | - | - | - |
| ICI236 - Electronic Communication System Rehab/Replacement | 700,000 | - | - | - | - | - | - | 700,000 |
| Executive Director (Safety) | 1,007,000 | - | - | - | - | - | - | 1,007,000 |
| FMA604 - Safety General Projects | 120,000 | - | - | - | - | - | - | 120,000 |
| FMA645 - Security Camera Sustainability | 600,000 | - | - | - | - | - | - | 600,000 |
| FMA658 - Bus Replacement Camera System | - | - | - | - | - | - | - | - |
| FMA681 - Electrical Arc Flash Hazard Analysis | 287,000 | - | - | - | - | - | - | 287,000 |
| ICI229 - TRAX and FrontRunner Vehicle Camera Installation | - | - | - | - | - | - | - | - |
| Finance | 10,484,000 | - | 415,000 | - | - | - | - | 10,069,000 |
| CDA006 - Coordinated Mobility 5310 Grant Administration All Funding Years | 352,000 | - | 352,000 | - | - | - | - | - |
| FMA686 - Warehouse Equipment Rehab and Replacement | 69,000 | - | - | - | - | - | - | 69,000 |
| ICI213 - eVoucher Phase 2 | - | - | - | - | - | - | - | - |
| ICI222 - Fares Systems Replacement Program | - | - | - | - | - | - | - | - |
| ICI234 - Coordinated Mobility IT Support | 63,000 | - | 63,000 | - | - | - | - | - |
| MSP276 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2022 | - | - | - | - | - | - | - | - |
| MSP277 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2022 UT-2023-02 | - | - | - | - | - | - | - | - |
| MSP278 - Coordinated Mobility 5310 Grant-Provo/Orem FFY 2022 UT-2023-024 | - | - | - | - | - | - | - | - |
| MSP279 - Coordinated Mobility 5310 Grant-Ogden/Layton FFY 2021 UT-2023-013 | - | - | - | - | - | - | - | - |
| MSP280 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2021 | - | - | - | - | - | - | - | - |
| MSP281 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2021 UT-2023-023 | - | - | - | - | - | - | - | - |
| MSP299 - Coordinated Mobility 5310 Grant- FFY 2019/2020 UT-2021-009-01 P/C | - | - | - | - | - | - | - | - |
| MSP302 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2024 UT-2025-00 | - | - | - | - | - | - | - | - |
| MSP303 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2023 UT-2024-01 | - | - | - | - | - | - | - | - |

# 2029 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP304 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2023 UT-2024-019 | - | - | - | - | - | - | - | - |
| MSP305 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2023 UT-2025-003 | - | - | - | - | - | - | - | - |
| MSP306 - Coordinated Mobility 5310 Grant- All Areas FFY 2026 | - | - | - | - | - | - | - | - |
| MSP307 - Coordinated Mobility 5310 Grant- All Areas FFY 2025 | - | - | - | - | - | - | - | - |
| MSP308 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2024 UT-2025-001 | - | - | - | - | - | - | - | - |
| MSP309 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2024 UT-2025-005 | - | - | - | - | - | - | - | - |
| MSP999 - Capital Contingency | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| REV239 - HB322 Future Rail Car Purchase Payment | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| Operations | 9,080,000 | - | 5,424,000 | - | - | - | - | 3,656,000 |
| FMA543 - Police Vehicle Replacement/Expansion | 730,000 | - | 584,000 | - | - | - | - | 146,000 |
| FMA652 - Facilities Equipment Replacement | 800,000 | - | - | - | - | - | - | 800,000 |
| FMA653 - Facilities Rehab/Replacement | 720,000 | - | - | - | - | - | - | 720,000 |
| FMA672 - Park & Ride Rehab/Replacement | 480,000 | - | - | - | - | - | - | 480,000 |
| FMA673 - Stations and Platforms Rehab/Replacement | 300,000 | - | - | - | - | - | - | 300,000 |
| FMA684 - Police Equipment | 350,000 | - | 280,000 | - | - | - | - | 70,000 |
| FMA685 - Wheel Truing Machine- Jordan River Service Center | - | - | - | - | - | - | - | - |
| FMA689 - New Bid Trailer for Meadowbrook Building 7 | - | - | - | - | - | - | - | - |
| FMA691 - FuelMaster Installation at Meadowbrook and Mt Ogden | - | - | - | - | - | - | - | - |
| FMA703 - Police Records Management System/Computer Aided Dispatch System | - | - | - | - | - | - | - | - |
| FMA704 - Mt Ogden Maintenance Building Floor Restoration | - | - | - | - | - | - | - | - |
| MSP210 - FrontRunner Bike Rack project | - | - | - | - | - | - | - | - |
| SGR386 - Light Rail Vehicle Accident Repair- Vehicles 1137 & 1122 | - | - | - | - | - | - | - | - |
| SGR416 - Light Rail Vehicle Collision Avoidance System | 5,700,000 | - | 4,560,000 | - | - | - | - | 1,140,000 |
| SGR417 - Light Rail Vehicle Accident Repair- Vehicle 1168 | - | - | - | - | - | - | - | - |
| People | - | - | - | - | - | - | - | - |
| FMA705 - HEP Training Engine Power Bank for Maintenance Training | - | - | - | - | - | - | - | - |
| ICI228 - Human Resource Information System Implementation | - | - | - | - | - | - | - | - |
| MSP310 - Bus Operations Training Simulator | - | - | - | - | - | - | - | - |
| MSP318 - Maintenance of Way Apprenticeship & Training | - | - | - | - | - | - | - | - |
| Planning & Engagement | 1,445,000 | - | - | - | - | - | - | 1,445,000 |
| MSP198 - Customer Experience and Wayfinding Plan | 600,000 | - | - | - | - | - | - | 600,000 |
| MSP268 - Optical Detection Next Steps | - | - | - | - | - | - | - | - |
| MSP270 - Transit Signal Priority On Board Units (TOBU) Project | 445,000 | - | - | - | - | - | - | 445,000 |
| MSP285 - Bus Speed and Reliability Program (BSRP) | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP294 - Planning Studies | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP314 - Capital and project development expenses for IMS services | - | - | - | - | - | - | - | - |
| MSP329 - (Grant Dependent) Bus scanning safety project | - | - | - | - | - | - | - | - |
| MSP330 - 2026 Microtransit Vehicle Upfitting | - | - | - | - | - | - | - | - |
| REV234 - Tooele County Microtransit & Vehicle Electrification | - | - | - | - | - | - | - | - |
| **Grand Total** | **167,506,000** | **40,697,000** | **44,456,000** | **29,640,000** | **3,393,000** | **974,000** | **1,521,000** | **46,825,000** |

# 2030 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| Capital Services | 81,694,000 | 4,690,000 | 27,061,000 | 26,361,000 | 700,000 | 2,151,000 | 21,000 | 20,710,000 |
| FMA516 - Corridor Fencing | 50,000 | - | - | - | - | - | - | 50,000 |
| FMA679 - Building Remodels/Reconfigurations | 500,000 | - | - | - | - | - | - | 500,000 |
| FMA680 - Suicide Prevention Research Project | - | - | - | - | - | - | - | - |
| FMA687 - Layton Station Improvements | - | - | - | - | - | - | - | - |
| FMA688 - Lab Building FLHQ Demolition/Parking Lot | - | - | - | - | - | - | - | - |
| FMA690 - Facility Program Development & Design | - | - | - | - | - | - | - | - |
| FMA693 - Meadowbrook Bus Charging Infrastructure | - | - | - | - | - | - | - | - |
| FMA694 - Electric Bus Chargers | - | - | - | - | - | - | - | - |
| FMA695 - Facility Program | - | - | - | - | - | - | - | - |
| FMA696 - Ogden Fueling System Replacement | - | - | - | - | - | - | - | - |
| FMA697 - Facility Strategic Plan: Fire Alarm Systems Remediation | - | - | - | - | - | - | - | - |
| FMA698 - Midvale RSC Operations work space and amenity remodel | - | - | - | - | - | - | - | - |
| FMA699 - Facility Strategic Plan: Electrical Systems Remediation | - | - | - | - | - | - | - | - |
| FMA700 - Elevator Replacements- Farmington Station | - | - | - | - | - | - | - | - |
| FMA701 - Escalators Replacement- North Temple Station | - | - | - | - | - | - | - | - |
| FMA702 - Aboveground Storage Tanks Product Lines Replacement | - | - | - | - | - | - | - | - |
| MSP132 - Internal Project Control System Tech Support | 35,000 | - | - | - | - | - | - | 35,000 |
| MSP140 - Box Elder County Corridor Preservation | - | - | - | - | - | - | - | - |
| MSP156 - Prop 1 Davis County Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP185 - OGX BRT | - | - | - | - | - | - | - | - |
| MSP189 - Signal Pre-emption Projects w/UDOT | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP193 - Weber County Corridor Preservation | - | - | - | - | - | - | - | - |
| MSP202 - (Grant Dependent) Davis-SLC Community Connector | 94,000 | - | 21,000 | - | - | 49,000 | 21,000 | 3,000 |
| MSP205 - TIGER Program of Projects | - | - | - | - | - | - | - | - |
| MSP207 - 3300/3500 South Bus Stop and Transit Signal Priority Optimization | - | - | - | - | - | - | - | - |
| MSP208 - Clearfield FrontRunner Station Trail | - | - | - | - | - | - | - | - |
| MSP215 - Sharp/Tintic Rail Corridor Connection | - | - | - | - | - | - | - | - |
| MSP216 - Point of the Mountain Transit | 2,102,000 | - | - | - | - | 2,102,000 | - | - |
| MSP224 - Utah County ADA Bus Stop Improvements | - | - | - | - | - | - | - | - |
| MSP229 - Salt Lake County Bus Stop Improvements/Construction | 10,000 | - | - | - | - | - | - | 10,000 |
| MSP248 - Planning & Environmental Analysis | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP252 - FrontRunner 2X | - | - | - | - | - | - | - | - |
| MSP253 - MVX BRT | - | - | - | - | - | - | - | - |
| MSP254 - TRAX Orange Line Implementation and Red Line Realignment | 100,000 | - | - | - | 100,000 | - | - | - |
| MSP255 - Central Corridor | - | - | - | - | - | - | - | - |
| MSP258 - Mt Ogden Administration Building | - | - | - | - | - | - | - | - |
| MSP259 - S-Line Extension | - | - | - | - | - | - | - | - |
| MSP260 - 5600 West Bus Route | - | - | - | - | - | - | - | - |
| MSP262 - Salt Lake Central Headquarters & Station Redevelopment | - | - | - | - | - | - | - | - |
| MSP263 - Transit Oriented Development Working Capital | 688,000 | - | - | - | - | - | - | 688,000 |
| MSP264 - FrontRunner South Extension | - | - | - | - | - | - | - | - |
| MSP265 - Program Management Support | 3,730,000 | - | - | - | - | - | - | 3,730,000 |
| MSP267 - New Maintenance Training Facility | - | - | - | - | - | - | - | - |

# 2030 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond- Rounded | Sum of Grants - Award Executed- Rounded | Sum of Lease- Rounded | Sum of State- Rounded | Sum of TTIF- Rounded | Sum of Local Partner- Rounded | Sum of UTA Local- Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP271 - Maintenance of Way Department Training Yard | - | - | - | - | - | - | - | - |
| MSP272 - TRAX Operational Simulator | - | - | - | - | - | - | - | - |
| MSP275 - Station Area Planning | - | - | - | - | - | - | - | - |
| MSP286 - Utah County Park & Ride Lots (x2) | - | - | - | - | - | - | - | - |
| MSP287 - UVX BRT 900 East Station | - | - | - | - | - | - | - | - |
| MSP288 - Sustainability Project Pool | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP293 - FrontRunner Shepard Lane Betterment | - | - | - | - | - | - | - | - |
| MSP300 - New TRAX platform in South Jordan | - | - | - | - | - | - | - | - |
| MSP301 - Federal 5339 Grant Program- Bus Stop Construction | - | - | - | - | - | - | - | - |
| MSP312 - FrontRunner 2X - The Point Improvements | 300,000 | - | - | - | 300,000 | - | - | - |
| MSP320 - TRAX Forward | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP324 - Bus Stop Amenities | 10,000 | - | - | - | - | - | - | 10,000 |
| MSP325 - 200 South-Phase III-Transit Signal Priority | - | - | - | - | - | - | - | - |
| MSP326 - (Grant Dependent) Bus Charger at Orange Street and Wasatch & 3900 | 87,000 | - | - | - | - | - | - | 87,000 |
| MSP327 - (Grant Dependent) Bus Charger at Farmington Station or Ogden Statio | 94,000 | - | - | - | - | - | - | 94,000 |
| MSP328 - (Grant Dependent) Salt Lake or West Valley On Route Bus Chargers | - | - | - | - | - | - | - | - |
| REV205 - Replacement Non-Revenue Support Vehicles | 2,000,000 | - | - | 2,000,000 | - | - | - | - |
| REV209 - Paratransit Bus Replacement | - | - | - | - | - | - | - | - |
| REV211 - Revenue Bus Replacement | 22,861,000 | - | - | 22,761,000 | - | - | - | 100,000 |
| REV224 - Bus Overhaul | 2,000,000 | - | - | - | - | - | - | 2,000,000 |
| REV232 - Van Pool Vehicle Replacements | 1,600,000 | - | - | 1,600,000 | - | - | - | - |
| REV236 - Volkswagen Settlement Battery Buses | - | - | - | - | - | - | - | - |
| REV238 - SD100/SD160 Light Rail Vehicle Replacement | 4,690,000 | 4,690,000 | - | - | - | - | - | - |
| REV241 - Non-Revenue Vehicle Ancillary Equipment (Trailers, etc.) | 100,000 | - | - | - | - | - | - | 100,000 |
| REV242 - Non-Revenue Specialty Vehicle Replacement | 1,000,000 | - | - | - | - | - | - | 1,000,000 |
| REV243 - Low/No CNG Bus Procurement | - | - | - | - | - | - | - | - |
| REV244 - (Grant Dependent) Clean Diesel Bus Purchase- 2025 5339b Grant | - | - | - | - | - | - | - | - |
| REV245 - (Grant Dependent) CNG Bus Purchase- 2025 5339b Grant | - | - | - | - | - | - | - | - |
| SGR040 - Light Rail Vehicle Overhaul Program | 2,000,000 | - | 1,600,000 | - | - | - | - | 400,000 |
| SGR047 - Light Rail Stray Current Control | 500,000 | - | - | - | - | - | - | 500,000 |
| SGR353 - Locomotive Engine Overhaul | - | - | - | - | - | - | - | - |
| SGR359 - Bridge Rehabilitation & Maintenance | 540,000 | - | - | - | - | - | - | 540,000 |
| SGR370 - Red Signal Enforcement | - | - | - | - | - | - | - | - |
| SGR385 - Rail Replacement Program | 1,250,000 | - | 1,000,000 | - | - | - | - | 250,000 |
| SGR390 - Jordan River #2 Remodel | - | - | - | - | - | - | - | - |
| SGR391 - Commuter Rail Vehicle Rehab | 15,000,000 | - | 12,000,000 | - | - | - | - | 3,000,000 |
| SGR393 - Grade Crossing Replacement Program | 2,500,000 | - | 2,000,000 | - | - | - | - | 500,000 |
| SGR397 - Traction Power Substation Component Replacement | - | - | - | - | - | - | - | - |
| SGR398 - Overhead Catenary System Rehab and Replacement | 2,500,000 | - | 2,000,000 | - | - | - | - | 500,000 |
| SGR401 - Ballast and Tie replacement | 300,000 | - | - | - | - | - | - | 300,000 |
| SGR403 - Train Control Rehab & Replacement | 6,000,000 | - | 4,800,000 | - | - | - | - | 1,200,000 |
| SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement | 3,300,000 | - | 2,640,000 | - | - | - | - | 660,000 |
| SGR407 - Bus Stop Enhancements for ADA-compliance | 1,818,000 | - | - | - | - | - | - | 1,818,000 |
| SGR408 - UTA End of Line (EOL) Enhancements | 550,000 | - | 440,000 | - | - | - | - | 110,000 |

# 2030 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| SGR409 - UTA Operator Restrooms | 1,885,000 | - | - | - | - | - | - | 1,885,000 |
| SGR410 - Wayside Fiber Rehab/Replacement | 700,000 | - | 560,000 | - | - | - | - | 140,000 |
| SGR411 - Farmington Station Ped Bridge Repairs | - | - | - | - | - | - | - | - |
| SGR412 - Power Control Cabinet Replacement Project | - | - | - | - | - | - | - | - |
| SGR413 - Traction Power Substation Building Rehab | - | - | - | - | - | - | - | - |
| SGR414 - Rail Grinding | - | - | - | - | - | - | - | - |
| SGR415 - Wheel-Rail Interface (WRIS) and System Rail Grinding Criteria Developr | - | - | - | - | - | - | - | - |
| Enterprise Strategy | 3,150,000 | - | - | - | - | - | - | 3,150,000 |
| ICI001 - Passenger Station Information Sign Replacement | - | - | - | - | - | - | - | - |
| ICI146 - FrontRunner WiFi Enhancements | - | - | - | - | - | - | - | - |
| ICI173 - JDE System Enhancements | - | - | - | - | - | - | - | - |
| ICI179 - Network Infrastructure Equipment & Software | 500,000 | - | - | - | - | - | - | 500,000 |
| ICI186 - In-House Application Development | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI197 - SGR for Bus Communications On-Board Technology | - | - | - | - | - | - | - | - |
| ICI198 - Information and Cybersecurity Program | 550,000 | - | - | - | - | - | - | 550,000 |
| ICI199 - Rail Communication Onboard Tech | - | - | - | - | - | - | - | - |
| ICI201 - Server, Storage Infrastructure Equipment & Software | 1,100,000 | - | - | - | - | - | - | 1,100,000 |
| ICI202 - Radio Communication Infrastructure | - | - | - | - | - | - | - | - |
| ICI214 - Rail Car Automatic Passenger Counter Replacement | - | - | - | - | - | - | - | - |
| ICI224 - JDE 9.2 Applications Upgrade UNx | - | - | - | - | - | - | - | - |
| ICI226 - Radio Communication System | - | - | - | - | - | - | - | - |
| ICI230 - EAM/WM/RISC (Trapeze) | - | - | - | - | - | - | - | - |
| ICI232 - Trapeze PassWeb for Special Services | - | - | - | - | - | - | - | - |
| ICI233 - Technology Systems- State of Good Repair | 150,000 | - | - | - | - | - | - | 150,000 |
| ICI235 - ERP System Replacement Phase 2: Procurement | - | - | - | - | - | - | - | - |
| ICI236 - Electronic Communication System Rehab/Replacement | 700,000 | - | - | - | - | - | - | 700,000 |
| Executive Director (Safety) | 770,000 | - | - | - | - | - | - | 770,000 |
| FMA604 - Safety General Projects | 120,000 | - | - | - | - | - | - | 120,000 |
| FMA645 - Security Camera Sustainability | 650,000 | - | - | - | - | - | - | 650,000 |
| FMA658 - Bus Replacement Camera System | - | - | - | - | - | - | - | - |
| FMA681 - Electrical Arc Flash Hazard Analysis | - | - | - | - | - | - | - | - |
| ICI229 - TRAX and FrontRunner Vehicle Camera Installation | - | - | - | - | - | - | - | - |
| Finance | 10,395,000 | - | 370,000 | - | - | - | - | 10,025,000 |
| CDA006 - Coordinated Mobility 5310 Grant Administration All Funding Years | 370,000 | - | 370,000 | - | - | - | - | - |
| FMA686 - Warehouse Equipment Rehab and Replacement | 25,000 | - | - | - | - | - | - | 25,000 |
| ICI213 - eVoucher Phase 2 | - | - | - | - | - | - | - | - |
| ICI222 - Fares Systems Replacement Program | - | - | - | - | - | - | - | - |
| ICI234 - Coordinated Mobility IT Support | - | - | - | - | - | - | - | - |
| MSP276 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2022 | - | - | - | - | - | - | - | - |
| MSP277 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2022 UT-2023-02 | - | - | - | - | - | - | - | - |
| MSP278 - Coordinated Mobility 5310 Grant-Provo/Orem FFY 2022 UT-2023-024 | - | - | - | - | - | - | - | - |
| MSP279 - Coordinated Mobility 5310 Grant-Ogden/Layton FFY 2021 UT-2023-01 | - | - | - | - | - | - | - | - |
| MSP280 - Coordinated Mobility 5310 Grant- Salt Lake City/West Valley FFY 2021 | - | - | - | - | - | - | - | - |
| MSP281 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2021 UT-2023-023 | - | - | - | - | - | - | - | - |

# 2030 Details

| Office/Projects | Sum of Total Budget- Rounded | Sum of Bond-Rounded | Sum of Grants - Award Executed-Rounded | Sum of Lease-Rounded | Sum of State-Rounded | Sum of TTIF-Rounded | Sum of Local Partner-Rounded | Sum of UTA Local-Rounded |
|---|---|---|---|---|---|---|---|---|
| MSP299 - Coordinated Mobility 5310 Grant- FFY 2019/2020 UT-2021-009-01 P/ | - | - | - | - | - | - | - | - |
| MSP302 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2024 UT-2025-00 | - | - | - | - | - | - | - | - |
| MSP303 - Coordinated Mobility 5310 Grant- Ogden/Layton FFY 2023 UT-2024-01 | - | - | - | - | - | - | - | - |
| MSP304 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2023 UT-2024-019 | - | - | - | - | - | - | - | - |
| MSP305 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2023 UT-2025-003 | - | - | - | - | - | - | - | - |
| MSP306 - Coordinated Mobility 5310 Grant- All Areas FFY 2026 | - | - | - | - | - | - | - | - |
| MSP307 - Coordinated Mobility 5310 Grant- All Areas FFY 2025 | - | - | - | - | - | - | - | - |
| MSP308 - Coordinated Mobility 5310 Grant- Salt Lake FFY 2024 UT-2025-001 | - | - | - | - | - | - | - | - |
| MSP309 - Coordinated Mobility 5310 Grant- Provo/Orem FFY 2024 UT-2025-005 | - | - | - | - | - | - | - | - |
| MSP999 - Capital Contingency | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| REV239 - HB322 Future Rail Car Purchase Payment | 5,000,000 | - | - | - | - | - | - | 5,000,000 |
| Operations | 6,800,000 | - | 3,480,000 | - | - | - | - | 3,320,000 |
| FMA543 - Police Vehicle Replacement/Expansion | 1,000,000 | - | 800,000 | - | - | - | - | 200,000 |
| FMA652 - Facilities Equipment Replacement | 800,000 | - | - | - | - | - | - | 800,000 |
| FMA653 - Facilities Rehab/Replacement | 670,000 | - | - | - | - | - | - | 670,000 |
| FMA672 - Park & Ride Rehab/Replacement | 480,000 | - | - | - | - | - | - | 480,000 |
| FMA673 - Stations and Platforms Rehab/Replacement | 500,000 | - | - | - | - | - | - | 500,000 |
| FMA684 - Police Equipment | 350,000 | - | 280,000 | - | - | - | - | 70,000 |
| FMA685 - Wheel Truing Machine- Jordan River Service Center | - | - | - | - | - | - | - | - |
| FMA689 - New Bid Trailer for Meadowbrook Building 7 | - | - | - | - | - | - | - | - |
| FMA691 - FuelMaster Installation at Meadowbrook and Mt Ogden | - | - | - | - | - | - | - | - |
| FMA703 - Police Records Management System/Computer Aided Dispatch System | - | - | - | - | - | - | - | - |
| FMA704 - Mt Ogden Maintenance Building Floor Restoration | - | - | - | - | - | - | - | - |
| MSP210 - FrontRunner Bike Rack project | - | - | - | - | - | - | - | - |
| SGR386 - Light Rail Vehicle Accident Repair- Vehicles 1137 & 1122 | - | - | - | - | - | - | - | - |
| SGR416 - Light Rail Vehicle Collision Avoidance System | 3,000,000 | - | 2,400,000 | - | - | - | - | 600,000 |
| SGR417 - Light Rail Vehicle Accident Repair- Vehicle 1168 | - | - | - | - | - | - | - | - |
| People | - | - | - | - | - | - | - | - |
| FMA705 - HEP Training Engine Power Bank for Maintenance Training | - | - | - | - | - | - | - | - |
| ICI228 - Human Resource Information System Implementation | - | - | - | - | - | - | - | - |
| MSP310 - Bus Operations Training Simulator | - | - | - | - | - | - | - | - |
| MSP318 - Maintenance of Way Apprenticeship & Training | - | - | - | - | - | - | - | - |
| Planning & Engagement | 1,445,000 | - | - | - | - | - | - | 1,445,000 |
| MSP198 - Customer Experience and Wayfinding Plan | 600,000 | - | - | - | - | - | - | 600,000 |
| MSP268 - Optical Detection Next Steps | - | - | - | - | - | - | - | - |
| MSP270 - Transit Signal Priority On Board Units (TOBU) Project | 445,000 | - | - | - | - | - | - | 445,000 |
| MSP285 - Bus Speed and Reliability Program (BSRP) | 100,000 | - | - | - | - | - | - | 100,000 |
| MSP294 - Planning Studies | 300,000 | - | - | - | - | - | - | 300,000 |
| MSP314 - Capital and project development expenses for IMS services | - | - | - | - | - | - | - | - |
| MSP329 - (Grant Dependent) Bus scanning safety project | - | - | - | - | - | - | - | - |
| MSP330 - 2026 Microtransit Vehicle Upfitting | - | - | - | - | - | - | - | - |
| REV234 - Tooele County Microtransit & Vehicle Electrification | - | - | - | - | - | - | - | - |
| **Grand Total** | **104,254,000** | **4,690,000** | **30,911,000** | **26,361,000** | **700,000** | **2,151,000** | **21,000** | **39,420,000** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**R2025-12-04 - Resolution Granting 2026 Expenditure and Disbursement Authority for Non-Inventory Vendors**

**AGENDA ITEM TYPE:**
Resolution

**RECOMMENDATION:**
Approve Resolution R2025-12-04 granting 2026 expenditure and disbursement authority for disbursements to designated non-inventory vendors, as presented.

**BACKGROUND:**
The Utah Public Transit District Act (Utah Code §17B-2a-808.1(2)(u)) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding $250,000 and any proposed change order to an existing contract if the value of the change order exceeds 25% of the total contract or $250,000. Further, the Board of Trustees of UTA in its Board Policy 2.2 - Contracting Authority, Procurement and Grants further defined which contracts, change orders and disbursements must be approved by the Board. Specifically, Board Policy 2.2 (III)(D)(3) permits the Board to preapprove disbursements equal to or greater than $250,000 by Resolution.

**DISCUSSION:**
The proposed resolution will request the board's authorization for:

- Expenditures anticipated in 2026 for certain non-inventory vendors defined in Exhibit A of the resolution.

These vendors represent obligations of the Authority to payroll, government or utility vendors.

The 2026 not to exceed (NTE) amounts have been increased by 3 % for operating expenditures and 7 % for payroll related expenditures to mirror increases in the 2026 budget.

Like 2025, a quarterly report on all non-inventory disbursements will be presented to the Board in a public meeting and will include year-to-date expenditures by vendor. Any disbursement exceeding the amount authorized in this resolution will be brought back to the board for further consideration and approval prior to assuming the expenditure.

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**ALTERNATIVES:**

If the Board does not enact this Resolution, future payments to the listed vendors will need to be presented individually to the Board for approval.

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**FISCAL IMPACT:**

The disbursements authorized in this resolution for 2026 expenses (detailed in Exhibit A to the resolution) represent payments and disbursements for payroll, utility, and government vendor obligations and are accounted for in the Authority's adopted 2026 budget.

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**ATTACHMENTS:**

- Resolution R2025-12-04

Docusign Envelope ID: 1F83EFF0-84CC-440C-84A2-8C112402AD44

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY GRANTING 2026 EXPENDITURE AND DISBURSEMENT AUTHORITY FOR NON-INVENTORY VENDORS

R2025-12-04 December 17, 2025

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

WHEREAS, UTAH CODE §17B-2a-808.1(2)(u) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding $250,000 and any proposed change order to an existing contract if the value of the change order exceeds 25% of the total contract or $250,000; and

WHEREAS, Board Policy 2.2 – Contracting Authority, Procurement and Grants defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (III)(D)(3)) allows the Board to preapprove disbursements equal to or greater than $250,000 by Resolution; and

WHEREAS, the Board wishes to authorize certain 2026 expenditures and disbursements for non-inventory vendors

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

1. That the Board authorizes 2026 expenses and disbursements to non-inventory vendors for the purposes and expenditure ranges described in Exhibit A.

2. That the Executive Director is authorized to approve payments to vendors in 2026 for the purposes and expenditure ranges described in Exhibit A.

3. That a quarterly report on all 2026 non-inventory disbursements will be presented to the Board in a public meeting and will include the year-to-date expenditure made to each vendor.

4. That any non-inventory vendor expenditure or disbursement anticipated to exceed the amounts authorized in this Resolution shall be brought to the Board in advance of any obligation for further consideration and approval.

5. That the Board hereby ratifies any and all actions taken by Authority management, staff, and counsel in furtherance of and effectuating the intent of this Resolution.

Docusign Envelope ID: 1F83EFF0-84CC-440C-84A2-8C112402AD44

7. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 17th day of December 2025.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

(Corporate Seal)

Secretary of the Authority

Approved As To Form:

Signed by:
David M. Wilkins
0F0F040DE4724A2...
Legal Counsel

Docusign Envelope ID: 1F83EFF0-84CC-440C-84A2-8C112402AD44

# Exhibit A

## 2026 Disbursements Approved for Certain Vendors

| Type | Vendor Name | Purpose | 2025 Not to Exceed | 2026 Not to Exceed |
|---|---|---|---|---|
| Payroll | Department of the Treasury | Payroll Taxes | $50,696,139 | $54,244,869 |
| Payroll | UTA/ATU JOINT INSURANCE TRUST | Health Insurance (Collective Bargaining) | $35,480,790 | $36,900,022 |
| Payroll | OFFICE OF RECOVERY SERVICES | Utah State Child Support | $451,514 | $483,120 |
| Payroll | AMALGAMATED TRANSIT UNION | Union Dues for Employees | $937,342 | $1,002,956 |
| Payroll | UTAH ST TAX (WITHHOLDING ONLY) | Payroll Taxes | $10,599,391 | $11,341,348 |
| Payroll | VANTAGEPOINT TRANSFER AGENTS - | 457 Plans | $9,428,461 | $10,088,453 |
| Payroll | Cambridge Associates, LLC. | Pension Contribution | $34,446,297 | $36,857,538 |
| Payroll | MUTUAL OF AMERICA LIFE INS. | 457 Plans | $7,032,052 | $7,524,296 |
| Payroll | Utah-Idaho Teamsters Security | Health and Dental Insurance Premiums andUnion Dues for Employees | $713,544 | $763,492 |
| Debt | Utah County Government | 4th Quarter Cent Sales Tax Agreement with Utah County | $3,377,512 | $3,373,588 |
| Government | Utah Attorney General's Office | Legal Services | $2,123,900 | $2,143,500 |
| Utility | AT&T ++ | Cellular Connection to Buses | $581,695 | $599,146 |
| Utility | CENTURY LINK (QWEST) +++ | Internet Connection | $501,381 | $516,422 |
| Utility | Salt Lake City Corp | Electric, Water, and Sewer | $402,234 | $414,301 |
| Utility | MURRAY CITY UTILITIES | Electric, Water, and Sewer | $650,701 | $670,222 |
| Utility | FirstNet | Cellular Phone Contract | $1,116,256 | $1,149,744 |
| Utility | ROCKY MOUNTAIN POWER | Electricity | $10,018,557 | $10,319,114 |
| Utility | Enbridge Gas Utah(Dominion Energy/Questar) | Natural Gas | $2,738,208 | $2,820,354 |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**R2025-12-05 - Resolution Granting 2026 Expenditure and Disbursement Authority for Vehicle Parts Inventory Purchases**

**AGENDA ITEM TYPE:**
Resolution

**RECOMMENDATION:**
Approve Resolution R2025-12-05 authorizing the purchase and related disbursements to vehicle parts inventory vendors for 2026 as presented.

**BACKGROUND:**
Utah's Public Transit District Act, and Board Policy 2.2 Contract Authority, Procurement and Grants require the Board of Trustees to approve any contract or disbursement with a value of $250,000 or more.

Board Policy 2.2 (III)(D)(3) allows the Board to preapprove purchases to vendors by resolution.

The Board has historically, by resolution, preapproved inventory purchases from non-contracted vendors related to vehicle maintenance and repair inventory whose annual cumulative purchase amount by vendor is expected to exceed $250,000.

**DISCUSSION:**
UTA's inventory purchases from non-contracted vendors related to vehicle maintenance and repair is expected to have some vendors that will exceed $250,000 in cumulative obligations.

The proposed resolution would authorize the agency's 2026 expenditure and disbursement for the following vehicle parts inventory:

- Bus Vehicles Parts - up to $10,000,000
- Light Rail Vehicle Parts - up to $11,000,000
- Commuter Rail Vehicle Parts - up to $5,700,000

Purchases from vendors who supply these parts will likely exceed cumulative Purchase Orders per vendor of $250,000, and therefore require approval by the Board of Trustees.

This resolution only applies to revenue fleet vehicle parts purchases that are procured as the result of an automatic JD Edwards generated requisition due to on-hand quantities falling below the reorder point, or from an out-of-stock requisition created by a UTA Parts clerk. Procurement staff will solicit bids from industry parts suppliers through open and fair competition, and will make purchase awards based on price, quality, and lead-time criteria.

This resolution provides purchasing authority and transparency and allows the Authority to purchase from these vendors on a timely basis to maintain revenue fleet readiness for our riders.

At the end of every quarter the Director of Supply Chain will provide a list of actual purchase totals for each vendor to the Board of Trustees in a public meeting 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 approval before procuring those parts.

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**ALTERNATIVES:**
UTA procurement could hold any purchases to vendors with annual purchase amounts over $250,000 to a subsequent Board meeting for an approval, thus delaying timely purchases from vendors and potential impact to operations service.

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**FISCAL IMPACT:**
All authorized disbursements are accounted for in UTA's adopted 2026 Operating and Capital Budgets.

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**ATTACHMENTS:**
R2025-12-05

Docusign Envelope ID: 2627D466-8A19-488A-9BB6-FC627E51DEC0

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY GRANTING 2026 EXPENDITURE AND DISBURSEMENT AUTHORITY FOR VEHICLE PARTS INVENTORY PURCHASES

R2025-12-05 December 17, 2025

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

WHEREAS UTAH CODE §17B-2a-808.1(2)(u) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding $250,000 and any proposed change order to an existing contract if the value of the change order exceeds 25% of the total contract or $250,000; and

WHEREAS, Board Policy 2.2 – Contract Authority, Procurement and Grants defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements equal to or greater than $250,000 by Resolution; and

WHEREAS the Board desires to authorize calendar year 2026 inventory purchases and payments for various vendors up to specified amounts related to vehicle maintenance & repair inventory whose annual cumulative purchase amount is expected to exceed $250,000.

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

1. That during calendar year 2026, the Executive Director is authorized to approve purchases and payments made to all vendors who provide repair and maintenance parts for vehicles, and whose annual cumulative purchase amount is expected to exceed $250,000, for no greater than the following:

    a. $10,000,000 for bus vehicle parts only
    b. $11,000,000 for light rail vehicle parts only
    c. $5,700,000 for commuter rail vehicle parts only

2. That a quarterly report on all 2026 parts inventory disbursements will be presented to the Board in a public meeting and will include the year-to-date parts inventory expenditures made by mode and by vendor.

Docusign Envelope ID: 2627D466-8A19-488A-9BB6-FC627E51DEC0

3. That qualifying part purchases will be a) for revenue fleet vehicles only, b) procured when on-hand inventories fall below the order point criteria or are out of stock, and c) procured through an open and fair competition based on price, quality and lead-time approval.

4. That any inventory purchases or disbursements exceeding the amounts authorized in this Resolution be brought to the Board for further consideration and approval.

That the corporate seal shall be affixed hereto.

Approved and adopted this 17th day of December 2025.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

Signed by:
David M. Wilkins
0F6F046DE4724A2...
Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**R2025-12-06 - Resolution Extending Authorization for Zero Fare on the Ogden Express (OGX) Through April 2028**

**AGENDA ITEM TYPE:**
Resolution

**RECOMMENDATION:**
Approve Resolution R2025-12-06 authorizing Zero Fare on the Ogden Express through April 2028.

**BACKGROUND:**
The Ogden Express UTA Rapid Bus ("OGX") opened for service in August 2023 and runs from the Ogden Frontrunner Station to Weber State University and the McKay Dee Hospital. UTA received grant funding that was used to offset the cost of operating the service for the first three (3) years of service.

Historically, fares are collected and used to offset the cost of operations. Because UTA received grant funds for the OGX service, it was able to forego fare collection from customers riding the OGX service. The adoption of Resolution R2023-07-02 authorized UTA to operate OGX without collecting fare from customers until August 31, 2026.

UTA and its partners are seeking to secure additional grant funding to the Authority, which would offset OGX operating and maintenance costs until April 9, 2028.

Fare rates are governed by Board Policy 4.1 Fares and discounts to base fare rates must be approved by the Board of Trustees.

**DISCUSSION:**
Staff recommend extending the period during which UTA will not collect a fare to ride the OGX rapid bus

through April 2028. By forgoing the collection of fares, the Authority considers this to be a zero fare service. This authorization is dependent on receiving additional grant funds.

If additional grant funds are received, resolution R2025-12-06 will authorize zero fare for the OGX rapid bus from through April Change Day 2028.

---

**ALTERNATIVES:**
Do not approve the Resolution and do not extend zero fare authorization on OGX and require passengers to pay the public fare rate.

---

**FISCAL IMPACT:**
Foregone fare revenue that will be replaced by anticipated grant revenue to cover OGX operating costs is estimated to be $750k. If grant funds are not secured to cover operating costs, zero fare will not be extended on OGX.

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**ATTACHMENTS:**

- Resolution R2025-12-06

Docusign Envelope ID: E1F4E2BB-5E80-4C5B-8ED8-C64EA69F04C8

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY EXTENDING AUTHORIZATION FOR ZERO FARE ON THE OGDEN EXPRESS (OGX) THROUGH APRIL 2028

R2025-12-06 December 17, 2025

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

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority to fix fares in consultation with the Local Advisory Council, and to review and approve contracts pertaining to reduced fares; and

WHEREAS the Act also empowers the Board of Trustees ("Board") of the Authority to develop and approve board policies, ordinances, and bylaws; and

WHEREAS, on May 28, 2025, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares ("the Policy"); and

WHEREAS the Policy empowers the Board of the Authority to approve special fare rates including pilot programs, promotions, specially priced programs, and discounts to base fare rates, among other things; and

WHEREAS the Authority typically subsidizes the operating and maintenance costs of service with the collection of fares; and

WHEREAS the Authority previously received grant funds to offset operating and maintenance costs of OGX and the Board authorized in resolution R2023-07-02 the implementation of zero fare on OGX from August 2023 through August 2026; and

WHEREAS the Authority and its partners are seeking additional grant funding to extend the zero fare through UTA Change Day in April 2028; and

WHEREAS the Board desires to authorize extension of zero fare on OGX through April Change Day 2028, contingent on the Authority's receipt of additional grant funds.

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

1. That zero fares for the OGX rapid bus are hereby authorized to be extended until April Change Day 2028 on condition that additional grant funds are awarded and received to support OGX operating and maintenance costs.

Docusign Envelope ID: E1F4E2BB-5E80-4C5B-8ED8-C64EA69F04C8

2. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

Approved and adopted this 17th day of December 2025.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

Signed by:
David M. Wilkins
0F0F046DE4724A2...
Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**R2025-12-07 - Resolution Authorizing Zero Fare on the Midvalley Express (MVX) From April Change Day 2026 through April Change Day 2029**

**AGENDA ITEM TYPE:**
Resolution

**RECOMMENDATION:**
Approve Resolution R2025-12-07 to authorize Zero Fare on Midvalley Express through April 2029.

**BACKGROUND:**
The Midvalley Express rapid bus ("MVX") is expected to open in April 2026 for service from the West Valley Central Station to the Murray Central Station. UTA will receive grant funding to offset a portion of the operational costs for three (3) years.

On July 12, 2023, the Board of Trustees approved a grant funding agreement from the Congestion Mitigation and Air Quality (CMAQ) program for construction costs totaling $2,000,000. Subsequently, on April 25, 2025, the Board authorized and approved a resolution for an additional $2,300,000 in grant funding. On June 25, 2025, an amendment to the initial grant resolution was approved and executed to reallocate the funds from construction to operational costs.

Historically, fares are collected and used to offset the operational costs of transit services. Because UTA is receiving grant funds for the MVX service, UTA will waive fare collection from MVX riders during this three (3) year period.

Fare rates are governed by Board Policy 4.1. The policy requires that special fare rates including pilot programs, promotions, specially priced programs, and discounts to base fare rates be approved by the Board of Trustees.

**DISCUSSION:**
Staff recommend not collecting fare to ride the MVX rapid bus for three (3) years beginning April 12, 2026 (Change Day) and continuing through April change day, 2029. By waiving the collection of fares, the Authority considers this to be a zero-fare service.

Resolution R2025-12-07 will authorize zero fare for MVX through April 2029.

**ALTERNATIVES:**
Do not approve the Resolution and do not accept the MVX line as zero fare and require passengers to pay the public fare rate.

**FISCAL IMPACT:**
Waived fare revenue that will be replaced by grant revenue to cover MVX operating costs is estimated to be about $1,394,619.

**ATTACHMENTS:**
- Resolution 2025-12-07

Docusign Envelope ID: 35D40A46-FC99-48CD-86B1-5AE0E3775C5C

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING ZERO FARE ON THE MIDVALLEY EXPRESS FROM APRIL CHANGE DAY 2026 THROUGH APRIL CHANGE DAY 2029

R2025-12-07 December 17, 2025

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities-Special Districts Act and the Utah Public Transit District Act (collectively referred to as "the Act"); and

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority to fix fares in consultation with the Local Advisory Council, and to review and approve contracts pertaining to reduced fares; and

WHEREAS, the Act also empowers the Board of the Authority to develop and approve board policies, ordinances, and bylaws; and

WHEREAS, on May 28, 2025, the Board of the Authority adopted Board of Trustees Policy 4.1 – Fares ("the Policy"); and

WHEREAS, the Policy provides for the Board of the Authority to approve special fare rates including pilot programs, promotions, specially priced programs, and discounts to base fare rates, among other things; and

WHEREAS, the Authority typically subsidizes the operating and maintenance costs of service with the collection of fares; and

WHEREAS, the Authority is poised to receive grant funding to offset the cost of operations and maintenance of the Midvalley Express rapid bus ("MVX"), thereby facilitating operation of MVX without collecting fares, i.e. establishing zero fare, for the period from the April Change Day in 2026 through the April Change Day in 2029; and

WHEREAS, the Authority finds that the zero fare program for MVX will be successful in advancing the Authority's objective of providing enhanced mobility to residents of Salt Lake County in a sustainable and financially prudent manner; and

WHEREAS, the Authority desires to authorize zero fare on MVX from the April Change Day in 2026 through the April Change Day in 2029.

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

1. That zero fare for the Midvalley Express rapid bus is hereby authorized for the period of April Change Day in 2026 through the April Change Day in 2029, conditioned on receipt of awarded grant funds.

Docusign Envelope ID: 35D40A46-FC99-48CD-86B1-5AE0E3775C5C

2. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

Approved and adopted this 17th day of December 2025.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

Signed by:
David M. Wilkins
0F6F046DE4724A2...
Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Jon Larsen, 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 $18.0 million 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 $18.0 million from TTIF. The subject agreement:

- Authorizes the transfer of $18.0 million 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 $18.0 million in TTIF Program Funds for the Davis-Salt Lake City Community Connector project on May 10, 2024. UTA commits to matching funds of $7.8 million. The project has been awarded the following funds and may be drawn upon to satisfy the required match amount (years

reflect when programmed):

- $1.5 million 2024 Surface Transportation Block Grant (STBG) - Design (grant agreement awaiting execution)
- $2.0 million 2024 Community Project Funds (CPF) - Capital (grant agreement in progress)
- $500 thousand 2025 Salt Lake County Regional Transportation Choice Funds
- $2.5 million 2025-26 Congestion Mitigation Air Quality (CMAQ) - U of U Hub
- $6.0 million 2026-27 Davis County 3rd Quarter Funds (awarded in 2025)
- $3.0 million 2030 Congestion Mitigation Air Quality (CMAQ) - Capital

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 2025-26 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 $18.0 million for costs authorized under the Agreement.

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**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:** | $18.0 million |
| **Procurement Method:** | Non-procurement |
| **Budget Authority:** | Approved 2025 Capital Budget |

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**ALTERNATIVES:**

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

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**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 (2026-2030) includes funding

for the Project in the amount of $33.0 million in MSP202 - Davis-Salt Lake City Community Connector. Utilization of TTIF and matching funds is estimated at $1.8 million in 2025, $1.8 million in 2026, $10.8 million in 2027, and $3.6 million in 2028. The approved 2025 budget for Davis-Salt Lake City Community Connector is $6.1 million.

Once the project is complete, UTA will incur costs to run and maintain the Davis-Salt Lake City Community Connector service. A future operations and maintenance agreement is anticipated in the current funding agreement.

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**ATTACHMENTS:**

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

# 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 December 22, 2025, by and between the Utah Department of Transportation ("UDOT"), a division of the State of Utah, and the Utah Transit Authority, a political subdivision of the State of Utah, ("UTA" 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 Program funding for the Davis-Salt Lake City Community Connector Project described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code § 72-2-124; and

WHEREAS, the Utah Transportation Commission approved the Project per Policy UTC 01-01; and

WHEREAS, the Parties desire to set forth their respective roles and responsibilities for the Project.

## 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 overall 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 funding under this Agreement, and the Agency's matching funds, are a portion of the funding needed to complete the overall Project, and the Agency is seeking a federal grant for the remaining funds needed. TTIF funding is subject to the requirements stated in this Agreement.

The Agency agrees to use the funding provided hereunder solely to construct the Project described above in compliance with this Agreement and other applicable requirements. Other applicable requirements include the approved UDOT Funding Application, UDOT's Award, all federal requirements applicable to the Project and to federal funding for the Project, 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, and that, except as provided in Paragraph 8 below, UDOT will not provide any additional funding for the Project. 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 expenses that is not part of the approved scope of work.

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"). UDOT will deliver the Program Funds to reimburse the Agency in accordance with the following milestones, and the Agency shall also spend a proportionate share of its local matching funds in accordance with the following milestones:

| When Reimbursed | 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** |

If the Agency is unable to pursue any milestone in the table above, such as an inability to pursue the Project due to a failure to receive federal funding for the Project, no further payments under this Agreement shall be due from UDOT, and the residual funds provisions of Section 7 below shall apply. The Agency must apply the 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. The following chart is included to identify the Program Funds, local match funding, and other funding approved for the Project over the life of the Project:

| **Fund** | **Prior** | **FY 2025** | **FY 202X** | **Total** | **Other State Aid** | **Other Federal Grant** | **Percent – TTIF Related** |
|---|---|---|---|---|---|---|---|
| Agency | | $ 7.8 M | $N/A | $7.8 M | $N/A | $N/A | 30% |
| TTIF – May 10, 2024 - Commission Meeting | | $18 M | $N/A | $18 M | $N/A | $N/A | 70% |
| Total Agency + TTIF | | $25.8 M | $N/A | $25.8 | $N/A | $N/A | %100 |
| Federal FTA Grant | | | | | | 45 million (anticipated} | |

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

3. UDOT Oversight. The Parties recognize that UDOT was given certain supervisory and oversight roles concerning the administration of TTIF funds. and in connection therewith, the Parties agree that UDOT will incur certain oversight costs and that UDOT TTIF Fund Managers will bill time to the Project PIN. The Parties agree to work together cooperatively to perform their roles in connection with the Project, and the Agency will provide relevant information requested by UDOT within reasonable time frames. To the extent that the Project involves entry upon or use of any property owned by UDOT, the parties will enter into a separate agreement to govern that use.

4. 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.
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.

5. 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.

6. Adoption of Project. After the Project is complete, the Agency agrees to promptly implement or start the process to implement the results of the Project (such as by allowing public use of the Project).

7. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, or if for any reason the Agency does not complete the Project, 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, and the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. If the Agency decides for any reason to cancel or abandon the Project before it is complete, , the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata (70% Program Funds/30% local match ), and the Agency shall return to UDOT the unexpended pro-rata portion ((70% Program Funds/30% local match) of the Program Funds within sixty (60) days (with or without 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.

8. 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.

9. Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement and providing oversight as described herein, 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 proper administration and use of the Program Funds.

10. 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 (70% Program Funds/30% local match) 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.

11. 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.

12. The Agency's Compliance. The Agency hereby represents to UDOT that it has complied with and agrees that it will continue to comply with the applicable requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the housing and other obligations set forth in Utah Code 72-2-124. The Agency further agrees that FTA federal grant funding imposes a variety of requirements on grant recipients and that UDOT is not the recipient of any FTA federal grant funding for the Project. The Agency agrees that it will be the recipient of any FTA federal grant funding for the Project, that it is solely responsible for all laws and obligations that apply in connection with such funding, and that the Agency shall comply with the same.

13. Environmental and Right-of-Way. The 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. All construction work performed by the Agency or its contractor within a UDOT right-of-way shall conform to UDOT's standards, specifications and permits.

14. Indemnity. The Agency agrees to indemnify, defend, release, 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, demands, damages, liabilities, suits, costs, environmental contamination damages and penalties, liens, and loss from personal injuries and property damage, whether or not any of the same involve negligence) that arise from or relate to (i) this Agreement, including but not limited to the Program Funding; (ii) the work required for the Project, including but not limited to design and right-of-way; (iii) any wrongful or negligent act or omission of the Agency or its employees, agents,

contractors and consultants in connection with entering or performing this Agreement; and (iii) any performance, or failure to perform, as required by a law or contract that is applicable to the Project, including but not limited to federal funding obligations. The Agency 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.

15. Miscellaneous.

A. 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):

| | |
|---|---|
| To UDOT:<br><br>UDOT<br>4501 South 2700 West<br>Box 143600<br>Salt Lake City, UT 84114<br>Attention: Christopher Chesnut<br>With a copy to:<br><br>Assistant Attorney General (UDOT)<br>4501 South 2700 West<br>Box 143600<br>Salt Lake City, UT 84114 | To UTA:<br><br>UTA<br>669 West 200 South<br>Salt Lake City, UT 84101<br>Attention: Patti Garver<br><br>With a copy to:<br><br>Assistant Attorney General (UTA)<br>669 West 200 South<br>Salt Lake City, UT 84101<br>Attention: Mike Bell |

B. 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.

C. 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 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)**

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

| Name | Date | Signature | Title |
|---|---|---|---|
| | | | UDOT Project Manager |
| | | | UDOT Region Director |
| | | | UDOT Comptroller Admin |
| Jay Fox | | | UTA Executive Director |
| Jon Larsen | | | UTA Chief Capital Services Officer |
| Michael Bell | 11/7/2025 | DocuSigned by: Michael Bell 70E33A415BA44F6... | UTA Legal Counsel |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

| | |
|---|---|
| **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<br>Shaina Quinn, IMS Program Manager |

**TITLE:**

**Revenue Change Order: Fourth Amendment to the Microtransit Cooperative Agreement (Salt Lake City Corporation)**

**AGENDA ITEM TYPE:**
Non-Procurement Agreement

**RECOMMENDATION:**
Approve the 4th Amendment to the Agreement and authorize the Executive Director to execute the agreement with Salt Lake City for renewal of the UTA On-Demand service in the Salt Lake City Westside zone for $3,364,315.

**BACKGROUND:**
Microtransit, branded as UTA On Demand, has emerged as a cost-effective coverage solution that complements fixed route bus and train service. The Salt Lake City Westside microtransit zone includes the neighborhoods of Rose Park, Fairpark, Glendale, and Poplar Grove.

The original contract #21-P00119 was approved by UTA's board on October 13, 2021. The original agreement term was for 12 months, effective through December 31, 2022, with four 1-year extension options. The original agreement has been extended three times as follows:

- 1st amendment: The parties exercised the 1st option to extend the contract for another year until December 31, 2023.
- 2nd amendment: The parties exercised the 2nd option to extend the contract for another year until December 31, 2024.
- 3rd amendment: The parties exercised the 3rd option to extend the contract for another year until December 31, 2025.

This proposed 4th amendment would exercise the 4th option to extend the contract for another year until December 31, 2026.

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**DISCUSSION:**
This proposed amendment continues to fund UTA On Demand service in the Salt Lake City Westside zone for one additional year in 2026. It provides ongoing microtransit service per the Five-Year Service Plan.

The new contract requested for the Salt Lake City Westside microtransit service is $3,364,615, a 2% ($64,615) increase from last year. This full amount is sponsored by Salt Lake City and is allocated in their approved 2026 fiscal year budget, which the City Council approved, including Amendment 4 to the Microtransit Cooperative Agreement, on June 10, 2025.

The new/total contract value would be $13,464,615 over the entire life of the contract. This contract is a revenue agreement, not a procurement agreement.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Salt Lake City Corporation |
| **Contract Number:** | 21-P00119-4 |
| **Base Contract Effective Dates:** | January 1, 2025 - December 31, 2025 |
| **Extended Contract Dates:** | January 1, 2026 - December 31, 2026 |
| **Existing Contract Value:** | $10,100,000 |
| **Amendment Amount:** | $3,364,615 |
| **New/Total Contract Value:** | $13,464,615 |
| **Procurement Method:** | N/A |
| **Budget Authority:** | Innovative Mobility Solutions 2026 Operating Budget |

**ALTERNATIVES:**
If UTA were to determine not to support microtransit service in the future, UTA will develop a transition plan and updates to the Five-Year Service Plan to support any associated changes.

---

**FISCAL IMPACT:**
The UTA 2026 service plan includes continuation of the Salt Lake City Westside On Demand zone. This service is fully funded through a partnership with Salt Lake City. UTA contracts with VIA to operate the service. UTA pays Via directly, and Salt Lake City reimburses UTA each month for the actual service costs, fuel, and a UTA operations support fee. Salt Lake City has agreed to increase funding in 2026 by $64,615. The total contract for 2026 will be: $3,364,615. To date Salt Lake City has invested $10,100,000 in micro transit services. If this Amendment is approved, the new total not to exceed amount will be $13,464,615.

All expenses for the service will be paid from the Innovative Mobility Solutions operating expense line item for contracted services in the Planning & Engagement yearly budget, 6550.050353. UTA separately contracts with Via to provide the service. UTA pays Via directly, and Salt Lake City reimburses UTA each month for the actual service costs, fuel, and a UTA operations support fee.

Planned spending in 2026 to be fully reimbursed by Salt Lake City: $3,364,615

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**ATTACHMENTS:**

- UTA-SLC Amendment 4 #21-P00119-4

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# FOURTH AMENDMENT TO MICROTRANSIT COOPERATIVE AGREEMENT

UTA Contract No. 21-P00119-4
SLC Contract No. _____

THIS FOURTH AMENDMENT TO THE MICROTRANSIT COOPERATIVE AGREEMENT ("Fourth Amendment") by and between Salt Lake City Corporation, a Utah municipal corporation ("City") and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA") is made effective as of the date the City Recorder attests the applicable City signature (the "Effective Date").

WHEREAS the City and UTA ("the Parties") made and entered into a MICROTRANSIT COOPERATIVE AGREEMENT FOR OPERATION OF SALT LAKE CITY'S TRIPS TO TRANSIT MICROTRANIST SERVICE ("MCA") recorded with the City Recorder on February 4, 2022; and

WHEREAS the term of the MCA was initially 12 months from February 4, 2022, with the possibility of 4 additional year-by-year extensions based on the mutual agreement of the Parties; and

WHEREAS, the Parties extended the MCA from February 4, 2023, to December 31, 2023, pursuant to that certain First Amendment to the Microtransit Cooperative Agreement ("First Amendment") dated as of December 13, 2022, and recorded with the City Recorder on January 11, 2023; and

WHEREAS, pursuant to that certain Second Amendment to the Microtransit Cooperative Agreement ("Second Amendment") dated as of December 21, 2023, the Parties extended the MCA from January 1, 2024, until December 31, 2024 (the "2024 Calendar Year"), as well as set the Total Not-to-Exceed pricing at $3.0 million for the 2024 Calendar Year; and

WHEREAS, pursuant to that Third Amendment to the Microtransit Cooperative Agreement ("Third Amendment") the Parties extended the MCA from January 1, 2025, until December 31, 2025 (the "2025 Calendar Year") on the terms and conditions contained in the MCA, as well as set the Total Not-to-Exceed pricing at $3.3 million for the 2025 Calendar Year;

WHEREAS, the Parties further desire to extend the MCA from January 1, 2026, until December 31, 2026 (the "2026 Calendar Year") on the terms and conditions contained in

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the MCA as well as the Total Not-to-Exceed pricing at $3,364,615 for the 2026 calendar year.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term of the MCA is hereby extended for the fourth year-by-year extension, as permitted by the MCA, for an additional period of time from January 1, 2026 - December 31, 2026.
2. The amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing shall be increased by $64,615 from the previous amount of $3.3 million, for a Total Not-to-Exceed amount of $3,364,615, as more specifically calculated in the Salt Lake City Microtransit 2026 Deployment Budget below, which shall cover the period beginning on January 1, 2026 and extending through December 31, 2026. All other payment provisions contained in Paragraph 4 and Exhibit A of the MCA shall be applicable to this extension period. Notwithstanding the foregoing, all financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

SLC MICROTRANSIT 2026 DEPLOYMENT BUDGET

| **12 Month Deployment Budget** | **Proposed 2026 Agreement** |
|---|---|
| a. MSP Operational Expenses | $3,041,280 |
| b. UTA Operations Support | $152,064 |
| c. Fuel and Charging Expenses | $78,000 |
| Total Estimated 12 Month Deployment Budget | $3,271,344 |
| d. City's Project Contingency | $93,271 |
| Total Not-to-Exceed | **$3,364,615** |

3. The Parties understand and agree that the City budget cycle runs on a July 1 through June 30 Fiscal Year schedule, and as such, the Parties understand and agree that the City's financial commitment for the period from January 1, 2026, through December 31, 2026, remains subject to City Council's appropriation of funds pursuant to the 2026-2027 Fiscal Year budget approval process. City anticipates appropriating the required amount of funds to fulfill the 2026 Calendar Year Total Not-to-Exceed amount.

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4. All other terms and conditions of the MCA shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed as of the Effective Date.

UTAH TRANSIT AUTHORITY

_____

Jay Fox
Executive Director

_____

Nichol Bourdeaux
Chief Planning and Engagement Officer

_____

Hal Johnson
Innovative Mobility Solutions Director

_____

Recommending: Shaina Quinn
Program Manager

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Mike Bell
Assistant Attorney General
UTA Counsel

SALT LAKE CITY CORPORATION

Signed by:
Tammy Hunsaker
3C34D78B691B46A...

Tammy Hunsaker
Director of Community and Neighborhoods

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ATTEST AND COUNTERSIGN:
CITY RECORDER

APPROVED AS TO FORM:
Allison Parks
Deputy City Attorney

Signed by:
Allison Parks
299F621913254F5...

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: External Financial Audit Services (Crowe, LLP)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-03981 and associated disbursements in the amount of $657,820 with Crowe, LLP for the contract period through November 3, 2030.

**BACKGROUND:**
State law requires that the Authority cause an independent audit to be performed on an annual basis. The Authority also has a single audit of all federally funded programs administered by the agency as a requirement for continued funding eligibility. The Single Audit is mandatory for most local government including the Utah Transit Authority. Staff prepared a Request for Proposal with qualified audit firms. UTA received proposals from 6 audit firms.

**DISCUSSION:**
A selection committee reviewed and rated each of the proposals based on each firm's experience with governmental auditing, including transit agencies, qualification of staff, ability to deliver the agreed upon services, and cost. Crowe, LLP was determined to be the most advantageous to award. The audit committee will review the selection process and provide a recommendation for the selection of an external auditor in their meeting on December 15, 2025, prior to the proposed Board approval of this contract. The selection committee recommends the engagement of Crowe, LLP as the independent auditor for the firm for an initial 3-year period with two (2) one-year options to extend the agreement for a Contract period not to exceed 5 years.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Crowe, LLP |
| **Contract Number:** | 25-03981 |
| **Base Contract Effective Dates:** | Effective after last Signature received - November 3, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | $0 |
| **New/Total Contract Value:** | $657,820 |
| **Procurement Method:** | RFP |
| **Budget Authority:** | Approved 2025 Operating Budget |

**ALTERNATIVES:**

Should the Board not approve the selection of Crowe, LLP the RFP process would need to start over and could possibly delay the 2025 audit.

**FISCAL IMPACT:**

Ongoing expenses of approximately $122,000 to $143,000 per year for audit services. This amount is a required expenditure and is budgeted for by the Accounting Department.

- 2025 Contract Total: $121,450
- 2026 Contract Total: $126,310
- 2027 Contract Total: $131,360
- 2028 Contract Total: $136,620
- 2029 Contract Total: $142,080

Total Contract Value: $657,820

**ATTACHMENTS:**

- Contract: External Financial Audit Services (Crowe, LLP)

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# UTA CONTRACT # 25-03981PP

## EXTERNAL FINANCIAL AUDIT SERVICES

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and CROWE, LLP, a Limited Liability Partnership ("Consultant ").

## RECITALS

WHEREAS, UTA desires to hire professional services for External Financial Audit Services.

WHEREAS, On August 1, 2025, UTA issued Request for Proposal Package Number 25-03981PP ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

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

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

## AGREEMENT

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

### 1. SERVICES TO BE PROVIDED

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

b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

c. All Work shall conform to AICPA professional standards. Consultant shall perform all

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Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## 2. MANAGEMENT OF WORK

a. Consultant 's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.

b. UTA's Project Manager will be the day-to-day contact person for UTA and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

## 3. PROGRESS OF WORK

a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to verify the Work was completed prior to making payment. Upon receipt of notice from UTA that the Work was not completed, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to be completed pursuant to Contract requirements.

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g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.F, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant .

## 4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial three - year period. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract. The parties agree that the audit for each separate year shall constitute a separate and distinct engagement and does not constitute a continuing engagement, but each year will be governed by the terms and conditions of this Contract.

## 5. COMPENSATION

a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.

d. UTA may withhold from payment any amounts reasonably reflecting: (i) I invoiced

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items that are not payable under this Contract; or (ii) amounts Consultant owes to UTA under this Contract.

## 6. INCORPORATED DOCUMENTS

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

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).

2. Annual audit engagement letter with related terms and conditions and annual agreed-upon procedures NTD engagement letter.

3. UTA's RFP includes, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications, and standards and other descriptions of the Professional Services.

4. Consultant 's Proposal including, without limitation, all federal certifications (as applicable);

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

## 7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. Annual audit engagement letter with related terms and conditions and annual agreed-upon procedures NTD engagement letter.
4. UTA Solicitation Terms
5. Consultant 's Bid or Proposal including proposed terms or conditions

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

## 8. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant 's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

A. The date, circumstances, and source of the change; and

B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

## 9. INVOICING PROCEDURES

a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with the approved progress or periodic billing schedule. Consultant shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:

i. Consultant Name

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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. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

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

~~All audit workpapers, assessments, notes and documentation prepared by the Consultant as a part of the overall audit process shall remain the exclusive ownership of the Consultant in accordance with AICPA Professional Standards. Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant , Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultant s, agent, officers, directors, employees, joint owners, affiliates and Consultants.~~

All audit workpapers, assessments, notes and documentation, prepared by the Consultant as a part of the overall audit process shall remain the exclusive ownership of the Consultant in accordance with AICPA Professional Standards.

## 11. USE OF SUBCONSULTANT S

a. Consultant shall give advance written notification to UTA of any proposed subcontract

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(not indicated in Consultant 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subConsultant s, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subConsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subConsultant s, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subConsultants.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

## 12. KEY PERSONNEL

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

Bradley T. Schelle email brad.schelle@crowe.com

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## 13. SUSPENSION OF WORK

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

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d. If the Suspension of Work causes an increase in Consultant 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time and modify this Contract by Change Order.

## 14. TERMINATION

### a. FOR CONVENIENCE:

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

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

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultant s or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONSULTANT 'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise). Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant 's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates

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the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Consultant prior to termination.

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

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

## 16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

A. Information already in the public domain.
B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation.
C. Information developed by or in the custody of Consultant before entering into this Contract.
D. Information developed by Consultant through its work with other clients; and

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E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

## 17. PUBLIC INFORMATION

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

## 18. GENERAL INDEMNIFICATION

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

In compliance with Section 1.288.020 of the AICPA Code of Professional Conduct, Contractor will not be obligated to indemnify UTA or the indemnitees, for the accuracy or completeness of UTA's financial statements which UTA is responsible for, or for the adequacy or effectiveness of UTA's internal controls.

## 19. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant

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, his agents, representatives, employees or subConsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

ii. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

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

| | |
|---|---|
| Combined Single Limit (CSL) | $2,000,000 |

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

3. Worker's Compensation and Employers' Liability

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

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a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Consultant or subConsultant is exempt under UCA, AND when such Consultant or subConsultant 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, Consultant 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 Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Consultant and their insurers shall endorse the required Commercial General Liability and Automobile Liability insurance policies to waive their right of subrogation against UTA. For the Professional Liability insurance, the Consultant will not seek recovery against UTA , either directly or indirectly through its insurers, except to the extent UTA is negligent. Consultant ’s insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except (i) 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 or (ii) unless any such policy is replaced with substantially similar coverage

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without lapse. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address) by Consultant.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

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

All certificates 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. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONSULTANT S: Consultants' certificate(s) shall include all subConsultant s as additional insureds under its policies or subConsultant s shall maintain separate insurance as determined by the Consultant , however, subconsultant 's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultant s. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

~~**20. OTHER INDEMNITIES -**~~**Deleted**

~~a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in~~

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~~such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant , either procure for UTA any necessary intellectual property rights, or modify Consultant 's services or deliverables such that the claimed infringement is eliminated.~~

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

## 21. INDEPENDENT CONSULTANT

Consultant is an independent Consultant and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible for providing 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 or involvement, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

## 23. CLAIMS/DISPUTE RESOLUTION

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

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b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Consultant 's Project Manager | Five calendar days |
| UTA's Special Services GM/Consultant 's Partner | Five calendar days |
| UTA's Chief of Operations/Consultant 's Partner | Five calendar days |

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, 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 with the venue and governing law provisions of this contract.

## 24. GOVERNING LAW

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

## 25. ASSIGNMENT OF CONTRACT

Either party Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of the other party, 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

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any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

## 27. NOTICES OR DEMANDS

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

| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Crowe, LLP |
| ATTN: Contracts Administrator | 3815 River Crossing Parkway, Suite 400 |
| 669 West 200 South | Indianapolis, Indiana 46240-0977 |
| Salt Lake City, UT 84101 | |

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

c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

## 28. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for this Contract is 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 COVEREAGE REQIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANT S UNDER DESIGN AND CONSTRUCTION CONTRACTS

~~a.~~ **RESERVED** ~~The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Consultant has a subcontract at any tier that involves a sub-Consultant that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or~~

Docusign Envelope ID: 2C059421-63D4-484E-B700-49B41FCEE0A4

~~exceed $1 million:~~

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

~~c. Consultant shall also demonstrate to UTA that subConsultant s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subConsultant 's employees and the employee's dependents during the duration of the subcontract.~~

## 30. COSTS AND ATTONREY'S FEES

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

## 31. NO THIRD-PARTY BENEFICIARY

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

## 32. FORCE MAJEURE

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

## 33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 34. TRAVEL COSTS

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

## 35. CYBER SECURITY

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

## 36. 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.

## 37. ENTIRE AGEREEMENT

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.

## 38. REVOLVING DOOR RESTRICTIONS

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

## ~~39. REVOLVING DOOR RESTRICTIONS~~ 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.

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The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

40 .**SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

By_____
Jay Fox
Executive Director

By_____
Viola Miller
Chief Financial Officer

By_____
Rob Lamph
Comptroller

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

**CONSULTANT :**

DocuSigned by:
By _____ 10/23/2025
Bradley T. Schelle
Partner

Docusign Envelope ID: 2C059421-63D4-484E-B700-49B41FCEE0A4

# EXHIBIT A
# SCOPE OF WORK

The work specified in this section will comply and adhere to all requirements of the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Office of Inspector General, Federal Audit Requirement, the Provisions of the Single Audit Act, and all other applicable requirements including but not limited to OMB Compliance Supplements as they relate to the use of federal funds and the State of Utah direct and contract funds.

The offeror selected shall be expected to accomplish the following work:

1. Perform an audit of UTA's financial system, internal controls, and comprehensive annual financial report in accordance with all standards, including procedures agreed upon on UTA's annual National Transit Database (NTD) reporting.

    a. Provide the following letters and/or opinions
        i. Required communication to Board of Trustees
        ii. Report on compliance and on internal controls over compliance in accordance with the *State Compliance Audit Guide*
        iii. Auditor's report on the annual financial statements
        iv. Auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*
        v. Auditor's report on compliance for each major federal program; report on internal control over compliance; and report on schedule of expenditures of federal awards required by OMB Super Circular
        vi. Accountants' report on applying agreed-upon procedures (NTD reporting)
        vii. Auditor's Report of Expenditures of Federal Awards, State Grant Activity, and Selected Grant Activity.
        viii. Schedule of Expenditures of Federal Awards
        ix. Schedule of Findings and Questioned Cost.
        x. Other reports or opinions that may be required by auditing standards.

2. Complete audits and present to UTA governing bodies as follow:
    a. Pension audit – Report to the Pension Committee – determined each year
    b. UTA audit – Report to the UTA Audit Committee and Board of Trustees – determined each year but no later than June 30
    c. Opinion letters and audited financial statements will be provided to UTA at least ten day prior to the Pension Committee, UTA Audit Committee, and Board of Trustees meetings in which the reports will be discussed.

3. All work papers and reports must be retained at the Contractor's expense, for a minimum of five years (or the retention timeframe established by professional standards), whichever is longer unless the contractor is notified in writing by UTA of the need to extend the retention period. The work papers are subject to review by UTA,

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federal and state agencies and other individuals designated by UTA. Accordingly, the work papers shall be made available upon request.

4. Compile and format the Annual Comprehensive Financial Report including assistance with final preparation of the financial statements. UTA will provide information including detailed trial balance, note disclosers, supplementary information, all unaudited information, and any other relevant report information.

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**APPENDIX B - PRICING**

| RFP 25-03891PP Financial Auditing Services | | |
|---|---|---|
| | | |
| **PERIOD OF PERFORMANCE** | **DESCRIPTION** | **PRICE** |
| First Year 10/1/2025 to 9/30/2026 | Annual Audit of UTA Financial Statements Year 2025 | $94,350.00 |
| First Year 10/1/2025 to 9/30/2026 | Annual Audit of UTA Pension Financial Statements Year 2025 | $18,200.00 |
| First Year 10/1/2025 to 9/30/2026 | ACFR and Financial statements preparation 2025 | $8,900.00 |
| | **FIRST YEAR TOTAL** | $121,450.00 |
| | | |
| Second Year 10/1/2026 TO 9/30/2027 | Annual Audit of UTA Financial Statements Year 2026 | $98,120.00 |
| Second Year 10/1/2026 TO 9/30/2027 | Annual Audit of UTA Pension Financial Statements Year 2026 | $18,930.00 |
| Second Year 10/1/2026 TO 9/30/2027 | ACFR and Financial statements preparation 2026 | $9,260.00 |
| | **SECOND YEAR TOTAL** | $126,310.00 |
| | | |
| Third Year 10/1/2027 TO 9/30/2028 | Annual Audit of UTA Financial Statements Year 2027 | $102,040.00 |
| Third Year 10/1/2027 TO 9/30/2028 | Annual Audit of UTA Pension Financial Statements Year 2027 | $19,690.00 |
| Third Year 10/1/2027 TO 9/30/2028 | ACFR and Financial statements preparation 2027 | $9,630.00 |
| | **THIRD YEAR TOTAL** | $131,360.00 |
| | | |
| Fourth Year 10/1/2028 TO 9/30/2029 | Annual Audit of UTA Financial Statements Year 2028 | $106,120.00 |
| Fourth Year 10/1/2028 TO 9/30/2029 | Annual Audit of UTA Pension Financial Statements Year 2028 | $20,480.00 |
| Fourth Year 10/1/2028 TO 9/30/2029 | ACFR and Financial statements preparation 2028 | $10,020.00 |
| | **FOURTH YEAR TOTAL** | $136,620.00 |
| | | |
| Fifth Year 10/1/2029 TO 9/30/2030 | Annual Audit of UTA Financial Statements Year 2029 | $110,360.00 |
| Fifth Year 10/1/2029 TO 9/30/2030 | Annual Audit of UTA Pension Financial Statements Year 2029 | $21,300.00 |
| Fifth Year 10/1/2029 TO 9/30/2030 | ACFR and Financial statements preparation 2029 | $10,420.00 |
| | **FIFTH YEAR TOTAL** | $142,080.00 |
| | | |
| | **GRAND TOTAL OF ALL YEARS** | $657,820.00 |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Oracle Support (Mythics, LLC)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute Purchase Order 17695 under State of Utah contract MA4104 with Mythics, LLC for Oracle JD Edwards software maintenance, for a three (3) year base period plus two (2) one-year options years totaling $1,200,061.14.

**BACKGROUND:**
The Oracle JD Edwards Enterprise Resource Planning (ERP) system supports critical business functions at UTA, including accounts receivable, accounts payable, general ledger, procurement, inventory management, asset management, as well as other important modules.

While UTA is transitioning some modules to Workday and Trapeze Enterprise Asset Management, JD Edwards will remain essential for the next 3 to 5 years. The transition to a new system is expected to extend beyond the three-year term of this contract.

**DISCUSSION:**
Mythics, who is an Oracle reseller, will provide Oracle JD Edwards software maintenance for three years totaling $688,956.30, with two optional one-year renewals totaling $511,185.84. The total contract value is not-to-exceed $1,200,061.14.

Utah State Contract MA 4104 currently has an expiration date of April 24, 2027. This order is only in effect until that date unless the state contract is extended, renewed, or replaced and a notice to proceed is issued by

UTA in writing. If the contract is not extended, renewed, or replaced, Mythics will, in good faith, work with UTA and Oracle to issue a credit for the pro-rated amount of un-used licensing term which was paid in advance (January 1, 2027, through December 31, 2027)

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Mythics, LLC |
| **Contract NumberPurchase Order:** | 17695 |
| **State Contract:** | MA4104 |
| **Base Contract Effective Dates:** | January 1, 2026 through December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | $1,200,061.14 |
| **Procurement Method:** | State Contract |
| **Budget Authority:** | Approved 2026 Operating Budget |

---

**ALTERNATIVES:**

- Acquire a new ERP solution (Not recommended due to high cost and implementation time).

- Do not renew; UTA would be without an ERP/Finance system (Not recommended due to extreme operational risk)

- Renew directly with Oracle at a higher price (Not recommended; less favorable terms).

---

**FISCAL IMPACT:**

Funds will come from Operating Budget EX5200.50353.92

- 2026 Contract Total: $229,652.10
- 2027 Contract Total: $229,652.10
- 2028 Contract Total: $229,652.10
- 2029 Contract Total: $255,592.92
- 2030 Contract Total: $255,592.92

Contract Total Not-to-Exceed Amount: $1,200,061.14

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**ATTACHMENTS:**

- Contract: Oracle Support (Mythics, LLC)
- Utah State Contract MA4104 (link <https://bit.ly/USC_MA4104>)

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Docusign Envelope ID: B7D7C7CD-4044-4EC0-A681-AAC4779106DA

**Mythics Inc**
**4525 Main St Suite 1500**
**Virginia Beach VA 23462**

**Utah Transit Authority**

*An Equal Opportunity Employer*

| PURCHASE ORDER NUMBER | |
|---|---|
| OG | 17695 |

**PO Number Must Appear On All Invoices And Shipments**

| VENDOR NUMBER | PO DATE |
|---|---|
| 1498703 | 11/6/2025 |

| SEND INVOICE TO: | SHIP TO: | ORDER TAKEN BY | FOB |
|---|---|---|---|
| AP@RIDEUTA.COM | ATTENTION: RECEIVING | JESMARIE R | * |
| 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: 1,200,115.14 Ship as soon as possible. Early Shipments Allowed

| LINE # | REQ # | CONFIRMED DELIVERY DATE | QUANTITY | PART NUMBER ACCOUNT CODE | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|---|
| 1 | 00016218 | 1/1/26 | EA | 5200.50353.92 | Mythics Sppt Yr 2026<br>Katrina V / Alisia W | .0000 | 229,625.10 |
| 2 | 00016218 | 1/1/27 | EA | 5200.50353.92 | Mythics Sppt Yr 2027<br>Katrina V / Alisia W | .0000 | 229,652.10 |
| 3 | 00016218 | 1/1/28 | EA | 5200.50353.92 | Mythics Sppt Yr 2028<br>Katrina V / Alisia W | .0000 | 229,652.10 |
| 4 | 00016218 | 1/1/29 | EA | 5200.50353.92 | Mythics Sppt Opt. Yr 1<br>Katrina V / Alisia W | .0000 | 255,592.92 |
| 5 | 00016218 | 1/1/30 | EA | 5200.50353.92 | Mythics Sppt Opt. Yr 2<br>Katrina V / Alisia W | .0000 | 255,592.92 |

**This Purchase Order is per Utah State Contract MA4104 found at the following link: https://statecontracts.utah.gov/Contract/Details/MA4104-IT-Technology%7C21c48a4a-5ea4-4916-9d56-17061bc2f5da**

**Utah State Contract MA4104 currently has an expiration date of 4/24/2027. This Order is ONLY in effect until 4/24/2027 unless the State Contract is Extended, Renewed or Replaced AND a Notice To Proceed is issued by UTA in writing. If the State Contract MA4104 is NOT Extended, Renewed or Replaced, Mythics, LLC will in Good Faith work with UTA and Oracle to issue a credit for the pro-rated amount of un-used licensing term which was paid in advance (1/1/2027 thru 12/31/2027).**

**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 Mythics, LLC on or after the date of UTA Board of Trustees approval.**

DocuSigned by:
By Mike Bell,
70E33A415BA44F6...
**Mike Bell - UTA Legal Counsel Date** 11/7/2025

*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 Oder 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.***

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Repetitive Inventory Parts (The Aftermarket Parts)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-04019 and associated disbursements with The Aftermarket Parts, with an estimated value of $497,000 over five (5) years.

**BACKGROUND:**
The Supply Chain department solicited competitive bids from multiple suppliers for our high-usage, repetitive purchased parts. Each quote was evaluated and the lowest-bid vendor selected who meets the current quality specifications or approved equal.

This vendor is to supply UTA through an Automatic Purchase Order process. As UTA maintenance consumes parts and inventory levels drop to the item's reorder point a Purchase Order is automatically generated and sent to the vendor. This process saves time for both the vendor and UTA by eliminating repetitively quoting the same part. This long-term agreement also helps to stabilize inventory levels, enhance parts availability, reduce lead times, and ensure consistent quality across the parts procured.

**DISCUSSION:**
The Supply Chain department desires to enter into a requirements contract with The Aftermarket Parts. UTA does not guarantee the purchase of any items and is not financially obligated to the vendor until a Purchase Order has been issued and received.

The term of the contract will be for two (2) years, plus three (3) 1-year options for extension. Pricing for each

part is fixed for the first two years, with subsequent option years' pricing being pre-established in Exhibit A.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | The Aftermarket Parts |
| **Contract Number:** | 25-04019 |
| **Base Contract Effective Dates:** | January 1, 2026 - December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $497,000 |
| **Procurement Method:** | IFB |
| **Budget Authority:** | Approved 2026 Operating Budget |

---

**ALTERNATIVES:**

UTA will have to competitively bid the same item each time the item reaches its' reorder point, substantially increasing the workload on buyers.

---

**FISCAL IMPACT:**

Each Maintenance division parts budget will be charged when parts are issued to a work order.

- 2026 Contract Value: $93,500
- 2027 Contract Value: $93,500
- 2028 Contract Value: $98,200
- 2029 Contract Value: $103,250
- 2030 Contract Value: $108,550

Estimated Contract Value: $497,000

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**ATTACHMENTS:**

- Contract: Repetitive Inventory Parts (The Aftermarket Parts)

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UTAH TRANSIT AUTHORITY

# GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04019MB
(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and The Aftermarket Parts, a provider who specializes in inventory parts. (the "Contractor").

## RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, The Aftermarket Parts submitted a bid that UTA was deemed to be advantageous; and

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

## AGREEMENT

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

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

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described.

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order

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method) during a five - year period expiring December 2030. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three one year options. For a total Contract period not to exceed Five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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## 7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number

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iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

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

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by

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law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

## 11. GENERAL INDEMNIFICATION

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

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12. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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to bind coverage on its behalf.

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service

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is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud

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

20. **ASSIGNMENT OF CONTRACT**

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

21. **SUSPENSION OF WORK**

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

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

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account for the same, and dispose of it in the manner UTA directs.

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

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS :** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

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b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

## 24. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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any tier.

25. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

26. **PUBLIC INFORMATION.**

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

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Todd MIlls, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Maggie Ball or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4040.

29. **CONFLICT OF INTEREST**

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

30. **NOTICES OR DEMANDS**

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

| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | The Aftermarket Parts |
| ATTN: Maggie Ball | ATTN: Adam Snavely |
| 669 West 200 South | |
| Salt Lake City, UT 84101 | |
| mball@rideuta.com | Adam.snavely@nfi.parts |

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

31. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| **Level of Authority** | **Time Limit** |
|---|---|
| UTA's Project Manager Todd Mills | Five calendar days |

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| | |
|---|---|
| UTA's Procurement Supervisor Amanda Burton/Contractor's (Second Level) | Five calendar days |
| The Aftermarket Parts Customer Service Rep. Adam Snavely | Five calendar days |

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

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

## 32. GOVERNING LAW

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

## 33. COSTS AND ATTORNEY FEES.

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

## 34. SEVERABILITY

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

## 35. AMENDMENTS

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

## 36. FORCE MAJEURE

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

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## 37. NO THIRD-PARTY BENEFICIARIES

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

## 38. ENTIRE AGREEMENT

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

## 39. COUNTERPARTS

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

## 40. NONWAIVER

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

## 41. SALES TAX EXEMPT

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

## 42. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 43. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this

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Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

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

**UTAH TRANSIT AUTHORITY:**

By_____

Financial Chief Officer

By DocuSigned by: Mike Bell 11/12/2025
70E33A415BA44F6...
UTA Legal Counsel

The Aftermarket Parts

By Signed by: John Prowen 11/11/2025
02C100B603BF4F5...

Name_____
Title_____

By_____
Name_____
Title_____

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Exhibit A

Price Sheet

These parts are awarded to The Aftermarket Parts under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to The Aftermarket Parts.

Please see attached PDF

# Exhibit A: The Aftermarket Parts Price Sheet

| Contract Number | Vendor | Part Number | Part Description | UOM | 24mo Usage | Quoted Part Number | Lead-Time in days | First Term Quoted Price | 1st option Year Quoted Price | 2nd Option Year Quoted Price | 3rd Option Year Quoted Price | first 2 years cost | 1st option year | 2nd option year | 3rd option year | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25-04019 MB | The Aftermarket parts | 293509 | MOUNT, C | EA | 22 | 293509 | 20 | $ 0.22 | $ 0.23 | $ 0.24 | $ 0.26 | $ 4.84 | $ 2.57 | $ 2.69 | $ 2.83 | |
| 25-04019 MB | The Aftermarket parts | 510536 | BUZZER -A | EA | 46 | 510536 | 20 | $ 24.86 | $ 26.10 | $ 27.41 | $ 28.78 | $ 1,143.56 | $ 600.37 | $ 630.39 | $ 661.91 | |
| 25-04019 MB | The Aftermarket parts | 590567 | REGULATC | EA | 24 | 590567 | 110 | $684.58 | $718.81 | $754.75 | $792.49 | $ 16,429.91 | $ 8,625.70 | $ 9,056.99 | $ 9,509.84 | |
| 25-04019 MB | The Aftermarket parts | 610600 | DEHYDRA | EA | 93 | 610600 | 127 | $ 35.58 | $ 37.36 | $ 39.23 | $ 41.19 | $ 3,308.97 | $ 1,737.21 | $ 1,824.07 | $ 1,915.27 | |
| 25-04019 MB | The Aftermarket parts | 3288656 | BELT, ALT | EA | 57 | 3288656 | 40 | $ 94.09 | $ 98.79 | $103.72 | $108.90 | $ 5,363.13 | $ 2,815.52 | $ 2,956.02 | $ 3,103.65 | |
| 25-04019 MB | The Aftermarket parts | 3684342 | WASHER, | EA | 23 | 3684342 | 37 | $ 4.59 | $ 4.91 | $ 5.25 | $ 5.62 | $ 105.57 | $ 56.48 | $ 60.43 | $ 64.66 | |
| 25-04019 MB | The Aftermarket parts | 6407909 | SCREW, LI | EA | 30 | 6407909 | 80 | $ 9.84 | $ 10.14 | $ 10.44 | $ 10.76 | $ 295.34 | $ 152.10 | $ 156.67 | $ 161.37 | |
| 25-04019 MB | The Aftermarket parts | 6465835 | BUSHING, | EA | 75 | 6465835 | 90 | $ 4.19 | $ 4.40 | $ 4.62 | $ 4.85 | $ 314.25 | $ 164.98 | $ 173.23 | $ 181.89 | |
| 25-04019 MB | The Aftermarket parts | 6465836 | SADDLE LI | EA | 38 | 6465836 | 90 | $ 2.69 | $ 2.82 | $ 2.97 | $ 3.11 | $ 102.22 | $ 53.67 | $ 56.35 | $ 59.17 | |
| 25-04019 MB | The Aftermarket parts | 3.01E+10 | BELT, SEC | EA | 27 | 3.01E+10 | 37 | $221.08 | $232.11 | $243.69 | $255.85 | $ 5,969.16 | $ 3,133.49 | $ 3,289.82 | $ 3,453.98 | |
| 25-04019 MB | The Aftermarket parts | 11S04006 | SCREW, FI | EA | 20 | 11S04006 | 21 | $ 0.25 | $ 0.27 | $ 0.28 | $ 0.29 | $ 5.06 | $ 2.66 | $ 2.79 | $ 2.93 | |
| 25-04019 MB | The Aftermarket parts | 1779U593 | ROLLER, B | EA | 352 | 1779U593 | 105 | $ 3.21 | $ 3.37 | $ 3.54 | $ 3.72 | $ 1,129.94 | $ 593.22 | $ 622.88 | $ 654.03 | |
| 25-04019 MB | The Aftermarket parts | 21-64658- | VALVE, DE | EA | 20 | 21-64658- | 71 | $110.52 | $116.04 | $121.84 | $127.94 | $ 2,210.30 | $ 1,160.41 | $ 1,218.43 | $ 1,279.35 | |
| 25-04019 MB | The Aftermarket parts | 32519A | SWITCH A | EA | 45 | 32519A | 21 | $ 64.49 | $ 67.71 | $ 71.09 | $ 74.64 | $ 2,902.05 | $ 1,523.48 | $ 1,599.53 | $ 1,679.40 | |
| 25-04019 MB | The Aftermarket parts | 51-21232- | CONNECT | EA | 22 | 51-21232- | 15 | $ 23.44 | $ 25.55 | $ 27.85 | $ 30.36 | $ 515.68 | $ 281.05 | $ 306.34 | $ 333.91 | |
| 25-04019 MB | The Aftermarket parts | 51-51716- | LAMP ASS | EA | 28 | 51-51716- | 20 | $ 3.54 | $ 3.71 | $ 3.90 | $ 4.10 | $ 99.06 | $ 52.01 | $ 54.61 | $ 57.34 | |
| 25-04019 MB | The Aftermarket parts | 51-55736- | LAMP ASS | EA | 40 | 51-55736- | 57 | $ 60.31 | $ 63.33 | $ 66.49 | $ 69.82 | $ 2,412.39 | $ 1,266.51 | $ 1,329.83 | $ 1,396.32 | |
| 25-04019 MB | The Aftermarket parts | 51-59389- | HEADLAM | EA | 32 | 51-59389- | 45 | $ 54.33 | $ 57.04 | $ 59.89 | $ 62.88 | $ 1,738.56 | $ 912.64 | $ 958.24 | $ 1,006.08 | |
| 25-04019 MB | The Aftermarket parts | 51-71489- | RELAY, 24 | EA | 111 | 51-71489- | 110 | $ 3.87 | $ 4.06 | $ 4.26 | $ 4.47 | $ 429.07 | $ 225.26 | $ 236.53 | $ 248.35 | |
| 25-04019 MB | The Aftermarket parts | 53-02234- | CUTTER, T | EA | 33 | 53-02234- | 90 | $ 76.31 | $ 80.12 | $ 84.12 | $ 88.32 | $ 2,518.23 | $ 1,321.98 | $ 1,387.98 | $ 1,457.28 | |
| 25-04019 MB | The Aftermarket parts | 54-49255N | LATCH AS | EA | 63 | 54-49255N | 30 | $ 38.39 | $ 40.31 | $ 42.32 | $ 44.44 | $ 2,418.41 | $ 1,269.66 | $ 1,333.15 | $ 1,399.81 | |
| 25-04019 MB | The Aftermarket parts | 82-19964- | BELT, ALTE | EA | 317 | 82-19964- | 97 | $ 12.76 | $ 13.40 | $ 14.07 | $ 14.77 | $ 4,044.28 | $ 2,123.25 | $ 2,229.41 | $ 2,340.88 | |
| 25-04019 MB | The Aftermarket parts | 82-52127- | HEATER C | EA | 20 | 82-52127- | 97 | $155.82 | $163.61 | $171.79 | $180.38 | $ 3,116.31 | $ 1,636.06 | $ 1,717.86 | $ 1,803.76 | |
| 25-04019 MB | The Aftermarket parts | 82-52817- | THROTTLE | EA | 21 | 82-52817- | 67 | $209.77 | $220.26 | $231.28 | $242.84 | $ 4,405.25 | $ 2,312.76 | $ 2,428.40 | $ 2,549.81 | |
| 25-04019 MB | The Aftermarket parts | 82-70635- | WASHER | EA | 54 | 82-70635- | 30 | $ 0.25 | $ 0.26 | $ 0.27 | $ 0.28 | $ 13.63 | $ 7.09 | $ 7.37 | $ 7.66 | |
| 25-04019 MB | The Aftermarket parts | 82-70636- | BOLTS, AB | EA | 513 | 82-70636- | 30 | $ 0.69 | $ 0.72 | $ 0.75 | $ 0.78 | $ 356.03 | $ 185.13 | $ 192.54 | $ 200.24 | |
| 25-04019 MB | The Aftermarket parts | 83-04071- | EXHAUST I | EA | 23 | 83-04071- | 22 | $ 44.87 | $ 47.12 | $ 49.47 | $ 51.95 | $ 1,032.12 | $ 541.87 | $ 568.96 | $ 597.41 | |
| 25-04019 MB | The Aftermarket parts | CT9412B | CLAMP, C | EA | 257 | CT9412B | 120 | $ 3.60 | $ 3.78 | $ 3.97 | $ 4.17 | $ 925.83 | $ 486.06 | $ 510.36 | $ 535.88 | |
| 25-04019 MB | The Aftermarket parts | H3 | BULB, WC | EA | 50 | H3 | 20 | $ 1.01 | $ 1.07 | $ 1.12 | $ 1.17 | $ 50.73 | $ 26.63 | $ 27.97 | $ 29.36 | |
| 25-04019 MB | The Aftermarket parts | N5082060 | KIT, BRAKE | EA | 41 | N5082060 | 60 | $119.84 | $125.83 | $132.12 | $138.73 | $ 4,913.39 | $ 2,579.53 | $ 2,708.50 | $ 2,843.93 | |
| 25-04019 MB | The Aftermarket parts | 26-45474- | WINDSHIE | EA | 24 | 26-45474- | 90 | $213.19 | $223.85 | $235.04 | $246.79 | $ 5,116.58 | $ 2,686.20 | $ 2,820.51 | $ 2,961.54 | |
| 25-04019 MB | The Aftermarket parts | 406416KS | FLUID, HY | EA | 21 | 406416KS | 20 | $ 79.70 | $ 83.68 | $ 87.86 | $ 92.25 | $ 1,673.70 | $ 878.64 | $ 922.53 | $ 968.63 | |
| 25-04019 MB | The Aftermarket parts | 82-80645- | MIRROR A | EA | 57 | 82-80645- | 30 | ####### | ####### | ####### | ####### | $ 60,376.69 | $31,697.76 | $ 33,282.65 | $ 34,946.79 | |
| 25-04019 MB | The Aftermarket parts | 83-09262- | DEF HEAD | EA | 67 | 83-09262- | 90 | $628.23 | $659.64 | $692.62 | $727.25 | $ 42,091.19 | $22,097.87 | $ 23,202.77 | $ 24,362.90 | |
| 25-04019 MB | The Aftermarket parts | A0920200 | SEALANT, | EA | 29 | A0920200 | 25 | $ 42.67 | $ 46.51 | $ 50.69 | $ 55.25 | $ 1,237.31 | $ 674.33 | $ 735.02 | $ 801.17 | |
| 25-04019 MB | The Aftermarket parts | FS19764G | FUEL FILTE | EA | 20 | FS19764G | 32 | $ 12.11 | $ 13.20 | $ 14.39 | $ 15.68 | $ 242.18 | $ 131.99 | $ 143.87 | $ 156.82 | |
| 25-04019 MB | The Aftermarket parts | FT187 | TRANSMIS | EA | 246 | FT187 | 35 | $ 29.55 | $ 31.02 | $ 32.58 | $ 34.20 | $ 7,268.64 | $ 3,816.04 | $ 4,006.84 | $ 4,207.18 | |
| 25-04019 MB | The Aftermarket parts | S11371 | ASSY, WIP | EA | 104 | S11371 | 60 | $ 6.40 | $ 6.72 | $ 7.06 | $ 7.41 | $ 665.60 | $ 349.44 | $ 367.12 | $ 385.32 | |
| | | | | | | | | | | | | Total | $186,945.17 | $98,181.60 | $103,129.63 | $108,328.64 | **$ 496,585.03** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Repetitive Inventory Parts (Factory Motor Parts)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-04020 and associated disbursements with Factory Motor Parts, with an estimated value of $440,000 over five (5) years.

**BACKGROUND:**
The Supply Chain department solicited competitive bids from multiple suppliers for our high-usage, repetitive purchased parts. Each quote was evaluated and the lowest-bid vendor selected who meets the current quality specifications or approved equal.

This vendor is to supply UTA through an Automatic Purchase Order process. As UTA maintenance consumes parts and inventory levels drop to the item's reorder point a Purchase Order is automatically generated and sent to the vendor. This process saves time for both the vendor and UTA by eliminating repetitively quoting the same part. This long-term agreement also helps to stabilize inventory levels, enhance parts availability, reduce lead times, and ensure consistent quality across the parts procured.

**DISCUSSION:**
The Supply Chain department desires to enter into a requirements contract with Factory Motor Parts. UTA does not guarantee the purchase of any items and is not financially obligated to the vendor until a Purchase Order has been issued and received.

The term of the contract will be for two (2) years, plus three (3) 1-year options for extension. Pricing for each

part is fixed for the first two years, with subsequent option years' pricing being pre-established in Exhibit A.

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Factory Motor Parts |
| **Contract Number:** | 25-04020 |
| **Base Contract Effective Dates:** | January 1,2026 - December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $440,000 |
| **Procurement Method:** | IFB |
| **Budget Authority:** | Approved 2026 Operating Budget |

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**ALTERNATIVES:**

UTA will have to competitively bid the same item each time the item reaches its' reorder point, substantially increasing the workload on buyers.

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**FISCAL IMPACT:**

Each Maintenance division parts budget will be charged when parts are issued to a work order.

- 2026 Contract Value: $83,200
- 2027 Contract Value: $83,200
- 2028 Contract Value: $87,000
- 2029 Contract Value: $91,200
- 2030 Contract Value: $95,400

Estimated Total Contract Value: $440,000

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**ATTACHMENTS:**

- Contract: Repetitive Inventory Parts (Factory Motor Parts)

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UTAH TRANSIT AUTHORITY

# GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04020MB
(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Factory Motor Parts, a provider who specializes in inventory parts. (the "Contractor").

## RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, Factory Motor Parts submitted a bid that UTA was deemed to be advantageous; and

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

## AGREEMENT

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

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

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described.

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order

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method) during a five - year period expiring December 2030. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three one year options. For a total Contract period not to exceed Five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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## 7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number

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iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

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

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by

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law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

## 11. GENERAL INDEMNIFICATION

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

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12. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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to bind coverage on its behalf.

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service

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is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud

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

20. **ASSIGNMENT OF CONTRACT**

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

21. **SUSPENSION OF WORK**

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

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

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account for the same, and dispose of it in the manner UTA directs.

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

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS :** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

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b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

## 24. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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any tier.

25. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

26. **PUBLIC INFORMATION.**

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

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Todd MIlls, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Maggie Ball or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4040.

29. **CONFLICT OF INTEREST**

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

30. **NOTICES OR DEMANDS**

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

| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Factory Motor Parts |
| ATTN: Maggie Ball | ATTN: Dana Carney |
| 669 West 200 South | |
| Salt Lake City, UT 84101 | |
| mball@rideuta.com | d.carney@fmpco.com |

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

31. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| **Level of Authority** | **Time Limit** |
|---|---|
| UTA's Project Manager Todd Mills | Five calendar days |

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| | | |
|---|---|---|
| UTA's Procurement Supervisor Amanda Burton/Contractor's (Second Level) | | Five calendar days |
| Factory Motor Parts | Account Manager Dana Carney | Five calendar days |

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

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

## 32. GOVERNING LAW

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

## 33. COSTS AND ATTORNEY FEES.

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

## 34. SEVERABILITY

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

## 35. AMENDMENTS

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

## 36. FORCE MAJEURE

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

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## 37. NO THIRD-PARTY BENEFICIARIES

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

## 38. ENTIRE AGREEMENT

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

## 39. COUNTERPARTS

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

## 40. NONWAIVER

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

## 41. SALES TAX EXEMPT

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

## 42. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 43. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this

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Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

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

**UTAH TRANSIT AUTHORITY:**

By_____

Financial Chief Officer

By DocuSigned by: Mike Bell 11/7/2025
70E33A415BA44F6...
UTA Legal Counsel

Factory Motor Parts

By DocuSigned by: Dana Carney 11/7/2025
921ECDFE791E4F6...

Name_____
Title_____

By_____
Name_____
Title_____

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Exhibit A

Price Sheet

These parts are awarded to Factory Motor Parts under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to Factory Motor Parts.

Please see attached PDF

| Contract Nu | Vendor | Part Number | Part Descripti on | UO M | 24mo Usage | Quoted Part Number | Lead-Time in days | First Term Quoted Price | 1st option Year Quoted Price | 2nd Option Year Quoted Price | 3rd Option Year Quoted Price | First 2 years cost | 1st option year | 2nd option year | 3rd option year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **25 - 04020 N** | **Factory Motor F** | 15733625 | ROTOR, FF | EA | 26 | 121-66059 | In-Stock, 1 | 63.22 | 66.83 | 70.66 | 74.72 | 1643.72 | 868.79 | 918.58 | 971.36 |
| **25 - 04020 N** | Factory Motor P | 15973049 | TANK AC C | EA | 43 | 15-51156 | In-Stock, 1 | 34.26 | 36.26 | 38.37 | 40.61 | 1473.18 | 779.59 | 824.955 | 873.115 |
| **25 - 04020 N** | Factory Motor P | 20850250 | PADS, REA | EA | 38 | 17D1411C | In-Stock, 1 | 80.76 | 85.61 | 90.74 | 96.19 | 3068.88 | 1626.59 | 1724.06 | 1827.61 |
| **25 - 04020 N** | Factory Motor P | 25792698 | ROTOR, RE | EA | 20 | 121-66071 | In-Stock, 1 | 90.32 | 95.55 | 100.87 | 106.62 | 1806.4 | 955.5 | 1008.7 | 1066.2 |
| **25 - 04020 N** | Factory Motor P | 25997052 | BUSHING I | EA | 20 | 84803442 | In-Stock, 1 | 33.37 | 35.31 | 37.37 | 39.55 | 667.4 | 353.1 | 373.7 | 395.5 |
| **25 - 04020 N** | Factory Motor P | 106-07840 | PADS, FRO | EA | 35 | 106-07840 | In-Stock, 1 | 62.61 | 65.13 | 68.58 | 72.81 | 2191.35 | 1139.775 | 1200.15 | 1274.175 |
| **25 - 04020 N** | Factory Motor P | L2Z6B209( | BELT TENS | EA | 105 | BT-165 | In-Stock, 1 | 76.77 | 79.94 | 83.29 | 86.85 | 8060.85 | 4196.85 | 4372.725 | 4559.625 |
| **25 - 04020 N** | Factory Motor P | F1Z13K359 | SWITCH, T | EA | 23 | SW7808 | In-Stock, 1 | 192.42 | 203.79 | 215.83 | 228.6 | 4425.66 | 2343.585 | 2482.045 | 2628.9 |
| **25 - 04020 N** | Factory Motor P | 4C2Z18125 | REAR SHO | EA | 21 | ASH1136 | In-Stock, 1 | 88.47 | 93.18 | 98.17 | 103.46 | 1857.87 | 978.39 | 1030.785 | 1086.33 |
| **25 - 04020 N** | Factory Motor P | 4C2Z3E651 | DAMPER A | EA | 31 | ASH1141 | In-Stock, 1 | 47.86 | 50.85 | 54.04 | 57.41 | 1483.66 | 788.175 | 837.62 | 889.855 |
| **25 - 04020 N** | Factory Motor P | 8C3Z9030A | CAP, FUEL | EA | 24 | MGC839 | In-Stock, 1 | 8.08 | 8.56 | 9.08 | 9.62 | 193.92 | 102.72 | 108.96 | 115.44 |
| **25 - 04020 N** | Factory Motor P | 8C2Z1102D | ROTOR & H | EA | 72 | BRRF1972 | In-Stock, 1 | 272.91 | 286.25 | 300.26 | 314.97 | 19649.52 | 10305 | 10809.36 | 11338.92 |
| **25 - 04020 N** | Factory Motor P | BKCOE10 | KIT, PIN RE | EA | 292 | BKCOE10 | In-Stock, 1 | 16.37 | 17.05 | 17.78 | 18.54 | 4780.04 | 2489.3 | 2595.88 | 2706.84 |
| **25 - 04020 N** | Factory Motor P | BRF1328 | PADS, FRO | EA | 220 | BRF1328 | In-Stock, 1 | 96.43 | 102.22 | 108.35 | 114.85 | 21214.6 | 11244.2 | 11918.5 | 12633.5 |
| **25 - 04020 N** | Factory Motor P | BRF1330 | PADS, REA | EA | 222 | BRF1330 | In-Stock, 1 | 73.79 | 78.22 | 82.91 | 87.89 | 16381.38 | 8682.42 | 9203.01 | 9755.79 |
| **25 - 04020 N** | Factory Motor P | BT154 | TENSIONE | EA | 24 | BT154 | In-Stock, 1 | 117.96 | 125.04 | 132.54 | 140.49 | 2831.04 | 1500.48 | 1590.48 | 1685.88 |
| **25 - 04020 N** | Factory Motor P | DG508 | COIL, IGNI | EA | 62 | DG508 | In-Stock, 1 | 63.96 | 67.16 | 70.52 | 74.05 | 3965.52 | 2081.96 | 2186.12 | 2295.55 |
| **25 - 04020 N** | Factory Motor P | 7TZ12A402 | BOOT, SPA | EA | 936 | WR6128 | In-Stock, 1 | 37.02 | 37.44 | 37.89 | 38.36 | 34650.72 | 17521.92 | 17732.52 | 17952.48 |
| **25 - 04020 N** | Factory Motor P | C2Z2C026 | ROTOR, RE | EA | 59 | 121-65127 | In-Stock, 1 | 70.25 | 73.78 | 87.53 | 91.52 | 4144.75 | 2176.51 | 2582.135 | 2699.84 |
| **25 - 04020 N** | Factory Motor P | C3Z12286 | WIRE,SPAF | EA | 134 | WR6170 | In-Stock, 1 | 50.06 | 53.16 | 54.39 | 55.76 | 6708.04 | 3561.72 | 3644.13 | 3735.92 |
| **25 - 04020 N** | Factory Motor P | RG571 | THERMOS | EA | 85 | RG571 | In-Stock, 1 | 2.72 | 2.88 | 3.06 | 3.24 | 231.2 | 122.4 | 130.05 | 137.7 |
| **25 - 04020 N** | Factory Motor P | RS527 | CAP, OVEF | EA | 61 | RS527 | In-Stock, 1 | 7.29 | 7.73 | 8.19 | 8.68 | 444.69 | 235.765 | 249.795 | 264.74 |
| **25 - 04020 N** | Factory Motor P | SP521 | SPARK PLU | EA | 1225 | SP521X | In-Stock, 1 | 6.45 | 6.84 | 7.25 | 7.68 | 7901.25 | 4189.5 | 4440.625 | 4704 |
| **25 - 04020 N** | Factory Motor P | YN12D | OIL, REFRI | EA | 41 | YN12D | In-Stock, 1 | 13.6 | 14.47 | 15.39 | 16.37 | 557.6 | 296.635 | 315.495 | 335.585 |
| **25 - 04020 N** | Factory Motor P | YS291 | PULLEY w/ | EA | 98 | YS291 | In-Stock, 1 | 68.44 | 71.89 | 74.54 | 79.41 | 6707.12 | 3522.61 | 3652.46 | 3891.09 |
| **25 - 04020 N** | Factory Motor P | YS292 | PULLEY, ID | EA | 102 | YS292 | In-Stock, 1 | 34.69 | 36.77 | 38.98 | 41.32 | 3538.38 | 1875.27 | 1987.98 | 2107.32 |
| **25 - 04020 N** | Factory Motor P | YS381 | PULLEY - ID | EA | 23 | YS381 | In-Stock, 1 | 41.36 | 43.72 | 46.22 | 48.88 | 951.28 | 502.78 | 531.53 | 562.12 |
| **25 - 04020 N** | Factory Motor P | YS382 | PULLEY - ID | EA | 23 | YS382 | In-Stock, 1 | 41.36 | 43.72 | 46.22 | 48.88 | 951.28 | 502.78 | 531.53 | 562.12 |
| **25 - 04020 N** | Factory Motor P | 19383838 | FILTER, OIL | EA | 246 | PF48F | In-Stock, 1 | 4.25 | 4.51 | 4.71 | 4.99 | 1045.5 | 554.73 | 579.33 | 613.77 |
| **25 - 04020 N** | Factory Motor P | XG3A | FORD SILIC | EA | 20 | XG3A | In-Stock, 1 | 16.52 | 17.36 | 18.32 | 19.3 | 330.4 | 173.6 | 183.2 | 193 |
| **25 - 04020 N** | Factory Motor P | XL3 | ADDITIVE, | EA | 226 | XL3 | In-Stock, 1 | 11.17 | 11.72 | 12.3 | 12.92 | 2524.42 | 1324.36 | 1389.9 | 1459.96 |
| | | | | | | | | | | | Total | 166381.6 | 86997.01 | 91136.31 | 95324.24 |

**$ 439,839.17**

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Repetitive Inventory Parts (Gillig, LLC)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-04021 and associated disbursements with Gillig, LLC, with an estimated value of $1,420,000 over five (5) years.

**BACKGROUND:**
The Supply Chain department solicited competitive bids from multiple suppliers for our high-usage, repetitive purchased parts. Each quote was evaluated and the lowest-bid vendor selected who meets the current quality specifications or approved equal.

This vendor is to supply UTA through an Automatic Purchase Order process. As UTA maintenance consumes parts and inventory levels drop to the item's reorder point a Purchase Order is automatically generated and sent to the vendor. This process saves time for both the vendor and UTA by eliminating repetitively quoting the same part. This long-term agreement also helps to stabilize inventory levels, enhance parts availability, reduce lead times, and ensure consistent quality across the parts procured.

**DISCUSSION:**
The Supply Chain department desires to enter into a requirements contract with Gillig, LLC. UTA does not guarantee the purchase of any items and is not financially obligated to the vendor until a Purchase Order has been issued and received.

The term of the contract will be for two (2) years, plus three (3) 1-year options for extension. Pricing for each

part is fixed for the first two years, with subsequent option years' pricing being pre-established in Exhibit A.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Gillig, LLC |
| **Contract Number:** | 25-04021 |
| **Base Contract Effective Dates:** | January 1, 2026 - December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $1,420,000 |
| **Procurement Method:** | IFB |
| **Budget Authority:** | Approved 2026 Operating Budget |

**ALTERNATIVES:**

UTA will have to competitively bid the same item each time the item reaches its' reorder point, substantially increasing the workload on buyers.

**FISCAL IMPACT:**

Each Maintenance division parts budget will be charged when parts are issued to a work order.

- 2026 Contract Value: $248,100
- 2027 Contract Value: $248,100
- 2028 Contract Value: $275,700
- 2029 Contract Value: $307,000
- 2030 Contract Value: $341,100

Estimated Total Contract Value: $1,420,000

**ATTACHMENTS:**

- Contract: Repetitive Inventory Parts (Gillig, LLC)

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UTAH TRANSIT AUTHORITY

# GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04021MB
(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Gillig, a provider who specializes in inventory parts. (the "Contractor").

## RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, Gillig submitted a bid that UTA was deemed to be advantageous; and

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

## AGREEMENT

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

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

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described.

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a five - year period expiring December 2030. UTA may, at its sole election and

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in its sole discretion, extend the initial term for up to three one year options. For a total Contract period not to exceed Five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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

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a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number

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iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

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

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties

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granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

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

12. **INSURANCE REQUIREMENTS**

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**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

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Employers' Liability

| | |
|---|---|
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and

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through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right

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to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for

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UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition. Contractor must maintain at least a B rating under the UpGuard Security Rating System (https://www.upguard.com/product/secuity-ratings)

20. **ASSIGNMENT OF CONTRACT**

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

21. **SUSPENSION OF WORK**

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

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

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS :** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

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

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pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

## 24. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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25. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

26. **PUBLIC INFORMATION.**

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

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Todd MIlls, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Maggie Ball or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4040.

29. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their

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tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

30. **NOTICES OR DEMANDS**

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

| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Gillig |
| ATTN: Maggie Ball | ATTN: Shamil Mohammed |
| 669 West 200 South | |
| Salt Lake City, UT 84101 | |
| mball@rideuta.com | Shamil.Mohammed@gillig.com |

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

31. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager Todd Mills | Five calendar days |
| UTA's Procurement Supervisor Amanda Burton/Contractor's (Second Level) | Five calendar days |
| Gillig Account Manager Shamil Mohammed | Five calendar days |

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

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

32. **GOVERNING LAW**

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

**33. COSTS AND ATTORNEY FEES**.

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

**34. SEVERABILITY**

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

**35. AMENDMENTS**

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

**36. FORCE MAJEURE**

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

**37. NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party,

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and no third-party beneficiary is intended or created by the execution of the Contract.

## 38. ENTIRE AGREEMENT

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

## 39. COUNTERPARTS

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

## 40. NONWAIVER

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

## 41. SALES TAX EXEMPT

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

## 42. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 43. SURVIVAL

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

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

**UTAH TRANSIT AUTHORITY:**

By_____

Financial Chief Officer

By DocuSigned by: Mike Bell 11/12/2025
70E33A415BA44F6...
UTA Legal Counsel

Gillig

By Signed by: Shamil Mohammed 11/11/2025
494506BCA2064FF...

Name_____
Title_____

By_____
Name_____
Title_____

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Exhibit A

Price Sheet

These parts are awarded to Gillig under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to Gillig.

Please see attached PDF

| Contract N | Vendor | Part Number | Part Descripti on | UOM | 24mo Usage | Quoted Part Number | Lead-Time in days | First Term Quoted Price | 1st option Year Quoted Price | 2nd Option Year Quoted Price | 3rd Option Year Quoted Price | First 2 years cost | 1st option year | 2nd option year | 3rd option year | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04021 | Gillig | 7004 | BOLT, PIVO | EA | 50 | 83-03448- | 4-6 WEEKS | $45.00 | $50.00 | $55.56 | $61.73 | $2,250.00 | $1,250.00 | $1,389.00 | $1,543.25 | |
| 25 - 04021 | Gillig | 513359 | BOLT | EA | 57 | 83-10326- | 4-6 WEEKS | $27.81 | $30.90 | $34.33 | $38.15 | $1,585.17 | $880.65 | $978.41 | $1,087.28 | |
| 25 - 04021 | Gillig | 590112 | PRESS. CA | EA | 63 | 83-06317- | 4-6 WEEKS | $3.87 | $4.30 | $4.78 | $5.31 | $243.81 | $135.45 | $150.50 | $167.22 | |
| 25 - 04021 | Gillig | 4179012 | SET, SCRE | EA | 20 | 82-65670- | 4-6 WEEKS | $0.23 | $0.25 | $0.28 | $0.31 | $4.57 | $2.54 | $2.82 | $3.14 | |
| 25 - 04021 | Gillig | 4400016 | RIVET, SST | EA | 264 | 82-20122- | 4-6 WEEKS | $0.53 | $0.59 | $0.65 | $0.73 | $139.54 | $77.52 | $86.14 | $95.71 | |
| 25 - 04021 | Gillig | 6392463 | MODULE, | EA | 28 | 82-74516- | 4-6 WEEKS | $234.01 | $260.01 | $288.90 | $321.00 | $6,552.28 | $3,640.16 | $4,044.62 | $4,494.02 | |
| 25 - 04021 | Gillig | 5.09E+08 | CABLE ASS | EA | 31 | 82-89862- | 4-6 WEEKS | $35.40 | $39.33 | $43.70 | $48.56 | $1,097.40 | $609.67 | $677.41 | $752.67 | |
| 25 - 04021 | Gillig | 1.5E+10 | SEAL - 80/ | EA | 25 | 82-47449- | 4-6 WEEKS | $13.99 | $15.54 | $17.27 | $19.18 | $349.64 | $194.25 | $215.83 | $239.81 | |
| 25 - 04021 | Gillig | 1.5E+10 | SEAL, HEA | EA | 47 | 82-47447- | 4-6 WEEKS | $16.67 | $18.52 | $20.58 | $22.87 | $783.56 | $435.31 | $483.68 | $537.42 | |
| 25 - 04021 | Gillig | 01-69143- | TENSIONE | EA | 21 | 82-76297- | 4-6 WEEKS | $202.29 | $224.77 | $249.74 | $277.49 | $4,248.09 | $2,360.09 | $2,622.27 | $2,913.65 | |
| 25 - 04021 | Gillig | 01-69145- | PULLEY, ID | EA | 34 | 01-69145- | 4-6 WEEKS | $41.89 | $46.54 | $51.71 | $57.46 | $1,424.11 | $791.17 | $879.08 | $976.76 | |
| 25 - 04021 | Gillig | 01-70222- | CAP, COO | EA | 111 | 01-70222- | 4-6 WEEKS | $27.99 | $31.10 | $34.56 | $38.40 | $3,106.89 | $1,726.05 | $1,917.83 | $2,130.93 | |
| 25 - 04021 | Gillig | 01-82173- | CAP, RAD | EA | 55 | 01-82173- | 4-6 WEEKS | $4.16 | $4.62 | $5.14 | $5.71 | $228.80 | $127.11 | $141.23 | $156.93 | |
| 25 - 04021 | Gillig | 04-55041- | LINK KIT, L | EA | 51 | 04-55041- | 4-6 WEEKS | $22.83 | $25.37 | $28.19 | $31.32 | $1,164.33 | $646.94 | $718.85 | $798.66 | |
| 25 - 04021 | Gillig | 06-53371\ | SHIN, LOW | EA | 50 | 06-53371\ | 4-6 WEEKS | $20.40 | $22.67 | $25.19 | $27.98 | $1,020.00 | $566.75 | $629.75 | $699.50 | |
| 25 - 04021 | Gillig | 06-60915- | PLATE, NU | EA | 99 | 06-60915- | 4-6 WEEKS | $27.59 | $30.66 | $34.06 | $37.85 | $2,731.41 | $1,517.67 | $1,685.97 | $1,873.58 | |
| 25 - 04021 | Gillig | 13-60752- | BATTERY T | EA | 249 | 13-60752- | 4-6 WEEKS | $156.92 | $174.36 | $193.73 | $215.25 | $39,073.08 | $21,707.27 | $24,119.19 | $26,799.09 | |
| 25 - 04021 | Gillig | 13-73161- | PUMP, LH | EA | 177 | 13-73161- | 4-6 WEEKS | $7.79 | $8.66 | $9.62 | $10.69 | $1,378.83 | $766.02 | $851.13 | $945.70 | |
| 25 - 04021 | Gillig | 14S00012 | SCREW, PI | EA | 40 | 54-30440- | 4-6 WEEKS | $0.12 | $0.13 | $0.15 | $0.16 | $4.80 | $2.67 | $2.96 | $3.29 | |
| 25 - 04021 | Gillig | 15-37992\ | LOUVER A | EA | 24 | 15-37992\ | 4-6 WEEKS | $46.62 | $51.80 | $57.56 | $63.95 | $1,118.88 | $621.60 | $690.72 | $767.40 | |
| 25 - 04021 | Gillig | 18-47826\ | ADAPTER, | EA | 24 | 18-47826\ | 4-6 WEEKS | $10.01 | $11.12 | $12.36 | $13.73 | $240.24 | $133.47 | $148.30 | $164.77 | |
| 25 - 04021 | Gillig | 18-60304- | HOLDER A | EA | 300 | 18-60304- | 4-6 WEEKS | $11.33 | $12.59 | $13.99 | $15.54 | $3,399.00 | $1,888.33 | $2,098.15 | $2,331.28 | |
| 25 - 04021 | Gillig | 18-66556- | SCREEN A | EA | 51 | 18-66556- | 4-6 WEEKS | $179.62 | $199.58 | $221.75 | $246.39 | $9,160.62 | $5,089.23 | $5,654.70 | $6,283.00 | |
| 25 - 04021 | Gillig | 18-69693- | SCREEN, S | EA | 21 | 18-69693- | 4-6 WEEKS | $133.60 | $148.44 | $164.94 | $183.26 | $2,805.60 | $1,558.67 | $1,731.85 | $1,924.28 | |
| 25 - 04021 | Gillig | 18-76123- | SCREEN, S | EA | 28 | 18-76123- | 4-6 WEEKS | $224.32 | $249.24 | $276.94 | $307.71 | $6,280.96 | $3,489.42 | $3,877.14 | $4,307.93 | |
| 25 - 04021 | Gillig | 20-43337- | UPPER PIV | EA | 86 | 20-43337- | 4-6 WEEKS | $39.92 | $44.36 | $49.28 | $54.76 | $3,433.12 | $1,907.48 | $2,119.04 | $2,354.68 | |
| 25 - 04021 | Gillig | 20-66336- | BRACKET, | EA | 20 | 20-66336- | 4-6 WEEKS | $21.26 | $23.62 | $26.25 | $29.16 | $425.20 | $236.22 | $262.47 | $291.63 | |
| 25 - 04021 | Gillig | 20-66337- | PLATE ASS | EA | 33 | 20-66337- | 4-6 WEEKS | $43.83 | $48.70 | $54.11 | $60.12 | $1,446.39 | $803.55 | $892.83 | $992.04 | |
| 25 - 04021 | Gillig | 21-76575- | PLUG, CAP | EA | 20 | 21-76575- | 4-6 WEEKS | $2.29 | $2.54 | $2.83 | $3.14 | $45.80 | $25.44 | $28.27 | $31.41 | |
| 25 - 04021 | Gillig | 41-00035- | WASHER, | EA | 29 | 41-00035- | 4-6 WEEKS | $2.24 | $2.49 | $2.77 | $3.07 | $64.96 | $36.09 | $40.10 | $44.55 | |
| 25 - 04021 | Gillig | 413-9253 | CAP SCRE | EA | 61 | 82-78084- | 4-6 WEEKS | $0.23 | $0.25 | $0.28 | $0.31 | $13.94 | $7.75 | $8.61 | $9.56 | |
| 25 - 04021 | Gillig | 50-45662- | CABLE, BA | EA | 34 | 50-45662- | 4-6 WEEKS | $149.25 | $165.83 | $184.26 | $204.73 | $5,074.50 | $2,819.17 | $3,132.41 | $3,480.45 | |
| 25 - 04021 | Gillig | 50-84250- | HARNESS- | EA | 27 | 50-84250- | 4-6 WEEKS | $23.69 | $26.33 | $29.25 | $32.50 | $639.76 | $355.42 | $394.91 | $438.79 | |
| 25 - 04021 | Gillig | 51-02164- | SWITCH, T | EA | 45 | 51-02164- | 4-6 WEEKS | $21.54 | $23.93 | $26.59 | $29.55 | $969.30 | $538.50 | $598.33 | $664.81 | |
| 25 - 04021 | Gillig | 51-26117- | SWITCH, P | EA | 28 | 51-26117- | 4-6 WEEKS | $40.23 | $44.70 | $49.66 | $55.18 | $1,126.44 | $625.80 | $695.24 | $772.52 | |
| 25 - 04021 | Gillig | 51-49741- | RELAY REC | EA | 23 | 51-49741- | 4-6 WEEKS | $11.77 | $13.08 | $14.53 | $16.15 | $270.71 | $150.39 | $167.10 | $185.67 | |
| 25 - 04021 | Gillig | 51-58599\ | COVER AS | EA | 58 | 51-58599\ | 4-6 WEEKS | $111.39 | $123.77 | $137.52 | $152.80 | $6,460.62 | $3,589.23 | $3,988.04 | $4,431.15 | |
| 25 - 04021 | Gillig | 51-69331- | LAMP, LED | EA | 27 | 51-69331- | 4-6 WEEKS | $21.97 | $24.41 | $27.12 | $30.14 | $593.19 | $329.55 | $366.17 | $406.85 | |
| 25 - 04021 | Gillig | 53-21338- | MOUNT, IS | EA | 30 | 53-21338- | 4-6 WEEKS | $185.06 | $205.62 | $228.47 | $253.85 | $5,551.80 | $3,084.30 | $3,427.05 | $3,807.75 | |
| 25 - 04021 | Gillig | 53-28193- | CLAMP, V- | EA | 58 | 53-28193- | 4-6 WEEKS | $12.02 | $13.36 | $14.84 | $16.49 | $697.16 | $387.31 | $430.35 | $478.16 | |
| 25 - 04021 | Gillig | 53-29766- | KNOB, PAI | EA | 117 | 53-29766- | 4-6 WEEKS | $30.97 | $34.41 | $38.23 | $42.48 | $3,623.49 | $2,013.05 | $2,236.72 | $2,485.25 | |
| 25 - 04021 | Gillig | 53-34748- | ISOLATOR | EA | 437 | 53-34748- | 4-6 WEEKS | $7.15 | $7.94 | $8.83 | $9.81 | $3,124.55 | $1,735.86 | $1,928.73 | $2,143.04 | |
| 25 - 04021 | Gillig | 53-56967\ | MOTOR AS | EA | 29 | 53-56967\ | 4-6 WEEKS | $473.12 | $525.69 | $584.10 | $649.00 | $13,720.48 | $7,622.49 | $8,469.43 | $9,410.48 | |
| 25 - 04021 | Gillig | 53-72721- | CONTROL | EA | 21 | 53-72721- | 4-6 WEEKS | $1,396.43 | $1,551.59 | $1,723.99 | $1,915.54 | $29,325.03 | $16,291.70 | $18,101.90 | $20,113.17 | |
| 25 - 04021 | Gillig | 53-76150- | BATTERY T | EA | 36 | 53-76150- | 4-6 WEEKS | $112.81 | $125.34 | $139.27 | $154.75 | $4,061.16 | $2,256.12 | $2,506.86 | $2,785.50 | |
| 25 - 04021 | Gillig | 54-13112- | RADIATOR | EA | 37 | 54-13112- | 4-6 WEEKS | $1.10 | $1.22 | $1.36 | $1.51 | $40.70 | $22.61 | $25.12 | $27.91 | |
| 25 - 04021 | Gillig | 54-13113- | BOLT, 1/2- | EA | 205 | 54-13113- | 4-6 WEEKS | $0.90 | $1.00 | $1.11 | $1.23 | $184.50 | $102.50 | $113.89 | $126.54 | |
| 25 - 04021 | Gillig | 54-15406- | CLAMP, PI | EA | 76 | 54-15406- | 4-6 WEEKS | $4.83 | $5.37 | $5.96 | $6.63 | $367.08 | $203.93 | $226.59 | $251.77 | |
| 25 - 04021 | Gillig | 54-37358- | NUT PLATE | EA | 1411 | 54-37358- | 4-6 WEEKS | $2.41 | $2.68 | $2.98 | $3.31 | $3,400.51 | $1,889.17 | $2,099.08 | $2,332.31 | |
| 25 - 04021 | Gillig | 54-37359- | BOLT LATC | EA | 53 | 54-37359- | 4-6 WEEKS | $0.61 | $0.68 | $0.75 | $0.84 | $32.33 | $17.96 | $19.96 | $22.17 | |
| 25 - 04021 | Gillig | 54-37359- | BOLT TOR | EA | 1049 | 54-37359- | 4-6 WEEKS | $0.53 | $0.59 | $0.65 | $0.73 | $555.97 | $308.87 | $343.19 | $381.32 | |
| 25 - 04021 | Gillig | 54-37359- | BOLT, TOR | EA | 95 | 54-37359- | 4-6 WEEKS | $4.93 | $5.48 | $6.09 | $6.76 | $468.35 | $260.19 | $289.10 | $321.23 | |
| 25 - 04021 | Gillig | 54-37359- | BOLT, BUT | EA | 25 | 54-37359- | 4-6 WEEKS | $3.02 | $3.36 | $3.73 | $4.14 | $75.50 | $41.94 | $46.60 | $51.78 | |
| 25 - 04021 | Gillig | 54-38112\ | LATCH, CO | EA | 24 | 54-38112\ | 4-6 WEEKS | $24.16 | $26.84 | $29.83 | $33.14 | $579.84 | $322.08 | $357.96 | $397.68 | |
| 25 - 04021 | Gillig | 54-38170\ | BUMPER, E | EA | 76 | 54-38170\ | 4-6 WEEKS | $1.04 | $1.16 | $1.28 | $1.43 | $79.04 | $43.91 | $48.79 | $54.21 | |
| 25 - 04021 | Gillig | 54-56949- | NOZZLE, S | EA | 28 | 54-56949- | 4-6 WEEKS | $3.53 | $3.92 | $4.36 | $4.84 | $98.84 | $54.91 | $61.01 | $67.79 | |
| 25 - 04021 | Gillig | 54-74804- | CLAMP, 2" | EA | 24 | 54-74804- | 4-6 WEEKS | $18.79 | $20.88 | $23.20 | $25.78 | $450.96 | $250.56 | $278.40 | $309.36 | |
| 25 - 04021 | Gillig | 56-02124- | BUMPER, E | EA | 612 | 56-02124- | 4-6 WEEKS | $0.29 | $0.32 | $0.36 | $0.40 | $177.48 | $98.60 | $109.56 | $121.73 | |
| 25 - 04021 | Gillig | 56-32650- | SHIELD, SI | EA | 20 | 56-32650- | 4-6 WEEKS | $41.46 | $46.07 | $51.19 | $56.87 | $829.20 | $460.67 | $511.85 | $568.72 | |
| 25 - 04021 | Gillig | 82-13842- | WEAR PLA | EA | 84 | 82-13842- | 4-6 WEEKS | $3.63 | $4.03 | $4.48 | $4.98 | $304.92 | $169.40 | $188.22 | $209.14 | |
| 25 - 04021 | Gillig | 82-27315- | ADAPTER, | EA | 26 | 82-27315- | 4-6 WEEKS | $267.39 | $297.10 | $330.11 | $366.79 | $6,952.14 | $3,862.30 | $4,291.44 | $4,768.27 | |
| 25 - 04021 | Gillig | 82-27576- | BEARING, | EA | 96 | 82-27576- | 4-6 WEEKS | 56.02 | 62.24 | 69.16 | 76.84 | $5,377.92 | $2,987.73 | $3,319.70 | $3,688.56 | |
| 25 - 04021 | Gillig | 82-31902- | PC BOARD | EA | 69 | 82-31902- | 4-6 WEEKS | $53.15 | $59.06 | $65.62 | $72.91 | $3,667.35 | $2,037.42 | $2,263.80 | $2,515.33 | |
| 25 - 04021 | Gillig | 82-36791- | DRIVER, KI | EA | 22 | 82-36791- | 4-6 WEEKS | $1.34 | $1.49 | $1.65 | $1.84 | $29.48 | $16.38 | $18.20 | $20.22 | |
| 25 - 04021 | Gillig | 82-39184- | TOUCHPA | EA | 45 | 82-89664- | 4-6 WEEKS | 119.69 | 132.99 | 147.77 | 164.18 | $5,386.05 | $2,992.25 | $3,324.72 | $3,694.14 | |
| 25 - 04021 | Gillig | 82-47069- | LAMP, GRE | EA | 24 | 82-47069- | 4-6 WEEKS | $49.35 | $54.83 | $60.93 | $67.70 | $1,184.40 | $657.96 | $731.16 | $812.40 | |
| 25 - 04021 | Gillig | 82-48364- | RETAINER( | EA | 23 | 82-48364- | 4-6 WEEKS | $5.39 | $5.99 | $6.65 | $7.39 | $123.96 | $68.87 | $76.52 | $85.02 | |
| 25 - 04021 | Gillig | 82-51164- | BOLT, ARM | EA | 23 | 82-51164- | 4-6 WEEKS | $49.03 | $54.48 | $60.53 | $67.26 | $1,127.69 | $626.52 | $696.10 | $773.49 | |
| 25 - 04021 | Gillig | 82-52235- | COVER, LO | EA | 34 | 82-52235- | 4-6 WEEKS | $70.41 | $78.23 | $86.93 | $96.58 | $2,393.94 | $1,329.91 | $1,477.81 | $1,641.86 | |
| 25 - 04021 | Gillig | 82-61698- | CLIP, FUEL | EA | 75 | 82-61698- | 4-6 WEEKS | $0.47 | $0.52 | $0.58 | $0.64 | $35.25 | $19.58 | $21.76 | $24.18 | |
| 25 - 04021 | Gillig | 82-61699- | CLIP, FUEL | EA | 108 | 82-61699- | 4-6 WEEKS | $0.45 | $0.50 | $0.56 | $0.62 | $48.60 | $27.00 | $30.00 | $33.33 | |
| 25 - 04021 | Gillig | 82-63473- | FASTENER | EA | 25 | 82-63473- | 4-6 WEEKS | $1.09 | $1.21 | $1.35 | $1.50 | $27.25 | $15.13 | $16.88 | $18.75 | |
| 25 - 04021 | Gillig | 82-65917- | BEARING, | EA | 31 | 82-65917- | 4-6 WEEKS | $41.83 | $46.48 | $51.64 | $57.38 | $1,296.73 | $720.41 | $800.45 | $889.39 | |
| 25 - 04021 | Gillig | 82-70883- | DUST COV | EA | 66 | 82-70883- | 4-6 WEEKS | $13.22 | $14.69 | $16.32 | $18.14 | $872.59 | $484.77 | $538.64 | $598.48 | |
| 25 - 04021 | Gillig | 82-71505- | STORAGE | EA | 25 | 82-71505- | 4-6 WEEKS | $79.17 | $87.97 | $97.74 | $108.60 | $1,979.25 | $1,099.63 | $1,221.75 | $1,357.50 | |
| 25 - 04021 | Gillig | 82-76980- | VALVE, FA | EA | 20 | 82-76980- | 4-6 WEEKS | $3,425.06 | $3,805.62 | $4,228.47 | $4,698.30 | $68,501.20 | $38,056.22 | $42,284.69 | $46,982.99 | |
| 25 - 04021 | Gillig | 82-80676- | O-RING | EA | 23 | 82-80676- | 4-6 WEEKS | $3.48 | $3.87 | $4.30 | $4.78 | $80.14 | $44.52 | $49.47 | $54.96 | |
| 25 - 04021 | Gillig | 82-89619- | DIODE MO | EA | 130 | 82-89619- | 4-6 WEEKS | $140.28 | $155.87 | $173.19 | $192.43 | $18,236.40 | $10,131.33 | $11,257.04 | $12,507.82 | |
| 25 - 04021 | Gillig | BR50 | KIT, INNER | EA | 83 | 82-07181- | 4-6 WEEKS | $8.23 | $9.14 | $10.16 | $11.29 | $682.97 | $379.43 | $421.59 | $468.43 | |
| 25 - 04021 | Gillig | GL8946 | ALTERNAT | EA | 27 | 82-85645- | 4-6 WEEKS | $328.19 | $364.66 | $405.17 | $450.19 | $8,861.13 | $4,922.85 | $5,469.83 | $6,077.59 | |
| 25 - 04021 | Gillig | H0102030 | O RING, 3( | EA | 146 | 82-47450- | 4-6 WEEKS | $2.14 | $2.38 | $2.65 | $2.94 | $312.86 | $173.81 | $193.12 | $214.58 | |
| 25 - 04021 | Gillig | H6415491 | GASKET, P | EA | 308 | 82-47443- | 4-6 WEEKS | $146.24 | $162.49 | $180.55 | $200.61 | $45,042.80 | $25,023.78 | $27,804.20 | $30,893.55 | |
| 25 - 04021 | Gillig | 82-17837- | LOCK WA | EA | 25 | 82-17837- | 4-6 WEEKS | $0.49 | $0.54 | $0.60 | $0.67 | $12.25 | $6.81 | $7.56 | $8.40 | |
| 25 - 04021 | Gillig | 82-55739- | BOLT, MIR | EA | 24 | 82-55739- | 4-6 WEEKS | $11.51 | $12.79 | $14.21 | $15.79 | $276.24 | $153.47 | $170.52 | $189.47 | |
| 25 - 04021 | Gillig | 82-80646- | MIRROR AS | EA | 37 | 82-80646- | 4-6 WEEKS | $1,061.16 | $1,179.07 | $1,310.07 | $1,455.64 | $39,262.92 | $21,812.73 | $24,236.37 | $26,929.30 | |
| 25 - 04021 | Gillig | 1.12E+08 | STUD | EA | 36 | 82-53621- | 4-6 WEEKS | $0.42 | $0.47 | $0.52 | $0.58 | $15.12 | $8.46 | $9.36 | $10.44 | |
| 25 - 04021 | Gillig | 1.51E+08 | RETAINER, | EA | 133 | 82-55953- | 4-6 WEEKS | $0.91 | $1.01 | $1.12 | $1.25 | $121.03 | $67.17 | $74.48 | $83.13 | |
| 25 - 04021 | Gillig | 82-65839- | FOAM, ARI | EA | 32 | 82-65839- | 4-6 WEEKS | $69.29 | $76.99 | $85.54 | $95.05 | $2,217.28 | $1,231.84 | $1,368.64 | $1,520.80 | |
| 25 - 04021 | Gillig | 20-61107- | GLASS, DO | EA | 24 | 20-61107- | 4-6 WEEKS | $64.18 | $71.31 | $79.23 | $88.04 | $1,540.32 | $855.73 | $950.81 | $1,056.46 | |
| 25 - 04021 | Gillig | 20-61124- | GLASS, DO | EA | 62 | 20-61124- | 4-6 WEEKS | $46.93 | $52.14 | $57.94 | $64.38 | $2,909.66 | $1,616.34 | $1,796.14 | $1,995.78 | |
| 25 - 04021 | Gillig | 26-55133- | GLAZING, | EA | 79 | 26-55133- | 4-6 WEEKS | $384.51 | $427.23 | $474.70 | $527.45 | $30,376.29 | $16,875.72 | $18,750.80 | $20,834.22 | |
| 25 - 04021 | Gillig | 26-61428- | GLAZING, | EA | 69 | 26-61428- | 4-6 WEEKS | $372.42 | $413.80 | $459.78 | $510.86 | $25,696.98 | $14,276.10 | $15,862.33 | $17,624.81 | |
| 25 - 04021 | Gillig | 26-61428- | GLAZING, | EA | 81 | 26-61428- | 4-6 WEEKS | $372.42 | $413.80 | $459.78 | $510.86 | $30,166.02 | $16,758.90 | $18,621.00 | $20,690.00 | |
| 25 - 04021 | Gillig | 82-28521- | GLASS CU | EA | 111 | 82-28521- | 4-6 WEEKS | $49.60 | $55.11 | $61.23 | $68.04 | $5,505.60 | $3,058.61 | $3,398.27 | $3,776.22 | |
| 25 - 04021 | Gillig | 82-41107- | PLASTIC R | EA | 99 | 82-41107- | 4-6 WEEKS | $0.45 | $0.50 | $0.56 | $0.62 | $44.55 | $24.75 | $27.72 | $30.69 | |
| 25 - 04021 | Gillig | 82-88800- | LAMP, FOG | EA | 86 | 82-88800- | 4-6 WEEKS | $82.70 | $91.89 | $102.10 | $113.44 | $7,112.20 | $3,951.22 | $4,390.25 | $4,878.05 | |
| | | | | | | | | | | | | Total | $496,180.99 | $275,656.35 | $306,284.51 | $340,317.03 | **$1,418,438.89** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Repetitive Inventory Parts (Mohawk Mfg. Supply Co.)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-04022 and associated disbursements with Mohawk Mfg. Supply Co., with an estimated value of $1,420,000 over five (5) years.

**BACKGROUND:**
The Supply Chain department solicited competitive bids from multiple suppliers for our high-usage, repetitive purchased parts. Each quote was evaluated and the lowest-bid vendor selected who meets the current quality specifications or approved equal.

This vendor is to supply UTA through an Automatic Purchase Order process. As UTA maintenance consumes parts and inventory levels drop to the item's reorder point a Purchase Order is automatically generated and sent to the vendor. This process saves time for both the vendor and UTA by eliminating repetitively quoting the same part. This long-term agreement also helps to stabilize inventory levels, enhance parts availability, reduce lead times, and ensure consistent quality across the parts procured.

**DISCUSSION:**
The Supply Chain department desires to enter into a requirements contract with Mohawk Mfg. Supply Co. UTA does not guarantee the purchase of any items and is not financially obligated to the vendor until a Purchase Order has been issued and received.

The term of the contract will be for two (2) years, plus three (3) 1-year options for extension. Pricing for each

part is fixed for the first two years, with subsequent option years' pricing being pre-established in Exhibit A.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Mohawk Mfg. Supply Co. |
| **Contract Number:** | 25-04022 |
| **Base Contract Effective Dates:** | January 1, 2026 - December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $1,420,000 |
| **Procurement Method:** | IFB |
| **Budget Authority:** | Approved 2026 Operating Budget |

**ALTERNATIVES:**

UTA will have to competitively bid the same item each time the item reaches its' reorder point, substantially increasing the workload on buyers.

**FISCAL IMPACT:**

Each Maintenance division parts budget will be charged when parts are issued to a work order.

- 2026 Contract Value: $259,100
- 2027 Contract Value: $259,100
- 2028 Contract Value: $279,800
- 2029 Contract Value: $300,000
- 2030 Contract Value: $322,000

Estimated Total Contract Value: $1,420,000

**ATTACHMENTS:**

- Contract: Repetitive Inventory Parts (Mohawk Mfg. Supply Co.)

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UTAH TRANSIT AUTHORITY

# GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04022MB
(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Mohawk MFG. Supply CO., a provider who specializes in inventory parts. (the "Contractor").

## RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, Mohawk MFG. Supply CO. submitted a bid that UTA was deemed to be advantageous; and

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

## AGREEMENT

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

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

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described.

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order

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method) during a five - year period expiring December 2030. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three one year options. For a total Contract period not to exceed Five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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## 7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number

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iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

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

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by

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law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

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

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12. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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to bind coverage on its behalf.

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service

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is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud

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

20. **ASSIGNMENT OF CONTRACT**

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

21. **SUSPENSION OF WORK**

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

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

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account for the same, and dispose of it in the manner UTA directs.

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

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS :** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

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b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

## 24. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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any tier.

25. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

26. **PUBLIC INFORMATION.**

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

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Todd MIlls, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Maggie Ball or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4040.

29. **CONFLICT OF INTEREST**

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

30. **NOTICES OR DEMANDS**

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

| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Mohawk MFG. Supply CO. |
| ATTN: Maggie Ball | ATTN: Chelsea Campbell |
| 669 West 200 South | |
| Salt Lake City, UT 84101 | |
| mball@rideuta.com | ccampbell@mohawkmfg.com |

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

31. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| **Level of Authority** | **Time Limit** |
|---|---|
| UTA's Project Manager Todd Mills | Five calendar days |

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| | | |
|---|---|---|
| UTA's Procurement Supervisor Amanda Burton/Contractor's (Second Level) | | Five calendar days |
| Mohawk MFG. Supply CO | Account Manager Chelsea Campbell | Five calendar days |

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

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

## 32. GOVERNING LAW

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

## 33. COSTS AND ATTORNEY FEES.

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

## 34. SEVERABILITY

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

## 35. AMENDMENTS

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

## 36. FORCE MAJEURE

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

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## 37. NO THIRD-PARTY BENEFICIARIES

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

## 38. ENTIRE AGREEMENT

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

## 39. COUNTERPARTS

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

## 40. NONWAIVER

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

## 41. SALES TAX EXEMPT

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

## 42. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 43. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this

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Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

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

**UTAH TRANSIT AUTHORITY:**

By_____

Financial Chief Officer

By DocuSigned by: Mike Bell 11/18/2025
70E33A415BA44F6...
UTA Legal Counsel

Mohawk MFG. Supply CO.

By DocuSigned by: Robert Brown 11/18/2025
3AFCAA531C0A478...

Name Robert Brown

Title President

By_____

Name_____

Title_____

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Exhibit A

Price Sheet

These parts are awarded to Mohawk MFG. Supply CO. under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to Mohawk MFG. Supply CO.

Please see attached PDF

| Contract N | Vendor | Part Number | Part Description | UOM | 24mo Usage | Quoted Part Number | Lead-Time in days | First Term Quoted Price | 1st option Year Quoted Price | 2nd Option Year Quoted Price | 3rd Option Year Quoted Price | First 2 years cost | 1st option year | 2nd option year | 3rd option year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04022 | Mohawk MFG. Supply Co | 228 | TURBO VA | EA | 76 | 6326544 | 5 | 10.50 | 11.03 | 11.58 | 12.16 | 798.00 | 419.14 | 440.04 | 462.08 |
| 25 - 04022 | Mohawk MFG. Supply Co | 235 | KIT, PURGI | EA | 1266 | 6313244 | 5 | 20.40 | 21.42 | 22.50 | 23.63 | 25,826.40 | 13,558.86 | 14,242.50 | 14,957.79 |
| 25 - 04022 | Mohawk MFG. Supply Co | 238 | KIT, CHEC | EA | 596 | 6313243 | 5 | 3.95 | 4.15 | 4.36 | 4.58 | 2,354.20 | 1,236.70 | 1,299.28 | 1,364.84 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1071 | BOLT, MOU | EA | 225 | 10539185 | 5 | 0.83 | 0.88 | 0.93 | 0.98 | 186.75 | 99.00 | 104.63 | 110.25 |
| 25 - 04022 | Mohawk MFG. Supply Co | 191914 | SCREW, D | EA | 177 | 15C-3-31 | 5 | 0.28 | 0.30 | 0.32 | 0.34 | 49.56 | 26.55 | 28.32 | 30.09 |
| 25 - 04022 | Mohawk MFG. Supply Co | 280736 | LATCH, QU | EA | 23 | 280736 | 5 | 7.99 | 8.39 | 8.81 | 9.26 | 183.77 | 96.49 | 101.32 | 106.49 |
| 25 - 04022 | Mohawk MFG. Supply Co | 466467 | RADIUS RO | EA | 43 | 466467 | 5 | 168.00 | 176.40 | 185.22 | 194.49 | 7,224.00 | 3,792.60 | 3,982.23 | 4,181.54 |
| 25 - 04022 | Mohawk MFG. Supply Co | 574169 | RADIUS RO | EA | 50 | 574169 | 5 | 126.00 | 132.30 | 138.92 | 145.87 | 6,300.00 | 3,307.50 | 3,473.00 | 3,646.75 |
| 25 - 04022 | Mohawk MFG. Supply Co | 661599 | STUD, 9/16 | EA | 82 | 661599 | 5 | 0.53 | 0.56 | 0.59 | 0.62 | 43.46 | 22.96 | 24.19 | 25.42 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | SCREW, PO | EA | 73 | 1968396 | 5 | 0.24 | 0.26 | 0.28 | 0.30 | 17.52 | 9.49 | 10.22 | 10.95 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | WASHER, S | EA | 206 | 2012242 | 5 | 0.20 | 0.21 | 0.23 | 0.25 | 41.20 | 21.63 | 23.69 | 25.75 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | WASHER, 1 | EA | 164 | 2101123 | 5 | 0.28 | 0.30 | 0.32 | 0.34 | 45.92 | 24.60 | 26.24 | 27.88 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | WEDGE, LO | EA | 360 | 2259327 | 5 | 0.64 | 0.68 | 0.72 | 0.76 | 230.40 | 122.40 | 129.60 | 136.80 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | GASKET, O | EA | 695 | 2298293 | 5 | 0.95 | 1.00 | 1.05 | 1.10 | 660.25 | 347.50 | 364.88 | 382.25 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | GASKET,IN | EA | 251 | 2302132 | 5 | 0.58 | 0.61 | 0.65 | 0.69 | 145.58 | 76.56 | 81.58 | 86.60 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | GASKET, H | EA | 549 | 2306427 | 5 | 0.72 | 0.76 | 0.80 | 0.84 | 395.28 | 208.62 | 219.60 | 230.58 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2E+06 | STRAP, INL | EA | 50 | 2366106 | 5 | 0.41 | 0.44 | 0.48 | 0.52 | 20.50 | 11.00 | 12.00 | 13.00 |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+06 | GASKET, E | EA | 119 | 2866636 | 5 | 6.25 | 6.57 | 6.90 | 7.25 | 743.75 | 390.92 | 410.55 | 431.38 |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+06 | SENSOR, F | EA | 59 | 2871960 | 105 | 112.50 | 121.50 | 131.22 | 141.72 | 6,637.50 | 3,584.25 | 3,870.99 | 4,180.74 |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+06 | SENSOR, M | EA | 45 | 6392140 | 5 | 69.32 | 72.79 | 76.43 | 80.26 | 3,119.40 | 1,637.78 | 1,719.68 | 1,805.85 |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+06 | HOSE, EGR | EA | 70 | 3101632 | 5 | 26.44 | 27.77 | 29.16 | 30.62 | 1,850.80 | 971.95 | 1,020.60 | 1,071.70 |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+06 | BELT TENS | EA | 25 | 3401041 | 5 | 66.75 | 70.09 | 73.60 | 77.28 | 1,668.75 | 876.13 | 920.00 | 966.00 |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+06 | GASKET, E | EA | 90 | 3104230 | 5 | 10.90 | 11.45 | 12.03 | 12.64 | 981.00 | 515.25 | 541.35 | 568.80 |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+06 | BELT, WAT | EA | 50 | CUM-3289 | 5 | 20.63 | 21.67 | 22.76 | 23.90 | 1,031.50 | 541.75 | 569.00 | 597.50 |
| 25 - 04022 | Mohawk MFG. Supply Co | 0334113 | WIPER BLA | EA | 33 | 792070 | 5 | 7.92 | 8.32 | 8.74 | 9.18 | 261.36 | 137.28 | 144.21 | 151.47 |
| 25 - 04022 | Mohawk MFG. Supply Co | 4E+06 | SEAL, AIR I | EA | 29 | 3682177 | 5 | 2.60 | 2.86 | 3.15 | 3.46 | 75.40 | 41.47 | 45.68 | 50.17 |
| 25 - 04022 | Mohawk MFG. Supply Co | 4E+06 | ORING, ISC | EA | 139 | 3883284 | 5 | 1.25 | 1.38 | 1.52 | 1.67 | 173.75 | 95.91 | 105.64 | 116.07 |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04022 | Mohawk MFG. Supply Co | 4E+06 | KIT, FRONT | EA | 59 | 3925626 | 5 | 18.63 | 19.57 | 20.55 | 21.58 | 1,099.17 | 577.32 | 606.23 | 636.61 |
| 25 - 04022 | Mohawk MFG. Supply Co | 4E+06 | SHAFT, IDL | EA | 65 | 3935229 | 5 | 24.25 | 25.47 | 26.75 | 28.09 | 1,576.25 | 827.78 | 869.38 | 912.93 |
| 25 - 04022 | Mohawk MFG. Supply Co | 4E+06 | HOUSING, | EA | 144 | 3957987 | 5 | 116.65 | 134.15 | 154.27 | 177.41 | 16,797.60 | 9,658.80 | 11,107.44 | 12,773.52 |
| 25 - 04022 | Mohawk MFG. Supply Co | 0401111 | KIT, BRAKE | EA | 46 | 04-01-111 | 5 | 76.56 | 80.39 | 84.41 | 88.64 | 3,521.76 | 1,848.97 | 1,941.43 | 2,038.72 |
| 25 - 04022 | Mohawk MFG. Supply Co | 4E+06 | GASKET, D | EA | 252 | 4329681 | 5 | 18.99 | 19.94 | 20.94 | 21.99 | 4,785.48 | 2,512.44 | 2,638.44 | 2,770.74 |
| 25 - 04022 | Mohawk MFG. Supply Co | 5E+06 | CLAMP, V I | EA | 35 | 4946823 | 5 | 23.00 | 25.30 | 28.34 | 31.74 | 805.00 | 442.75 | 495.95 | 555.45 |
| 25 - 04022 | Mohawk MFG. Supply Co | 5E+06 | GASKET, E | EA | 63 | 5253019 | 5 | 3.69 | 4.24 | 4.88 | 5.61 | 232.47 | 133.56 | 153.72 | 176.72 |
| 25 - 04022 | Mohawk MFG. Supply Co | 5E+06 | HOSE, MO | EA | 24 | 5258626 | 5 | 16.60 | 17.43 | 18.31 | 19.23 | 398.40 | 209.16 | 219.72 | 230.76 |
| 25 - 04022 | Mohawk MFG. Supply Co | 5E+06 | CLAMP, HO | EA | 47 | 5271773 | 14 | 12.37 | 13.73 | 15.26 | 16.97 | 581.39 | 322.66 | 358.61 | 398.80 |
| 25 - 04022 | Mohawk MFG. Supply Co | 6E+06 | EXHAUST I | EA | 346 | 5269779 | 5 | 7.75 | 8.14 | 8.55 | 8.98 | 2,681.50 | 1,408.22 | 1,479.15 | 1,553.54 |
| 25 - 04022 | Mohawk MFG. Supply Co | 6E+06 | THERMOS | EA | 106 | 5478594 | 5 | 91.57 | 96.15 | 100.96 | 106.01 | 9,706.42 | 5,095.95 | 5,350.88 | 5,618.53 |
| 25 - 04022 | Mohawk MFG. Supply Co | 6E+06 | CYLINDER | EA | 26 | 6309292 | 5 | 10.38 | 10.90 | 11.45 | 12.03 | 269.88 | 141.70 | 148.85 | 156.39 |
| 25 - 04022 | Mohawk MFG. Supply Co | 6E+06 | STUD, WH | EA | 29 | 6346293 | 105 | 4.43 | 4.96 | 5.56 | 6.22 | 128.47 | 71.92 | 80.62 | 90.19 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | SILICONE | EA | 32 | 15324980 | 5 | 0.05 | 0.06 | 0.07 | 0.08 | 1.60 | 0.96 | 1.12 | 1.28 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | SHROUD, I | EA | 455 | 12010973 | 5 | 0.75 | 0.84 | 0.94 | 1.05 | 341.25 | 191.10 | 213.85 | 238.88 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | SILICONE | EA | 3500 | 15324982 | 5 | 0.11 | 0.15 | 0.18 | 0.21 | 385.00 | 262.50 | 315.00 | 367.50 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | TERMINAL | EA | 138 | 12015791 | 5 | 0.97 | 1.11 | 1.25 | 1.45 | 133.86 | 76.59 | 86.25 | 100.05 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | TOWER, FE | EA | 778 | 12015792 | 5 | 0.66 | 0.70 | 0.74 | 0.78 | 513.48 | 272.30 | 287.86 | 303.42 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | CONNECT | EA | 122 | 12015793 | 5 | 0.80 | 0.88 | 0.97 | 1.07 | 97.60 | 53.68 | 59.17 | 65.27 |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | TERMINAL | EA | 119 | 12089188 | 5 | 0.22 | 0.25 | 0.28 | 0.32 | 26.18 | 14.88 | 16.66 | 19.04 |
| 25 - 04022 | Mohawk MFG. Supply Co | 0462201 | SOCKET, S | EA | 84 | 51-13833- | 5 | 0.29 | 0.31 | 0.33 | 0.35 | 24.36 | 13.02 | 13.86 | 14.70 |
| 25 - 04022 | Mohawk MFG. Supply Co | 01-5845 | CLAMP, V- | EA | 125 | 01-58451- | 5 | 39.59 | 41.57 | 43.65 | 45.84 | 4,948.75 | 2,598.13 | 2,728.13 | 2,865.00 |
| 25 - 04022 | Mohawk MFG. Supply Co | 01-6107 | BELT, A/C | EA | 277 | GY-2-5VX9 | 28 | 27.54 | 30.29 | 33.32 | 36.65 | 7,628.58 | 4,195.17 | 4,614.82 | 5,076.03 |
| 25 - 04022 | Mohawk MFG. Supply Co | 01-6358 | CLAMP, DF | EA | 129 | 01-63586- | 28 | 12.58 | 13.21 | 13.88 | 14.58 | 1,622.82 | 852.05 | 895.26 | 940.41 |
| 25 - 04022 | Mohawk MFG. Supply Co | 01-6452 | CLAMP, DF | EA | 43 | 01-64524- | 5 | 25.30 | 26.57 | 27.90 | 29.30 | 1,087.90 | 571.26 | 599.85 | 629.95 |
| 25 - 04022 | Mohawk MFG. Supply Co | 04-04-11 | ALL AXLE B | EA | 147 | MDK-5008 | 7 | 124.74 | 130.98 | 137.53 | 144.41 | 18,336.78 | 9,627.03 | 10,108.46 | 10,614.14 |
| 25 - 04022 | Mohawk MFG. Supply Co | 04-4307 | VALVE, RE | EA | 117 | 04-43073- | 5 | 47.25 | 49.62 | 52.11 | 54.72 | 5,528.25 | 2,902.77 | 3,048.44 | 3,201.12 |
| 25 - 04022 | Mohawk MFG. Supply Co | 04-4307 | VALVE, FR | EA | 32 | 04-43073- | 5 | 47.25 | 49.62 | 52.11 | 54.72 | 1,512.00 | 793.92 | 833.76 | 875.52 |
| 25 - 04022 | Mohawk MFG. Supply Co | 04-4938 | VALVE,AUT | EA | 63 | 04-49389- | 5 | 62.75 | 70.28 | 78.71 | 88.15 | 3,953.25 | 2,213.82 | 2,479.37 | 2,776.73 |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04022 | Mohawk MFG. Supply Co | 05-3540 | DRAG LINK | EA | 56 | 05-35402- | 5 | 234.57 | 246.30 | 258.62 | 271.56 | 13,135.92 | 6,896.40 | 7,241.36 | 7,603.68 |
| 25 - 04022 | Mohawk MFG. Supply Co | 05-7095 | SWITCH, H | EA | 43 | 05-73265- | 5 | 16.65 | 17.49 | 18.37 | 19.29 | 715.95 | 376.04 | 394.96 | 414.74 |
| 25 - 04022 | Mohawk MFG. Supply Co | 08-3662 | RUBBER B | EA | 93 | 08-36629- | 5 | 17.76 | 18.65 | 19.59 | 20.57 | 1,651.68 | 867.23 | 910.94 | 956.51 |
| 25 - 04022 | Mohawk MFG. Supply Co | 08-5620 | TORQUE R | EA | 113 | 08-44634- | 5 | 168.76 | 177.20 | 186.06 | 195.37 | 19,069.88 | 10,011.80 | 10,512.39 | 11,038.41 |
| 25 - 04022 | Mohawk MFG. Supply Co | 08-7062 | ASSY, ROD | EA | 20 | 08-70629- | 7 | 203.10 | 213.26 | 223.93 | 235.13 | 4,062.00 | 2,132.60 | 2,239.30 | 2,351.30 |
| 25 - 04022 | Mohawk MFG. Supply Co | 08-7370 | ABSORBER | EA | 67 | KONI-9005 | 5 | 151.63 | 159.22 | 167.19 | 175.55 | 10,159.21 | 5,333.87 | 5,600.87 | 5,880.93 |
| 25 - 04022 | Mohawk MFG. Supply Co | 11-5827 | SHOCK AB | EA | 292 | 11-45291N | 5 | 161.20 | 180.54 | 202.21 | 226.47 | 47,070.40 | 26,358.84 | 29,522.66 | 33,064.62 |
| 25 - 04022 | Mohawk MFG. Supply Co | 20-4206 | LATCH, AD | EA | 29 | 20-42065N | 5 | 16.35 | 18.31 | 20.51 | 22.97 | 474.15 | 265.50 | 297.40 | 333.07 |
| 25 - 04022 | Mohawk MFG. Supply Co | 2210K65 | CAMSHAF | EA | 35 | 82-06793- | 5 | 57.46 | 60.34 | 63.36 | 66.53 | 2,011.10 | 1,055.95 | 1,108.80 | 1,164.28 |
| 25 - 04022 | Mohawk MFG. Supply Co | 40-0044 | PLATE, LO | EA | 257 | 40-00445- | 5 | 3.84 | 4.04 | 4.25 | 4.47 | 986.88 | 519.14 | 546.13 | 574.40 |
| 25 - 04022 | Mohawk MFG. Supply Co | 51-6535 | LAMP, STE | EA | 284 | 51-65353- | 5 | 65.26 | 68.53 | 71.96 | 75.56 | 18,533.84 | 9,731.26 | 10,218.32 | 10,729.52 |
| 25 - 04022 | Mohawk MFG. Supply Co | 51-6669 | LAMP ASSY | EA | 136 | 51-66690- | 5 | 21.48 | 22.56 | 23.69 | 24.88 | 2,921.28 | 1,534.08 | 1,610.92 | 1,691.84 |
| 25 - 04022 | Mohawk MFG. Supply Co | 51-7100 | LAMP ASSY | EA | 141 | 51-71007- | 5 | 13.23 | 13.90 | 14.60 | 15.33 | 1,865.43 | 979.95 | 1,029.30 | 1,080.77 |
| 25 - 04022 | Mohawk MFG. Supply Co | 51-7100 | LAMP ASSY | EA | 281 | 51-71007- | 5 | 13.23 | 13.90 | 14.60 | 15.33 | 3,717.63 | 1,952.95 | 2,051.30 | 2,153.87 |
| 25 - 04022 | Mohawk MFG. Supply Co | 53-0998 | VALVE, PR | EA | 324 | 53-09988- | 5 | 17.56 | 18.44 | 19.37 | 20.34 | 5,689.44 | 2,987.28 | 3,137.94 | 3,295.08 |
| 25 - 04022 | Mohawk MFG. Supply Co | 53-0998 | BUTTON, P | EA | 229 | 53-09989- | 5 | 2.27 | 2.39 | 2.51 | 2.64 | 519.83 | 273.66 | 287.40 | 302.28 |
| 25 - 04022 | Mohawk MFG. Supply Co | 53-4767 | ARM, WIPE | EA | 25 | 53-47677N | 5 | 96.64 | 101.48 | 106.56 | 111.89 | 2,416.00 | 1,268.50 | 1,332.00 | 1,398.63 |
| 25 - 04022 | Mohawk MFG. Supply Co | 53-4767 | WIPER PAN | EA | 76 | 53-47677V | 5 | 100.57 | 105.60 | 110.88 | 116.43 | 7,643.32 | 4,012.80 | 4,213.44 | 4,424.34 |
| 25 - 04022 | Mohawk MFG. Supply Co | 54-4314 | KEY, LATC | EA | 237 | 54-43146- | 5 | 25.05 | 26.31 | 27.63 | 29.02 | 5,936.85 | 3,117.74 | 3,274.16 | 3,438.87 |
| 25 - 04022 | Mohawk MFG. Supply Co | 56-0769 | BUSHING, | EA | 235 | 56-07695- | 5 | 1.69 | 1.78 | 1.87 | 1.97 | 397.15 | 209.15 | 219.73 | 231.48 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-0082 | LOCKWAS | EA | 55 | 114756 | 5 | 0.18 | 0.19 | 0.20 | 0.21 | 9.90 | 5.23 | 5.50 | 5.78 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-0334 | SNAPRING | EA | 102 | 2084253 | 5 | 0.39 | 0.41 | 0.44 | 0.47 | 39.78 | 20.91 | 22.44 | 23.97 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-0339 | SPACER, . | EA | 136 | 15510202 | 5 | 0.47 | 0.50 | 0.53 | 0.56 | 63.92 | 34.00 | 36.04 | 38.08 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-0487 | RIVET, BU | EA | 260 | G5010703 | 5 | 0.29 | 0.31 | 0.33 | 0.35 | 75.40 | 40.30 | 42.90 | 45.50 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-1027 | WASHER, | EA | 181 | RWL-1229 | 5 | 0.22 | 0.24 | 0.26 | 0.28 | 39.82 | 21.72 | 23.53 | 25.34 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-1169 | SPACER .0 | EA | 298 | N8888894 | 5 | 0.21 | 0.23 | 0.25 | 0.27 | 62.58 | 34.27 | 37.25 | 40.23 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-1376 | VALVE, RE | EA | 67 | 6313245 | 5 | 3.46 | 3.74 | 4.04 | 4.36 | 231.82 | 125.29 | 135.34 | 146.06 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-1951 | TIE ROD EN | EA | 90 | 6301534 | 70 | 9.14 | 9.60 | 10.08 | 10.59 | 822.60 | 432.00 | 453.60 | 476.55 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-1960 | FLATWASH | EA | 82 | RWL-1229 | 5 | 1.75 | 1.93 | 2.12 | 2.33 | 143.50 | 79.13 | 86.92 | 95.53 |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04022 | Mohawk MFG. Supply Co | 82-1964( | CAMSHAF | EA | 58 | 82-19640- | 5 | 45.11 | 47.37 | 49.74 | 52.23 | 2,616.38 | 1,373.73 | 1,442.46 | 1,514.67 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-1965 | CAMSHAF | EA | 56 | 82-19651- | 5 | 45.90 | 48.20 | 50.61 | 53.15 | 2,570.40 | 1,349.60 | 1,417.08 | 1,488.20 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-2453( | KIT, KING F | EA | 28 | 6330169 | 5 | 155.69 | 163.48 | 171.66 | 180.25 | 4,359.32 | 2,288.72 | 2,403.24 | 2,523.50 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-2770( | SCREW, W | EA | 35 | 82-27706- | 5 | NO BID | NO BID | NO BID | NO BID | 1.00 | 1.00 | 1.00 | 1.00 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-3739( | SEAL, FRO | EA | 22 | TK-33-338 | 5 | 203.58 | 219.87 | 237.46 | 256.45 | 4,478.76 | 2,418.57 | 2,612.06 | 2,820.95 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-3980( | BOLT, REA | EA | 116 | 82-39803- | 5 | 22.87 | 24.02 | 25.23 | 26.50 | 2,652.92 | 1,393.16 | 1,463.34 | 1,537.00 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-4119( | AIR SPRIN( | EA | 132 | 82-60271- | 5 | 75.67 | 79.46 | 83.44 | 87.62 | 9,988.44 | 5,244.36 | 5,507.04 | 5,782.92 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-4553( | WIPER, INI | EA | 21 | 82-45533- | 14 | 11.63 | 12.22 | 12.84 | 13.49 | 244.23 | 128.31 | 134.82 | 141.65 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-5380( | BEARING, | EA | 26 | 82-53806- | 5 | 375.88 | 394.68 | 414.42 | 435.15 | 9,772.88 | 5,130.84 | 5,387.46 | 5,656.95 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-5830( | VALVE KIT, | EA | 1042 | MO-61993 | 5 | 30.21 | 31.73 | 33.32 | 34.99 | 31,478.82 | 16,531.33 | 17,359.72 | 18,229.79 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-6131( | SEAL, HYD | EA | 558 | 82-61314- | 5 | 7.07 | 7.43 | 7.81 | 8.21 | 3,945.06 | 2,072.97 | 2,178.99 | 2,290.59 |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-6863( | O-RING, H | EA | 142 | 82-68630- | 5 | 1.39 | 1.46 | 1.54 | 1.62 | 197.38 | 103.66 | 109.34 | 115.02 |
| 25 - 04022 | Mohawk MFG. Supply Co | BR38 | BEARING S | EA | 92 | TB-LM104 | 7 | 9.45 | 9.93 | 10.43 | 10.96 | 869.40 | 456.78 | 479.78 | 504.16 |
| 25 - 04022 | Mohawk MFG. Supply Co | C14721 | NUT, 10-32 | EA | 251 | 10539186 | 5 | 0.38 | 0.46 | 0.56 | 0.68 | 95.38 | 57.73 | 70.28 | 85.34 |
| 25 - 04022 | Mohawk MFG. Supply Co | CT200L | CLAMP, BF | EA | 111 | 97-6010-2 | 5 | 4.50 | 4.95 | 5.45 | 5.90 | 499.50 | 274.73 | 302.48 | 327.45 |
| 25 - 04022 | Mohawk MFG. Supply Co | CT250L | CLAMP, BF | EA | 399 | 97-6010-3 | 90 | 5.66 | 6.34 | 7.10 | 7.95 | 2,258.34 | 1,264.83 | 1,416.45 | 1,586.03 |
| 25 - 04022 | Mohawk MFG. Supply Co | CT300L | CLAMP, BF | EA | 936 | 97-6010-4 | 5 | 5.30 | 5.94 | 6.65 | 7.45 | 4,960.80 | 2,779.92 | 3,112.20 | 3,486.60 |
| 25 - 04022 | Mohawk MFG. Supply Co | CT9428 | CLAMP, C( | EA | 74 | BREEZE-C | 120 | 14.50 | 15.95 | 17.55 | 19.30 | 1,073.00 | 590.15 | 649.35 | 714.10 |
| 25 - 04022 | Mohawk MFG. Supply Co | EOTZ100 | GASKET, R | EA | 136 | EOTZ1001 | 7 | 18.98 | 22.60 | 25.45 | 27.10 | 2,581.28 | 1,536.80 | 1,730.60 | 1,842.80 |
| 25 - 04022 | Mohawk MFG. Supply Co | G109107 | HUMP HOS | EA | 405 | 9L-3-103 | 5 | 19.90 | 21.89 | 24.08 | 26.49 | 8,059.50 | 4,432.73 | 4,876.20 | 5,364.23 |
| 25 - 04022 | Mohawk MFG. Supply Co | GW1031 | NOZZLE, W | EA | 183 | 6993863 | 5 | 1.57 | 1.65 | 1.74 | 1.83 | 287.31 | 150.98 | 159.21 | 167.45 |
| 25 - 04022 | Mohawk MFG. Supply Co | K022105 | KIT, PURGI | EA | 140 | 6388624 | 5 | 65.20 | 71.70 | 78.89 | 86.78 | 9,128.00 | 5,019.00 | 5,522.30 | 6,074.60 |
| 25 - 04022 | Mohawk MFG. Supply Co | LTR0293 | BEARING, | EA | 132 | 907084 | 5 | 17.83 | 18.73 | 19.67 | 20.66 | 2,353.56 | 1,236.18 | 1,298.22 | 1,363.56 |
| 25 - 04022 | Mohawk MFG. Supply Co | RWL-A12 | SEAL, GRE | EA | 485 | 2025816 | 5 | 0.89 | 0.94 | 0.99 | 1.04 | 431.65 | 227.95 | 240.08 | 252.20 |
| 25 - 04022 | Mohawk MFG. Supply Co | T224 | CARTRIDG | EA | 70 | 6313239 | 5 | 47.65 | 50.04 | 52.55 | 55.18 | 3,335.50 | 1,751.40 | 1,839.25 | 1,931.30 |
| 25 - 04022 | Mohawk MFG. Supply Co | 51-1933( | FUSE, 150 | EA | 28 | 97-4402-2 | 5 | 2.98 | 3.13 | 3.29 | 3.46 | 83.44 | 43.82 | 46.06 | 48.44 |
| 25 - 04022 | Mohawk MFG. Supply Co | ATM5 | FUSE, 5 AN | EA | 59 | 5001669 | 5 | 0.13 | 0.14 | 0.15 | 0.16 | 7.67 | 4.13 | 4.43 | 4.72 |
| 25 - 04022 | Mohawk MFG. Supply Co | 85 | LAMP, 28V | PK | 27 | 97-4667-1 | 5 | 0.42 | 0.45 | 0.48 | 0.51 | 11.34 | 6.08 | 6.48 | 6.89 |
| 25 - 04022 | Mohawk MFG. Supply Co | 308 | BULB, TAIL | PK | 31 | 97-1208-3 | 5 | 0.86 | 0.91 | 0.96 | 1.01 | 26.66 | 14.11 | 14.88 | 15.66 |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04022 | Mohawk MFG. Supply Co | 1820 | LAMP, 28 \ | PK | 20 | 274019 | 14 | 0.73 | 0.77 | 0.81 | 0.86 | 14.60 | 7.70 | 8.10 | 8.60 | |
| 25 - 04022 | Mohawk MFG. Supply Co | 6E+06 | ELEMENT, | EA | 96 | 6458565 | 7 | 59.63 | 64.39 | 69.55 | 75.11 | 5,724.48 | 3,090.72 | 3,338.40 | 3,605.28 | |
| 25 - 04022 | Mohawk MFG. Supply Co | 6E+06 | ELEMENT, | EA | 80 | FLTGUARD | 5 | 32.86 | 36.15 | 39.77 | 43.74 | 2,628.80 | 1,446.00 | 1,590.80 | 1,749.60 | |
| 25 - 04022 | Mohawk MFG. Supply Co | 1E+07 | TOOL, PIN | EA | 70 | 99-9999-1 | 7 | 9.21 | 9.68 | 10.17 | 10.68 | 644.70 | 338.80 | 355.95 | 373.80 | |
| 25 - 04022 | Mohawk MFG. Supply Co | 3E+07 | FILTER KIT | EA | 60 | 29545785 | 5 | 24.25 | 25.47 | 26.75 | 28.09 | 1,455.00 | 764.10 | 802.50 | 842.70 | |
| 25 - 04022 | Mohawk MFG. Supply Co | 82-0889- | BOLT, PIV( | EA | 25 | 10539185 | 5 | 0.83 | 0.88 | 0.93 | 0.98 | 20.75 | 11.00 | 11.63 | 12.25 | |
| 25 - 04022 | Mohawk MFG. Supply Co | LF14009 | REPLACEN | EA | 2726 | FLTGUARD | 5 | 36.32 | 39.22 | 42.37 | 45.76 | 99,008.32 | 53,456.86 | 57,750.31 | 62,370.88 | |
| | | | | | | | | | | | | $518,123.28 | $277,740.92 | $297,898.51 | $319,607.08 | **$ 1,413,369.79** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Repetitive Inventory Parts (Muncie Transit Supply)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-04023 and associated disbursements with Muncie Transit Supply, with an estimated value of $2,700,000 over five (5) years.

**BACKGROUND:**
The Supply Chain department solicited competitive bids from multiple suppliers for our high-usage, repetitive purchased parts. Each quote was evaluated and the lowest-bid vendor selected who meets the current quality specifications or approved equal.

This vendor is to supply UTA through an Automatic Purchase Order process. As UTA maintenance consumes parts and inventory levels drop to the item's reorder point a Purchase Order is automatically generated and sent to the vendor. This process saves time for both the vendor and UTA by eliminating repetitively quoting the same part. This long-term agreement also helps to stabilize inventory levels, enhance parts availability, reduce lead times, and ensure consistent quality across the parts procured.

**DISCUSSION:**
The Supply Chain department desires to enter into a requirements contract with Muncie Transit Supply. UTA does not guarantee the purchase of any items and is not financially obligated to the vendor until a Purchase Order has been issued and received.

The term of the contract will be for two (2) years, plus three (3) 1-year options for extension. Pricing for each

part is fixed for the first two years, with subsequent option years' pricing being pre-established in Exhibit A.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Muncie Transit Supply |
| **Contract Number:** | 25-04023 |
| **Base Contract Effective Dates:** | January 1, 2026 - December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $2,700,000 |
| **Procurement Method:** | IFB |
| **Budget Authority:** | Approved 2026 Operating Budget |

**ALTERNATIVES:**

UTA will have to competitively bid the same item each time the item reaches its' reorder point, substantially increasing the workload on buyers.

**FISCAL IMPACT:**

Each Maintenance division parts budget will be charged when parts are issued to a work order.

- 2026 Contract Value: $466,000
- 2027 Contract Value: $466,000
- 2028 Contract Value: $530,700
- 2029 Contract Value: $587,500
- 2030 Contract Value: $649,800

Estimated Total Contract Value: $2,700,000

**ATTACHMENTS:**

- Contract: Repetitive Inventory Parts (Muncie Transit Supply)

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UTAH TRANSIT AUTHORITY

# GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04023MB
(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Muncie, a provider who specializes in inventory parts. (the "Contractor").

## RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, Muncie submitted a bid that UTA was deemed to be advantageous; and

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

## AGREEMENT

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

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

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described.

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a five - year period expiring December 2030. UTA may, at its sole election and

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in its sole discretion, extend the initial term for up to three one year options. For a total Contract period not to exceed Five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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

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a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    i. Contractor Name
    ii. Unique Invoice Number
    iii. PO Number

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iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

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

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties

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granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

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

12. **INSURANCE REQUIREMENTS**

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**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

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Employers' Liability

| | |
|---|---|
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and

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through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right

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to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for

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UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition. Contractor must maintain at least a B rating under the UpGuard Security Rating System (https://www.upguard.com/product/secuity-ratings)

20. **ASSIGNMENT OF CONTRACT**

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

21. **SUSPENSION OF WORK**

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

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

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS :** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

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

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pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

## 24. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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25. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

26. **PUBLIC INFORMATION.**

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

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Todd MIlls, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Maggie Ball or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4040.

29. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their

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tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

30. **NOTICES OR DEMANDS**

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

| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Muncie |
| ATTN: Maggie Ball | ATTN: Becky Huff |
| 669 West 200 South | |
| Salt Lake City, UT 84101 | |
| mball@rideuta.com | bhuff@abc-companies.com |

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

31. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager Todd Mills | Five calendar days |
| UTA's Procurement Supervisor Amanda Burton/Contractor's (Second Level) | Five calendar days |
| Muncie Account Manager Becky Huff | Five calendar days |

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

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

32. **GOVERNING LAW**

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

**33. COSTS AND ATTORNEY FEES**.

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

**34. SEVERABILITY**

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

**35. AMENDMENTS**

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

**36. FORCE MAJEURE**

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

**37. NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party,

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and no third-party beneficiary is intended or created by the execution of the Contract.

## 38. ENTIRE AGREEMENT

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

## 39. COUNTERPARTS

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

## 40. NONWAIVER

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

## 41. SALES TAX EXEMPT

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

## 42. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 43. SURVIVAL

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

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

**UTAH TRANSIT AUTHORITY:**

By_____

Financial Chief Officer

DocuSigned by:
By Mike Bell 11/10/2025
70E33A415BA44F6...
UTA Legal Counsel

Muncie

Signed by:
By Becky Huff 11/10/2025
7CC42D02738C478...

Name_____
Title_____

By_____
Name_____
Title_____

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Exhibit A

Price Sheet

These parts are awarded to Muncie under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to Muncie.

Please see attached PDF

| Contract N | Vendor | Part Number | Part Description | UOM | 24mo Usage | Quoted Part Number | Lead-Time in days | MOQ (If Applicable) | First Term Quoted Price | 1st option Year Quoted Price | 2nd Option Year Quoted Price | 3rd Option Year Quoted Price | First 2 years cost | 1st option year | 2nd option year | 3rd option year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 -04023 | Muncie Transit Supply | 000502 | LATCH, RU | EA | 32 | 502 | 28 | | 6.37 | 7.24 | 8.04 | 8.94 | 203.8644361 | 115.832066 | 128.7022955 | 143.0025506 |
| 25 -04023 | Muncie Transit Supply | 0961 | WHEEL, W | EA | 139 | 0960W | 30 | | 366.70 | 416.70 | 463.00 | 514.45 | 50970.89913 | 28960.73814 | 32178.59793 | 35753.9977 |
| 25 -04023 | Muncie Transit Supply | 5211 | LOCKNUT, | EA | 76 | 5211 | 30 | | 7.20 | 8.18 | 9.09 | 10.10 | 547.046114 | 310.8216557 | 345.3573952 | 383.7304391 |
| 25 -04023 | Muncie Transit Supply | 10167 | BLOWOFF | EA | 100 | 82-20430- | 21 | | 12.65 | 14.37 | 15.97 | 17.74 | 1264.522501 | 718.478694 | 798.30966 | 887.0107333 |
| 25 -04023 | Muncie Transit Supply | 10936 | BEARING, | EA | 767 | 2090730A | 65 | | 3.09 | 3.51 | 3.91 | 4.34 | 2372.164948 | 1347.820993 | 1497.578882 | 1663.976535 |
| 25 -04023 | Muncie Transit Supply | 20166 | BEARING, | EA | 86 | BR15101 | 37 | | 10.78 | 12.25 | 13.61 | 15.12 | 926.9998695 | 526.7044713 | 585.2271903 | 650.2524337 |
| 25 -04023 | Muncie Transit Supply | 21193 | BEARING, | EA | 92 | 387AS | 21 | | 15.14 | 16.95 | 18.65 | 20.52 | 1392.88 | 779.7 | 857.9 | 943.92 |
| 25 -04023 | Muncie Transit Supply | 28720 | WHEEL SE | EA | 84 | OB020133 | 65 | | 9.30 | 10.57 | 11.75 | 13.05 | 781.5737962 | 444.0760205 | 493.4178006 | 548.2420007 |
| 25 -04023 | Muncie Transit Supply | 30506 | BEARING, | EA | 92 | 382A | 119 | | 7.84 | 8.91 | 9.90 | 11.00 | 721.2790913 | 409.8176655 | 455.3529617 | 505.9477352 |
| 25 -04023 | Muncie Transit Supply | 90030 | SWTCH,EN | EA | 63 | 51-00100- | 45 | | 3.59 | 4.08 | 4.53 | 5.03 | 226.0863891 | 128.4581756 | 142.7313063 | 158.5903403 |
| 25 -04023 | Muncie Transit Supply | 1E+05 | MAGNET K | EA | 232 | 82-16158A | 15 | | 24.69 | 28.06 | 31.18 | 34.64 | 5728.748688 | 3254.970846 | 3616.634273 | 4018.482525 |
| 25 -04023 | Muncie Transit Supply | 1E+05 | CLAMP, V- | EA | 44 | 102408 | 21 | | 17.37 | 19.74 | 21.93 | 24.37 | 764.343478 | 434.286067 | 482.5400745 | 536.1556383 |
| 25 -04023 | Muncie Transit Supply | 1E+05 | KIT, DELIV | EA | 126 | 4191018 | 10 | | 15.91 | 17.98 | 19.77 | 21.74 | 2004.66 | 1132.74 | 1245.51 | 1369.62 |
| 25 -04023 | Muncie Transit Supply | 3E+05 | O-RING | EA | 26 | 6315893 | 7 | 50 | 5.07 | 5.78 | 6.35 | 7.00 | 131.82 | 75.14 | 82.55 | 91 |
| 25 -04023 | Muncie Transit Supply | 3E+05 | O-RING | EA | 33 | 330728 | 7 | 10 | 8.61 | 9.79 | 10.87 | 12.08 | 284.2228892 | 161.490278 | 179.4336422 | 199.3707135 |
| 25 -04023 | Muncie Transit Supply | 6E+05 | SUCTION S | EA | 24 | 618322 | 21 | | 230.96 | 265.60 | 292.16 | 321.38 | 5543.04 | 3187.2 | 3505.92 | 3856.56 |
| 25 -04023 | Muncie Transit Supply | 7E+05 | KIT, VALVE | EA | 26 | 82-09235- | 28 | | 33.27 | 37.80 | 42.01 | 46.67 | 864.9690722 | 491.4597001 | 546.0663334 | 606.7403705 |
| 25 -04023 | Muncie Transit Supply | 7E+05 | VALVE ASS | EA | 55 | 04-56627- | 30 | | 24.82 | 28.20 | 31.33 | 34.82 | 1364.899068 | 775.510834 | 861.6787044 | 957.4207827 |
| 25 -04023 | Muncie Transit Supply | 7E+05 | KIT, TRIAN | EA | 50 | 3R1552 | 90 | | 28.59 | 31.45 | 34.60 | 38.05 | 1429.5 | 786.25 | 865 | 951.25 |
| 25 -04023 | Muncie Transit Supply | 1E+06 | WIPER BLA | EA | 58 | 51-22 | 30 | 10 | 5.91 | 6.72 | 7.46 | 8.29 | 342.8683283 | 194.8115502 | 216.457278 | 240.5080867 |
| 25 -04023 | Muncie Transit Supply | 2E+06 | DRIVE, STA | EA | 30 | 4489Z | 45 | | 29.08 | 33.04 | 36.71 | 40.79 | 872.2760664 | 495.6114014 | 550.6793349 | 611.8659276 |
| 25 -04023 | Muncie Transit Supply | 2E+06 | DOWEL, A1 | EA | 2320 | 82-03450- | 90 | | 0.58 | 0.63 | 0.70 | 0.77 | 1345.6 | 730.8 | 812 | 893.2 |
| 25 -04023 | Muncie Transit Supply | 2E+06 | CLAMP KIT | EA | 176 | 8TA197 | 28 | | 2.00 | 2.27 | 2.53 | 2.81 | 352.09187 | 200.0521989 | 222.280221 | 246.9780233 |
| 25 -04023 | Muncie Transit Supply | 2E+06 | CLAMP KIT | EA | 49 | P206409 | 42 | | 3.17 | 3.60 | 4.00 | 4.45 | 155.3830093 | 88.28580072 | 98.09533413 | 108.9948157 |
| 25 -04023 | Muncie Transit Supply | 3E+06 | GASKET, A | EA | 64 | 2871452 | 42 | | 12.80 | 14.55 | 16.17 | 17.96 | 819.4639175 | 465.6044986 | 517.3383318 | 574.8203686 |
| 25 -04023 | Muncie Transit Supply | 3E+06 | GASKET, A | EA | 372 | 2880215 | 37 | | 6.98 | 7.93 | 8.81 | 9.79 | 2596.329897 | 1475.187441 | 1639.097157 | 1821.219063 |
| 25 -04023 | Muncie Transit Supply | 3E+06 | GASKET, H | EA | 127 | 54-59931- | 30 | | 2.82 | 3.20 | 3.56 | 3.95 | 357.9799034 | 203.3976724 | 225.9974138 | 251.1082375 |
| 25 -04023 | Muncie Transit Supply | 3E+06 | CLAMP, V I | EA | 27 | 3067979 | 21 | | 15.72 | 17.87 | 19.85 | 22.06 | 424.4845361 | 241.1843955 | 267.9826617 | 297.758513 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 -04023 | Muncie Transit Supply | 3E+06 | BELT, ALTE | EA | 25 | 82-18026- | 30 | | 26.37 | 29.97 | 33.30 | 37.00 | 659.2999568 | 374.6022482 | 416.2247202 | 462.4719113 |
| 25 -04023 | Muncie Transit Supply | 3E+06 | SEAL, WAT | EA | 36 | 3328740 | 20 | | 2.43 | 2.77 | 3.05 | 3.35 | 87.48 | 49.86 | 54.9 | 60.3 |
| 25 -04023 | Muncie Transit Supply | 4E+06 | TENSIONE | EA | 133 | 3973819 | 30 | | 50.41 | 57.28 | 63.65 | 70.72 | 6704.599049 | 3809.431278 | 4232.70142 | 4703.001578 |
| 25 -04023 | Muncie Transit Supply | 4E+06 | TENSIONE | EA | 31 | 3978023 | 30 | | 52.99 | 60.22 | 66.91 | 74.34 | 1642.680412 | 933.3411434 | 1037.045715 | 1152.273017 |
| 25 -04023 | Muncie Transit Supply | 4E+06 | SENSOR, T | EA | 20 | 4088712 | 30 | | 88.13 | 100.47 | 110.51 | 121.57 | 1762.6 | 1004.7 | 1105.1 | 1215.7 |
| 25 -04023 | Muncie Transit Supply | 4E+06 | KIT, HEAD | EA | 23 | 4089216 | 90 | | 3404.40 | 3881.01 | 4269.11 | 4696.02 | 78301.2 | 44631.615 | 49094.765 | 54004.23 |
| 25 -04023 | Muncie Transit Supply | 5E+06 | VENT PLUG | EA | 123 | 15C-2-34 | 37 | | 2.36 | 2.68 | 2.98 | 3.31 | 290.5259037 | 165.0715362 | 183.412818 | 203.79202 |
| 25 -04023 | Muncie Transit Supply | 5E+06 | SEAL, ISL A | EA | 52 | 6407567 | 30 | | 5.82 | 6.63 | 7.30 | 8.03 | 302.64 | 172.38 | 189.8 | 208.78 |
| 25 -04023 | Muncie Transit Supply | 5E+06 | EXTENSIOI | EA | 89 | 5265337 | 30 | | 110.16 | 124.48 | 136.93 | 150.62 | 9804.24 | 5539.36 | 6093.385 | 6702.59 |
| 25 -04023 | Muncie Transit Supply | 5E+06 | SENSOR, I | EA | 65 | 82-72178- | 84 | | 337.93 | 384.01 | 426.68 | 474.09 | 21965.30928 | 12480.28936 | 13866.98818 | 15407.76465 |
| 25 -04023 | Muncie Transit Supply | 5E+06 | SPARK PLU | EA | 640 | 5473009 | 30 | | 47.96 | 54.20 | 59.62 | 65.58 | 30694.4 | 17344 | 19078.4 | 20985.6 |
| 25 -04023 | Muncie Transit Supply | 7E+06 | CAP, RADI | EA | 415 | 01-57571- | 45 | | 3.21 | 3.65 | 4.05 | 4.50 | 1332.245857 | 756.9578731 | 841.0643035 | 934.5158928 |
| 25 -04023 | Muncie Transit Supply | 082012 | GASKET, T | EA | 38 | 8201277 | 30 | | 19.60 | 22.15 | 24.36 | 26.80 | 744.8 | 420.85 | 462.84 | 509.2 |
| 25 -04023 | Muncie Transit Supply | 1E+07 | SPACER, V | EA | 32 | 10772493 | 64 | | 8.82 | 10.02 | 11.13 | 12.37 | 282.0914871 | 160.2792541 | 178.0880601 | 197.8756223 |
| 25 -04023 | Muncie Transit Supply | 2E+07 | CLAMP, H | EA | 165 | 941HJ033 | 63 | | 12.32 | 14.00 | 15.55 | 17.28 | 2032.624299 | 1154.90017 | 1283.222411 | 1425.802679 |
| 25 -04023 | Muncie Transit Supply | 1E+10 | FILTER MIN | EA | 91 | 10705507 | 63 | | 10.62 | 12.07 | 13.41 | 14.90 | 966.2324835 | 548.9957293 | 609.9952547 | 677.7725053 |
| 25 -04023 | Muncie Transit Supply | 01-539 | GLASS ASS | EA | 132 | 01-53904N | 30 | | 6.72 | 7.63 | 8.48 | 9.42 | 886.5732453 | 503.7347984 | 559.7053316 | 621.8948129 |
| 25 -04023 | Muncie Transit Supply | 01-584 | CLAMP, GI | EA | 25 | 01-58454- | 30 | | 15.85 | 18.01 | 20.02 | 22.24 | 396.3207605 | 225.1822503 | 250.2025003 | 278.0027782 |
| 25 -04023 | Muncie Transit Supply | 01-653 | CLAMP, DI | EA | 142 | 01-65361- | 14 | | 23.90 | 27.01 | 29.71 | 32.68 | 3393.8 | 1917.71 | 2109.41 | 2320.28 |
| 25 -04023 | Muncie Transit Supply | 01-688 | TENSIONE | EA | 69 | 01-68812- | 42 | | 253.76 | 286.75 | 315.42 | 346.97 | 17509.44 | 9892.875 | 10881.99 | 11970.465 |
| 25 -04023 | Muncie Transit Supply | 0450W | SPACER, C | EA | 33 | 0450W | 30 | | 2.61 | 2.97 | 3.30 | 3.66 | 86.12814824 | 48.93644787 | 54.37383096 | 60.41536774 |
| 25 -04023 | Muncie Transit Supply | 04-644 | AIR DRYER | EA | 38 | 04-64456- | 47 | | 861.37 | 978.83 | 1087.59 | 1208.44 | 32732.21804 | 18597.85116 | 20664.27906 | 22960.31007 |
| 25 -04023 | Muncie Transit Supply | 08-562 | TORQUE R | EA | 87 | 08-56201- | 30 | | 341.69 | 388.28 | 431.42 | 479.36 | 29726.83499 | 16890.24715 | 18766.94128 | 20852.15698 |
| 25 -04023 | Muncie Transit Supply | 08-668 | SPRING, A | EA | 34 | 08-66892- | 30 | | 89.84 | 102.09 | 113.43 | 126.03 | 3054.391753 | 1735.449859 | 1928.277622 | 2142.530691 |
| 25 -04023 | Muncie Transit Supply | 088308 | CLAMP, A/ | EA | 58 | 08830800 | 71 | | 3.82 | 4.34 | 4.83 | 5.36 | 221.766932 | 126.0039386 | 140.0043763 | 155.5604181 |
| 25 -04023 | Muncie Transit Supply | 1005B | BALL JOIN | EA | 151 | 1005B | 30 | | 66.55 | 75.63 | 84.03 | 93.37 | 10049.58893 | 5709.993712 | 6344.437458 | 7049.374954 |
| 25 -04023 | Muncie Transit Supply | 13-460 | LAMP ASS | EA | 292 | 13-46071- | 30 | | 26.46 | 29.86 | 33.18 | 36.87 | 7726.32 | 4359.817245 | 4844.241383 | 5382.490425 |
| 25 -04023 | Muncie Transit Supply | 13-568 | TAIL LIGHT | EA | 217 | 13-56812- | 20 | | 2.98 | 3.39 | 3.76 | 4.18 | 646.5257732 | 367.3441893 | 408.1602104 | 453.5113448 |
| 25 -04023 | Muncie Transit Supply | 13-610 | LAMP ASS | EA | 327 | 13-61061- | 30 | | 88.24 | 99.71 | 109.68 | 120.65 | 28854.48 | 16302.585 | 17932.68 | 19726.275 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 -04023 | Muncie Transit Supply | 1392AL | COMPLETE | EA | 57 | 1392AL9 | 30 | | 263.60 | 299.55 | 332.83 | 369.82 | 15025.44695 | 8537.185769 | 9485.761965 | 10539.73552 |
| 25 -04023 | Muncie Transit Supply | 1392AR | CHAIN WH | EA | 58 | 1392AR9 | 30 | | 261.74 | 297.44 | 330.49 | 367.21 | 15181.18402 | 8625.672741 | 9584.080823 | 10648.97869 |
| 25 -04023 | Muncie Transit Supply | 15K17 | PLATE, WH | EA | 113 | 15K17 | 30 | | 3.41 | 3.87 | 4.30 | 4.78 | 385.0608062 | 218.784549 | 243.0939433 | 270.1043815 |
| 25 -04023 | Muncie Transit Supply | 18-478 | PUMP, WI | EA | 30 | 18-47825N | 30 | | 46.94 | 53.34 | 59.27 | 65.85 | 1408.235076 | 800.133566 | 889.0372956 | 987.8192173 |
| 25 -04023 | Muncie Transit Supply | 1L2Z86 | PULLEY, 6 | EA | 104 | 1L2Z8678A | 30 | | 17.51 | 19.78 | 21.76 | 23.94 | 1821.04 | 1028.56 | 1131.52 | 1244.88 |
| 25 -04023 | Muncie Transit Supply | 20-557 | DIPSTICK, | EA | 75 | 20-55746- | 80 | | 14.20 | 16.13 | 17.93 | 19.92 | 1064.880548 | 605.045766 | 672.2730733 | 746.9700815 |
| 25 -04023 | Muncie Transit Supply | 392013 | STUD, REA | EA | 489 | 392013S43 | 30 | | 5.17 | 5.88 | 6.53 | 7.26 | 2529.674671 | 1437.315154 | 1597.016838 | 1774.463153 |
| 25 -04023 | Muncie Transit Supply | 51-021 | SWITCH, F | EA | 126 | 5955554 | 21 | | 4.67 | 5.30 | 5.89 | 6.55 | 588.0362985 | 334.1115333 | 371.235037 | 412.4833744 |
| 25 -04023 | Muncie Transit Supply | 51-093 | REFLECTO | EA | 146 | 51-09325- | 10 | | 1.65 | 1.87 | 2.08 | 2.31 | 240.8247423 | 136.8322399 | 152.0358221 | 168.9286913 |
| 25 -04023 | Muncie Transit Supply | 51-120 | ALARM | EA | 66 | 51-12096- | 65 | | 47.02 | 53.43 | 59.36 | 65.96 | 3103.006358 | 1763.071795 | 1958.968661 | 2176.631845 |
| 25 -04023 | Muncie Transit Supply | 51-135 | BOOT, TO | EA | 83 | N50154 | 30 | | 2.65 | 3.01 | 3.34 | 3.72 | 219.8747227 | 124.9288197 | 138.8097997 | 154.2331108 |
| 25 -04023 | Muncie Transit Supply | 51-229 | SWITCH, P | EA | 21 | 8040257 | 30 | | 44.48 | 50.26 | 55.29 | 60.82 | 934.08 | 527.73 | 580.545 | 638.61 |
| 25 -04023 | Muncie Transit Supply | 51-293 | CONNECT | EA | 36 | 51-29355- | 20 | | 13.73 | 15.60 | 17.33 | 19.26 | 494.2527317 | 280.8254157 | 312.0282397 | 346.6980441 |
| 25 -04023 | Muncie Transit Supply | 51-293 | CONN,ELE | EA | 26 | 51-29355- | 30 | | 12.34 | 14.02 | 15.58 | 17.31 | 320.8453608 | 182.2985005 | 202.5538894 | 225.0598771 |
| 25 -04023 | Muncie Transit Supply | 51-550 | FAN, DASH | EA | 131 | 51-55046- | 84 | | 96.34 | 108.86 | 119.75 | 131.73 | 12620.54 | 7130.33 | 7843.625 | 8628.315 |
| 25 -04023 | Muncie Transit Supply | 51-672 | REGULAT | EA | 20 | 51-67219- | 45 | | 209.69 | 238.29 | 264.76 | 294.18 | 4193.839126 | 2382.86314 | 2647.625711 | 2941.806345 |
| 25 -04023 | Muncie Transit Supply | 53-022 | SPRING, G | EA | 63 | 53-02231- | 30 | | 13.35 | 15.17 | 16.86 | 18.73 | 841.0824742 | 477.8877694 | 530.9864105 | 589.9849006 |
| 25 -04023 | Muncie Transit Supply | 53-208 | VALVE, CO | EA | 514 | 53-20873- | 50 | | 10.15 | 11.54 | 12.82 | 14.24 | 5219.008581 | 2965.345785 | 3294.828649 | 3660.920722 |
| 25 -04023 | Muncie Transit Supply | 53-239 | PROTECTO | EA | 411 | 53-23959- | 64 | | 8.82 | 10.02 | 11.13 | 12.37 | 3623.112538 | 2058.586669 | 2287.318521 | 2541.465024 |
| 25 -04023 | Muncie Transit Supply | 53-247 | BELT, WAT | EA | 408 | 53-24727- | 30 | | 18.33 | 20.71 | 22.99 | 25.30 | 7478.64 | 4224.84 | 4689.96 | 5161.2 |
| 25 -04023 | Muncie Transit Supply | 53-247 | BELT, ALT | EA | 30 | 53-24727- | 35 | | 38.70 | 43.73 | 48.11 | 53.87 | 1161 | 655.95 | 721.65 | 808.05 |
| 25 -04023 | Muncie Transit Supply | 53-276 | HOSE, ISL | EA | 30 | 53-27653- | 84 | | 32.33 | 36.54 | 40.55 | 44.70 | 969.9 | 548.1 | 608.25 | 670.5 |
| 25 -04023 | Muncie Transit Supply | 53-280 | MOUNT, R | EA | 128 | 55-02352- | 49 | 10 | 7.90 | 8.97 | 9.97 | 11.08 | 1010.570273 | 574.187655 | 637.9862833 | 708.8736481 |
| 25 -04023 | Muncie Transit Supply | 54-000 | CLAMP, 4" | EA | 28 | 54-00029- | 28 | | 2.35 | 2.67 | 2.97 | 3.30 | 65.80712515 | 37.39041202 | 41.54490224 | 46.16100249 |
| 25 -04023 | Muncie Transit Supply | 54-187 | DOOR HA | EA | 36 | 54-18740- | 30 | | 12.57 | 14.28 | 15.87 | 17.63 | 452.4123711 | 257.0524836 | 285.6138707 | 317.3487452 |
| 25 -04023 | Muncie Transit Supply | 5420W | WHEEL CO | EA | 47 | 5420W | 30 | | 16.96 | 19.28 | 21.42 | 23.80 | 797.3378572 | 453.0328734 | 503.3698594 | 559.2998437 |
| 25 -04023 | Muncie Transit Supply | 56-091 | HOSE, HU | EA | 168 | 56-09125- | 60 | | 15.14 | 17.20 | 19.11 | 21.24 | 2542.971788 | 1444.870334 | 1605.411483 | 1783.790536 |
| 25 -04023 | Muncie Transit Supply | 56-188 | HOSE, HU | EA | 119 | 56-18875- | 60 | | 16.12 | 18.32 | 20.36 | 22.62 | 1918.809803 | 1090.232843 | 1211.369825 | 1345.966472 |
| 25 -04023 | Muncie Transit Supply | 7L3Z85 | WATER PU | EA | 52 | 7L3Z8501A | 30 | | 164.70 | 181.17 | 199.29 | 219.22 | 8564.4 | 4710.42 | 5181.54 | 5699.72 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 -04023 | Muncie Transit Supply | 82-196- | TUBE ASSY | EA | 60 | 82-19644- | 84 | | 248.19 | 280.46 | 311.31 | 345.56 | 14891.4 | 8413.8 | 9339.3 | 10366.8 |
| 25 -04023 | Muncie Transit Supply | 82-205 | VALVE ASS | EA | 34 | 82-20597- | 51 | | 228.61 | 259.78 | 288.64 | 320.72 | 7772.62794 | 4416.265875 | 4906.962083 | 5452.180093 |
| 25 -04023 | Muncie Transit Supply | 82-209 | PIN, SIDE I | EA | 476 | 82-20935- | 112 | 25 | 62.30 | 70.80 | 78.66 | 87.40 | 29654.86758 | 16849.35658 | 18721.50731 | 20801.67479 |
| 25 -04023 | Muncie Transit Supply | 82-306 | NOZZLE, 3 | EA | 21 | 82-30603- | 30 | | 72.23 | 82.08 | 91.20 | 101.33 | 1516.760294 | 861.7956215 | 957.5506906 | 1063.945212 |
| 25 -04023 | Muncie Transit Supply | 82-345 | LOOP. OU | EA | 23 | 82-34504- | 30 | | 110.15 | 125.18 | 139.08 | 154.54 | 2533.5638 | 1439.524886 | 1599.472096 | 1777.191218 |
| 25 -04023 | Muncie Transit Supply | 82-367 | CAP, FUEL | EA | 52 | 82-36739- | 30 | | 132.94 | 150.22 | 165.25 | 181.77 | 6912.88 | 3905.72 | 4296.5 | 4726.02 |
| 25 -04023 | Muncie Transit Supply | 82-398 | NUT, LUG | EA | 95 | 82-39882- | 14 | 10 | 3.26 | 3.68 | 4.05 | 4.46 | 309.7 | 174.8 | 192.375 | 211.85 |
| 25 -04023 | Muncie Transit Supply | 82-476 | HARNESS, | EA | 20 | 82-47683- | 30 | | 132.51 | 150.57 | 167.30 | 185.89 | 2650.103093 | 1505.740394 | 1673.044882 | 1858.938758 |
| 25 -04023 | Muncie Transit Supply | 82-483 | CYLINDER | EA | 36 | 82-48364- | 30 | | 6.70 | 7.61 | 8.46 | 9.40 | 241.2371134 | 137.0665417 | 152.2961575 | 169.2179527 |
| 25 -04023 | Muncie Transit Supply | 82-511 | JOINT, AN | EA | 55 | 82-51164- | 30 | | 66.12 | 75.13 | 83.48 | 92.75 | 3636.335576 | 2066.099759 | 2295.666399 | 2550.740444 |
| 25 -04023 | Muncie Transit Supply | 82-521 | FILTER ASS | EA | 297 | 82-52127- | 65 | | 19.47 | 22.13 | 24.59 | 27.32 | 5783.845361 | 3286.275773 | 3651.417526 | 4057.130584 |
| 25 -04023 | Muncie Transit Supply | 82-521 | WASHER | EA | 30 | 82-52139- | 30 | | 1.72 | 1.94 | 2.14 | 2.35 | 51.6 | 29.1 | 32.1 | 35.25 |
| 25 -04023 | Muncie Transit Supply | 82-583 | MID-SECTI | EA | 30 | 82-58305- | 37 | | 202.26 | 229.84 | 255.38 | 283.75 | 6067.728044 | 3447.572752 | 3830.636391 | 4256.262657 |
| 25 -04023 | Muncie Transit Supply | 82-670 | CAP ASSY, | EA | 75 | 82-67099- | 30 | | 75.27 | 85.53 | 95.04 | 105.59 | 5645.103093 | 3207.444939 | 3563.82771 | 3959.808567 |
| 25 -04023 | Muncie Transit Supply | 82-707 | RADIATOR | EA | 44 | 82-70767- | 30 | | 2467.26 | 2788.00 | 3066.90 | 3373.50 | 108559.44 | 61336 | 67471.8 | 74217 |
| 25 -04023 | Muncie Transit Supply | 82-708 | SPRING, A | EA | 464 | 82-70854- | 84 | | 157.21 | 178.64 | 198.49 | 220.55 | 72943.6701 | 41445.2671 | 46050.29678 | 51166.99642 |
| 25 -04023 | Muncie Transit Supply | 82-771 | CHAMBER | EA | 42 | MJB2430E | 14 | | 864.44 | 982.31 | 1091.46 | 1212.73 | 36306.3152 | 20628.58818 | 22920.65354 | 25467.39282 |
| 25 -04023 | Muncie Transit Supply | 83-003 | PROHEAT | EA | 38 | PK3010 | 30 | | 42.60 | 48.40 | 53.78 | 59.76 | 1618.618433 | 919.6695643 | 1021.855071 | 1135.394524 |
| 25 -04023 | Muncie Transit Supply | 841700 | BLADES, W | EA | 33 | C1140220 | 15 | | 3.17 | 3.60 | 4.00 | 4.45 | 104.6457001 | 59.45778416 | 66.06420462 | 73.4046718 |
| 25 -04023 | Muncie Transit Supply | 860A | MTG BRAC | EA | 47 | 18-42115- | 21 | | 34.98 | 39.75 | 44.16 | 49.07 | 1643.940984 | 934.0573773 | 1037.84153 | 1153.157256 |
| 25 -04023 | Muncie Transit Supply | 8C2Z18 | SHOCK AB | EA | 23 | 8C2Z1812 | 30 | | 86.32 | 98.10 | 108.99 | 121.11 | 1985.449563 | 1128.096343 | 1253.440381 | 1392.711534 |
| 25 -04023 | Muncie Transit Supply | 8C2Z26 | BRAKE SH | EA | 32 | 8C2Z2648 | 30 | | 104.81 | 118.44 | 131.46 | 145.93 | 3353.92 | 1895.04 | 2103.36 | 2334.88 |
| 25 -04023 | Muncie Transit Supply | 8C3Z1A | NUT, REAR | EA | 51 | 8C3Z1A12 | 30 | | 52.08 | 58.85 | 65.33 | 72.51 | 2656.08 | 1500.675 | 1665.915 | 1849.005 |
| 25 -04023 | Muncie Transit Supply | 93008B | PUMP, CO | EA | 21 | 93008B | 30 | | 245.32 | 278.77 | 309.75 | 344.17 | 5151.755187 | 2927.133629 | 3252.370699 | 3613.745221 |
| 25 -04023 | Muncie Transit Supply | 953420 | FILTER, PR | EA | 94 | 82-20483- | 30 | | 32.36 | 36.77 | 40.86 | 45.40 | 3041.917526 | 1728.362231 | 1920.402478 | 2133.780532 |
| 25 -04023 | Muncie Transit Supply | AL3Z63 | BILT, FLEX | EA | 28 | AL3Z63791 | 30 | | 5.98 | 6.79 | 7.55 | 8.38 | 167.349602 | 95.08500113 | 105.6500013 | 117.3888903 |
| 25 -04023 | Muncie Transit Supply | BC2Z2( | KIT, REAR | EA | 367 | BC2Z2C15 | 30 | | 26.26 | 29.68 | 32.94 | 36.23 | 9637.42 | 5446.28 | 6044.49 | 6648.205 |
| 25 -04023 | Muncie Transit Supply | CT175L | CLAMP, BF | EA | 65 | 82-23109- | 30 | | 3.60 | 4.09 | 4.54 | 5.05 | 233.8659794 | 132.8783974 | 147.6426638 | 164.0474042 |
| 25 -04023 | Muncie Transit Supply | E9TZ54 | INSULATO | EA | 27 | E9TZ54930 | 30 | | 7.88 | 8.96 | 9.95 | 11.06 | 212.8148245 | 120.9175139 | 134.3527932 | 149.2808814 |

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 -04023 | Muncie Transit Supply | EOAZ2 | WASHER, | EA | 190 | EOAZ2149 | 30 | | 2.40 | 2.71 | 3.01 | 3.31 | 456 | 257.45 | 285.95 | 314.45 | |
| 25 -04023 | Muncie Transit Supply | F104 | VALVE, OIL | EA | 57 | 53-36256- | 30 | | 28.76 | 32.49 | 35.75 | 39.33 | 1639.32 | 925.965 | 1018.875 | 1120.905 | |
| 25 -04023 | Muncie Transit Supply | FOAZ81 | DRAIN CO | EA | 65 | FOAZ8115 | 30 | | 10.78 | 12.25 | 13.61 | 15.12 | 700.5988024 | 398.0675014 | 442.2972237 | 491.4413597 | |
| 25 -04023 | Muncie Transit Supply | KM535 | HOSE, UPI | EA | 21 | GC2Z8260 | 30 | | 35.20 | 40.00 | 44.44 | 49.38 | 739.1937774 | 419.9964644 | 466.6627383 | 518.5141536 | |
| 25 -04023 | Muncie Transit Supply | L144H/ | BOLT, BRA | BX | 27 | L144H | 21 | | 69.88 | 78.96 | 86.85 | 95.54 | 1886.76 | 1065.96 | 1172.475 | 1289.79 | |
| 25 -04023 | Muncie Transit Supply | LC3Z94 | GASKET, IN | EA | 24 | LC3Z9439 | 30 | | 3.40 | 3.84 | 4.26 | 4.74 | 81.6 | 46.08 | 51.12 | 56.88 | |
| 25 -04023 | Muncie Transit Supply | MCK11 | REPAIR KIT | EA | 73 | 83-00916- | 113 | | 36.41 | 41.15 | 45.26 | 49.78 | 2657.93 | 1501.975 | 1651.99 | 1816.97 | |
| 25 -04023 | Muncie Transit Supply | MM840 | BLOWER M | EA | 38 | MM840 | 30 | | 66.37 | 75.43 | 83.81 | 93.12 | 2522.229767 | 1433.085095 | 1592.316772 | 1769.240858 | |
| 25 -04023 | Muncie Transit Supply | N5081( | CAP, DUST | EA | 405 | N5081000 | 21 | | 3.35 | 3.79 | 4.17 | 4.58 | 1356.75 | 767.475 | 844.425 | 927.45 | |
| 25 -04023 | Muncie Transit Supply | W7039 | EXHAUST I | EA | 195 | W703902S | 30 | | 3.55 | 4.01 | 4.41 | 4.85 | 692.25 | 390.975 | 429.975 | 472.875 | |
| 25 -04023 | Muncie Transit Supply | W7148 | NUT, EXHA | EA | 41 | W714870S | 30 | | 1.03 | 1.17 | 1.30 | 1.45 | 42.26804124 | 24.01593252 | 26.68436947 | 29.64929941 | |
| 25 -04023 | Muncie Transit Supply | 82-242 | CAP, MIRI | EA | 62 | 82-24247- | 30 | | 2.94 | 3.34 | 3.71 | 4.12 | 182.1649485 | 103.5028116 | 115.003124 | 127.7812489 | |
| 25 -04023 | Muncie Transit Supply | 82-437 | MIRROR, | EA | 218 | 82-43756- | 30 | | 33.23 | 37.76 | 41.95 | 46.61 | 7243.443299 | 4115.592784 | 4572.880871 | 5080.978745 | |
| 25 -04023 | Muncie Transit Supply | 721258 | FABRIC, RI | EA | 175 | 7212583C | 30 | | 310.67 | 353.04 | 392.26 | 435.85 | 54367.86221 | 30890.8308 | 34323.14534 | 38136.82815 | |
| 25 -04023 | Muncie Transit Supply | 6E+06 | DIESEL EX | EA | 44 | 5579176 | 120 | | 94.12 | 106.96 | 118.84 | 132.05 | 4141.443299 | 2353.092784 | 2614.547537 | 2905.052819 | |
| 25 -04023 | Muncie Transit Supply | 6E+06 | FILT, AUX ( | EA | 39 | P1101A | 30 | | 5.60 | 6.32 | 6.96 | 7.65 | 218.4 | 123.24 | 135.72 | 149.175 | |
| 25 -04023 | Muncie Transit Supply | 6E+06 | ELEMENT, | EA | 25 | 82-79258- | 30 | | 10.35 | 11.69 | 12.86 | 14.16 | 258.75 | 146.125 | 160.75 | 177 | |
| 25 -04023 | Muncie Transit Supply | 2E+07 | BULB, HEA | EA | 25 | 9006LL | 30 | | 2.64 | 2.98 | 3.31 | 3.64 | 66 | 37.25 | 41.375 | 45.5 | |
| 25 -04023 | Muncie Transit Supply | 2E+07 | FILTER, AIF | EA | 40 | 22909882 | 30 | | 21.27 | 24.04 | 26.68 | 29.34 | 850.8 | 480.8 | 533.6 | 586.8 | |
| 25 -04023 | Muncie Transit Supply | 01-717 | FILTER, AIF | EA | 605 | 01-71711- | 30 | | 46.82 | 52.90 | 58.73 | 64.60 | 28326.1 | 16002.25 | 17765.825 | 19541.5 | |
| 25 -04023 | Muncie Transit Supply | 395B2M | MIRROR, F | EA | 77 | 395B2MLR | 30 | | 57.82 | 65.71 | 73.01 | 81.12 | 4452.505155 | 2529.832474 | 2810.924971 | 3123.249968 | |
| 25 -04023 | Muncie Transit Supply | 5C3Z13 | BULB, HEA | EA | 413 | H13 | 30 | | 6.52 | 7.41 | 8.24 | 9.15 | 2694.767063 | 1531.117649 | 1701.241832 | 1890.268703 | |
| 25 -04023 | Muncie Transit Supply | 82-806 | DOVETAIL | EA | 20 | X435RSAS | 30 | | 416.05 | 472.79 | 525.32 | 583.69 | 8321.030928 | 4727.858482 | 5253.176091 | 5836.862323 | |
| | | | | | | | | | | | | | Total | $ 931,606.35 | $ 528,284.99 | $ 584,860.87 | $ 647,208.22 | **$ 2,691,960.43** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Repetitive Inventory Parts (Neopart Transit)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute Contract 25-04024 and associated disbursements with Neopart Transit, with an estimated value of $386,500 over five (5) years.

**BACKGROUND:**
The Supply Chain department solicited competitive bids from multiple suppliers for our high-usage, repetitive purchased parts. Each quote was evaluated and the lowest-bid vendor selected who meets the current quality specifications or approved equal.

This vendor is to supply UTA through an Automatic Purchase Order process. As UTA maintenance consumes parts and inventory levels drop to the item's reorder point a Purchase Order is automatically generated and sent to the vendor. This process saves time for both the vendor and UTA by eliminating repetitively quoting the same part. This long-term agreement also helps to stabilize inventory levels, enhance parts availability, reduce lead times, and ensure consistent quality across the parts procured.

**DISCUSSION:**
The Supply Chain department desires to enter into a requirements contract with Neopart Transit.

UTA does not guarantee the purchase of any items and is not financially obligated to the vendor until a Purchase Order has been issued and received. The term of the contract will be for two (2) years, plus three (3) 1-year options for extension.

Pricing for each part is fixed for the first two years, with subsequent option years' pricing being pre-established in Exhibit A.

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Neopart Transit |
| **Contract Number:** | 25-04024 |
| **Base Contract Effective Dates:** | January 1, 2026 - December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $386,500 |
| **Procurement Method:** | IFB |
| **Budget Authority:** | Approved 2026 Operating Budget |

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**ALTERNATIVES:**

UTA will have to competitively bid the same item each time the item reaches its' reorder point, substantially increasing the workload on buyers.

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**FISCAL IMPACT:**

Each Maintenance division parts budget will be charged when parts are issued to a work order.

- 2026 Contract Value: $71,800
- 2027 Contract Value: $71,800
- 2028 Contract Value: $76,000
- 2029 Contract Value: $80,800
- 2030 Contract Value: $86,100

Total Estimated Contract Value: $386,500

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**ATTACHMENTS:**

- Contract: Repetitive Inventory Parts (Neopart Transit)

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UTAH TRANSIT AUTHORITY

# GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04024MB
(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Neopart Transit, a provider who specializes in inventory parts. (the "Contractor").

## RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, Neopart Transit submitted a bid that UTA was deemed to be advantageous; and

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

## AGREEMENT

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

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

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described.

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order

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method) during a five - year period expiring December 2030. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three one year options. For a total Contract period not to exceed Five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number

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iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

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

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to

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the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

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

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12. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

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Employers' Liability

| | |
|---|---|
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

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

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

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c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of

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Standards and Technology (NIST) cybersecurity framework. In addition. Contractor must maintain at least a B rating under the UpGuard Security Rating System (https://www.upguard.com/product/secuity-ratings)

20. **ASSIGNMENT OF CONTRACT**

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

21. **SUSPENSION OF WORK**

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the

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Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS :** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii)

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other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

## 24. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

## 25. FINDINGS CONFIDENTIAL

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

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

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mitigation of the breach for review and approval by UTA.

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

26. **PUBLIC INFORMATION.**

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

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Todd MIlls, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Maggie Ball or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4040.

29. **CONFLICT OF INTEREST**

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

30. **NOTICES OR DEMANDS**

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

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| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Neopart Transit |
| ATTN: Maggie Ball | ATTN: Ben Barley |
| 669 West 200 South | |
| Salt Lake City, UT 84101 | |
| mball@rideuta.com | bbarley@neopart.com |

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

31. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager Todd Mills | Five calendar days |
| UTA's Procurement Supervisor Amanda Burton/Contractor's (Second Level) | Five calendar days |
| Neopart Transit Account Manager Ben Barley | Five calendar days |

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

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

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32. **GOVERNING LAW**

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

**33. COSTS AND ATTORNEY FEES**.

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

**34. SEVERABILITY**

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

**35. AMENDMENTS**

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

**36. FORCE MAJEURE**

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

**37. NO THIRD-PARTY BENEFICIARIES**

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

**38. ENTIRE AGREEMENT**

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

**39. COUNTERPARTS**

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

## 40. NONWAIVER

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

## 41. SALES TAX EXEMPT

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

## 42. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 43. SURVIVAL

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

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

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**UTAH TRANSIT AUTHORITY:**

By_____

Financial Chief Officer

By DocuSigned by: Mike Bell 70E33A415BA44F6... 11/10/2025

UTA Legal Counsel

Neopart Transit

By Signed by: Ben Barley B6115F3E6F0646F... 11/10/2025

Name_____

Title_____

By_____

Name_____

Title_____

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Exhibit A

Price Sheet

These parts are awarded to Neopart Transit under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to Neopart Transit.

Please see attached PDF

| Contract N | Vendor | Part Number | Part Description | UOM | 24mo Usage | Quoted Part Number | Lead-Time in days | MOQ (If Applicable) | First Term Quoted Price | 1st option Year Quoted Price | 2nd Option Year Quoted Price | 3rd Option Year Quoted Price | First 2 years cost | 1st option year | 2nd option year | 3rd option year | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25-04024 | Neopart Transit | 14198 | SENSOR, M | EA | 121 | 14198 | 30 | | $ 133.23 | $ 138.55 | $ 148.25 | $ 160.11 | $ 16,120.23 | $ 8,382.57 | $ 8,968.91 | $ 9,686.87 | |
| 25-04024 | Neopart Transit | 19667 | BATTERY PA | EA | 20 | 19667 | 30 | | $ 172.85 | $ 179.76 | $ 194.14 | $ 209.68 | $ 3,456.90 | $ 1,797.57 | $ 1,941.44 | $ 2,096.75 | |
| 25-04024 | Neopart Transit | 22579 | ACTUATOR | EA | 49 | 22579 | 30 | | $ 234.62 | $ 244.01 | $ 258.64 | $ 274.16 | $ 11,496.23 | $ 5,978.16 | $ 6,336.75 | $ 6,717.02 | |
| 25-04024 | Neopart Transit | 1530240 | BEARING, S | EA | 48 | 153-0240 | 20 | | $ 8.23 | $ 8.89 | $ 9.42 | $ 9.98 | $ 394.99 | $ 213.25 | $ 226.00 | $ 239.50 | |
| 25-04024 | Neopart Transit | 1622051 | EXTENSION | EA | 25 | 162-2051 | 20 | | $ 1.74 | $ 1.87 | $ 1.99 | $ 2.10 | $ 43.49 | $ 23.44 | $ 24.87 | $ 26.30 | |
| 25-04024 | Neopart Transit | 3130165 | SOLENOID | EA | 23 | 313-0165 | 20 | | $ 356.97 | $ 378.38 | $ 401.09 | $ 425.15 | $ 8,210.30 | $ 4,351.41 | $ 4,612.49 | $ 4,889.25 | |
| 25-04024 | Neopart Transit | 3130291 | SOLENOID | EA | 33 | 313-0291 | 20 | | $ 212.72 | $ 229.74 | $ 243.52 | $ 258.13 | $ 7,019.81 | $ 3,790.64 | $ 4,018.01 | $ 4,259.11 | |
| 25-04024 | Neopart Transit | 3595990 | VENT PLUG | EA | 367 | 359-5990 | 30 | 25 | $ 3.43 | $ 3.64 | $ 3.84 | $ 4.08 | $ 1,257.71 | $ 667.08 | $ 705.31 | $ 749.27 | |
| 25-04024 | Neopart Transit | 3710369 | CONTROL I | EA | 30 | 371-0369 | 20 | | ####### | ####### | ####### | ####### | $ 35,779.65 | $ 18,963.18 | $ 20,101.03 | $ 21,307.11 | |
| 25-04024 | Neopart Transit | 4139401 | SCREW, 1/ | EA | 75 | 413-9401 | 20 | | $ 1.29 | $ 1.39 | $ 1.47 | $ 1.56 | $ 96.86 | $ 51.95 | $ 55.07 | $ 58.59 | |
| 25-04024 | Neopart Transit | 4400003 | RIVET, SST | EA | 90 | 440-0003 | 20 | | $ 0.46 | $ 0.50 | $ 0.53 | $ 0.56 | $ 41.27 | $ 22.51 | $ 23.91 | $ 25.32 | |
| 25-04024 | Neopart Transit | 4400028 | RIVET, SST | EA | 27 | 440-0028 | 20 | | $ 0.31 | $ 0.33 | $ 0.35 | $ 0.38 | $ 8.44 | $ 4.50 | $ 4.78 | $ 5.06 | |
| 25-04024 | Neopart Transit | 7450381 | ROLLER | EA | 173 | 745-0381 | 20 | | $ 5.40 | $ 5.83 | $ 6.18 | $ 6.55 | $ 933.51 | $ 504.60 | $ 534.33 | $ 566.77 | |
| 25-04024 | Neopart Transit | 7480037 | BEARING | EA | 24 | 748-0037 | 20 | | $ 30.15 | $ 32.56 | $ 34.52 | $ 36.58 | $ 723.50 | $ 390.75 | $ 414.25 | $ 439.00 | |
| 25-04024 | Neopart Transit | 7480154 | BEARING B | EA | 27 | 748-0154 | 20 | | $ 39.15 | $ 42.28 | $ 44.82 | $ 47.51 | $ 1,056.94 | $ 570.80 | $ 605.11 | $ 641.39 | |
| 25-04024 | Neopart Transit | 7480343 | GEAR MOT | EA | 26 | 748-0343 | 20 | | $ 927.33 | $ 982.97 | ####### | ####### | $ 24,110.55 | $ 12,778.60 | $ 13,545.24 | $ 14,358.02 | |
| 25-04024 | Neopart Transit | 7480429 | KIT, LATCH | EA | 47 | 748-0429 | 20 | | $ 55.39 | $ 59.82 | $ 63.41 | $ 67.21 | $ 2,603.12 | $ 1,405.84 | $ 1,490.05 | $ 1,579.40 | |
| 25-04024 | Neopart Transit | 7500899 | WASHER, B | EA | 85 | 750-0899 | 20 | | $ 0.58 | $ 0.64 | $ 0.68 | $ 0.71 | $ 49.60 | $ 27.01 | $ 28.78 | $ 30.11 | |
| 25-04024 | Neopart Transit | 7500954 | SHAFT, DR | EA | 23 | 750-0954 | 20 | | $ 88.48 | $ 95.55 | $ 101.29 | $ 107.37 | $ 2,035.11 | $ 1,098.88 | $ 1,164.78 | $ 1,234.75 | |
| 25-04024 | Neopart Transit | 7530212 | FLOOR LAT | EA | 20 | 753-0212 | 20 | | $ 38.73 | $ 41.83 | $ 44.34 | $ 47.00 | $ 774.59 | $ 418.29 | $ 443.35 | $ 469.97 | |
| 25-04024 | Neopart Transit | 04-62198-0 | VALVE, ABS | EA | 23 | S40085062 | 50 | | $ 159.67 | $ 172.45 | $ 186.24 | $ 201.14 | $ 3,672.47 | $ 1,983.14 | $ 2,141.75 | $ 2,313.16 | |
| 25-04024 | Neopart Transit | 153-0258 | SLEEVE BE | EA | 20 | 153-0258 | 20 | | $ 9.30 | $ 10.04 | $ 10.65 | $ 11.28 | $ 186.04 | $ 100.42 | $ 106.46 | $ 112.81 | |
| 25-04024 | Neopart Transit | 153-0270 | SLEEVE BE | EA | 26 | 153-0270 | 20 | | $ 7.33 | $ 7.93 | $ 8.40 | $ 8.91 | $ 190.67 | $ 103.05 | $ 109.15 | $ 115.78 | |
| 25-04024 | Neopart Transit | 440-0055 | SST BLD RV | EA | 70 | 440-0055 | 20 | | $ 0.36 | $ 0.40 | $ 0.42 | $ 0.44 | $ 25.52 | $ 13.85 | $ 14.58 | $ 15.31 | |
| 25-04024 | Neopart Transit | 51-55513-0 | LAMP ASSY | EA | 57 | 87121RB | 40 | | $ 69.31 | $ 73.48 | $ 77.89 | $ 82.55 | $ 3,950.81 | $ 2,094.13 | $ 2,219.78 | $ 2,352.78 | |
| 25-04024 | Neopart Transit | 53-15022-0 | NEWAY AIR | EA | 54 | 90554107 | 42 | | $ 44.13 | $ 48.54 | $ 58.25 | $ 69.90 | $ 2,382.75 | $ 1,310.63 | $ 1,572.75 | $ 1,887.19 | |
| 25-04024 | Neopart Transit | 82-04221-0 | SNAP RING | EA | 137 | 1229Q285 | 20 | 10 | $ 1.25 | $ 1.35 | $ 1.40 | $ 1.46 | $ 170.98 | $ 92.61 | $ 96.17 | $ 99.74 | |
| 25-04024 | Neopart Transit | 82-19641-0 | BOLT, FR B | EA | 403 | 15X1944 | 20 | 4 | $ 2.08 | $ 2.20 | $ 2.29 | $ 2.38 | $ 838.24 | $ 444.27 | $ 461.03 | $ 479.89 | |
| 25-04024 | Neopart Transit | 82-19641-0 | LOCKNUT, | EA | 415 | NL1121 | 20 | 4 | $ 2.53 | $ 2.67 | $ 2.83 | $ 2.94 | $ 1,048.71 | $ 554.56 | $ 586.93 | $ 610.67 | |
| 25-04024 | Neopart Transit | 82-26299-0 | NUT, LUG W | EA | 316 | R006000A | 14 | 10 | $ 2.02 | $ 2.23 | $ 2.45 | $ 2.55 | $ 638.64 | $ 352.24 | $ 386.80 | $ 403.26 | |
| 25-04024 | Neopart Transit | 82-35758-0 | SENSOR AS | EA | 165 | M955338 | 14 | | $ 33.06 | $ 34.38 | $ 35.75 | $ 37.18 | $ 5,455.31 | $ 2,836.29 | $ 2,949.65 | $ 3,067.73 | |
| 25-04024 | Neopart Transit | 82-51037-0 | CHAMBER, | EA | 27 | 1627002 | 30 | | $ 62.74 | $ 67.76 | $ 73.18 | $ 77.56 | $ 1,693.98 | $ 914.73 | $ 987.94 | $ 1,047.11 | |
| 25-04024 | Neopart Transit | 82-59258-0 | TOOL, LIFT | EA | 51 | 750-1075 | 20 | | $ 8.11 | $ 8.76 | $ 9.29 | $ 9.84 | $ 413.84 | $ 223.39 | $ 236.94 | $ 251.01 | |
| 25-04024 | Neopart Transit | 82-63796-0 | MIRROR-SI | EA | 106 | 86121ABB | 40 | | $ 39.30 | $ 41.66 | $ 44.16 | $ 46.81 | $ 4,165.80 | $ 2,207.98 | $ 2,340.23 | $ 2,480.74 | |
| 25-04024 | Neopart Transit | C0202504 | SIDE GEAR | EA | 24 | 2234H143 | 20 | | $ 37.46 | $ 38.96 | $ 40.51 | $ 42.14 | $ 898.99 | $ 467.52 | $ 486.17 | $ 505.70 | |
| 25-04024 | Neopart Transit | D459082 | COUPLING | EA | 33 | D459082 | 20 | | $ 44.90 | $ 48.48 | $ 51.39 | $ 54.47 | $ 1,481.54 | $ 799.97 | $ 847.99 | $ 898.77 | |
| | | | | | | | | | | | | | Total | $ 143,427.06 | $ 75,939.80 | $ 80,788.81 | $ 86,021.22 | **$ 386,176.89** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Repetitive Inventory Parts (Vehicle Maintenance Program)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-04025 and associated disbursements with Vehicle Maintenance Program, with an estimated value of $845,400 over (5) five years.

**BACKGROUND:**
The Supply Chain department solicited competitive bids from multiple suppliers for our high-usage, repetitive purchased parts. Each quote was evaluated and the lowest-bid vendor selected who meets the current quality specifications or approved equal.

This vendor is to supply UTA through an Automatic Purchase Order process. As UTA maintenance consumes parts and inventory levels drop to the item's reorder point a Purchase Order is automatically generated and sent to the vendor. This process saves time for both the vendor and UTA by eliminating repetitively quoting the same part. This long-term agreement also helps to stabilize inventory levels, enhance parts availability, reduce lead times, and ensure consistent quality across the parts procured.

**DISCUSSION:**
The Supply Chain department desires to enter into a requirements contract with Vehicle Maintenance Program. UTA does not guarantee the purchase of any items and is not financially obligated to the vendor until a Purchase Order has been issued and received.

The term of the contract will be for two (2) years, plus three (3) 1-year options for extension. Pricing for each

part is fixed for the first two years, with subsequent option years' pricing being pre-established in Exhibit A.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Vehicle Maintenance Program |
| **Contract Number:** | 25-04025 |
| **Base Contract Effective Dates:** | January 1, 2026 - December 31, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $845,400 |
| **Procurement Method:** | IFB |
| **Budget Authority:** | Approved 2026 Operating Budget |

**ALTERNATIVES:**

UTA will have to competitively bid the same item each time the item reaches its' reorder point, substantially increasing the workload on buyers.

**FISCAL IMPACT:**

Each Maintenance division parts budget will be charged when parts are issued to a work order.

- 2026 Contract Value: $159,200
- 2027 Contract Value: $159,200
- 2028 Contract Value: $167,200
- 2029 Contract Value: $175,500
- 2030 Contract Value: $184,300

Total Estimated Contract Value: $845,400

**ATTACHMENTS:**

- Contract: Repetitive Inventory Parts (Vehicle Maintenance Program)

UTAH TRANSIT AUTHORITY

# GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04025MB
(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Vehicle Maintenance Program, a provider who specializes in inventory parts. (the "Contractor").

## RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, Vehicle Maintenance Program submitted a bid that UTA was deemed to be advantageous; and

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

## AGREEMENT

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

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

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described.

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order

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method) during a five - year period expiring December 2030. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three one year options. For a total Contract period not to exceed Five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number

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iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

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

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to

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the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

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

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12. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

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Employers' Liability

| | |
|---|---|
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

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

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

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c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of

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Standards and Technology (NIST) cybersecurity framework. In addition. Contractor must maintain at least a B rating under the UpGuard Security Rating System (https://www.upguard.com/product/secuity-ratings)

20. **ASSIGNMENT OF CONTRACT**

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

21. **SUSPENSION OF WORK**

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

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

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the

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Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS :** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii)

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other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

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

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

## 24. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

## 25. FINDINGS CONFIDENTIAL

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

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

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mitigation of the breach for review and approval by UTA.

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

26. **PUBLIC INFORMATION.**

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

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Todd MIlls, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Maggie Ball or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-4040.

29. **CONFLICT OF INTEREST**

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

30. **NOTICES OR DEMANDS**

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

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| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Vehicle Maintenance Program |
| ATTN: Maggie Ball | ATTN: Alejo Monna |
| 669 West 200 South | |
| Salt Lake City, UT 84101 | |
| mball@rideuta.com | Alejo@VMPparts.com |

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

31. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager Todd Mills | Five calendar days |
| UTA's Procurement Supervisor Amanda Burton/Contractor's (Second Level) | Five calendar days |
| Vehicle Maintenance Program Account Manager Alejo Monna | Five calendar days |

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

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

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32. **GOVERNING LAW**

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

**33. COSTS AND ATTORNEY FEES**.

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

**34. SEVERABILITY**

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

**35. AMENDMENTS**

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

**36. FORCE MAJEURE**

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

**37. NO THIRD-PARTY BENEFICIARIES**

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

**38. ENTIRE AGREEMENT**

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

**39. COUNTERPARTS**

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

## 40. NONWAIVER

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

## 41. SALES TAX EXEMPT

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

## 42. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

## 43. SURVIVAL

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

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

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**UTAH TRANSIT AUTHORITY:**

By_____

Financial Chief Officer

By DocuSigned by: Mike Bell 11/12/2025
70E33A415BA44F6...
UTA Legal Counsel

Vehicle Maintenance Program

By DocuSigned by: Alejo Monna 11/11/2025
F8A7B4AE8AFB415...

Name_____
Title_____

By_____
Name_____
Title_____

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Exhibit A

Price Sheet

These parts are awarded to Vehicle Maintenance Program under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to Vehicle Maintenance Program.

Please see attached PDF

| Contract N | Vendor | Part Number | Part Description | UOM | 24mo Usage | Quoted Part Number | Lead-Time in days | MOQ (If Applicable) | First Term Quoted Price | 1st option Year Quoted Price | 2nd Option Year Quoted Price | 3rd Option Year Quoted Price | First 2 years cost | 1st option year | 2nd option year | 3rd option year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04025 | Vehicle Maintenance Program | 82-49339-0 | CHAMBER, | EA | 39 | MJB2430ET | 21 | | $ 334.80 | $ 351.54 | $ 369.12 | $ 387.57 | $ 13,057.20 | $ 6,855.03 | $ 7,197.78 | $ 7,557.67 |
| 25 - 04025 | Vehicle Maintenance Program | BC3Z2457E | PAD, BRAK | EA | 44 | D3TZ2457E | 14 | | $ 5.61 | $ 5.89 | $ 6.19 | $ 6.49 | $ 246.84 | $ 129.59 | $ 136.07 | $ 142.87 |
| 25 - 04025 | Vehicle Maintenance Program | 1048104 | FILTER, EN | PR | 584 | 46921 | 14 | | $ 197.86 | $ 207.75 | $ 218.14 | $ 229.05 | $ 115,550.24 | $ 60,663.88 | $ 63,697.07 | $ 66,881.92 |
| 25 - 04025 | Vehicle Maintenance Program | 3261643 | FILTER, PRI | EA | 105 | LFF6771 | 14 | | $ 29.51 | $ 30.99 | $ 32.53 | $ 34.16 | $ 3,098.55 | $ 1,626.74 | $ 1,708.08 | $ 1,793.48 |
| 25 - 04025 | Vehicle Maintenance Program | 09013555 | FILTER, HV | EA | 1600 | 24X24X2 | 14 | | $ 8.88 | $ 9.32 | $ 9.79 | $ 10.28 | $ 14,208.00 | $ 7,459.20 | $ 7,832.16 | $ 8,223.77 |
| 25 - 04025 | Vehicle Maintenance Program | 1R1808 | FILTER, EN | EA | 217 | LFP4005RN | 14 | | $ 15.05 | $ 15.80 | $ 16.59 | $ 17.42 | $ 3,265.85 | $ 1,714.57 | $ 1,800.30 | $ 1,890.31 |
| 25 - 04025 | Vehicle Maintenance Program | H4 | LIGHT, HAL | EA | 864 | H4-75W24 | 7 | | $ 5.61 | $ 5.89 | $ 6.19 | $ 6.49 | $ 4,847.04 | $ 2,544.70 | $ 2,671.93 | $ 2,805.53 |
| 25 - 04025 | Vehicle Maintenance Program | 1372 | FILTER, OIL | EA | 1991 | PH820 | 7 | | $ 3.65 | $ 3.83 | $ 4.02 | $ 4.23 | $ 7,267.15 | $ 3,815.25 | $ 4,006.02 | $ 4,206.32 |
| 25 - 04025 | Vehicle Maintenance Program | 3607140 | ELEMENT, | EA | 292 | KRB12657( | 7 | | $ 31.05 | $ 32.60 | $ 34.23 | $ 35.94 | $ 9,066.60 | $ 4,759.97 | $ 4,997.96 | $ 5,247.86 |
| 25 - 04025 | Vehicle Maintenance Program | 5303604 | FILTER, DIE | EA | 175 | 904-7934 | 7 | | $ 55.53 | $ 58.31 | $ 61.22 | $ 64.28 | $ 9,717.75 | $ 5,101.82 | $ 5,356.91 | $ 5,624.76 |
| 25 - 04025 | Vehicle Maintenance Program | 11108861 | ELEMENT, | EA | 365 | LFF5488 | 14 | | $ 7.55 | $ 7.93 | $ 8.32 | $ 8.74 | $ 2,755.75 | $ 1,446.77 | $ 1,519.11 | $ 1,595.06 |
| 25 - 04025 | Vehicle Maintenance Program | 29539579 | FILTER, CO | EA | 59 | LFH8737 | 7 | | $ 8.73 | $ 9.17 | $ 9.62 | $ 10.11 | $ 515.07 | $ 270.41 | $ 283.93 | $ 298.13 |
| 25 - 04025 | Vehicle Maintenance Program | 1.51E+10 | FILTER, VO | EA | 371 | X770814 | 7 | | $ 41.23 | $ 43.29 | $ 45.46 | $ 47.73 | $ 15,296.33 | $ 8,030.57 | $ 8,432.10 | $ 8,853.71 |
| 25 - 04025 | Vehicle Maintenance Program | 82-52128-0 | FILTER, AIR | EA | 1127 | KRB12681( | 7 | | $ 47.97 | $ 50.37 | $ 52.89 | $ 55.53 | $ 54,062.19 | $ 28,382.65 | $ 29,801.78 | $ 31,291.87 |
| 25 - 04025 | Vehicle Maintenance Program | FA1632 | AIR FILTER, | EA | 329 | AF1615 | 14 | | $ 12.06 | $ 12.66 | $ 13.30 | $ 13.96 | $ 3,967.74 | $ 2,083.06 | $ 2,187.22 | $ 2,296.58 |
| 25 - 04025 | Vehicle Maintenance Program | FA2042 | AIR FILTER, | EA | 76 | AF6953 | 14 | | $ 9.26 | $ 9.72 | $ 10.21 | $ 10.72 | $ 703.76 | $ 369.47 | $ 387.95 | $ 407.35 |
| 25 - 04025 | Vehicle Maintenance Program | FF5632 | FILTER, FU | EA | 67 | LFF5632 | 14 | | $ 10.40 | $ 10.92 | $ 11.47 | $ 12.04 | $ 696.80 | $ 365.82 | $ 384.11 | $ 403.32 |
| 25 - 04025 | Vehicle Maintenance Program | FF5825NN | FUEL FILTE | EA | 117 | LFF6776XL | 14 | | $ 29.62 | $ 31.10 | $ 32.66 | $ 34.29 | $ 3,465.54 | $ 1,819.41 | $ 1,910.38 | $ 2,005.90 |
| 25 - 04025 | Vehicle Maintenance Program | FF63008 | FILTER, FU | EA | 1420 | LFF3009 | 7 | | $ 21.63 | $ 22.71 | $ 23.85 | $ 25.04 | $ 30,714.60 | $ 16,125.17 | $ 16,931.42 | $ 17,777.99 |
| 25 - 04025 | Vehicle Maintenance Program | FS19763 | FILTER, FU | EA | 78 | L9763FXL | 7 | | $ 14.43 | $ 15.15 | $ 15.91 | $ 16.70 | $ 1,125.54 | $ 590.91 | $ 620.45 | $ 651.48 |
| 25 - 04025 | Vehicle Maintenance Program | H11LL | BULB, HEA | EA | 501 | H11LL | 7 | | $ 4.37 | $ 4.59 | $ 4.82 | $ 5.06 | $ 2,189.37 | $ 1,149.42 | $ 1,206.89 | $ 1,267.23 |
| 25 - 04025 | Vehicle Maintenance Program | LF9080 | FILTER, OIL | EA | 427 | LFP9001 | 14 | | $ 23.11 | $ 24.27 | $ 25.48 | $ 26.75 | $ 9,867.97 | $ 5,180.68 | $ 5,439.72 | $ 5,711.70 |
| 25 - 04025 | Vehicle Maintenance Program | PS-600 | DEIONIZER | EA | 42 | PS-600 | 7 | | $ 199.96 | $ 209.96 | $ 220.46 | $ 231.48 | $ 8,398.32 | $ 4,409.12 | $ 4,629.57 | $ 4,861.05 |

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 - 04025 | Vehicle Maintenance Program | WF2077 | COOLANT | EA | 640 | LFW4685 | 7 | | $ 6.59 | $ 6.92 | $ 7.27 | $ 7.63 | | $ 4,217.60 | $ 2,214.24 | $ 2,324.95 | $ 2,441.20 | |
| | | | | | | | | | | | | | Total | $ 318,301.80 | $ 167,108.45 | $ 175,463.87 | $ 184,237.06 | **$ 845,111.17** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Ann Green-Barton, Chief People Officer
**PRESENTER(S):** Ann Green-Barton, Chief People Officer
JD Tazoi, Director of Total Rewards

**TITLE:**

**Contract: UTA Retirement Plan Pension Actuarial Services (Milliman)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute contract 25-039664 and associated disbursements with Milliman for a base term of three (3) years and two (2) additional one-year option periods for a total contract period extending from January 1, 2026 - December 31, 2030, in an amount not to exceed $278,300.

**BACKGROUND:**
UTA outsourced pension administration functions beginning in 2018, including actuarial services. The UTA Pension Committee conducted Request for Proposal (RFP) during the third quarter of 2025 to select a vendor to provide actuarial services for UTA's defined benefit retirement plan. As a result of this process, the Evaluation/Pension Committee selected Milliman as the vendor to continue providing these services beginning January 1, 2026.

**DISCUSSION:**
This contract engages Milliman to provide actuarial services for UTA's defined benefit retirement plan.

The contract is for a base term of three years beginning January 1, 2026 through December 31, 2028, with the option to extend the base term for up to two additional one-year periods for a total contract period of five years (January 1, 2026 - December 31, 2030).

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Milliman |
| **Contract Number:** | 25-039664 |
| **Base Contract Effective Dates:** | Base Term: January 1, 2026 - December 16, 2028<br>Option Years: December 17, 2028 - December 16, 2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | $278,300 |
| **Procurement Method:** | RFP |
| **Budget Authority:** | Included in pension/retirement plan fund |

**ALTERNATIVES:**

Complete pension actuarial work in-house, which could affect the investment opportunities available to the retirement plan's portfolio.

**FISCAL IMPACT:**

These costs are included in the retirement plan fund.

Contract Not-To-Exceed Total: $278,300
Base Term: $161,100
Option Year 1: $57,500
Option Year 2: $59,700

- 2026 Contract Total: $51,700
- 2027 Contract Total: $53,700
- 2028 Contract Total: $55,700
- 2029 Contract Total: $57,500
- 2030 Contract Total: $59,700

**ATTACHMENTS:**

- Contract: UTA Retirement Plan Pension Actuarial Services (Milliman)

Docusign Envelope ID: EB45B4FB-EB25-44BD-9803-B8615D47D035

# PROFESSIONAL SERVICES AGREEMENT

25-039664PP

PROFESSIONAL ACTUARIAL SERVICES FOR UTAH TRANSIT AUTHORITY DEFINED BENEFIT PLAN

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Milliman, a Corporation ("Contractor ").

## RECITALS

WHEREAS, UTA desires to hire professional services for Actuarial Services for Utah Transit Authority Defined Benefit Pension Plan.

WHEREAS, On September 29, 2025, UTA issued Request for Proposal Package Number 25-039664PP ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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 Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

   b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

   c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws,

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regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection made known to Contractor in advance and in writing or publicly available.

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 made known to Contractor in advance and in writing or publicly available.

## 2. MANAGEMENT OF WORK

a. Contractor 's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

b. UTA's Project Manager will be the day-to-day contact person for UTA and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

## 3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

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 materially conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA,

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Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.F, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor's or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

## 4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial three (3) - year period expiring December 16, 2028. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

## 5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed

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Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

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

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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.

8. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

   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. Contractor 's failure to provide timely written notice as provided above shall constitute a waiver of Contractor 's rights with respect to such claim.

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

## 9. INVOICING PROCEDURES

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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 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 be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

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

Except as it relates to Contractor Tools, ~~a~~ny 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 written request, and, in any event, upon termination or final acceptance of the Professional Services. To the extent that any deliverables include or incorporate Contractor Tools, Contractor hereby grants UTA a fully paid license to make copies of the Contractor Tools as part of this engagement for its internal business purposes and provided that such Contractor Tools cannot be modified or distributed outside UTA without the written permission of Contractor or except as otherwise permitted hereunder.

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Contractor shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Contractor or developed during the course of the provision of the Services provided such generic documents or templates do not contain any UTA confidential information or proprietary data ("Contractor Tools"). Rights and ownership by Contractor of Contractor Tools shall not extend to or include all or any part of UTA's confidential information or proprietary data.

Contractor's work is prepared solely for the internal business use of the UTA. To the extent that Contractor's work is not subject to disclosure under applicable public records laws, Contractor's work may not be provided to third parties without Contractor's prior written consent. Contractor does not intend to benefit or create a legal duty to any third party recipient of its work product, and Contractor may include a legend on its reports so stating. UTA agrees not to remove any such disclaimer language from Contractor's work. No third party recipient of Contractor's work product should rely upon Contractor's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

## 11. USE OF SUBCONTRACTOR S

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor ’s Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractor’s, 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 subcontractor’s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subcontractors.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

## 12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor ’s Proposal (or other

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applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Matt Larrabee

Kathryn Hunter

13. **SUSPENSION OF WORK**

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

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 Contractor 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE**:

UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor . If the Contract is terminated for convenience, UTA shall pay Contractor : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general

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assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractor s 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 Professional Services using other Contractor s 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.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; provided however Contractor makes no express or implied warranty and shall have no liability of any form whatsoever with respect to any draft or unfinished work product that is delivered to UTA pursuant to this clause. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor 's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination; provided, however if the amount of post-termination work is material, reasonable costs incurred from that work during the 90-day period shall be paid to the Contractor.

## 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. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized

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auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

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 to the actual knowledge of Contractor following reasonable inquiry is not under a confidentiality obligation to UTA.
   C. Information developed by or in the custody of Contractor before entering into this Contract or thereafter provided such information was not based on UTA confidential information or proprietary data.
   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). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. **GENERAL INDEMNIFICATION AN LIMITATION OF LIABILITY**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all third party claims, actions, and the directly resulting liabilities, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "Claims") related to bodily injury, including death, or loss or damage to tangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or

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subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee as a result of Contractor's failure to meet its obligations to such employee or subcontractor, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims primarily arise out of the negligence of UTA or the Indemnitees.

In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to UTA shall not exceed five million dollars ($5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Contractor be liable for lost profits of UTA or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor, nor to contractor's indemnity obligations described above.

19. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or subcontractor s 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

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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, 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 of liability referenced in Section 18.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority. 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: Contractor s' certificate(s) shall include all subcontractor s as additional insureds under its policies or subcontractor s 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-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. 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 Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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20. **OTHER INDEMNITIES**

a. Contractor shall 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 of a third party's intellectual property rights directly resulting from Contractor '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 claims that Contractor's deliverables infringe third party intellectual property rights and Contractor shall pay all damages and costs awarded therein against UTA deemed to have resulted from such infringement. 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 Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.

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

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

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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/Contractor 's Project Manager | Five calendar days |
| UTA's Supervisor/Contractor 's Department Manager | Five calendar days |
| UTA's Division Manager/Contractor '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, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

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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. Unless otherwise agreed by the parties, the parties agree to waive trial by jury.

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:

| If to UTA: | with a required copy to: |
|---|---|
| Utah Transit Authority | Utah Transit Authority |
| ATTN: Pat Postell | ATTN: Legal Counsel |
| 669 West 200 South | 669 West 200 South |
| Salt Lake City, UT 84101 | Salt Lake City, UT 84101 |

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If to Contractor :
Milliman
1455 SW Broadway
Suite 1600
Portland, OR 97201

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

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is 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 COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-Contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:
b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor 's employees and the employee's dependents during the duration of this Contract.
c. Contractor shall also demonstrate to UTA that subcontractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subcontractor 's employees and the employee's dependents during the duration of

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the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **CYBER SECURITY**

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

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under the UpGuard Security Rating System (https://www.upguard.com/product/security-ratings).

36. **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.

37. **ENTIRE AGREEMENT**

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

38. **REVOLVING DOOR RESTRICTIONS**

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

39. **AMENDMENTS**

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

40. **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

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the same as delivery of an original.

40. **SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

By_____

Name: Jay Fox

Title: Executive Director

By_____

Name: Ann Barton-Green

Title: Chief People Officer

DocuSigned by:

By Mike Bell
70E33A415BA44F6...

Name: Mike Bell

Title: UTA Legal Counsel

**MILLIMAN:**

Signed by:

By _____ 11/24/2025
9231452A60234C5...

Name Matt Larrabee

Title Principal & Consulting Actuary

By_____

Name_____

Title_____

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**EXHIBIT A**
**SCOPE OF WORK**

The Contractor will provide actuarial consulting for UTA's Defined Benefit Pension Plan.

The Contractor will accomplish the following duties:

- Prepare the annual funding actuarial valuation report and the GASB 67 and 68 disclosure for the retirement plan.
- Appear at selected meetings for discussion of actuarial standards and/or the principles used in the determination of the funding contribution requirement and in the pricing of collective bargaining agreements.
- Present an annual valuation report to the Trustees of the Pension Committee with recommendations that align the plan to meet funding targets by the set date.
- Develop and provide various tables and factors needed by the defined benefit plan. These include, but are not limited to, mortality tables, present value factors, and survivor benefit factors. Provide a spreadsheet to the plan administrator for the purpose of calculating present values.
- Perform actuarial gain/loss experience analyses on an as needed basis.
- Provide calculations on special benefit cases. The pension administrator may on occasion request the actuary to perform an individual benefit calculation. The situation would arise most often in the case of a Qualified Domestic Relations Order or for a participant that has retired and then returned to work. A new benefit calculation would be required to determine the new benefit amount when the participant retires the second time.
- Give consultation on and perform certain work in pricing proposed benefit changes in the collective bargaining agreement. Statement of the firm's ability to perform pricing analysis of proposed plan changes that may be considered during the collective bargaining negotiations, complete with actuarial certificate showing assumptions, pricing base, actuarial implications on total program, cost and alternative funding techniques. UTA will provide 48 hours' notice for these services (but may on special occasions, such as during bargaining sessions, require working estimates immediately.)

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# EXHIBIT B

# PRICING

MILLIMAN PROPOSAL

| EXHIBIT B PRICE PROPOSAL RFP 25-03996PP | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | Year 2026 | | Year 2027 | | Year 2028 | | Year 2029 | | Year 2030 | |
| Professional Position | Estimated Hours* | Hourly Rate | Estimated Hours | Hourly Rate | Estimated Hours | Hourly Rate | Estimated Hours | Hourly Rate | Estimated Hours | Hourly Rate |
| Manager | | | | | | | | | | |
| Senior Consultant | 20 | | 20 | | 20 | | 20 | | 20 | |
| Senior Technical Actuary | 30 | | 30 | | 30 | | 30 | | 30 | |
| Senior Actuarial Analyst | 150 | | 150 | | 150 | | 150 | | 150 | |
| Experience Analysis | | | | | | | | | | |
| Escalation Per Year** | | | | $2,000 | | $2,000 | | $2,000 | | $2,000 |
| Annual Fee** | | $51,700 | | $53,700 | | $55,700 | | $57,500 | | $59,700 |
| | | | | | | | | | | |
| | | | | | | | | | | |

* Estimated hours are shown, with all actuarial analyst hours (senior analyst and junior analyst) grouped into one entry

** We propose to do all work except for material special projects (such as bargaining) on a fixed fee basis with an annual escalator for projected wage inflation

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Contract: Ratification of Purchase Order for Emergency Replacement of Meadowbrook Building 3 Flood Damaged Equipment (CVE Technologies Group, Inc.)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Ratify the execution of Purchase Order 17477 with CVE Technologies Group, Inc. in the amount of $439,419.22 for the emergency replacement of network equipment damaged during the Meadowbrook Building 3 data center flooding incident.

**BACKGROUND:**
On January 31, 2025, a fire riser failure at UTA's Meadowbrook Building 3 caused significant water damage that flooded portions of the core distribution data center. The incident resulted in extensive damage to critical network infrastructure, including switching, routing, and DNS hardware essential for system redundancy and enterprise-wide stability.

The sudden loss of this equipment created an immediate operational risk, leaving key services without required failover capacity. A competitive procurement process would have extended the outage window, increased exposure to service disruption, and delayed restoration of stable IT operations.

To restore redundancy quickly and maintain network integrity, replacement hardware was procured from CVE Technologies Group, Inc. as a sole source purchase using pricing from the Cisco NASPO Contract AR3227. This contract vehicle ensured full compatibility with UTA's standardized Cisco environment, met emergency procurement compliance requirements, and supported expedited delivery and deployment.

This action requests formal Board ratification of the emergency procurement in accordance with UTA

procurement policy for after-the-fact approvals.

---

**DISCUSSION:**

The flooding incident at Meadowbrook Building 3 eliminated critical portions of UTA's core network infrastructure, reducing system redundancy and creating an immediate risk to essential IT services. Restoring stable operations required rapid acquisition of hardware that was fully compatible with UTA's existing Cisco environment and could be deployed without redesign or delay.

Given the operational urgency and the standardized nature of the affected systems, procurement through CVE Technologies Group, Inc. offered the fastest, most compliant, and lowest-risk path to restoration. This contract ensured pricing consistency, technical compatibility, and expedited fulfillment at a time when any delay would have increased the likelihood of service outages across the agency.

The emergency procurement process was executed in accordance with UTA policy and subsequently validated through a sole-source justification. Board ratification is required to formally document and approve the action taken to protect operational continuity.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | CVE Technologies Group, Inc. |
| **Contract Number:** | 17477 |
| **Base Contract Effective Dates:** | March 5, 2025 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | $439,419.22 |
| **Procurement Method:** | Sole Source |
| **Budget Authority:** | Approved 2025 Operating Budget |

---

**ALTERNATIVES:**

The Board may decline ratification of the PO.

---

**FISCAL IMPACT:**

These charges are accounted for in the approved Operating Budget with $439,419.22 charged to account 5244.50455.90 Code: EV2501 Subledger-Type "C."

---

**ATTACHMENTS:**

- Change Order: Ratification of Purchase Order Issued for Emergency MB3 Flood Damaged Equipment

| | | | | |
|---|---|---|---|---|
| **CVE Technologies Group, Inc**<br>**1414 S GUSTIN RD**<br>**Salt Lake City UT 84104** | | **Utah Transit Authority** | PURCHASE ORDER NUMBER<br>**OG** | **17477** |
| | | | **PO Number Must Appear On All Invoices And Shipments** | |
| | | | **VENDOR NUMBER**<br>1229623 | **PO DATE**<br>3/5/2025 |
| **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** | Dang, Jenny | 1 of 1 |

Confirmation: Do not Duplicate
**Utah Transit Authority Is Tax Exempt** Total PO Value: 439,419.22
Ship as soon as possible. Early Shipments Allowed
Dang, Jenny

| LINE # | REQ # | CONFIRMED DELIVERY DATE | QUANTITY | PART NUMBER ACCOUNT CODE | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|---|
| 2 | 00015011 | 3/5/25 | EA | 5244.50455.90 | MB Incident Net Equp DNS | 439419.2200 | 439,419.22 |

Michael L Bell
Digitally signed by Michael L Bell
Date: 2025.12.02 12:22:00 -07'00'

*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 Oder 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.***

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Change Order: Ratification of On-Call Infrastructure Maintenance Contract Task Order #25-039 - 1300 South Emergency Water Line Repair (Stacy and Witbeck, Inc.)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Ratify the execution by the Executive Director of Task Order 25-039 and associated disbursements on the on-call infrastructure maintenance task ordering contract with Stacy and Witbeck, Inc. in the amount of $262,147 to repair the rail and water line at 1300 South.

**BACKGROUND:**
In December 2023, UTA released a Request for Proposal (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids 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 yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality

- Automobile cross-traffic

- Safety issues

On June 26, 2025, a Direction or Authorization to Proceed (DAP) was executed for the not-to-exceed amount of $600,000. The DAP was executed in an effort to both resume water service and TRAX service to the area of 1300 South where a water line failure occurred.

---

**DISCUSSION:**

UTA Staff is requesting ratification of Task Order 25-039 with Stacy and Witbeck, Inc. to complete the removal and replacement of the South end of the 1300 South Grade Crossing on the North/South TRAX line and repair a damaged section of an 18" water line crossing under the track slab in the amount of $262,147.

The scope of this request includes all time, labor, and other items needed to remove existing crossing and replace it with embedded trackwork, excavate the road to access the water line, install new water line provided by Salt Lake City Public Utilities (SLCPU) and install a 24" steel casing around the line. Stacy and Witbeck worked with SLCPU for road closure, inspections, testing and bacteria testing of a newly installed line.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Stacy and Witbeck, Inc. |
| **Contract Number:** | 23-03811-25-039 |
| **Base Contract Effective Dates:** | MOTA: April 18, 2024 through April 30, 2027<br>Task Order: Through December 31, 2025 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | $23,076,091 |
| **Amendment Amount:** | $262,147 |
| **New/Total Contract Value:** | $23,338,238 |
| **Procurement Method:** | RFP Best Value |
| **Budget Authority:** | Approved 2025 Capital Budget |

---

**ALTERNATIVES:**

Disapprove the task order. The 1300 S Water Line Repair task order will still need to be completed and UTA will need to find an alternative method to pay for this emergency repair.

---

**FISCAL IMPACT:**

The 2025-2029 approved Five Year Capital Plan includes $262,147 for the repair to the 1300 South water line task order. This work occurred in 2025 under the Rail Replacement project (SGR385).

- 2025 Task Order Total: $262,147

Total Master Task Ordering Agreement not-to-exceed: $45,000,000

Total Master Task Ordering Agreement remaining balance: $23,338,238

---

**ATTACHMENTS:**

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- Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-039: Ratification of 1300 South Water Line Repair (Stacy and Witbeck, Inc.)

**Project: SGR385 Rail Replacement Project**
2264 S 900 W,
south Salt Lake, Utah 84119

# Task Order Request #TO 25-039 - 1300S Water Line Repair

| | | | |
|---|---|---|---|
| **Status** | Open | **Assignees** | Jacob Wouden |
| **Created Date** | Nov 21, 2025 | **Issued Date** | Nov 21, 2025 |
| | | **Location** | 25-039: 1300 S Water line Repair |

**Attachments**




25-039_1300S Water Line Repair_Proposal.pdf




25-039_1300S Water Line Repair_Scope.pdf

**Attach all supporting documentation in the Attachment field above**

All supporting documentation for this Task Order, including but not limited to the following, are hereby attached as PDF's and incorporated into this Task Order:

- Contractor Scope of Work
- Task Order Budget Summary
- UTA Scope

## 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

## 2.0 SCHEDULE

| | | | |
|---|---|---|---|
| **The Substantial Completion Date for this Task is** | 12/31/25 | **The Final Acceptance Date for this Task is** | 12/31/25 |

## 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** | $262,147 |

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| | | | |
|---|---|---|---|
| | | **price for this item is in the amount of** | |
| **Independent Cost Estimate (ICE) link, if applicable** | 25-039_1300S Water Line Repair_ICE.xlsx | **This item not anticipated to use federal funding AND is under UTA's simplified acquisition threshold ($200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the original contract rates** | No |
| **This item is anticipated to use federal funding AND/OR is greater than UTA's simplified acquisition threshold ($200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval** | Yes | | |

## 4.0 APPLICABILITY OF FEDERAL CLAUSES

| | | | |
|---|---|---|---|
| **Does this Task Order or Change Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?** | No | **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** | N/A |

## 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<br>**Legal Review** $10k or greater<br>**Dir. of Capital Projects** $25k - 74,999<br>**Chief Service Dev. Ofcr.** $75k - 199,999<br>**Executive Director** $200,000+<br>**Procurement/Contracts** (for all) |
| **Signature (Legal)** | DocuSigned by:<br>By: Mike Bell<br>70E33A415BA44F6...<br>Name: Mike Bell |

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Date: 11/24/2025

**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: 11/24/2025

**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: 11/24/2025

**Signature (Procurement)**

By: _____

Name: _____

Date: _____

**Signature (Chief Service Development Officer)**

By: _____

Name: _____

Date: _____

**Signature (Executive Director)**

By: _____
Jay Fox, Executive Director

Date: _____

## COMPANY:

**COMPANY:** Stacy and Witbeck, Inc.

**Signature (Contractor)**

Signed by:
By: Miguel Gomez
2644C41CCA1D4F2...
Name: Miguel Gomez

Date: 11/24/2025

STACYWITBECK

August 14, 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: 24-632 – 1300 S Watermain Break

Dear Jake:

We are pleased to provide the attached cost proposal for the removal and replacement of the South end at-grade TRAX crossing at 1300 South and related waterline repair. This work also included excavation and backfilling for repairing the broken watermain pipe under the track and necessary repairs to the adjacent road, curb, gutter and sidewalk.

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:

**Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $30,380.00** – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer performed pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

**Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $5,277.00** – 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 – 1300 South Watermain Break Repairs – 1 LS – Total $204,545.00** – This bid item includes the cost for all labor, equipment and material related to track demolition, excavation, waterline repairs, backfill, track reconstruction and repaving related to this emergency task order.

**Bid Item 10000 – Mobilization – 1 LS – Total $3,656.00** – This bid item includes the cost for mobilizing heavy equipment to and from the project site during the shutdown, and final project cleanup. includes, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

**Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $18,289.00** – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$262,147.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Miguel Gomez
Project Engineer



1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

08/14/2025 12:27
25-632 1300 South Watermain Break
*** Collin Christensen, CC

**BID TOTALS**

| Biditem | Description | Quantity | Units | Unit Price | Bid Total |
|---|---|---|---|---|---|
| 1000 | Field Engineering & Project Controls | 1.000 | LS | 30,380.00 | 30,380.00 |
| 2000 | Safety Program & Administration | 1.000 | LS | 5,277.00 | 5,277.00 |
| 6000 | 1300 South Watermain Break Repairs | 1.000 | LS | 204,545.00 | 204,545.00 |
| 10000 | Mobilization | 1.000 | LS | 3,656.00 | 3,656.00 |
| | | Subtotal | | | $243,858.00 |
| 100000 | Fee (7.5%) | 1.000 | LS | 18,289.00 | 18,289.00 |
| | | Bid Total | ========> | | $262,147.00 |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Change Order: On-Call Systems Maintenance and Professional Services Contract Task Order #26-003 - Key Personnel for 2026 (Rocky Mountain Systems Services)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute Task Order 26-003 and associated disbursements on contract 24-03814 with Rocky Mountain Systems Services (RMSS) in the amount of $923,420.00 for three full-time contractor personnel for fiscal year 2026**.**

**BACKGROUND:**
UTA executed contract 24-03814 with RMSS for on-call systems maintenance. The term of this contract is for three (3) years with two (2) one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on June 12, 2024, and it was fully executed on June 14, 2024. The original contract value is not-to-exceed $40,000,000.

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 in overhead contact systems and traction power substations

**DISCUSSION:**
This task order is for the approval of three (3) full-time contractor personnel at hourly rates included in Exhibit

B in the contract

**SYSTEMS PROJECT MANAGER**

**Year 2 Base Rate $155.13 hr. (January 1, 2026 - June 30,2026)**

**Year 3 Base Rate $156.68 hr. (July 1,2026 - December 31, 2026)**

Assists UTA with contracts, schedules, budgets, cost estimating, contractor resource management and scheduling, and other project management duties as required.

**PROJECT ENGINEER, PE**

**Year 2 Base Rate $133.76 (January 1, 2026 - June 30, 2026)**

**Year 3 Base Rate $135.10 hr. (July 1, 2026 - December 31st, 2026)**

Supports the project manager and act as a subject matter expert for transit system design, installation, testing, interfacing, and integration efforts. Provides troubleshooting for transit systems, subsystems, components, and communication systems.

**FIELD ENGINEER, FE**

**Year 2 Base Rate $112.41 (January 1, 2026 - June 30, 2026)**

**Year 3 Base Rate $113.53 hr. (July 1, 2026- December 31, 2026)**

Supports the project manager, project engineer, and UTA Systems Engineering/MOW. Acts as subject matter expert in the field for troubleshooting transit systems issues, leading maintenance, and upgrading systems.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Rocky Mountain Systems Services |
| **Contract Number:** | 24-03814-26-003 |
| **Base Contract Effective Dates:** | 6/14/2024 through 7/1/2029 |
| **Task Order Effective Dates:** | Effective after final signatures through 12/31/2026 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | $16,240,239.57 |
| **Amendment Amount:** | $923,420.00 |
| **New/Total Contract Value:** | $17,163,659.57 |
| **Procurement Method:** | RFP Best Value |
| **Budget Authority:** | Approved 2026 Capital Budget |

---

**ALTERNATIVES:**

Disapprove task order. RMSS will not have personnel to carry out systems maintenance activities as described

in the contract.

---

**FISCAL IMPACT:**
The 2025-2029 Five Year Capital Plan includes $923,420 for three full time key personnel contract support.

This work is anticipated to occur in 2026 under the Rail Switches and Trackwork Control Project (SGR 404)

- 2026 Contract Total: $923,420

The overall not-to-exceed value for this contract is $40,000,000 if both option years are exercised.

MOTA Value to Date: $17,163,659.57

---

**ATTACHMENTS:**

- Change Order: On-Call Systems Maintenance and Professional Services Contract Task Order #26-003 - Key Personnel for 2026 (Rocky Mountain Systems Services)

Docusign Envelope ID: D9739417-35EA-445A-8F41-C7A9FA89F58F

**Utah Transit Authority**
669 West 200 South
Salt Lake City, Utah 84101
P: +18017433882

**Project: SGR404 Rail Switches & Trackwork Ctrl**

# Task Order Request #26-003 - TO 26-003- Key Personnel 2026

| | | | |
|---|---|---|---|
| **Status** | Draft | **Assignees** | Dean Hansen |
| **Created Date** | Oct 24, 2025 | **Issued Date** | |

## TASK ORDER IDENTIFICATION

| | | | |
|---|---|---|---|
| **Contract No** | 24-03814 | | |
| **Contractor Name ("Contractor")** | ROCKY MOUNTAIN SYSTEMS SERVICES | **Contract Start Date** | 01/01/26 |
| **Account Code(s)** | 20-7404.68000.8003 | | |

## 1.0 SCOPE OF SERVICES

| | |
|---|---|
| **The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order** | 26-003 Key Personnel 2026_Proposal.pdf, 26-003 Key Personnel 2026_Scope.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 |

## 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** | 923,420.00 |
| **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.** | | **Independent Cost Estimate (ICE) link, if applicable** | 26-003 Key Personnel 2026_ICE.pdf |

## 4.0 APPLICABILITY OF FEDERAL CLAUSES

| | | | |
|---|---|---|---|
| **Does this Task Order or Change Order include federal assistance funds which requires the application of the Federal Clauses** | ~~No~~ YES | **If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE)** | N/A |

Docusign Envelope ID: D9739417-35EA-445A-8F41-C7A9FA89F58F



| | |
|---|---|
| **appended as Exhibit D to the Contract?** | **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:
Mike Bell
70E33A415BA44F6...

Name: Mike Bell

Date: 10/28/2025

**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:
Dean Hansen
25AB79CEE8F4497...

Name: Dean Hansen

Date: 10/27/2025

**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)**

DocuSigned by:
David Osborn
AD6AFC15F32A4DE...

Name: David Osborn

Date: 10/27/2025

**Signature (Procurement)**

By: _____

Name: _____

Date: _____

**Signature (Chief Service Development Officer)**

By: _____

Name: _____

Date: _____

**Signature (Executive Director)**

By: _____
Jay Fox, Executive Director

Date: _____

## COMPANY:

**COMPANY:**

**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)

Docusign Envelope ID: D9739417-35EA-445A-8F41-C7A9FA89F58F



- >$2.5M or Contract Time Extensions – Paul Reiger (prieger@modrailsystems.com)

**Signature (Contractor)**

Signed by:
Shon Tulik
014066E9F23E4B5...

Name: Shon Tulik

Date: 10/29/2025

ROCKY MOUNTAIN SYSTEMS SERVICES

October 6th, 2025 RMSS-52720-060

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: PTO-060-Key Personnel-26'

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the provision of three (3) key personnel as outlined in RFP # UTA- 24-03814VW.

Our lump sum price for this proposal is **$923,420.00**

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

- RMSS will provide the following three (3) key personnel for 992 hours each between January 1st, 2026 – June 30th, 2026: - Contract Year 2 rates through June 2026
  - One (1) Project Manager
  - One (1) Project Engineer
  - One (1) Field Engineer

- RMSS will provide the following three (3) key personnel for 1,016 hours each between July 1st, 2026 – December 31st, 2026: - Contract Year 2 rates through December 2026
  - One (1) Project Manager
  - One (1) Project Engineer
  - One (1) Field Engineer

**Assumptions**

- Pricing includes vehicles and other expenses as required
- For the purposes of monthly billing, each month RMSS will bill UTA based on the number of weekdays (Monday-Friday) in the month
- UTA will provide RMSS key personnel with secure office space in the Jordan River Service Center
- UTA will provide RMSS key personnel with internet access which allows access to UTA's Procore, Box.com, and Smartsheet.com
- UTA will provide RMSS key personnel with 24/7 access to the Warm Springs Service Center, the Jordan River Service Center, Front-Line Headquarters, and Midvale Service Center

- UTA will provide network access to the RMSS' shared network printer

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,



Josh LaFleur
Project Manager
Rocky Mountain Systems Services

cc:
Marshall Wilson – RMSS
Anthony Ortolani – RMSS
Doug Jones – 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-060- Key Personnel-2026

## Task Order Estimate Summary

ROCKY MOUNTAIN SYSTEMS SERVICES

**9/30/2025**

| | | |
|---|---|---|
| **Administrative** | **$** | **809,885.00** |
| **Other Costs and Fee** | **$** | **113,535.00** |
| **Total:** | **$** | **923,420.00** |

Note: This estimate incorporates Year 2 rates from January 2026 to June 2026
It also incorporates Contract Year 3 rates from July 2026 through December 2026

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Change Order: On-Call Systems Maintenance Contract Task Order #26-002 - General Engineering & Network Maintenance 2026 (Rocky Mountain Systems Services)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute Task Order 26-002, and associated disbursements with Rocky Mountain Systems Services (RMSS) in the amount of $800,000 to complete systems on call Services related to managing and supporting UTAs Track Driver Extra (TDX) Train Management System as well as General Engineering and Associated Infrastructure

**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 in overhead contact systems and traction power substations

**DISCUSSION:**

Under Task Order 26-002, Rocky Mountain Systems Services will complete Systems On-Call Services related to managing and supporting UTA's Track Driver Extra Train Management System as well as General Engineering and Associated Infrastructure. This support will be for both UTA's systems, TRAX and Frontrunner. The scope includes:

**Train Control Professional Services**

- Design, Material procurement, installation, testing, integration, and final commissioning for train control systems and components as required by UTA to support capital projects.
- Software development, modifications, and simulation.
- Vital and non-vital communication troubleshooting, routine and emergency maintenance, and upgrades.
- Installation and repairs of light rail and commuter rail switch heaters.

**Overhead Catenary Systems Maintenance, Repair and Emergency Services**

- Infrastructure repair, upgrades, preventative and routine maintenance and / or emergency repair services.

**Traction Power Substations Infrastructure Maintenance, Repair and Emergency Services**

- Infrastructure repairs, minor upgrades, preventative/routine maintenance and or emergency services.
- Upgrade systems as determined by UTA, including material procurement, wire and cable installation, equipment replacement and troubleshooting, communication configuration and installation, integration with UTA’s Supervisory Control and Data Acquisition (SCADA) control system.

**Signal and Grade Crossing Construction support**

- Assist UTA during grade crossing replacement projects, SGR projects, capital projects, external projects interfacing and/or fouling UTA facilities that may require grade crossings and/or train control systems to be taken in and out of service to support such projects during construction.

**UTA owned Utility locating services**

- Locate buried utilities for projects that interface with or are near UTA owned facilities that do not show up on Blue Stakes of Utah. RMSS to use their own equipment.

**Interference monitoring and mitigation**

- Provide UTA with data logging, monitoring, reporting, analysis, and recommendations for instances where UTA equipment may receive interference and in some cases damage to their equipment from third party utilities.

**Track Driver Extra (TDX) Support**

- Maintain Licenses, software configuration and management.
- Support wayside control and indication, UTA's training yard, Frontrunner and TRAX, workstations, train simulator, etc.

**Network Maintenance**

- Maintain communication and security networks.

**Training and Materials**

- Provide training materials and curriculum including in-person and on-the-job training to UTA personnel as determined by UTA Systems Engineering and Maintenance of Way.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Rocky Mountain Systems Services |
| **Contract Number:** | 24-03814-26-002 |
| **Base Contract Effective Dates:** | 6/14/2024 through 7/1/2029 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | $15,440,239.57 |
| **Amendment Amount:** | $800,000.00 |
| **New/Total Contract Value:** | $16,240,239.57 |
| **Procurement Method:** | RFP Best Value |
| **Budget Authority:** | Approved 2025 Capital Budget |

---

**ALTERNATIVES:**

Disapprove task order. In the event of a system or network failure, UTA will not have the on-call support needed to bring the system back online, nor the licensing or maintenance required to maintain the TDX back-office dispatching systems on Frontrunner and TRAX.

---

**FISCAL IMPACT:**

The 2025-2029 Five Year Capital Plan includes $800,000 for Systems On-Call Services related to managing and Supporting UTA's Track Driver Extra Train Management System as well as General Engineering and Associated Infrastructure.

This work is anticipated to occur in 2025 and 2026 under the Train Control Rehab and Replacement Project (SGR 403).

- 2025 Contract Total: $2,500.00 account number 20-7403.65000.5001
- 2026 Contract Total: $797,500.00 account number 20-7403.65000.5001

Total Task Order Value: $800,000.00

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

---

**ATTACHMENTS:**

- Task Order: On-Call Infrastructure Maintenance Contract Task Order #26-002 - General Engineering& Network Maintenance 2026 (Rocky Mountain Systems Services)

---

Docusign Envelope ID: 8A86D4B7-010D-46A1-94A5-FBB53912F1B9

**Utah Transit Authority**
669 West 200 South
Salt Lake City, Utah 84101
P: +18017433882

**Project: SGR403 Train Control Rehab & Replacmn**

# Task Order Request #26-002 - Task Order Request #26-002-General Engineering & Network Maintenance 2026

| | | | |
|---|---|---|---|
| **Status** | Open | **Assignees** | Dean Hansen |
| **Created Date** | Sep 29, 2025 | **Issued Date** | Oct 23, 2025 |

## TASK ORDER IDENTIFICATION

| | | | |
|---|---|---|---|
| **Contract No** | 24-03814 | | |
| **Contractor Name ("Contractor")** | ROCKY MOUNTAIN SYSTEMS SERVICES | **Contract Start Date** | 01/01/26 |

**Account Code(s)**

***2025***
$2,500.00 – TO 26-002 General Engineering & Network Maintenance 2026 – 20-7403.65000.5001

***2026***
$797,500.00 – TO 26-002 General Engineering & Network Maintenance 2026– 20-7403.65000.5001

## 1.0 SCOPE OF SERVICES

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

26-002_General Engineering & Network Maint _Scope.pdf, 26-002_General Engineering & Network Maint 2026_Proposal.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 |

## 3.0 PRICING

| | | | |
|---|---|---|---|
| **The pricing agreement for this item is one of the following:** | Not-to-exceed | **Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of** | 800,000 |
| **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.** | | **Independent Cost Estimate (ICE) link, if applicable** | 26-002_General Engineering & Network Maint 2026_ICE.pdf |

## 4.0 APPLICABILITY OF FEDERAL CLAUSES

| | | | |
|---|---|---|---|
| **Does this Task Order or Change Order include** | Yes | **If federal assistance funds are anticipated, the UTA** | N/A |

| | |
|---|---|
| **federal assistance 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:
Mike Bell
70E33A415BA44F6...
Name: Mike Bell
Date: 11/5/2025

**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:
Dean Hansen
25AB79CEE8F4497...
Name: Dean Hansen
Date: 11/4/2025

**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:
David Osborn
AD6A5C15F32A4DE...
Name: David Osborn
Date: 11/4/2025

**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** | • <$500K – Josh Lafleur (jlafleur@modrailsystems.com)<br>• $500K - $5M – Anthony Ortolani (aortolani@modrailsystems.com)<br>• >$5M - Shon Tulik (stulik@modrailsystems.com) |

**Signature (Contractor)**

Signed by:
Anthony Ortlani
1587B148E149430...

Name: Anthony Ortlani

Date: 11/5/2025

ROCKY MOUNTAIN SYSTEMS SERVICES

September 5, 2025 RMSS-52720-058

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: GE&NM 2026

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the provision of Engineering, field maintenance and network maintenance support on a not-to-exceed (NTE) basis. The timeline for this task order is January 1, 2026 – December 31st, 2026.

Our Not-to-Exceed price for this proposal is **$800,000.00**

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

- RMSS will provide engineering, testing, and field maintenance support on a T&M basis up to the NTE amount as needed at the discretion of UTA.
- This support will be for both of UTA's systems, the TRAX and FrontRunner alignments. Examples of this work could include but not limited to the following:
  - TDX updates for routine maintenance and system SPRINTS for both TRAX and FrontRunner
  - TDX trainings for updates to the back-office system
  - Support for the design and integration of substations that are being added into the SCADA system
  - Refinements of the form base permitting modules for the alignments
  - Providing TDX reports from the FrontRunner alignment
  - Support for the TDX Simulators
  - Support for updates to the TDX system for the TRAX and FrontRunner alignments
  - Maintenance and troubleshooting support for any new updates to the TRAX and FrontRunner networks
  - On-call support for network emergencies
  - Emergency call-out support for signal, communications, OCS, and traction power emergencies
  - Signal and communication design for small tasks affecting only one or two locations
  - Field surveys and investigations
  - Procurement of materials related to signal, communication, OCS, or traction power systems

ROCKY MOUNTAIN SYSTEMS SERVICES

Clarifications

RMSS anticipates approximately four months of support. Future items that fall under this task order are mostly unknown and difficult to quantify before the need arises.

- If the actual project needs exceed the base value of this proposal, RMSS will evaluate the remaining support period and provide another proposal to UTA to establish a revised budget for continued support for the remainder of time in the service period
- If the actual project needs to underrun the base value of this proposal, RMSS will roll-over the remaining amount into the next calendar year for support.

Assumptions

- RMSS will bill based on the Contract Yr 2 25'-26' T&M labor rates and Contract Yr 3 26' T&M labor rates on the attached T&M Labor Rate Sheet
  - T&M rates include a 12.5% fee
  - T&M rates include an additional 1.35% for insurance costs
  - T&M equipment rates are be based on blue book values and revised annually
- Materials, subcontractors, and other costs not included on the rate sheet will be billed at cost with 12.5% fee and 1.35% insurance included
- RMSS will provide a separate proposal for any scope that is not to be billed against this NTE task order and is not already covered under another existing task order
- RMSS assumes that no bond will be required for any T&M work under this task order

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,

Josh LaFleur
Project Manager
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS
Anthony Ortolani – 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

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Alisha Garrett, Chief Enterprise Strategy Officer |
| **PRESENTER(S):** | Alisha Garrett, Chief Enterprise Strategy Officer |

**TITLE:**

**Change Order: Operations Work Assignment and Tracking System Modification 6 - Workforce Management License Expansion (Trapeze Software Group)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute Modification 6 to Contract 23-03738 with Trapeze Software Group in the amount of $2,983,505 for a Workforce Management license expansion for non-operator bargaining unit employees.

**BACKGROUND:**
In April 2025, the Operator Work Assignment Tracking System (OWATS) was replaced with Trapeze Workforce Management (WFM) to manage all operator timekeeping, bidding, and assignment functions. This proposed change order will enable the Utah Transit Authority to expand Workforce Management licensing and functionality to include non-operator bargaining unit employees, such as Maintenance - Bus and Rail, Facilities, Maintenance of Way, Parts Clerks, Couriers, Rail Supervisors, Rail Controllers, and Train Hosts.

The Workforce Management expansion will integrate seamlessly with the Enterprise Asset Management (EAM) software that these teams will use for their daily work as part of a comprehensive Operations System. This integration will consolidate multiple disparate systems, streamline business processes, enhance team member experiences, and strengthen ongoing operational support.

**DISCUSSION:**
UTA Staff is requesting approval of Modification 6 to Contract 23-03738 with Trapeze Software Group for a

Workforce Management license expansion in the amount of $2,983,505.00.

The scope of this request includes all time, labor, and other items needed to expand Workforce Management licensing and functionality to include non-operator bargaining unit employees. Trapeze Workforce Management System is designed to handle union pay rules with minimal customization. We are confident that Workforce Management will be able to easily support the non-operator bargaining rules and adhere to regulatory requirements and enhance UTA's compliance reporting.

By consolidating from multiple timekeeping systems to one for all bargaining employees, UTA will provide a standardized platform that is scalable as UTA Operations and complexity continues to grow. The modification order pricing has been evaluated and determined to be fair and reasonable based on a comprehensive price analysis.

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Trapeze Software Group, Inc. |
| **Contract Number:** | 23-03738-06 |
| **Base Contract Effective Dates:** | 12/20/2023 - 12/20/2030 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | $21,400,195 |
| **Amendment Amount:** | $2,983,505 |
| **New/Total Contract Value:** | $24,383,700 |
| **Procurement Method:** | RFP - Best Value |
| **Budget Authority:** | Approved 2025 Capital Budget |

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**ALTERNATIVES:**

Repost the Request for Proposal (RFP) to select another vendor to provide timekeeping and workforce management solutions for these employee groups or renew the current timekeeping software currently being used. Either option would result in the Utah Transit Authority operating three separate timekeeping systems concurrently, increasing operational complexity, duplicating data entry, and reducing efficiency across departments and creating challenges with regulatory compliance reporting.

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**FISCAL IMPACT:**

The 2025-2029 approved Five Year Capital Plan includes $9,591,000 for the final implementation stages of a Workforce Management solution. This modification for the Workforce Management license expansion is anticipated to occur over two years and covers all time, labor, and other items needed. The effort will be expensed out of Subledger ICI230 - Maintenance System & OWATS Rep.

These funds are part of UTA's yearly apportionment.

The 2025 & 2026 projects and yearly contract amounts are provided below:

- 2025 Modification Total: $642,358
- 2026 Modification Total: $2,341,147

Total Modification Value: $2,983,505

Total Contract Value: $24,383,700

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**ATTACHMENTS:**

- Change Order: Operations Work Assignment and Tracking System Modification 6 - Workforce Management License Expansion (Trapeze Software Group)

Docusign Envelope ID: 6F66A34A-936F-45D5-822D-D846415226DF

**MODIFICATION NUMBER 006**

**TO CONTRACT UT 23-03738CG**

This Modification Number Six ("Modification") to the Contract is hereby entered into the date of the last signature by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereinafter "UTA") and Trapeze Software Group Inc., a Delaware Corporation (hereinafter "Contractor or Trapeze").

## RECITALS

WHEREAS, on December 20, 2023, UTA entered into an IT Software and Services contract for Operations Work Assignment and Tracking System (Trapeze Enterprise Asset Management, Workforce Management and RISC)(hereinafter the "Contract"); and

WHEREAS, on April 14, 2025, UTA issued Modification 001. This was a no cost modification. Agreement, which allows for a third party, Documoto provides an illustrated parts catalog in the system so that part images and schematics can be integrated into the system, and

WHEREAS, on May 6, 2025, UTA issued Modification 002. This modification added LDAP Implementation to the contract; and

WHEREAS, on May 20, 2025, UTA issued Modification 003. This modification was cancelled as it was added incorrectly; and

WHEREAS, on June 19, 2025, UTA drafted Modifications 004 and 005, respectfully for Map Upgrades and CERT Program. These modifications were cancelled prior to approval as they were covered under another program; and

WHEREAS, both parties agree to issue modification 006, this modification adds the Workforce Management Core/SIT, Employee Self Service, and web based bidding for non-operator bargaining employees.

## 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. **Exhibit A1: Scope of Work: The Trapeze Workforce Management License Expansion** is changed to add all "non-operator" bargaining unit employees including maintenance (Rail, bus, para) MOW; Facilities; Parts Clerks/Couriers; Rail Supervisor/Controller; and Train Hosts. Trapeze proposal dated July 18, 2025. The cost of work is $2,561,400.

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2. **Exhibit A2: Scope of Work: Implementing the Trapeze Workforce Management Employee Self Service (ESS) Employee Information (EI) and Web-based Bidding Software** for additional employees referred to herein as "non-operators". These additional non-operator employees are expected to fall into three (3) Agencies as follows:

- Maintenance – Rail
- Maintenance – Bus incl. Para
- Other Non-Operators
  - Maintenance – MOW
  - Maintenance – Facilities
  - Maintenance – Parts Clerk / Carrier
  - Rail Supervisor / Controller
  - Train Host

Trapeze proposal dated July 18, 2025. The cost of this Implementation will be $422,105.

3. Compensation and Fees: The one-time project costs and long term support of the change order modification will be **$2,983,505.** The costs are as follows:

**a. Core/SIT and ESS Costs:**

One-time project costs –Workforce Management Core and SIT

| Item | Description | Base Solution |
|---|---|---|
| 1 | Software Licenses | $642,358 |
| 2 | Implementation Services | $1,675,876 |
| 3 | Expenses | $89,000 |
| | Total (USD) | $ 2,407,234 |

Pricing Notes

- Software licenses are based on:
  - Adding 700 licenses for a total of up to 2000 employees

Long-term support costs for Workforce Management Core and SIT

| Item | Description | Cost (USD) |
|---|---|---|
| 1 | Year 1 Maintenance | $154,166 |

Long Term Support Notes:

- All subsequent maintenance renewal fees will be based on the operational characteristics of UTA at the time of renewal and subject to Trapeze's then-current pricing.

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One-time project costs – ESS Employee Information and Web-based Bidding

| Item | Description | Cost (USD) |
|---|---|---|
| 1 | Software Licenses | $113,385 |
| 2 | Implementation Services | $248,508 |
| 3 | Expenses | $33,000 |
| | **Total (USD)** | **$394,893** |

Pricing Notes

- Software licenses are based on:
  - Adding 700 licenses for a total of up to 2000 employees

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Long-term support costs for ESS Employee Information and Web-based Bidding

| Item | Description | Cost (USD) |
|---|---|---|
| 1 | Year 1 Maintenance | $27,212 |

Long Term Support Notes:

- All subsequent maintenance renewal fees will be based on the operational characteristics of UTA at the time of renewal and subject to Trapeze's then-current pricing.

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3. Term. There are no changes to the terms of the contract.

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

**UTAH TRANSIT AUTHORITY:**

Jay Fox
Executive Director

Alisha Garrett
Chief Enterprise Strategic Ofc

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

**TRAPEZE SOFTWARE GROUP INC.**

Signed by:
Tim Bigwood
DBB126B5ED494B5...
Tim Bigwood

Title GM

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**EXHIBIT A1**

## Statement of Work:

**Project:** Workforce management core functionality and sign-in terminal implementation for non-operator bargaining employees (Req: 15940)

**Date:** July 18, 2025

## 1. Introduction

UTA intends to implement a Workforce management solution for non-operator bargaining employees including:

- Maintenance – Rail
- Maintenance – Bus (including Paratransit)
- Maintenance – MOW
- Facilities
- Parts Clerk / Carrier
- Rail Supervisor / Controller
- Train Host

Scope includes core workforce management functions such as employee management, bidding, dispatch, workforce management, timekeeping and sign-in terminal.
Employee Self-Service is optional and not included in this SOW.

## 2. Project Objectives

- Deploy workforce management software and sign in terminals for non-operator bargaining employees.
- Ensure integration with existing payroll and HR systems.
- Provide training and support for UTA staff to manage and operate the solution.

## 3. Implementation Phases

- Phase 1: Initiation – Kick-off meeting, objectives, preliminary schedule.
- Phase 2: Planning & Design – Review processes, configure test environment, develop Design Document.
- Phase 3: Execution – Finalize configurations, internal testing, timekeeping dry-run.
- Phase 4: Training & Acceptance Testing – Train-the-trainer, acceptance and payroll testing.
- Phase 5: Deployment – Migrate to production, parallel testing, go-live support.

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- Phase 6: Closure – Transition to long-term support and finalize documentation.

## 4. Responsibilities

- UTA: Provide PM and SMEs, prepare environments, conduct training and testing, procure hardware.
- Implementation Team: Configure and install software, provide training and support, deliver documentation.

## 5. Deliverables

- Kick-off presentation and preliminary schedule.
- Design Document (finalized and approved).
- Configured software in test and production environments.
- Training agendas and user guides.
- Cutover plan and go-live support.

## 6. Project Duration

- Estimated timeline: 16 months from project kick-off to completion.

## 7. Resource Requirements

- Project Manager: ~40% allocation throughout project.
- SMEs: 60% during design, 100% during training/testing/deployment.
- System Administrators: 25% during installation/testing, 100% during admin training.
- End Users/Testers: 75% during testing.

## 8. Assumptions

- On-premises implementation using Microsoft SQL database.
- No historical data migration included.
- Hardware procurement and installation by UTA.
- Organizational Change Management is out of scope.
- Sign in terminal configuration includes up to 15 terminals.

Docusign Envelope ID: 6F66A34A-936F-45D5-822D-D846415226DF

**EXHIBIT A2**

# Statement of Work:

**Project:** Employee self-service information and web-based bidding solution for non-operator bargaining employees (Req: 15941)

**Date:** July 18, 2025

## 1. Introduction

UTA intends to implement a Employee self-service information and web-based bidding solution for non-operator bargaining employees including:

- Maintenance – Rail
- Maintenance – Bus (including Paratransit)
- Maintenance – MOW
- Facilities
- Parts Clerk / Carrier
- Rail Supervisor / Controller
- Train Host

## 2. Purpose and Objectives

The purpose of this Statement of Work is to define the scope, deliverables, and requirements for implementing an employee self-service platform that includes employee information management and web-based bidding functionality for non-operator bargaining employees. The objective is to enhance workforce management efficiency, improve transparency, and provide employees with accessible tools for scheduling and bidding.

## 3. Scope of Work

The solution will include:

- Employee Information Management: Secure access for employees to view and update personal and employment-related data.
- Web-Based Bidding: Functionality for employees to participate in shift or work assignment bidding through an online interface.
- Integration: Compatibility with existing payroll, scheduling, and HR systems.
- User Access: Role-based permissions for employees, supervisors, and administrators.

## 4. Functional Requirements

- Ability for employees to log in securely and access personal information.

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- Online bidding process with configurable rules (e.g., seniority, qualifications, collective bargaining agreement).
- Real-time updates and notifications for bidding results.
- Administrative tools for managing bidding cycles and employee data.

## 5. Technical Requirements

- Web-based application accessible via standard browsers and mobile devices.
- Compliance with UTA security and data privacy standards.
- Integration with existing enterprise systems using industry-standard APIs.
- Scalable architecture to support future enhancements.

## 6. Deliverables

- Detailed project plan and timeline.
- Configured employee self-service and bidding solution.
- Integration with UTA systems.
- User training and documentation.
- Post-implementation support for a defined period.

## 7. Acceptance Criteria

- Successful deployment of employee self-service and bidding functionality.
- Verified integration with existing systems.
- Completion of user training and documentation.
- Approval from UTA project stakeholders.

## 8. Assumptions and Constraints

- UTA will provide access to necessary systems and data.
- Project timelines are contingent on timely stakeholder approvals.
- Any changes to scope may impact cost and schedule.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Ann Green-Barton, Chief People Officer
**PRESENTER(S):** Ann Green-Barton, Chief People Officer
JD Tazoi, Director of Total Rewards
**TITLE:**

**Change Order: Onsite Wellness Clinic Services Amendment No. 5 - Contract Extension and Increase to Not-to-Exceed (CareATC, Inc.)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute Change Order 5 and associated disbursements with CareATC to extend the current contract term to February 28, 2026 and increase the not-to-exceed amount by $320,000.

**BACKGROUND:**
On October 25, 2018, the Board of Trustees approved a 5-year contract starting on January 1, 2019 with CareATC to provide onsite health and wellness services for administrative and Amalgamated Transit Union (ATU) represented bargaining unit employees through the CareATC clinics.

On December 20, 2023, the Board of Trustees approved Change Order 3, which extended the contract term to December 31, 2025, and added an additional $3,600,000 to the base contract value of $7,000,000, and a separate $1,500,000 to cover the increase in clinic utilization and pass-through costs incurred during the initial contract term, bringing the total contract value to $12,100,000 at that time.

On May 28, 2025, the Board of Trustees approved Change Order 4, which increased the not-to-exceed amount of the contract by $258,967.86 to cover additional monthly pass-through costs for services provided and to furnish and provide services at the Mt. Timpanogos health suite, bringing the total contract value to $12,358,967.86.

**DISCUSSION:**
The current contract with CareATC expires on December 31, 2025. UTA completed the RFP process to

reprocure onsite health and wellness clinic services, and the evaluation of proposals submitted is currently underway to award a new contract. An extension to the current contract to February 28, 2026 is requested to allow time to finalize the RFP process, award a new contract, and complete service transition if needed. The additional not-to-exceed amount of $320,000 covers the additional monthly fixed and pass-through costs for the contract extension period (January - February 2026).

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | CareATC |
| **Contract Number:** | 18-02789-05 |
| **Base Contract Effective Dates:** | January 1, 2019 through December 31, 2025 |
| **Extended Contract Dates:** | January 1, 2026 through February 28, 2026 |
| **Existing Contract Value:** | $12,358,967.86 |
| **Amendment Amount:** | $320,000.00 |
| **New/Total Contract Value:** | $12,678,967.86 |
| **Procurement Method:** | N/A |
| **Budget Authority:** | Approved 2026 Operating Budget |

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**ALTERNATIVES:**

Stop offering onsite clinic services while we reprocure and award a new contract to provide these services.

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**FISCAL IMPACT:**

These costs are programmed in the 2026 Operations Budget.

2026 Contract Total: $320,000

Total not-to-exceed value for the contract: $12,678,967.86

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**ATTACHMENTS:**

- Change Order: Onsite Wellness Clinic Services Amendment No. 5 - Contract Extension and Increase to Not-to-Exceed (CareATC, Inc.)

Docusign Envelope ID: EFF297DE-820F-4F07-969E-73E1B93BB119

# FIFTH AMENDMENT
# TO
# CLINIC SERVICE AGREEMENT
# UTA Contract 18-02789TP

This Fifth Amendment to Clinic Service Agreement (this "Fifth Amendment"), effective as of January 1, 2026 ("Amendment Effective Date"), is an amendment to the Clinic Service Agreement, dated as of October 4, 2018 and as subsequently amended (the "Agreement") by and between CareATC, Inc. ("CareATC") and Utah Transit Authority ("Client"). Together CareATC and Client may be referred to as the "Parties."

WHEREAS, Client and CareATC entered into the Agreement, pursuant to which CareATC provides Covered Services through its private medical clinics to Client for the benefit of eligible employees and other eligible participants; and

WHEREAS, Client and CareATC desire to amend the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and in the Agreement, Client and CareATC agree as follows:

1. **Additional 2026 Expenses:** The additional funds are added to the contract for a two-month extension period ending February 28, 2026, as follows:

    a. Clinic Fees (TIMP): $225,484.00
    b. Health Coaching Fees: $8,323.20
    c. Additional Pass-Through Costs: $85,000.00
    d. Additional PHA Events and PHA Test Costs: $1,192.80

    The total amount of the increase is $320,000.00

2. **Not To Exceed (NTE) Amounts.** The Parties acknowledge that the increases above will require an increase to the NTE amount as listed below.
    a. *Fixed Monthly Expenses*
    The increases listed will increase the NTE for the Fixed Monthly Expenses (Flat Clinic Fees and Coaching Fee) by an additional $8,323.20 and $225,484.00. Therefore, the NTE is increased from $2,723,003.00 by $8,323.20 and $225,484.00 to a new NTE amount of $2,956,810.20 for the total contract extension period from January 1, 2024 through February 28, 2026.

    b. *Pass-Through Expenses*
    The increases listed above will increase the NTE for the Pass-Through Expenses, Additional PHA Events and PHA Test Costs by an additional $85,000.00 and $1,192.80. Therefore, the NTE is increased from $1,135,964.86 by $85,000.00 and $1,192.80 to a new NTE of $1,222,157.66 for the total contract extension period.

    c. *Total NTE Value*
    It is therefore understood and agreed that the total contract extension period from January 1, 2024 through February 28,2026 is increased by $320,000.00 from $3,858,967.86 to a new Not-to-Exceed amount of $4,178,967.86.

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3. Except as amended by this Fifth Amendment, all terms, provisions and conditions of the Agreement, as amended, remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Amendment Effective Date.

**CareATC, Inc.**

Signed by:
Jeff Mazzoni
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By: Jeff Mazzoni
Title: Chief Financial Officer
Date: 12/10/2025

**Utah Transit Authority**

By: Jay Fox
Title: Executive Director
Date:

By: Ann Green-Barton
Title: Chief People Officer

***Approved as to form***

DocuSigned by:
Mike Bell
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12/10/2025

By: Mike Bell
UTA Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**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**

- **Mt. Ogden Administration Building Construction**
- **Consultant Services For Long Range Transit Plan**

**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:**

- ***Mt. Ogden Administration Building Construction***

The Capital Design and Construction Department is seeking a contractor to construct a new administration building on the UTA Mt. Ogden Campus.

The work consists of partial demolition of two of the existing bus canopies, construction of additional bus parking and canopy west of the existing bus parking, construction of a new administration building, landscaping, employee parking, and utilities to serve the new building and canopy.

This procurement will be conducted as a Request for Proposal (RFP), where technical criteria will be evaluated and scored in addition to price. Construction will start in 2026 and be completed before the end of 2028. Funding for this project is included in the 2025 approved Capital Projects budget for Project MSP258 - Mt. Ogden Administration Building.

(Req #16272, PM-David Osborn)

- ***Consultant Services For Long Range Transit Plan***

The Planning and Engagement Department is seeking a consultant to lead the development of the 2027-2055 Long-Range Transit Plan (LRTP), which will guide major transit investments over the next three decades. This plan is needed to evaluate current and future transit needs, incorporate extensive public and stakeholder input, reassess and prioritize projects, and ensure that UTA's long-term vision aligns with regional growth, funding realities, and federal/state planning requirements.

The selected consultant will draft, finalize, and package the LRTP, support review and adoption by UTA leadership and regional partners, and deliver all final data, maps, and documentation for UTA's long-term use.

The term of this contract will be two years with the LRTP due from the consultant by July 2026. This procurement will be conducted as a Request for Proposal (RFP), and funding for this project is included in the approved 2026 Operating Expense budget.

(Req #16152, Alex Beim)

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**ATTACHMENTS:**

N/A

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Fare Agreement: 2025/26 Ski Bus Pass Agreement (Solitude Mountain Ski Area, LLC)**

**AGENDA ITEM TYPE:**
Service or Fare Approval

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute the 2025/26 Ski Bus Pass Agreement with Solitude Mountain Ski Area, LLC, as presented.

**BACKGROUND:**
UTA and Solitude Mountain Ski Area, LLC ("Solitude") have a longstanding relationship. For many years, UTA and Solitude have contracted together to provide transit service to employees and ski passholders.

**DISCUSSION:**
UTA desires to continue this relationship with Solitude by entering into a new Ski Bus Pass Agreement for the 2025/26 ski season. UTA will continue to invoice Solitude based on the monthly ridership counts using UTA's Electronic Fare Collection (EFC) ridership counting system.

Each resort has the option to choose one of two billing methods for its season passholders and employees, Daily with Adjustments and Daily with Weekly Cap. The Daily with Adjustments sets the daily fare rate to $8.00 per authorized rider for ski bus service and local service. The Daily with Weekly Cap limits the daily accumulated fare for the week to $28.00 per authorized rider and requires 100% pass participation by the selected user group. Solitude has selected the Daily with Weekly Cap pricing option for their season pass holders and their employees.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Solitude Mountain Ski Area, LLC |
| **Contract Number:** | 25-F28231 |
| **Base Contract Effective Dates:** | December 17, 2025 - May 31, 2026 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated to be $190,000 in revenue |
| **Procurement Method:** | Non-Procurement Agreement |
| **Budget Authority:** | N/A |

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**ALTERNATIVES:**

Do not enter an agreement with Solitude and renegotiate the contract terms

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**FISCAL IMPACT:**

Revenue is estimated to be $190,000

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**ATTACHMENTS:**

- Fare Agreement: 2025/26 Ski Bus Pass Agreement (Solitude Mountain Ski Area, LLC)

Docusign Envelope ID: 381133D8-95AE-4ED9-B322-55DE1AE6AE6D

UTA Contact Number: 25-F28231

**SKI BUS PASS AGREEMENT**
SOLITUDE MOUNTAIN SKI AREA, LLC
2025-2026

This PASS AGREEMENT is made this 17th day of December 2025, between the **UTAH TRANSIT AUTHORITY,** a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SOLITUDE MOUNTAIN SKI AREA, LLC,** ("Administrator").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

**DEFINITIONS**

A. The term **"Authorized User"** means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.

B. The term **"Local Service"** means regular fixed route bus, bus rapid transit, Microtransit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways, and/or TRAX/Streetcar stations.

C. The term **"Pass"** means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

D. The term **"Shuttle Service"** means travel between the ski resorts. Big Cottonwood shuttle means travel between Brighton and Solitude. Little Cottonwood shuttle means travel between Alta and Snowbird.

E. The term **"Ski Bus Service"** means public transit service in Big and Little Cottonwood Canyons on routes and schedules determined by the Authority. This includes both services provided by and contracted by UTA.

**TERMS AND CONDITIONS**

1. **TERM.** This Pass Agreement shall begin on the date stated above and end May 31, 2026.

2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non-transferrable.

Docusign Envelope ID: 381133D8-95AE-4ED9-B322-55DE1AE6AE6D

Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.

3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced within 30 days of receipt of an invoice. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from the payment due date. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

   A. **Daily with Adjustments.** UTA shall issue Administrator an invoice for actual Pass usage each month within seven days after the month ends. Administrator agrees to pay $8.00 for each day the Authorized User travels on UTA Ski Bus Service and Local Service. Administrator agrees to pay $5 for each day the Authorized User travels on Local Service and does not travel on UTA Ski Bus Service. The billable ski days on the invoice will be reduced by 4% to account for missing shuttle trips. Administrator agrees to pay a reduced rate of $4.00 for an agreed upon # of billable ski days. Administrator may elect to add FrontRunner service to an Authorized User's Pass by submitting a bulk import file. For Passes with FrontRunner service Administrator agrees to pay the public fare rate of those trips in addition to the daily Ski Bus Service or Local Service fare rates. No transfer credits will be applied to the FrontRunner fare.

   B. **Daily with Weekly Cap.** UTA shall issue Administrator an invoice for actual Pass usage as described in 4A above, not to exceed $28 per week per Authorized User, each month within seven days after the month ends. The weekly cap is only extended to Users who are either employees or season pass holders. The weekly cap also excludes FrontRunner fares.

      i. Fares will be determined by the Authority using UTA's EFC system. Passes that are not identified as Season Pass Holder or Employee will be billed at the daily rate described in Section 4A above.

   C. **Shuttle Service.** Shuttle service will be excluded from an Administrator's monthly billing when a rider taps on and off when travelling between resorts.

   D. **Ikon Passes.** Use of passes designated as "Ikon" in the property fields in the electronic fare system, shall be billed to each resort. Administrator agrees to pay for trips by Ikon

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pass holders to travel to the Administrator's resort. Ikon pass holders shall be considered as season pass holders for fare calculation purposes.

5. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator provided card, UTA will return it to Administrator.

6. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly.

7. **REPORTING**

   A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."

   B. **Ridership Data.** Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily usage on Ski Bus Service during the preceding month.

   C. **Additional Ridership Data.** Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

   D. **Administrator Data.** Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

   E. **Monthly Reporting.** The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.

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8. **CONGESTION MITIGATION.** Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.

9. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

10. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

11. **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 agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

12. **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 attorneys' fees and court costs shall be paid by the non-prevailing party.

13. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. 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.

**If to:**

| | | |
|---|---|---|
| Administrator: | Solitude Mountain Ski Area LLC | Utah Transit Authority: |
| Name: | Steven Holtey | Jordan Eves |
| Address: | 12000 E. Big Cottonwood Canyon | 669 West 200 South |
| | Brighton, UT 84121 | Salt Lake City, Utah 84101 |
| Phone: | 801-536-5727 | 801-638-8805 |
| Email: | s.holtey@solitudemountain.com | JEves@rideuta.com |

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

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13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.

14. **NON-DISCRIMINATION**. Administrator agrees that it 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.

15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement.

16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

19. **GOVERNING LAW**. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

21. **NO PRECEDENT**. Both Parties acknowledge that this agreement is applicable only until May 31, 2026, and that a new agreement including new terms and conditions will need to be

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negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

**IN WITNESS WHEROF,** the undersigned parties have executed this Agreement the date and year above written.

**SOLITUDE MOUNTAIN SKI AREA, LLC**

By: DocuSigned by: Steve Holtey 4B94BDB8F7FE4B2... Date: 11/25/2025

Name: Steve Holtey

Title: V.P. Finance

**UTAH TRANSIT AUTHORITY**

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

**Approved as to Form**

By: Signed by: D. James Morgan B720C03671B4489... Date: 11/26/2025

Name: D. James Morgan

Title: Assistant Attorney General

Docusign Envelope ID: 381133D8-95AE-4ED9-B322-55DE1AE6AE6D

**EXHIBIT A**

Pass Program Account Setup

**Section 1: Partner Information**

Administrator: Solitude Mountain Ski Area LLC

Address: 12000 E. Big Cottonwood Canyon

City, State, Zip: Brighton, UT 84121

**Section 2: Contact Information**

Contact Name: Steven Holtey

Title: VP Finance

Phone: 801-536-5727

Email: s.holtey@solitudemountain.com

**Section 3: Designated Transit Coordinator**

*(For additional coordinator, please submit names and email address to efcoperations@rideuta.com)*

Contact Name: Grace Dumas

Title: Sr. Manager, Tickets and Guest Services

Phone: 801-536-5782

Email: g.dumas@solitudemountain.com

**Section 4: Billing Information**

A/P Contact: Steven Holtey

Title: VP Finance

Phone: 801-536-5727

Email: s.holtey@solitudemountain.com

| **Method** (Check One) | | **Email or Mailing Address** |
|---|---|---|
| ☒ Email | ☐ Mail | s.holtey@solitudemountain.com |

| **Payment Type** (Check One) | | |
|---|---|---|
| ☐ ACH | ☐ Wire | ☒ Check |

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## Section 5: Programs and Pricing

☐ **Daily with Adjustments**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage, see section 4A for additional details.*

*Please indicate below the authorized user group or groups that will be participating in the program:*

☐ **Season Pass Holders**

☐ **Employees**

☐ **Daily with Weekly Cap**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage not to exceed a weekly cap of $28 per week per authorized user, see section 4B for additional details. Requires 100% participation by season pass holders and/or 100% participation by employees.*

*Please indicate below the authorized user group or groups that will be participating in the program:*

☒ **Season Pass Holders**

☒ **Employees**

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Fare Agreement: 2025/26 Ski Bus Pass Agreement (Brighton Resort)**

**AGENDA ITEM TYPE:**
Service or Fare Approval

**RECOMMENDATION:**
Approve contract and authorize the Executive Director to execute the 2025/2026 Ski Bus Pass Agreement as presented.

**BACKGROUND:**
UTA and Brighton Resort ("Brighton") have a longstanding relationship. For many years, Brighton and UTA have contracted together to provide transit service to employees and ski passholders.

**DISCUSSION:**
UTA desires to continue this relationship with Brighton by entering into a new Ski Bus Pass Agreement for the 2025/26 ski season.

UTA will continue to invoice Brighton based on the monthly ridership counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Each resort has the option to choose one of two billing methods for its season passholders and employees, Daily with Adjustments and Daily with Weekly Cap. The Daily with Adjustments sets the daily fare rate to $8.00 per authorized rider for ski bus service and local service. The Daily with Weekly Cap limits the daily accumulated fare for the week to $28.00 per authorized rider and requires 100% pass participation by the selected user group. Brighton has elected the Daily with Adjustments option for their season pass holders and the Daily with Weekly Cap for their employees.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Brighton Resort |
| **Contract Number:** | 25-F28313 |
| **Base Contract Effective Dates:** | December 17, 2025 - May 31, 2026 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated $288,500 |
| **Procurement Method:** | Non-Procurement Agreement |
| **Budget Authority:** | N/A |

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**ALTERNATIVES:**

Do not enter an agreement with Brighton and renegotiate the contract terms

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**FISCAL IMPACT:**

Revenue is estimated to be $288,500

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**ATTACHMENTS:**

- Fare Agreement: 2025/26 Ski Bus Pass Agreement (Brighton Resort)

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UTA Contract Number: 25-F28313

# SKI BUS PASS AGREEMENT

BRIGHTON RESORT

2025-2026

THIS PASS AGREEMENT is made this 17th day of December 2025, between the **UTAH TRANSIT AUTHORITY,** a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **BRIGHTON RESORT,** ("Administrator").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

## DEFINITIONS

A. The term **"Authorized User"** means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.

B. The term **"Local Service"** means regular fixed route bus, bus rapid transit, Microtransit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways, and/or TRAX/Streetcar stations.

C. The term **"Pass"** means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

D. The term **"Shuttle Service"** means travel between the ski resorts. Big Cottonwood shuttle means travel between Brighton and Solitude. Little Cottonwood shuttle means travel between Alta and Snowbird.

E. The term **"Ski Bus Service"** means public transit service in Big and Little Cottonwood Canyons on routes and schedules determined by the Authority. This includes both services provided by and contracted by UTA.

## TERMS AND CONDITIONS

1. **TERM.** This Pass Agreement shall begin on the date stated above and end May 31, 2026.

2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non- transferrable.

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Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.

3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

   A. **Daily with Adjustments.** UTA shall issue Administrator an invoice for actual Pass usage each month within seven days after the month ends. Administrator agrees to pay $8.00 for each day the Authorized User travels on UTA Ski Bus Service and Local Service. Administrator agrees to pay $5 for each day the Authorized User travels on Local Service and does not travel on UTA Ski Bus Service. The billable ski days on the invoice will be reduced by 4% to account for missing shuttle trips. Administrator agrees to pay a reduced rate of $4.00 for an agreed upon # of billable ski days. Administrator may elect to add FrontRunner service to an Authorized User's Pass by submitting a bulk import file. For Passes with FrontRunner service Administrator agrees to pay the public fare rate of those trips in addition to the daily Ski Bus Service or Local Service fare rates. No transfer credits will be applied to the FrontRunner fare.

   B. **Daily with Weekly Cap.** UTA shall issue Administrator an invoice for actual Pass usage as described in 4A above, not to exceed $28 per week per Authorized User, each month within seven days after the month ends. The weekly cap is only extended to Users who are either employees or season pass holders. The weekly cap also excludes FrontRunner fares.

      i. Fares will be determined by the Authority using UTA's EFC system. Passes that are not identified as Season Pass Holder or Employee will be billed at the daily rate described in Section 4A above.

   C. **Shuttle Service.** Shuttle service will be excluded from an Administrator's monthly billing when a rider taps on and off when travelling between resorts.

   D. **Ikon Passes.** Use of passes designated as "Ikon" in the property fields in the electronic fare system, and normally paid for by Solitude Ski Resort, shall be billed to each resort. Administrator agrees to pay for trips by Ikon pass holders to travel to the

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Administrator's resort. Ikon pass holders shall be considered as season pass holders for fare calculation purposes.

5. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator provided card, UTA will return it to Administrator.

6. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly

7. **REPORTING.**

   A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."

   B. **Ridership Data.** Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily usage on Ski Bus Service during the preceding month.

   C. **Additional Ridership Data.** Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

   D. **Administrator Data.** Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

   E. **Monthly Reporting.** The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.

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8. **CONGESTION MITIGATION.** Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.

9. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

10. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

11. **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 agreement or special arrangements contrary to or in addition to the terms and conditions as stated herein.

12. **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 attorneys' fees and court costs shall be paid by the non-prevailing party.

13. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. 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.

**If to:**

| | | |
|---|---|---|
| Administrator: | Brighton Resort LLC | Utah Transit Authority: |
| Name: | Mike Doyle | Jordan Eves |
| Address: | 8302 Brighton Loop Rd | 669 West 200 South |
| | Brighton UT 84121 | Salt Lake City, Utah 84101 |
| Phone: | 801-891-2005 | 801-638-8805 |
| Email: | mike.doyle@brightonresort.com | jeves@rideuta.com |

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

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14. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.

15. **NON-DISCRIMINATION.** Administrator agrees that it 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.

16. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.

17. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

18. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

19. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

20. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

21. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

22. **NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2026, and that a new agreement including new terms and conditions will need to be

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negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

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**IN WITNESS WHEROF,** the undersigned parties have executed this Agreement the date and year above written.

**BRIGHTON RESORT**

By: _____ Date: 11/21/25

Name: Michael A Doyle

Title: President / General Manager

**UTAH TRANSIT AUTHORITY**

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

**Approved as to Form**

Signed by:

By: D. James Morgan Date: 11/24/2025

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Name: D. James Morgan

Title: Assistant Attorney General

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# EXHIBIT A

Pass Program Account Setup

**Section 1: Partner Information**

Administrator: Brighton Resort LLC

Address: 8302 Brighton Loop Rd

City, State, Zip: Brighton UT 84121

**Section 2: Contact Information**

Contact Name: Mike Doyle

Title: President/General Manager

Phone: 801-891-2005

Email: mike.doyle@brightonresort.com

**Section 3: Designated Transit Coordinator**

*(For additional coordinator, please submit names and email address to efcoperations@rideuta.com)*

Contact Name: Dave Farmer

Title: Area Supervisor

Phone: 801-891-3117

Email: dfarmer@brightonresort.com

**Section 4: Billing Information**

A/P Contact: Soraya Majjan-Keith

Title: Accounts Payable

Phone: 801-532-4731 Ext 106

Email: accounts@brightonresort.com

| **Method** (Check One) | | **Email or Mailing Address** |
|---|---|---|
| ☒ Email | ☒ Mail | accounts@brightonresort.com |

| **Payment Type** (Check One) | | |
|---|---|---|
| ☐ ACH | ☐ Wire | ☒ Check |

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## Section 5: Programs and Pricing

DS MD 11/24/2025

☒ **Daily with Adjustments**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage, see section 4A for additional details.*

*Please indicate below the authorized user group or groups that will be participating in the program:*

DS MD 11/24/2025

☒ **Season Pass Holders**

☐ **Employees**

☒ **Daily with Weekly Cap**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage not to exceed a weekly cap of $28 per week per authorized user, see section 4B for additional details. Requires 100% participation by season pass holders and/or 100% participation by employees.*

*Please indicate below the authorized user group or groups that will be participating in the program:*

☐ **Season Pass Holders**

☒ **Employees**

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Fare Agreement: 2025/26 Ski Bus Pass Agreement (Snowbasin Resort LLC)**

**AGENDA ITEM TYPE:**
Service or Fare Approval

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute the 2025/26 Ski Bus Pass Agreement with Snowbasin Resort LLC.

**BACKGROUND:**
Snowbasin Resort LLC ("Snowbasin") operates a ski resort situated in Ogden Valley and wishes to participate in UTA's pass program. UTA has partnered with Snowbasin in the past and both parties desire to enter into another agreement for the 2025/26 ski season.

**DISCUSSION:**
Under this agreement, Snowbasin will pay for each trip taken by its authorized users using the base one-way ski fare, discounted twenty (20) percent. Trip count will be determined by UTA's electronic fare card ("EFC") data from route 675. The estimated value of this contract is $86,516 based on last year's ridership.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Snowbasin Resort LLC |
| **Contract Number:** | 25-F28315 |
| **Base Contract Effective Dates:** | November 12, 2025 - April 11, 2026 |
| **Extended Contract Dates:** | N/A |

| | |
|---|---|
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | Estimated revenue of $86,516 |
| **Procurement Method:** | Non-Procurement |
| **Budget Authority:** | N/A |

**ALTERNATIVES:**

Do not enter into an agreement with Snowbasin and forego revenue and ridership

**FISCAL IMPACT:**

The estimated value of the 2025-26 Snowbasin contract is $86,516 in revenue to UTA.

**ATTACHMENTS:**

Fare Agreement: 2025/26 Ski Bus Pass Agreement (Snowbasin Resort LLC)

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Docusign Envelope ID: 5C38831B-FB91-4AE9-BB83-FDE591B1291E

UTA Contact Number: 25-F28315

**SKI BUS PASS AGREEMENT**
Snowbasin Resort, LLC
2025-2026

This Ski Bus Pass Agreement ("Agreement") is made effective this 17th day of December 2025, between the **UTAH TRANSIT AUTHORITY,** a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SNOWBASIN RESORT, LLC,** ("Administrator").

## RECITALS

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort situated in Ogden Valley, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

## DEFINITIONS

A. The term **"Authorized User"** means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.

B. The term **"Pass"** means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

C. The term **"Ski Bus Service"** means seasonal public transit service on routes and schedules determined by the Authority which operate during winter change day.

## TERMS AND CONDITIONS

1. **TERM.** This Agreement shall begin on the date stated above and end April 11, 2026.

2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non-

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transferable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting. UTA agrees that the number of Passes issued by Administrator is confidential and proprietary information and will be held by UTA in a confidential manner and will not be disclosed to any third party, unless such disclosure is made pursuant to a request made under the Government Records Access and Management Act.

3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **NON-TRANSFERRABLE.** A Pass is not transferable.

5. **ISSUING PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User

6. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay UTA monthly. Payment is calculated using the base one-way fare for each trip per the service type authorized in Exhibit B for each trip during the preceding month, which shall be discounted by 20% based on Administrator's commitment to transit. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

7. **CALCULATION OF FARES.** Payment of fares shall be calculated as follows:
   a. The number of trips each month is determined by UTA's Electronic Fare Collection system. The applicable base one-way fare will be applied to each trip, see Exhibit B. The trip count only applies to route ~~677~~ 675. Initial DR
   b. UTA reserves the right to charge a fare based on a two-month trailing average of trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as determined by UTA in UTA's sole discretion.
   c. The base-one way fare rates are the rates posted on UTA's website www.rideuta.com and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The base-one way fare rate will be charged at the rate in effect at the time of the Trip.
   d. For avoidance of doubt, UTA shall only charge fares under this Agreement that fall within the "Ski Service" category set forth in Exhibit B.

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8. **INVOICES.** UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the amount of applicable discount. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.

9. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator provided card, UTA will return it to Administrator.

10. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine unused Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement if requested by UTA.

11. **REPORTING**

A. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."

B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily usage on Ski Bus Service during the preceding month.

C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

D. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the

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UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

E. Monthly Reporting. The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.

12. **CONGESTION MITIGATION.** Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski buses from ski resort parking lots.

13. **SKI BUS SERVICE.** UTA agrees to operate ski bus service on schedules and routes determined by UTA. Details can be found on UTA's website at www.rideuta.com/schedules. UTA reserves the right to adjust the schedule according to its operational needs as determined by UTA in its sole discretion.

14. **TERMINATION OF AGREEMENT.** This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least sixty (60) days prior to termination date.

15. **THIRD PARTY INTERESTS.** No person who is not a party to this Agreement shall have any rights or entitlements of any nature under it.

16. **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 agreement or special arrangements contrary to or in addition to the terms and conditions stated herein.

17. **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 attorneys' fees and court costs shall be paid by the non-prevailing party.

18. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. 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.

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**If to:**

| | | |
|---|---|---|
| Administrator: | Snowbasin Resort LLC | Utah Transit Authority: |
| Name: | Davy Ratchford | ATTN: Jordan Eves |
| Address: | 3925 E Snowbasin Rd | 669 West 200 South |
| | Huntsville, UT 84050 | Salt Lake City, Utah 84101 |
| Phone: | 8018216169 | 801-287-4704 |
| Email: | Dratchford@snowbasin.com | jeves@rideuta.com |

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

13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.

14. **NON-DISCRIMINATION.** Administrator agrees that it 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.

15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable not only for amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.

16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

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17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

19. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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**IN WITNESS WHEROF,** the undersigned parties have executed this Agreement on the date and year above written.

**SNOWBASIN RESORT, LLC**

By: Signed by: Davy Ratchford D25DE1F876A942E... 11/21/2025

Signature Date

Print Name: Davy Ratchford

Print Title: General Manager

Approved As To Form:

Signed by: D. James Morgan B720C0367 1B4489...

UTA Legal Counsel

**UTAH TRANSIT AUTHORITY**

By: _____

Signature Date

Print Name: _____

Print Title: _____

By: _____

Signature Date

Print Name: _____

Print Title: _____

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**EXHIBIT A**

Pass Program Account Setup

**Section 1: Partner Information**

Administrator: Snowbasin

Address: 3925 E Snowbasin Rd

-

City, State, Zip: Huntsville, UT 84317

**Section 2: Contact Information**

Contact Name: Eric Ahern

Title: Base Area Ops

Phone: 8016201000

Email: Eahern@snowbasin.com

**Section 3: Designated Transit Coordinator**

*(For additional coordinator, please submit names and email address to efcoperations@rideuta.com)*

Contact Name: -

Title: -

Phone: -

Email: -

**Section 4: Billing Information**

A/P Contact: Cynthia Morgan

Title: AP

Phone: 8016201000

Email: Cmorgan@snowbasin.com

| **Method** (Check One) | | **Email or Mailing Address** |
|---|---|---|
| ☐ Email | ☒ Mail | Cmorgan@snowbasin.com |

| **Payment Type** (Check One) | | |
|---|---|---|
| ☐ ACH | ☐ Wire | ☐ Check |

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## EXHIBIT B

Base One-Way Fare Schedule and Authorized UTA Services

| Service Type | Regular Bus | TRAX Light Rail | Streetcar Light Rail | FrontRunner Commuter Rail | Express Bus | Ski Service |
|---|---|---|---|---|---|---|
| Base One-Way Fare *(Applicable to each trip)* | $2.50 | $2.50 | $2.50 | $2.50 – $9.70 | $5.00 | $5.00 |

| **Frontrunner Base Fare (includes 1 station)** | **Each Additional Station** | **Maximum Fare from Provo to Ogden** |
|---|---|---|
| $2.50 | $.60 | $9.70 |

Fares on the Base Fare Schedule change periodically, and these fares may change during the term of this Agreement. See UTA's website www.rideuta.com for additional information.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

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

**TITLE:**

**Fare Agreement: 2025/26 Ski Bus Pass Agreement (Davis County)**

**AGENDA ITEM TYPE:**
Service or Fare Approval

**RECOMMENDATION:**
Authorize the Executive Director to enter into a ski bus pass agreement with Davis County.

**BACKGROUND:**
Davis County and Snowbasin Resort LLC ("Snowbasin") recognize the value of public transit and desire to support public transit for individuals traveling to the Snowbasin ski resort. UTA bus route 677 connects passengers from the Layton FrontRunner station in Davis County to Snowbasin ski resort.

**DISCUSSION:**
Under this agreement, Davis County will pay for Snowbasin employees and season pass holders riding UTA route 677 who tap an electronic fare card ("EFC") associated with Snowbasin. The contract price was determined using historical data to project ridership for the coming season and providing Davis County with a twenty (20) percent discount off the published fare rates. The contract is based on a fixed amount of $49,213.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Davis County |
| **Contract Number:** | 25-F28324 |
| **Base Contract Effective Dates:** | November 12, 2025 through April 11, 2026 |
| **Extended Contract Dates:** | N/A |

| | |
|---|---|
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | $49,213 |
| **Procurement Method:** | Non-procurement agreement |
| **Budget Authority:** | N/A |

**ALTERNATIVES:**

Do not enter into an agreement with Davis County and allow individuals to pay for fare.

**FISCAL IMPACT:**

Revenue for this agreement is $49,213.

**ATTACHMENTS:**

2025-12-03_Ski Bus Agreement (Davis County)_Contract

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# Board of Davis County Commissioners

## AGENDA ITEM SUMMARY

**Agenda Item Type:** Agenda Item
**Department:** Community & Economic Development - Economic Development
**Presenter:** Kent Andersen, Director
**Agenda Item:** Approval of an Agreement with Utah Transit Authority (UTA) for Snowbasin Ski Bus Pass Program Replacing Contract #2025-1216

**Financial Information:**

- Type: Payable
- Amount: $49,213.00

**Terms:**

- Beginning Date: 12/17/2025
- Ending Date: 04/11/2026

**Additional Financial Terms:**

- GL Account Number: 2215435-540274
- Davis County Match: N/A
- Note: **This item was previously approved on 11/18/2025, but the start date listed in the agreement was changed at the request of UTA to December 17 instead of November 12.**
- Details: The ski bus service provides free fares to employees and season pass holders of Snowbasin for the 2025-2026 season (through April 11). Layton City and Snowbasin are equal financial partners and will have separate reimbursement agreements with the County. They will contribute $16,404.00 each, resulting in the County's final contribution of $16,405.00, paid for using "4th Quarter" transportation sales tax revenues.

**Attachments:**

1. Davis County UTA Ski Bus Agreement 2025-2026

**2025-1243**

Submitted by: David Mitchell, Transportation Planner
Requested meeting date: 11/25/2025

This page has been added for processing purposes & is not a part of the following legal document.

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UTA Contact Number: 25-F28324

**SKI BUS PASS AGREEMENT**

Davis County

2025-2026

This Ski Bus Pass Agreement ("Agreement") is made effective this 17th day of December 2025, between the **UTAH TRANSIT AUTHORITY,** a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **DAVIS COUNTY,** ("Administrator").

## RECITALS

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, and is authorized by State law to enter contracts; and

WHEREAS Administrator desires to support ski bus service to Snowbasin Ski Resort ("Snowbasin") and is willing to help with costs; and

WHEREAS Administrator desires to encourage individuals to ride the ski bus service and participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

## DEFINITIONS

A. The term **"Authorized User"** means Snowbasin's employees and season pass holders who have been issued a Pass in compliance with this Agreement.

B. The term **"Pass"** means a card issued by Snowbasin to an Authorized User under the terms of this Agreement for use on UTA's transit system.

C. The term **"Ski Bus Service"** means seasonal public transit service on routes and schedules determined by the Authority which operate during winter change day.

## TERMS AND CONDITIONS

1. **TERM.** This Agreement shall begin on the date stated above and end April 11, 2026.

2. **PASSES.** Snowbasin shall issue Passes for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only.

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3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **NON-TRANSFERRABLE.** A Pass is not transferable.

5. **ISSUING PASSES.** Snowbasin shall be solely responsible for issuing a Pass to an Authorized User

6. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay UTA the sum of forty-nine thousand, two hundred and thirteen dollars (49,213) on or before January 31st of the contract year. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

7. **INVOICE.** UTA shall invoice Administrator. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.

8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is a Snowbasin provided card, UTA will return it to Snowbasin.

9. **SKI BUS SERVICE.** UTA agrees to operate ski bus service on schedules and routes determined by UTA. Details can be found on UTA's website at www.rideuta.com/schedules. UTA reserves the right to adjust the schedule according to its operational needs as determined by UTA in its sole discretion.

10. **TERMINATION OF AGREEMENT.** This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to termination date.

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11. **THIRD PARTY INTERESTS.** No person who is 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 for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and conditions stated herein.

13. **COSTS AND ATTORNEY'S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.

14. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. 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.

**If to:**

| | | |
|---|---|---|
| Administrator: | Davis County | Utah Transit Authority: |
| Name: | ATTN: David Mitchell | ATTN: Jordan Eves |
| Address: | 61 S Main Street, Ste 304 | 669 West 200 South |
| | Farmington, UT 84101 | Salt Lake City, Utah 84101 |
| Phone: | 801-451-3276 | 801-287-4704 |
| Email: | dmitchell@daviscountyutah.gov | jeves@rideuta.com |

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

13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.

Docusign Envelope ID: BEB56B82-C069-4635-B5D3-976D1E1C7597

14. **NON-DISCRIMINATION**. Administrator agrees that it 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.

15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable not only for amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.

16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

19. **GOVERNING LAW**. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

Docusign Envelope ID: BEB56B82-C069-4635-B5D3-976D1E1C7597

**IN WITNESS WHEROF,** the undersigned parties have executed this Agreement on the date and year above written.

**DAVIS COUNTY**

By: Lorene Kamalu (Nov 25, 2025 14:35:39 MST) 11/25/2025

Signature Date

Print Name: Lorene Kamalu

Print Title: Commission Chair

Attest:

Brian McKenzie (Nov 25, 2025 15:13:09 MST) 11/25/2025

Signature Date

Print Name: Brian McKenzie

Print Title: County Clerk

Approved As To Form:

Signed by: D. James Morgan 11/26/2025

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UTA Legal Counsel

D. James Morgan

**UTAH TRANSIT AUTHORITY**

By: _____

Signature Date

Print Name: _____

Print Title: _____

By: _____

Signature Date

Print Name: _____

Print Title: _____

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**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 for Kilby Block Party (Sartain and Saunders, LLC)**

**AGENDA ITEM TYPE:**
Service or Fare Approval

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute Fare Agreement 25-F28317 with Sartain and Saunders, LLC (S&S Presents) for a Special Events Pass Agreement.

**BACKGROUND:**
UTA has historically partnered with S&S Presents to offer Ticket-as-Fare to the Kilby Block Party. This 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 also applies.

The concert series will once again take place in 2026, and both Parties desire to partner together to offer Ticket-as-Fare to the event's ticket holders.

**DISCUSSION:**
Staff recommend continuing to partner with S&S Presents to offer the Special Events Pass Agreement for the Kilby Block Party. The pricing for the 2026 event is $20,295.

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:** | Sartain and Saunders, LLC |
| **Contract Number:** | 25-F28317 |
| **Base Contract Effective Dates:** | May 15, 2026 through May 17, 2026 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | $20,295 |
| **Procurement Method:** | Non-Procurement Agreement |
| **Budget Authority:** | N/A |

**ALTERNATIVES:**

Do not enter into an agreement and forego revenue.

**FISCAL IMPACT:**

Estimated revenue from Sartain and Saunders, LLC is $20,295.

**ATTACHMENTS:**

- Fare Agreement: Special Events Agreement for Kilby Block Party (Sartain and Saunders, LLC)

Docusign Envelope ID: 36DDB07E-B2FD-4AB2-9BD3-EC6515C67747

UTA Contract Number: 25-F28317

**SPECIAL EVENTS PASS AGREEMENT**
Sartain & Saunders, LLC
Kilby Block Party

This Special Events Pass Agreement ("Agreement") is entered into on this 12th day of November 2025, by and between the Sartain & Saunders, LLC a Utah LLC whose address is 350 E 400 S #301 Salt Lake City, UT 84111 ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA may be collectively referred to as the "parties," and either of the parties may be individually referred to as "party," all as governed by the context in which such words are used.

**RECITALS**

**WHEREAS**, Sponsor hosts a Kilby Block Party from May 15, 2026 through May 17, 2026; (the "Special Event").

**WHEREAS**, Sponsor desires to purchase transit passes for individuals attending the Special Event using UTA's transit system.

**WHEREAS**, the parties desire to establish a program in which Sponsor is authorized to purchase transit passes for those attending its Special Event.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **TICKET AS FARE PROGRAM**. The Parties agree to establish a Ticket as Fare Pass Program through which Sponsor purchases transit passes for ticket holders attending the Special Event (the "Special Event Transit Pass").

2. **AUTHORIZED USERS**. Pursuant to the terms and conditions contained in this Agreement, UTA agrees to allow Sponsor to provide a Ticket as Fare Pass to Special Events ticket holders ("Authorized Users") attending the Special Event(s) at Sponsor's venue.

3. **PRICE**. Sponsor shall pay UTA the base purchase price as follows:

| Special Event | Venue | Authorized Users (Tickets Holders) | Base Price |
|---|---|---|---|
| Kilby Block Party | Utah State Fairpark | 60,000 | $20,295 |

Sponsor shall also provide, via donation:

a. Kilby Block Party: 12 VIP Guest badges entitling the guest badge holders access to the

Docusign Envelope ID: 36DDB07E-B2FD-4AB2-9BD3-EC6515C67747

reserved VIP sponsor section and hospitality area.

The donated tickets as listed will be delivered to UTA no later than one (1) week before the event's start date and will be used for transit promotional purposes. Any remaining tickets may be distributed by UTA to its employees. Please deliver passes to:

Utah Transit Authority FLHQ
Attention: Jordan Eves
669 West 200 South
Salt Lake City, UT 84101

4. **PASS RECOGNIZED AS FARE PAYMENT**. An Authorized User's ticket to a Special Event shall serve as a Special Event Transit Pass when: (1) it is printed with the wording "Valid as UTA fare on the date indicated" or similar wording approved by UTA and (2) used for fare payment on the date of the Special Event stated on the ticket. The Special Events 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, Express Bus Routes, and Microtransit on the day of the Special Event. The Special Events Transit Pass shall not be recognized as fare payment on Ski Service. Paratransit Eligibility applies.

5. **PAYMENT**. On or before May 1, 2026, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty (30) days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement that remain unpaid within thirty (30) days from the due date indicated on the invoice.

6. **PASS DISTRIBUTION**. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.

7. **PUBLIC TRANSIT SERVICES**. The Parties understand that the transit services being purchased 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 Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event 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.

8. **INDEMNIFICATION**. Each party to this Agreement agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents, or employees to the full extent required by law, and further agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to it under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

Docusign Envelope ID: 36DDB07E-B2FD-4AB2-9BD3-EC6515C67747

9. **TERMINATION**. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Either party, in its sole discretion, may terminate this Agreement by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Special Event ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.

10. **NONDISCRIMINATION**. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of Title 49 U.S.C. §5332.

11. **THIRD PARTY INTERESTS**. No person who is 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 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 stated in this Agreement.

13. **COSTS AND ATTORNEY'S FEES**. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party in such legal action, including reasonable attorney fees and court costs, shall be paid by the non-prevailing party.

Docusign Envelope ID: 36DDB07E-B2FD-4AB2-9BD3-EC6515C67747

**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: Nic Smith EB844A2F1B4D4E9... | Date: 10/20/2025 |
| Name: _____ | | Name: Nic Smith | |
| Title: _____ | | Title: CEO | |

By: _____ Date: _____

Name: _____

Title: _____

**Approved as to Form**

By: Signed by: D. James Morgan B720C03671B4489... Date: 10/20/2025

Name: D. James Morgan

Title: Assistant Attorney General

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Viola Miller, Chief Financial Officer |
| **PRESENTER(S):** | Brian Reeves, Associate Chief Financial Officer<br>Monica Howe, Fares Director<br>Hal Johnson, IMS Director<br>Shaina Quinn, IMS Program Manager |

**TITLE:**

**Promotional Fare Request: 2026 UTA On Demand Service Multi-Rider Fare**

**AGENDA ITEM TYPE:**
Service or Fare Approval

**RECOMMENDATION:**
Approve and authorize the Executive Director to extend the Multi-Rider Fare Promotion on UTA On Demand Service through December 31, 2026.

**BACKGROUND:**
Launched in 2019, UTA On Demand has offered various promotions to attract riders. The only promotion still active is the multi-rider fare promotion, which allows customers to book a ride for multiple people at no extra cost. This promotion was previously extended through December 2025 by the UTA Board of Trustees to work around technical limitations.

**DISCUSSION:**
As the UTA On Demand Service expanded from one to five zones, the multi-rider fare promotion is having a greater impact on revenue. In 2025, an internal team was formed to solve a problem: how to accept payments for multi-rider trips. The team's goal is to find a solution for customers who use paper or electronic passes. The four multi-rider payment options identified are:

1. Split to Credit Cards
2. Split to Multiple UTA Electronic Fare Card (EFC) Accounts
3. End Multi-Rider Bookings

4. Extend Existing Promotion

The contract with Via expires December 31, 2026, and UTA is in the middle of the procurement cycle. For 2026, staff recommends extending the Multi-Rider Fare Promotion for one (1) additional year through December 31, 2026. The internal team will work with the selected vendor to implement a new solution when the procurement cycle is complete.

---

**ALTERNATIVES:**
Discontinue the Multi-Rider Fare Promotion for 2026 and require riders wishing to split fare payment to request and pay for their trip separately.

---

**FISCAL IMPACT:**
Foregone fare revenue in 2025 is estimated to be between $220,000 and $260,000. This expense is offset by an estimated cost savings of $351,000 due to improved service efficiencies.

---

**ATTACHMENTS:**
None

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Jon Larsen, Chief Capital Services Officer
**PRESENTER(S):** Paul Drake, Director of Real Estate & TOC

**TITLE:**

**Facility Strategic Assessment and Implementation Plan**

**AGENDA ITEM TYPE:**
Report

**RECOMMENDATION:**
Discuss and disseminate the Facility Strategic Plan: Implementation. No board action required.

**BACKGROUND:**
In May of 2025, Facility Development team presented the Facility Strategic Plan: Condition Assessment (FSP-CA) to the Board of Trustees. This Implementation Plan (FSP-IP) builds on that work and illustrates a fiscally unconstrained vision for: (1) addressing capital facility projects identified in the Condition Assessment; (2) expanding or replacing select facilities as required due to service growth and; (3) prioritizing capital upgrades according to measurable risk and need.

**DISCUSSION:**
The FSP-IP considers multiple UTA resources that impact demand on facilities, identifying $827M in facility need over the next decade. The FSP-CA established a baseline for all building components systems, highlighting 676 unique capital projects throughout UTA's buildings. Projects identified through that process are called out in the FSP-IP. Other inputs include UTA's visioning plans, such as the long-range transit plan and service plans.

The FSP-IP presents a timeline of facility projects tied to projected service. The Facility Development team will update the timing and sequence of these projects as service plans are modified.

**ALTERNATIVES:**
For discussion purposes only.

---

**FISCAL IMPACT:**
This report is advisory and does not carry a fiscal impact. The projects within provide rough-order-of-magnitude costs to illustrate potential fiscal impact.

---

**ATTACHMENTS:**

- Facility Strategic Plan: Implementation
- Facility Strategic Plan: Condition Assessment

UTA FACILITY DEVELOPMENT



FY 2026 to 2035

# FACILITY STRATEGIC PLAN: IMPLEMENTATION

SEPTEMBER 2025 | DRAFT

UTA

rideuta.com




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01

# EXECUTIVE SUMMARY

UTA's Facility Implementation Plan sets a financially unconstrained path to maintain, expand, and replace facilities to accommodate service commitments and future service demands.

UTA's facilities provide the foundation of our transit system, supporting operations, maintenance, and on-time delivery across the region. To evaluate their long-term effectiveness and model the life cycles of each facility, we have combined recent facility condition assessments with analysis of projected service increases and planned capital infrastructure investments. This integrated approach provides a clear picture of the maintenance, expansion, and replacement requirements of our facility portfolio relative to current and future demands.

The analysis highlights where reinvestment will yield the greatest benefit—both by extending the life of existing assets and by ensuring alignment with upcoming service initiatives. Priority actions include modernizing systems in high-demand facilities, expanding capacity where service growth is most concentrated, and forecasting the need for new transit campuses over time.

Taken together, these findings provide a roadmap for a targeted facility investment. By aligning facility reinvestment with projected service growth, UTA secures a resilient, efficient, and future-ready support system—maximizing the life of existing assets while ensuring new investments directly enable on-time performance, service reliability, and mobility expansion.



**ESTIMATED UNCONSTRAINED COST OF FACILITY REPLACEMENTS, EXPANSIONS, AND MAINTENANCE 2026–2035**

**$827M**

02

## UTA MISSION ALIGNMENT

# We Move You

### SUSTAINING OUR MISSION THROUGH STRATEGIC FACILITY INVESTMENT

UTA's mission to deliver consistent, reliable service hinges on robust, well-maintained facilities. Under-investing incurs the risk of increased operational strain, service gaps, and reduced public confidence. These issues compound, becoming more costly over time.

### 2030 UTA STRATEGIC PRIORITIES

- Moving Utahns to a Better Quality of Life
- Generating Critical Economic Return
- Achieving Organizational Excellence
- Building Community Support
- Exceeding Customer Expectations

**INVESTING IN OUR FACILITIES IS ESSENTIAL TO FULFILLING OUR MISSION.**




**Pull open for timeline**

# FACDEV IMPLEMENTATION PLAN

Building on the condition assessment found within the UTA Facility Strategic Plan, this Implementation Plan creates a roadmap for restoring and modernizing UTA's mission-critical facilities across the Wasatch Front.

UTA's Facility Development (FacDev) team developed a timeline to articulate the relative sequence and capital requirements of facility projects and programs from 2026-2035. The FacDev team prioritized capital investments that sustain operational continuity, completion sequenced to support future service facility expansions, and balanced immediate needs with long-term infrastructure stewardship.

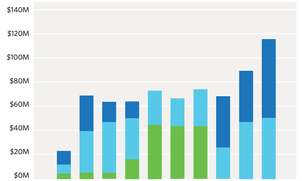
Arranged annually, the timeline provides a 10-year outlook showing key projects, estimated required investment, duration, and annual subtotal costs. Projects include both facility specific projects as well as Facility-Wide campaigns, color coded in three categories: Replacement, Expansion, and Maintenance (REM). The color-coded area charts located at the bottom of the timeline show the total estimated cost for each REM category, grey showing the annual total cost across all three REM categories. Lastly, significant service expansions are highlighted with icons at the bottom of the timeline identifying their anticipated start of revenue service.

**All cost estimates are based on 2024-dollar values and include a projected annual escalation rate of 5%.** These cost estimates are intended for planning purposes only and may be subject to change based on market conditions and other economic factors. Funding for specific projects is still under review, and funding availability can significantly impact overall timeline schedule and relative timing of projects.

UTA

## FACILITIES INVESTMENT TIMELINE

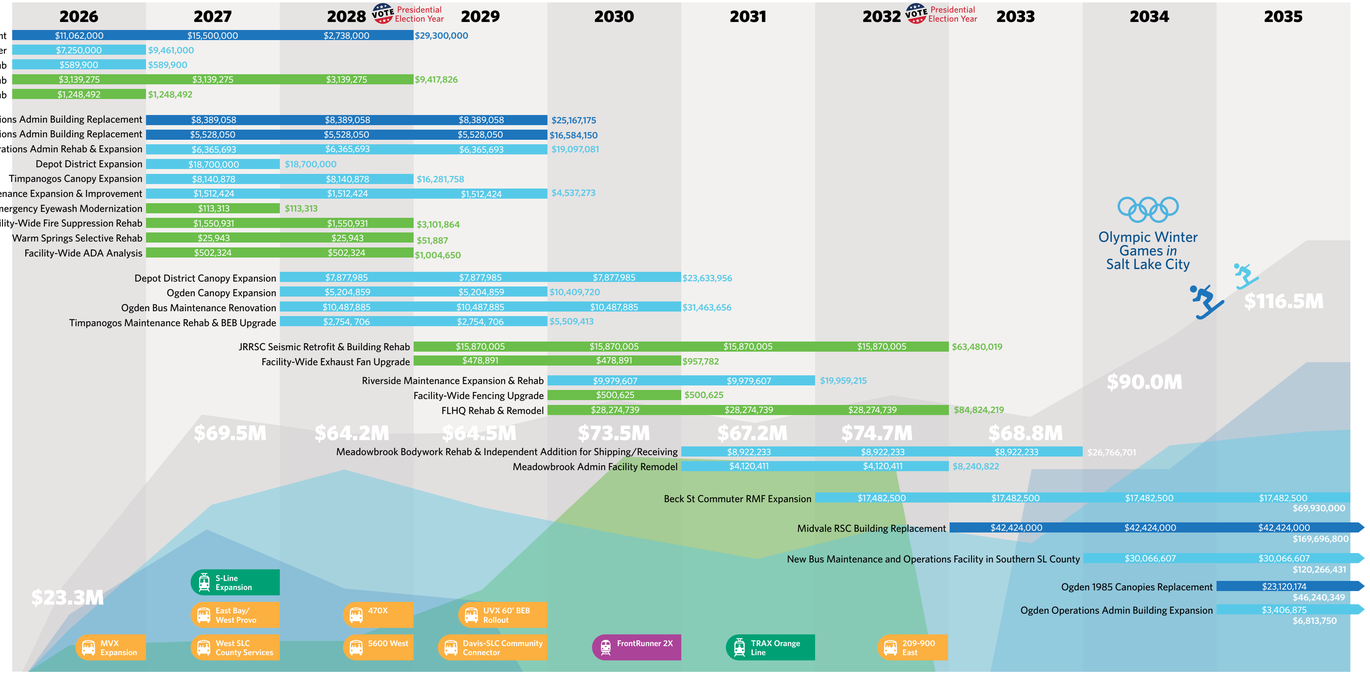
Investment by Replacement, Expansion, and Maintenance Categories




**Replacement:** Complete renewal of aging or obsolete facility infrastructure

**Expansion:** Additions to support increased capacity or expanded operations

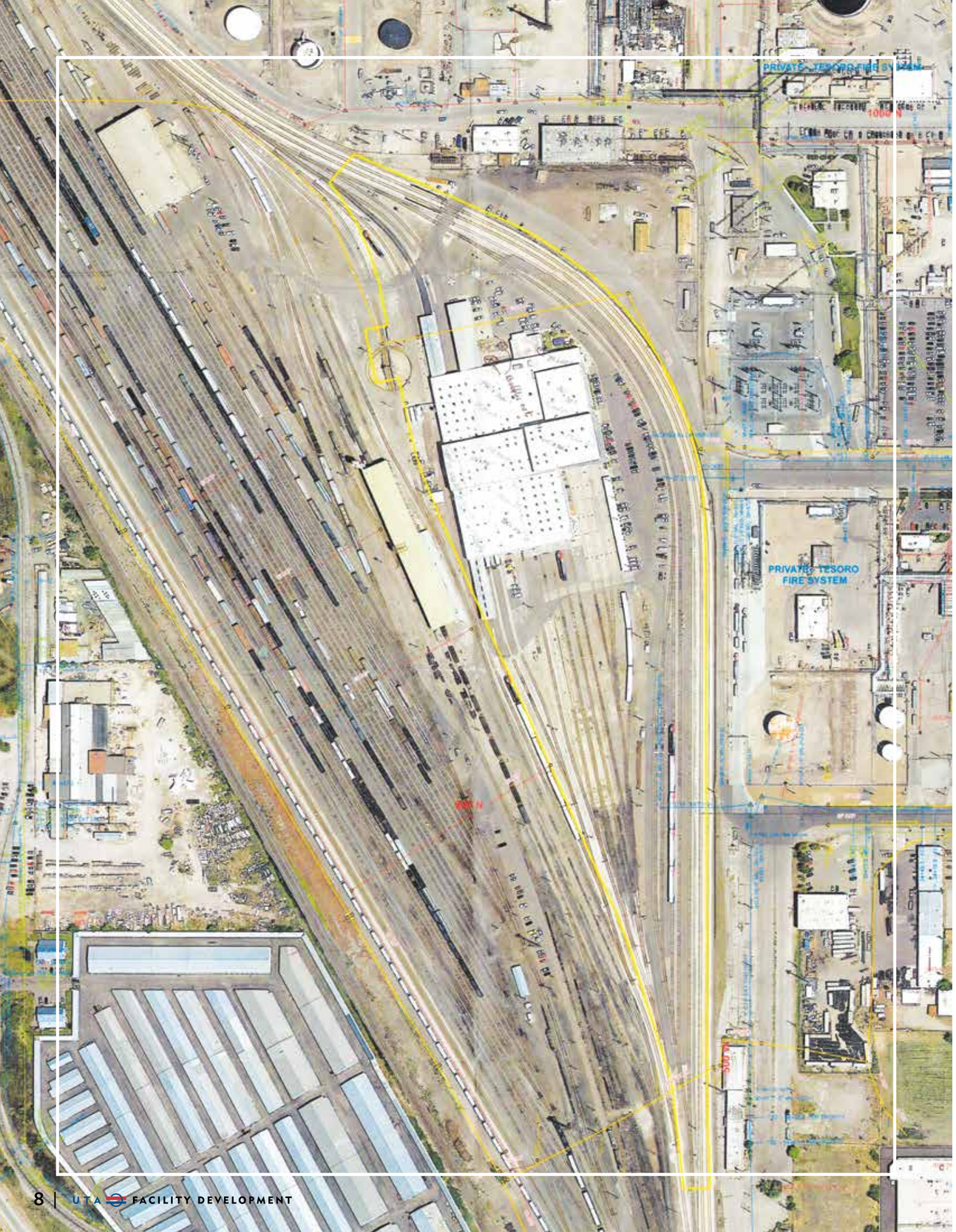
**Maintenance:** Repairs to sustain and preserve functionality, compliance, and safety




# 04 BUILDING INVESTMENT STRATEGIES

This table provides a summary of key investments for individual buildings within each campus with its respective REM (Replacement, Expansion, and Maintenance) category. Alternative Strategies are also provided for selected buildings.

| | Facility | Preferred Strategy |
|---|---|---|
| FACILITIES IDENTIFIED FOR REPLACEMENT | Meadowbrook Bldg. 7 Operations | Replace |
| | Midvale Service Center | Replace |
| | Ogden Bldg. 1 Operations | Replace |
| | Ogden Bldg. 3 Maintenance | Replace (Alt: Expand & Rehab) |
| | Ogden Bldg. 4 Fuel Island | Replace (Alt: Rehab) |
| | Ogden Canopies | Replace (Alt: Expand & Rehab) |
| | Timpanogos Bldg. 1 Operations | Replace |
| | UTA FLHQ | Replace |
| | Warm Springs FrontRunner Maintenance Facility | Replace |
| FACILITIES IDENTIFIED FOR INVESTMENT (Rehab or Expansion projects) | Depot District Bldg. 5 CNG Fueling Facility | Expand & Maintain |
| | Depot District Canopies | Expand & Maintain |
| | Jordan River Rail Center | Rehab |
| | Meadowbrook Bldg. 1 Admin | Rehab |
| | Meadowbrook Bldg. 3 Maintenance | Expand & Maintain |
| | Meadowbrook Bldg. 8 Support & Body | Expand & Rehab |
| | Mobility Center | Relocate |
| | Mobility Center Road Crew Facility | Relocate |
| | New Ogden Operations Building | Expand |
| | Riverside Operations | Expand & Rehab (Alt: Replacement) |
| | Riverside Fuel Island | Rehab |
| | Riverside Maintenance | Expand & Rehab |
| | Riverside Canopies | Expand & Maintain |
| | Timpanogos Canopies | Expand & Maintain |
| | Ogden Operations Admin Building | Expand |
| FACILITIES IDETIFIED FOR CONTINUED MAINTENANCE | Depot District Maintenance/Operations Building | Maintain |
| | Meadowbrook Bldg. 4 Fuel Island | Maintain |
| | Meadowbrook Bldg. 5 Bus Wash | Maintain & Monitor |
| | Meadowbrook Bldg. 6 Canopies | Maintain & Monitor |
| | Midvale Rail MOW | Maintain |
| | Midvale Rail Paint Booth Building | Maintain & Monitor |
| | Riverside Service Building | Maintain |
| | Timpanogos Bldg. 3 Maintenance | Maintain |
| | Timpanogos Bldg. 4 Fuel Island | Maintain |
| | Timpanogos Bldg. 7 Fuel Station | Maintain |
| | UTA Police Headquarters | Maintain & Monitor |




05

# PLAN METHODOLOGY

The Implementation Plan Methodology outlines a structured approach used to prioritize, schedule, and deliver facility improvements.

### Capture & Prioritization of Facility Projects

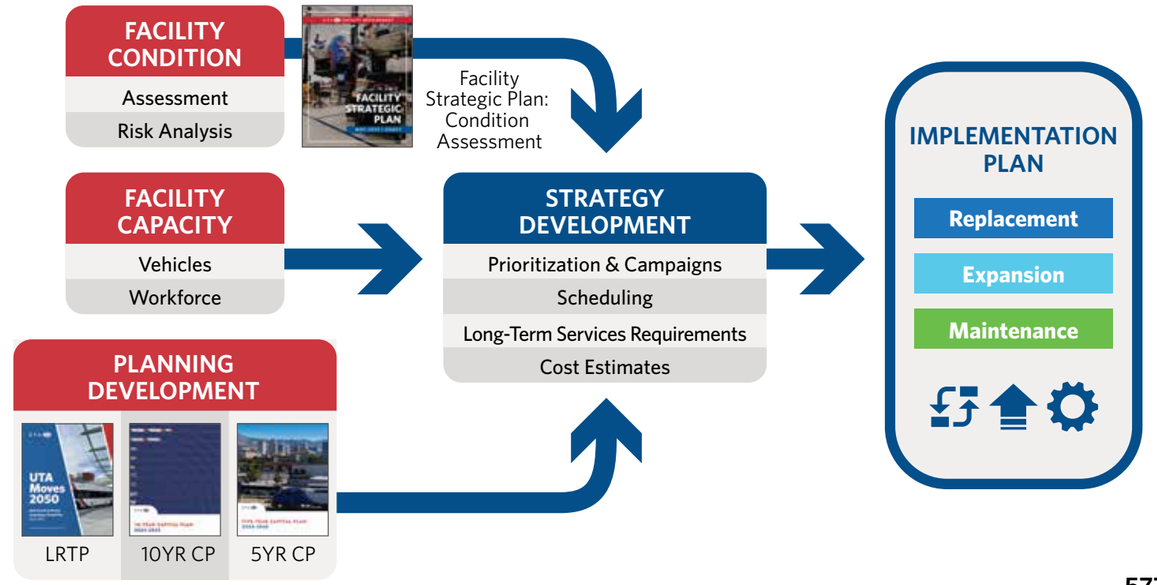
Maintenance projects have been defined using condition assessment fieldwork, with a more detailed description of the methodology provided in the ***Facility Strategic Plan: Condition Assessment*** **(2025)**. After projects are defined and cost estimates are developed, they are sorted into similar campaigns (for example, fire alarm upgrades across multiple facilities are packaged together) and prioritized based on potential impact to the agency. Category 1 projects address serious issues of life safety and security and are given highest priority. These are followed by Category 2 (regulatory compliance) and Category 3 (risk to continuity of operations).

### Expansion Forecasting

UTA's Fleet Replacement Plan illustrates planned vehicle procurements and propulsion changes, whereas the Long Range Transit Plan and Service Plans define the vehicles required to provide designed service. For the purpose of forecasting the demand on facilities, the plan assumes a commissioning period of up to one year prior to bus service and 2-3 years prior to rail service. Projects are then timed to support documented expansions and introduction of new propulsion methods.

### Operational Costs

Operational costs play an important role in evaluating older facilities. Aging buildings often have outdated systems, inefficient layouts, and deteriorating infrastructure that drive up utility costs, increase maintenance needs, and cause unexpected downtime. These costs are often difficult to track and predict accurately, and because UTA's building portfolio is diverse, broad assumptions are not always reliable. The ongoing expense of maintaining equipment and replacing systems to meet current standards provides a clearer measure of the financial strain older facilities create.



Renovating or replacing facilities can reduce these costs by adding modern systems, reducing energy use, and lowering repair needs, leading to long-term savings and greater sustainability. However, new construction or major upgrades can increase overall operational costs if they add building area or equipment, even when efficiency improves.

For this Implementation Plan, operational costs are not included in the cost estimates. Instead, detailed analyses should be done for each project as it moves into conceptual design and programming.

### Agency Capacity Analysis

To quantify the capacity of our current facilities, there are two sets of analysis, one focused on vehicle capacity and the other on workforce:

**Vehicles:**

- *Bus maintenance buildings* use a total number of vehicles effectively maintained per building bay (industry standard/ APTA guidance)
- *Bus service buildings* have a similar but larger number of vehicles effectively serviced per fueling and vehicle wash bay (industry standard/APTA guidance)
- *Bus canopy parking* utilizes a ratio of 1 : 1.05 spaces required per vehicle (based on field observations)
- *Commuter and light rail maintenance* capacity has been determined through analysis of each facility

**Workforce:**

Using the design of newly built and currently in design future facilities, a ratio of the area required for several building components per bus/rail operator was extrapolated and applied to current buildings

### Costs

Prices per square foot for new construction are determined using industry standard cost estimation databases as well as data from recently completed peer agency projects. This information includes Independent Cost Estimates for UTA projects currently in development.

### Scheduling Rationale

Campaigns with the most impact on Category 1 projects are scheduled in the immediate future, with Category 2 and 3 following as a high priority. Facilities that are currently over capacity are scheduled for earliest replacement, with other capacity projects scheduled to prevent forecasted over-capacity. Facilities with remediation projects that are >51% the cost of replacement are also faced with expansion in fleet or workforce are recommended for replacement. Where possible, these large-scale projects have been scheduled to reduce the risk of multiple demanding projects occurring simultaneously.



# CAMPUS STRATEGY GUIDE

**Site Name**
Campus Name and address. Facilities are grouped by mode (Bus and Paratransit, Light Rail, Commuter Rail, and Administrative) color coded for ease of identification.

**MODE**
- Bus and Paratransit
- Light Rail
- Commuter Rail
- Administrative

**Investment Category Breakdown**
Estimated Cost for each Replacement, Expansion, Maintenance (REM) Category over 2026-2035.

**REM CATEGORY**
- Replacement
- Expansion
- Maintenance

**Campus Strategy Description**
Overview and outlook of campus strategy and unique attributes.

BUS AND PARATRANSIT

## Meadowbrook

3600 S 700 W, South Salt Lake, UT, 84119

Operations Admin Building (7) is critically undersized and needs to be replaced. Long term expansion would be most efficiently served at an additional facility.

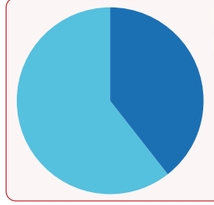
**Key Projects**
Key project and campaigns identified as Replace, Expand, Maintain, and Regulatory categories indicated by icons.

- REPLACEMENT
- EXPANSION
- MAINTENANCE
- REGULATORY

- Meadowbrook Maintenance Expansion & Improvement
- Meadowbrook Operations Admin Building Replacement
- Meadowbrook Bodywork Rehabilitation & Independent Addition for Shipping/Receiving
- Meadowbrook Admin Facility Remodel

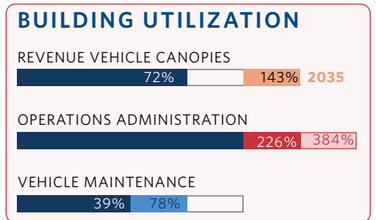



1. Administration
2. Fare Retrieval
3. Maintenance
4. Fueling
5. Wash
6. Canopies
7. Operations
8. MaintSupport
9. Sign-Out




TOTAL INVESTMENT
**$64.7M**

**BUILDING UTILIZATION**




**Campus Map**
Map showing critical campus buildings.

*Note: Not all campus facilities were a part of the assessment but are still identified for clarity.*

**Utilization Overview**
Breakdown of Revenue Vehicle Canopies, Operations Administration, and Vehicle Maintenance over time.

*Note: Building Utilization is defined as the percentage of today's facility resources that are in use. Capacity is defined as maximum utilization of a facility to effectively support operations. Utilization beyond 100% is subject to diminished quality of life for workforce, increasing inefficiencies and premature degradation of the facility. Planned expansions, overcapacity conditions, and additional capacity required in anticipated adopted plans are identified using the Utilization/Capacity Color Coding.*

**UTILIZATION/CAPACITY**
- Current Utilization
- Accommodated Expansion in Adopted Plans
- Overcapacity in Adopted Plans
- Current Overcapacity
- Additional Overcapacity in Adopted Plans

**Total Investment**
Total Investment Cost by Campus over 2026-2035. Funding availability still under development.

06

# CAMPUS STRATEGY

Each campus strategy provides a high-level view of key facility projects, utilization of available facility capacity over time, and estimated investment requirements.

These strategy snapshots provide context for the investment in each campus, showing major projects that support future service demands, fleet growth, improved safety, and workforce requirements. Campus strategies are presented first with Facility-Wide Campaigns, followed by individual campus strategies arranged in order starting in the North and moving to the South.




Example of electrical equipment to be replaced during Facility-Wide Campaign.

## Facility-Wide Campaigns

Facility-Wide Campaigns are capital investments that improve multiple facilities in a specific way. Projects are grouped for efficiency, saving UTA time and money with procurement, mobilization and transfer-of-knowledge benefits over ad hoc projects. With these targeted investments, 135 of the total 142 Category 1 (life safety) improvements will be started by 2029, with the remainder to be completed after replacement or rehab projects in specific facilities.

- ADA Analysis
- Electrical Infrastructure Rehab
- Emergency Eyewash Modernization
- Exhaust Fan Upgrade
- Fencing Upgrade
- Fire Alarm Rehab
- Fire Suppression Rehab

**TOTAL INVESTMENT**

**$16.3M**

BUS AND PARATRANSIT

# Mt. Ogden

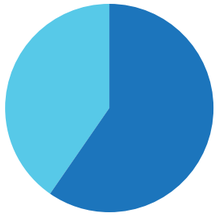
135 W 17th St, Ogden, UT 84404

Modeling shows that the new operations admin building will quickly exhaust available space and needs to be expanded.

- Ogden Operations Admin Building Replacement & Expansion
- Canopy Expansion
- Canopy Replacement
- Maintenance Building & Fuel Island Renovation




1. Operations
2. Guard and Fare Processing
3. Maintenance
4. Fuel Island
5. Canopies
6. Operations *(Future Location)*



E $48,485,494
R $75,540,349

## TOTAL INVESTMENT

# $124M

## BUILDING UTILIZATION

REVENUE VEHICLE CANOPIES
84% 135% 2028

OPERATIONS ADMINISTRATION
99% 154% 2027

VEHICLE MAINTENANCE
59% 95%

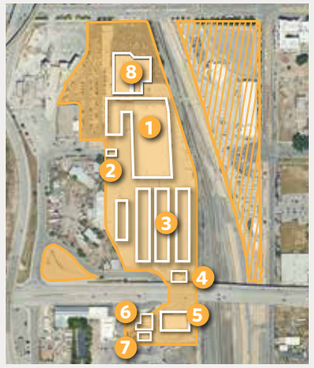
BUS AND PARATRANSIT

# Depot District

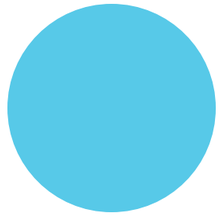
669 W 200 S, Salt Lake City, UT, 84101

Bus parking availability will be imminently exhausted and must be expanded. New buildings are in excellent condition and well-sized for future service expansion.

- Depot District Expansion
- Depot District Canopy Expansion




1. Operations and Maintenance
2. Guard House
3. Canopies
4. Bus Wash
5. Fueling Facility
6. Unleaded and Diesel Fuel Tanks
7. CNG Compressor Building
8. FLHQ



E $42,333,956

## TOTAL INVESTMENT

# $42.3M

## BUILDING UTILIZATION

REVENUE VEHICLE CANOPIES
85% 155% 2026

OPERATIONS ADMINISTRATION
57% 83%

VEHICLE MAINTENANCE
47% 85%

COMMUTER RAIL

# Warm Springs | FrontRunner Maintenance Facility

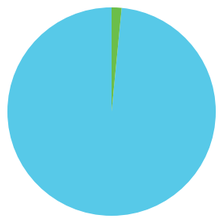
900 N 500 W, Salt Lake City, UT, 84116

Upgrades to Warm Springs unfeasible until secondary facility completed. Expansion of new CR facility preferred over investment of Warm Springs.

- Warm Springs Selective Rehab
- Beck St Commuter RMF




1. Maintenance Facility
2. Pump House



M $51,887
E $69,930,000

## TOTAL INVESTMENT

# $70M

## BUILDING UTILIZATION

OPERATIONS ADMINISTRATION
58% 108%

LIGHT RAIL

# Jordan River Rail Service Center | JRRSC

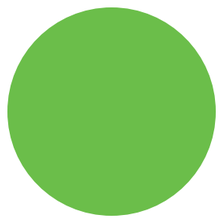
2264 S 900 W, South Salt Lake, UT 8411

Well-equipped facility that remains adequate for expanded service. Investment is predominantly structural improvements.

- JRRSC Seismic Retrofit & Building Rehab




1. Jordan River Rail Service Center
2. Jordan River 2 *(Under Construction)*
3. Fire House
4. Technical Training Education Center *(Under Construction)*



M $63,480,019

## TOTAL INVESTMENT

# $63.5M

## BUILDING UTILIZATION

OPERATIONS AND MAINTENANCE
76% 91%

BUS AND PARATRANSIT

# Meadowbrook

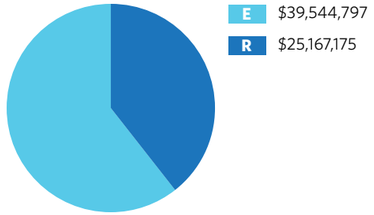
3600 S 700 W, South Salt Lake, UT, 84119

Operations Admin Building (7) is critically undersized and needs to be replaced. Long term expansion would be most efficiently served at an additional facility.

- Meadowbrook Maintenance Expansion & Improvement
- Meadowbrook Operations Admin Building Replacement
- Meadowbrook Bodywork Rehabilitation & Independent Addition for Shipping/Receiving
- Meadowbrook Admin Facility Remodel



1. Administration
2. Fare Retrieval
3. Maintenance
4. Fueling
5. Wash
6. Canopies
7. Operations
8. MaintSupport
9. Sign-Out




TOTAL INVESTMENT

**$64.7M**

BUILDING UTILIZATION

REVENUE VEHICLE CANOPIES
72% 143% 2035

OPERATIONS ADMINISTRATION
226% 384%

VEHICLE MAINTENANCE
39% 78%

BUS AND PARATRANSIT

# Riverside

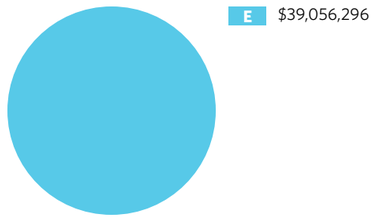
3610 S 900 W, South Salt Lake, UT 84119

Expansion and improvement of all major facilities needed, however Operations Admin Building is the highest priority.

- Riverside Operations Admin Rehabilitation & Expansion
- Riverside Maintenance Expansion & Rehab



1. Operations
2. Security
3. Maintenance
4. Fueling
5. Canopies




TOTAL INVESTMENT

**$39M**

BUILDING UTILIZATION

REVENUE VEHICLE CANOPIES
100% 112% 2026

OPERATIONS ADMINISTRATION
142% 210%

VEHICLE MAINTENANCE
58% 96%

LIGHT RAIL

# Midvale Rail Service Center | MRSC

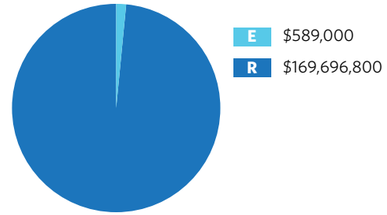
613 W 6960 S, Midvale, UT 84047

Age of building and scale of seismic retrofit scope indicates that replacement more effective than rehab.

- Midvale RSC Operations Amenity Area Rehab
- Midvale RSC Building Replacement



1. Midvale Rail Service Center
2. MOW Facilities Building
3. Paint Booth Building




TOTAL INVESTMENT

**$170M**

BUILDING UTILIZATION

OPERATIONS AND MAINTENANCE
40%

BUS AND PARATRANSIT

# Mt. Timpanogos

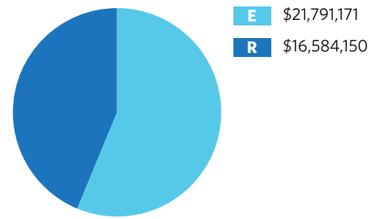
1110 Geneva Rd, Orem, UT 84058

Operations Admin replacement and Canopy expansion are needed now. Additional investment results from new fuel types.

- Timpanogos Canopy Expansion
- Timpanogos Operations Admin Building Replacement
- Timpanogos Maintenance Rehab & BEB Upgrade



1. Operations
2. Service
3. Maintenance
4. Security
5. Canopies
6. Bus Canopies
7. Tires
8. Fueling
9. Wash
10. Fares




TOTAL INVESTMENT

**$38.4M**

BUILDING UTILIZATION

REVENUE VEHICLE CANOPIES
110% 195%

OPERATIONS ADMINISTRATION
142% 245%

VEHICLE MAINTENANCE
54% 96%




Caption Caption

07

# RECOMMENDATIONS

Facility Development has identified several next steps to advance this plan, which is expected to evolve into an ongoing initiative for the agency.

This implementation plan outlines a timeline for facility investments necessary for addressing service commitments and growth. A deliberate, phased approach to reinvestment will ensure that facilities remain a strength in supporting our operations rather than creating constraints.

Implementing these recommendations will prepare UTA to sustain reliable service, maximize the functionality of capital investments, and build the facility capacity required to meet the region's long-term mobility demands.

**Recommended Actions**

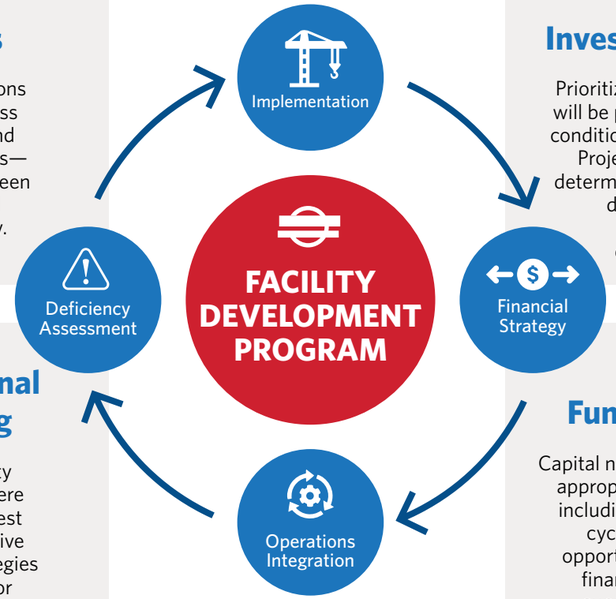
- **Establish** a long-term reinvestment program that systematically prioritizes facilities alongside other capital initiatives, ensuring alignment with future service and technology needs.
- **Modernize** systems in high-demand facilities to extend useful life, improve efficiency, and reduce deferred maintenance backlogs.
- **Expand** capacity in growth corridors where planned service increases will place the greatest strain on current infrastructure.

## Model New Service Plans

Planned service expansions will be modeled to assess facility requirements and identify fully loaded costs—ensuring alignment between operational goals and infrastructure capacity.

## Refine Operational Understanding

Analysis of UTA's facility operations will guide where upgrades offer the greatest value and where alternative facility management strategies may alleviate capacity or maintenance strain.




## Establish Investment Schedule

Prioritized facility improvements will be phased to align with asset condition and operational impact. Projects will be assessed to determine whether they are best delivered as bundled campaigns or discrete initiatives.

## Establish Funding Strategy

Capital needs will be matched with appropriate funding strategies, including UTA's capital budget cycle, competitive grant opportunities, and alternative financing mechanisms to support implementation.



## ACKNOWLEDGMENTS

Facility Development thanks its internal and external partners for their input and review on the ***Facility Strategic Plan: Implementation Plan***.

### INTERNAL ASSISTANCE

**PLANNING |** Integrated Service Planning
**OPERATIONS |** Commuter Rail O&M, Facilities Maintenance, Fleet Engineering, Light Rail O&M, Salt Lake SU, Mt. Ogden SU, Mt. Timpanogos SU, Special Services
**CAPITAL SERVICES |** Capital Design & Construction, GIS, Real Estate & TOC, State of Good Repair

### EXTERNAL ASSISTANCE

**HNTB |** Document Design & Organization

## CONTACT INFO

For inquiries related to UTA's Facility Development Program, please reach out to the following team members:

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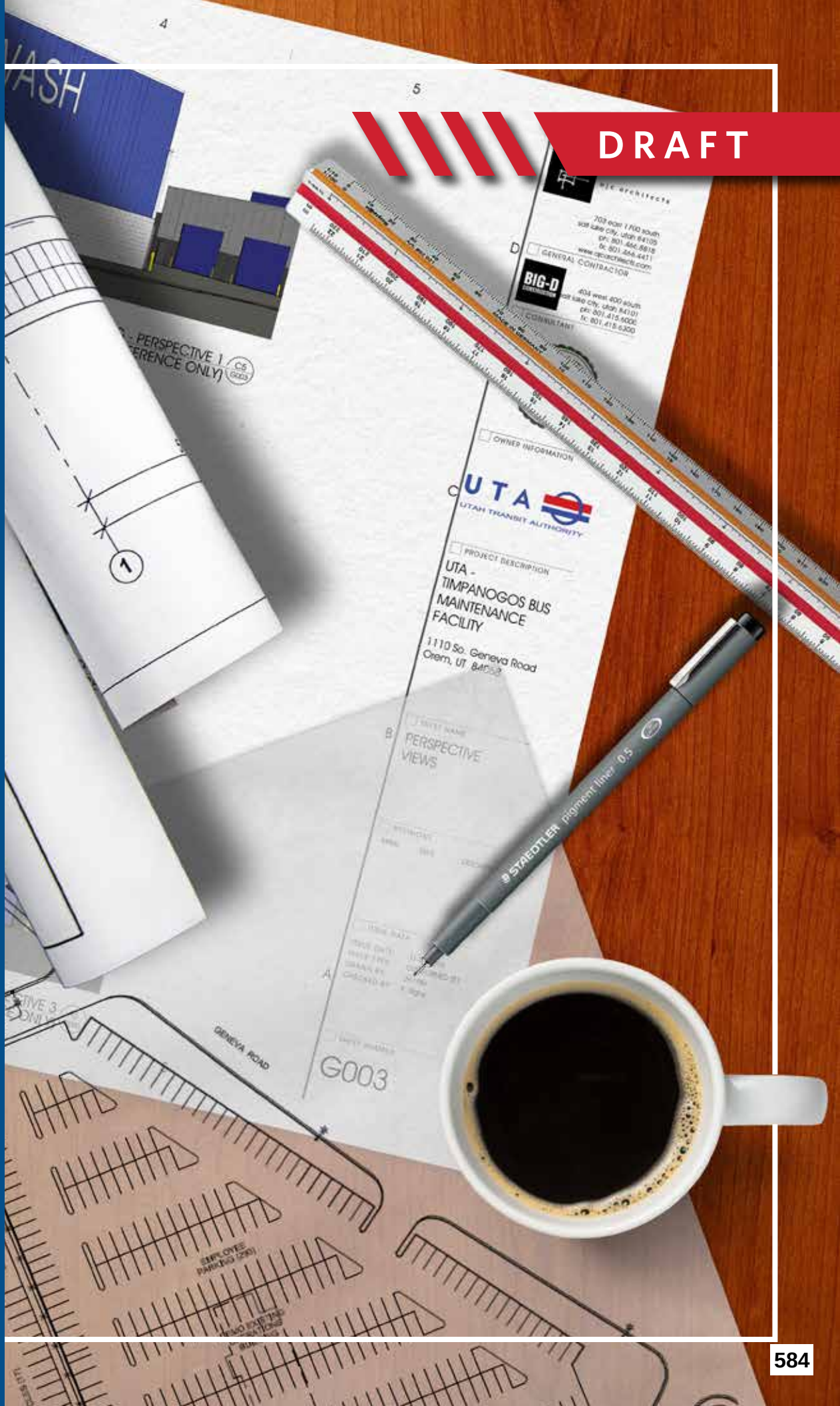
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matthew.duncan@rideuta.com

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Facility Development Project Manager
clcampbell@rideuta.com





UTA FACILITY DEVELOPMENT



UTA FACILITY DEVELOPMENT




# FACILITY STRATEGIC PLAN:
# CONDITION ASSESSMENT

MAY 2025

UTA

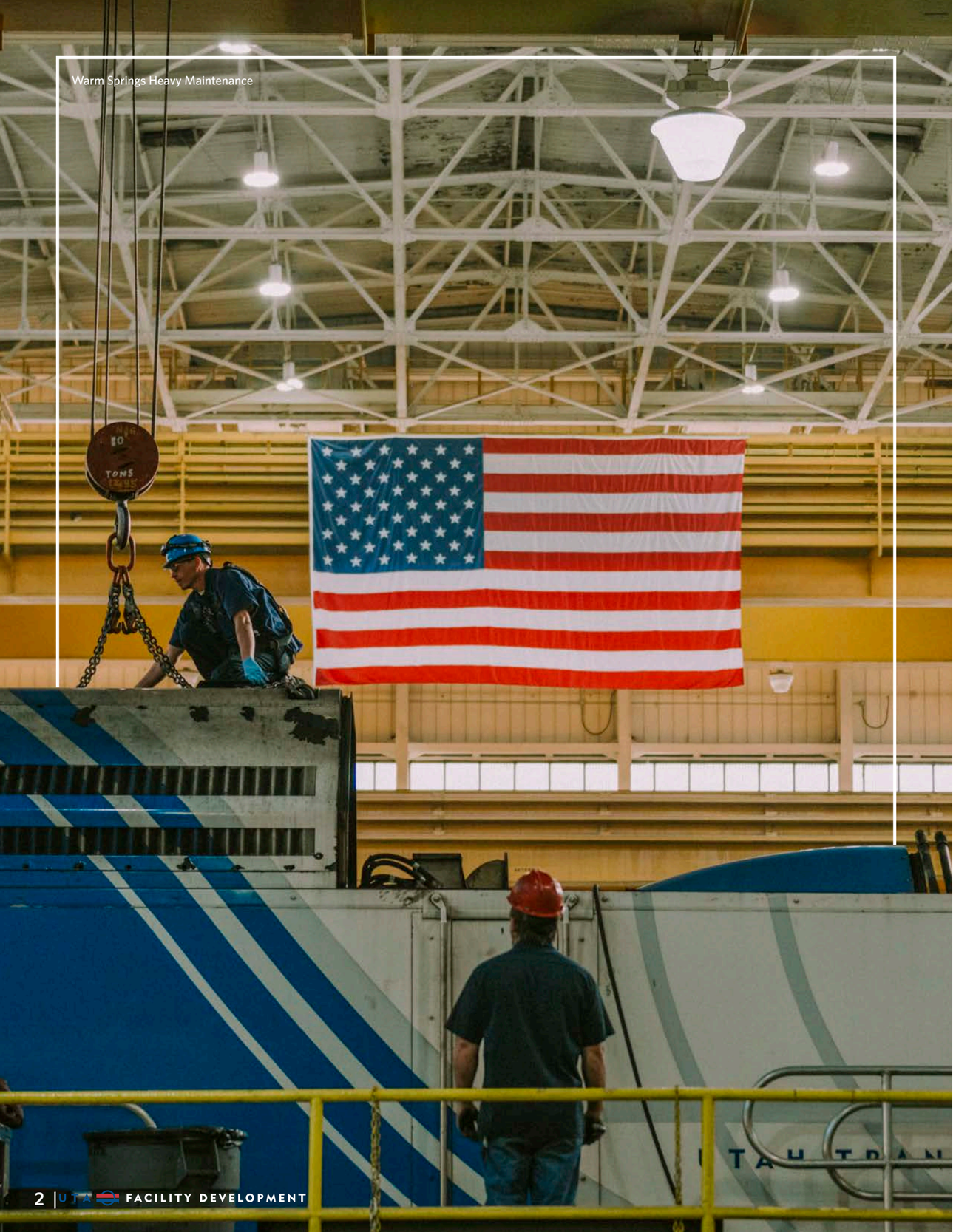
rideuta.com



Salt Lake Central Station

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Warm Springs Heavy Maintenance

01

# EXECUTIVE SUMMARY

UTA's Facility Strategic Plan charts a course for restoring mission-critical facilities, safeguarding the agency's ability to deliver reliable, high-quality service across the Wasatch Front.

UTA's Facility Development team has conducted a strategic assessment of the agency's facilities portfolio to inform long-range capital planning, risk mitigation, and operational sustainability. UTA's facility strategy must remain flexible and data-driven. Some sites require only modest investments to remain operational, while others present challenges best resolved through replacement or expansion. The agency's proactive efforts position UTA to make informed decisions that balance immediate operational needs with long-term infrastructure resilience.

This executive summary outlines key findings and categorizes UTA's mission-critical sites based on their capital needs, ranging from targeted upgrades to full replacement, while also addressing emerging risks such as seismic vulnerability. The four key findings include:

### 1. Facilities Suitable for Targeted Capital Investments

Facilities such as **Jordan River** and **Meadowbrook Buildings 1 and 8** are showing signs of physical wear but remain viable with targeted capital investments. In these cases, upgrades focused on critical systems and deferred maintenance should enable continued operations without requiring major structural overhauls in the short to medium term.

### 2. Facilities Where Replacement May Be More Cost-Effective

At sites including **Midvale**, **Warm Springs**, and **FLHQ**, the cost and scope of necessary improvements may equal or exceed the replacement value of the buildings. In these situations, exploring a full facility replacement may be more cost-effective than pursuing extensive renovations that risk offering diminishing returns over time.

### 3. Facilities Limited by Space or Site Constraints

Several locations, including **Mt. Ogden Operations**, **Meadowbrook Building 3** and **Riverside**, are undersized to support current and growing operational demands. Expansion is necessary, and renovations alone will not resolve space limitations. Additionally, **Mt. Timpanogos** faces unique site constraints that could lead to vehicular conflicts and should be addressed before broader capital investments are made.

### 4. Seismic Vulnerability Assessments

UTA is proactively assessing seismic risks across its facility portfolio. This complex engineering effort involves evaluations of structural integrity and long-term resilience. While these findings do not indicate immediate operational threats, they highlight future capital needs to improve life-safety performance and reduce the risk of structural collapse in the event of a major earthquake. As such, seismic issues are being addressed through a separate planning framework that informs long-term infrastructure investments.

Following this plan, Facility Development will further refine the strategy by recommending a phased schedule of upgrades, modeling the facility impacts of planned service expansions, and aligning funding opportunities with identified needs.

**ESTIMATED COST OF FACILITY DEFICIENCY AND SEISMIC PROJECTS**

**$291M**



UTA mechanic at work

02

# PLAN METHODOLOGY

This document summarizes extensive analysis based on hundreds of data points related to UTA facilities. The information reflects a point-in-time view, with updates tracked in a dynamic database as projects are completed.

## INTERNAL UTA COORDINATION

The Facility Development process began with a thorough review of State of Good Repair (SGR) reports, condition ratings produced by Facility Maintenance staff, and concerns outlined in existing facilities reports. The FacDev team met with these groups, and other plan owners across UTA, to inform additional data collection needs.

## FACILITY CONDITION ASSESSMENTS

A comprehensive Facility Condition Assessment (FCA), conducted across nine campuses, evaluated 46 buildings and structures critical to supporting UTA's transit and administrative functions. The FCA provides a strategic framework for thoroughly documenting UTA's buildings and building systems. This baseline will allow the agency to prioritize investments and align projects with long-term operational and capital goals. It establishes a foundation for future cost development and project scoping.

The assessments were performed in general conformance with industry standard ASTM E2018-15 practices (American Society for Testing and Materials), using visual inspections, document reviews, and staff interviews to evaluate the physical condition of key building systems. Facility systems that were assessed included the building envelope, HVAC, plumbing, electrical, fire safety, communication, site, and structural elements. Each system was rated using a standardized 1-to-5 condition scale that aligns with FTA's Transit Asset Management (TAM) guidance. Deficiencies were prioritized based on urgency and categorized by strategic themes, such as life safety, regulatory compliance, and operational efficiency.

A structured, five-tier priority system differentiated critical repairs from lower-priority enhancements. Cost estimates for corrective actions were developed using AACE Class 5 standards and provide Rough Order-of-Magnitude (ROM) projections suitable for early-stage budget planning. These estimates incorporate RSMeans data, National Trade Institute pricing reports, USDOT Cost Guides, and local cost indices. **The estimates reflected in this document are "fully-loaded" and include soft cost assumptions for each individual project.** Note that estimate costs do not include operational impacts, temporary leases, and other project specific complications.

## BUILDING UTILIZATION & OCCUPANCY CALCULATIONS

This plan evaluates both facility condition and utilization, recognizing that capacity constraints often pose a greater challenge to operations than building conditions.

**TOTAL UTA FACILITY PROJECTS IDENTIFIED**

**676**

For operations buildings, a custom model based on Full-Time Equivalent (FTE) counts and occupancy factors from UTA's Depot District and Ogden Operations sites estimates the ideal facility size. Existing occupancy is expressed as a percentage of this benchmark (e.g., 75% indicates room to expand; 150% indicates overcrowding). ROM costs for recommended expansions or replacements are provided, using peer agency cost benchmarks adjusted to 2025 dollars.

For maintenance buildings, the model applies industry-standard ratios of maintenance bays to fleet size. Buildings over 100% utilization are flagged as currently constraining daily operations. ROM costs for maintenance expansions are not included; instead, these sites will undergo targeted strategic review.

## DATABASE AND DASHBOARD DEVELOPMENT

All collected information has been consolidated into a centralized database, which in turn powers an interactive dashboard. This dashboard serves as the primary tool for reviewing the 676 deficiency projects identified through the Facility Condition Assessment (FCA) process. The dashboard will function as UTA's long-term platform for monitoring the progress of facility projects, evaluating capital requests during the annual budgeting cycle, and supporting the prioritization of future investment scenarios.

This document captures a point-in-time overview of UTA's most critical facility needs, focusing on high-priority requirements buildings and campuses. As conditions shift over time, both the database and dashboard will be updated to reflect completed improvements and to surface new or evolving needs.

A comprehensive methodology brief is available for interested parties.

Refer to the Acknowledgments section *(page 71)* for a list of the internal and external partners who collaborated with FacDev in preparing the Facility Strategic Plan: Condition Assessment.

# FACILITY SNAPSHOT GUIDE

**Site Name**
Campus Name | Facility Name, and address. Facilities are grouped by mode (Bus and Paratransit, Light Rail, Commuter Rail, and Administrative) color coded for ease of identification.

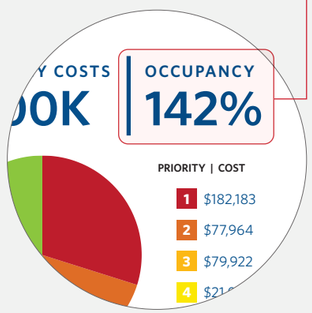
**MODE**
- Bus and Paratransit
- Light Rail
- Commuter Rail
- Administrative

**General Facility Description**
Overview of facility and identifies any unique attributes of the facility.

**Deficiency Costs**
Summary of identified facility deficiencies and marked-up costs ranked by priority.

**PRIORITY RANKING**
- Priority 1 - Currently Critical
- Priority 2 - Potentially Critical
- Priority 3 - Necessary - Not Yet Critical
- Priority 4 - Recommended
- Priority 5 - Monitor

**Building Occupancy** or **Maintenance Capacity Utilization** included where applicable.



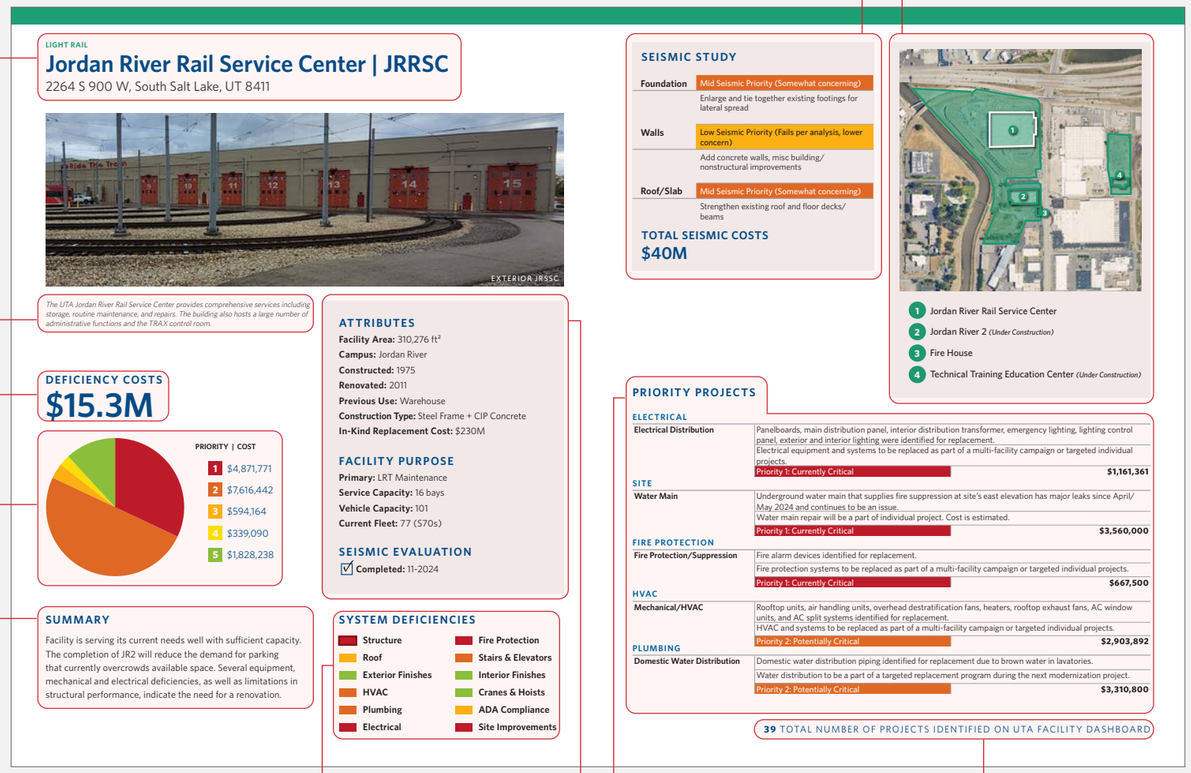

**Seismic Study**
Summary of recommended interventions to improve seismic performance (*additional detail on page 67*). Projects are prioritized according to levels of concern:

**PRIORITY RANKING FROM SEISMIC STUDIES**
- 1 - Highest Seismic Priority (Very Concerning)
- 2 - Mid Seismic Priority (Somewhat Concerning)
- 3 - Low Seismic Priority (Fails per analysis, low concern)
- 4 - Lowest Seismic Priority (Doesn't fail analysis generally, little to no concern)

*Note: Seismic studies have not yet been completed on all facilities.*

**Campus Map**
Map showing critical campus buildings.

*Note: Not all campus facilities were a part of assessment but are still identified for clarity.*




**Summary**
Narrative description of the deficiencies and key takeaways from the assessment.

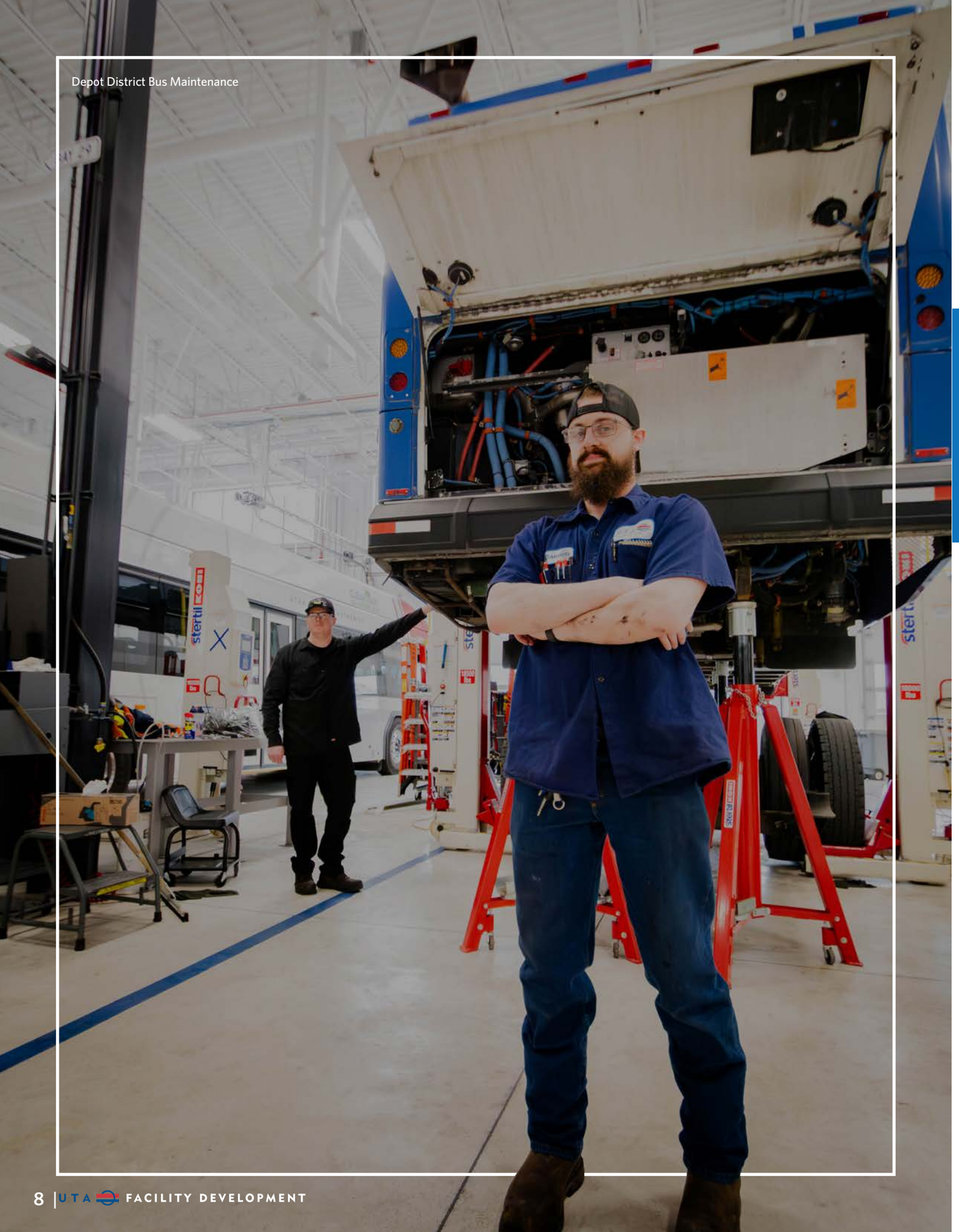
**Attributes Table**
Includes age, construction type, capacity details, and seismic evaluation status.

**System Deficiencies**
Matrix displaying the deficiencies across building system groups. Colors denote priority ranking.

**Priority Projects**
Shortlist of most critical deficiencies with priority ranking, categorized by building components, as well as recommended resolutions and ROM cost to address deficiencies.

*Note: Priority Project estimated costs include multiple deficiencies within a given system. For example, a Priority 1 electrical project may include Priority 2 projects that should be completed simultaneously.*

**Total Number**
Total number of projects identified during assessment related to the Facility or Facility Group.



Depot District Bus Maintenance

03

# UTA MISSION ALIGNMENT

# We Move You

## SUSTAINING OUR MISSION THROUGH STRATEGIC FACILITY INVESTMENT

UTA's mission to deliver consistent, reliable service hinges on robust, well-maintained facilities. Under-investing incurs the risk of increased operational strain, service gaps, and reduced public confidence. These issues compound, becoming more costly over time.

### 2030 UTA STRATEGIC PRIORITIES

- Moving Utahns to a Better Quality of Life
- Generating Critical Economic Return
- Achieving Organizational Excellence
- Building Community Support
- Exceeding Customer Expectations

**INVESTING IN OUR FACILITIES IS ESSENTIAL TO FULFILLING OUR MISSION.**

# 04 MAP OF STRATEGIC CAMPUSES AND FACILITIES

## BUS AND PARATRANSIT

- 1 Mt. Ogden
- 4 Depot District
- 6 Riverside
- 7 Meadowbrook
- 11 Mt. Timpanogos

## LIGHT RAIL

- 5 Jordan River
- 10 Midvale

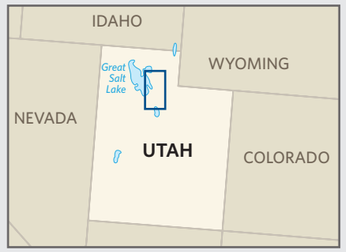
## COMMUTER RAIL

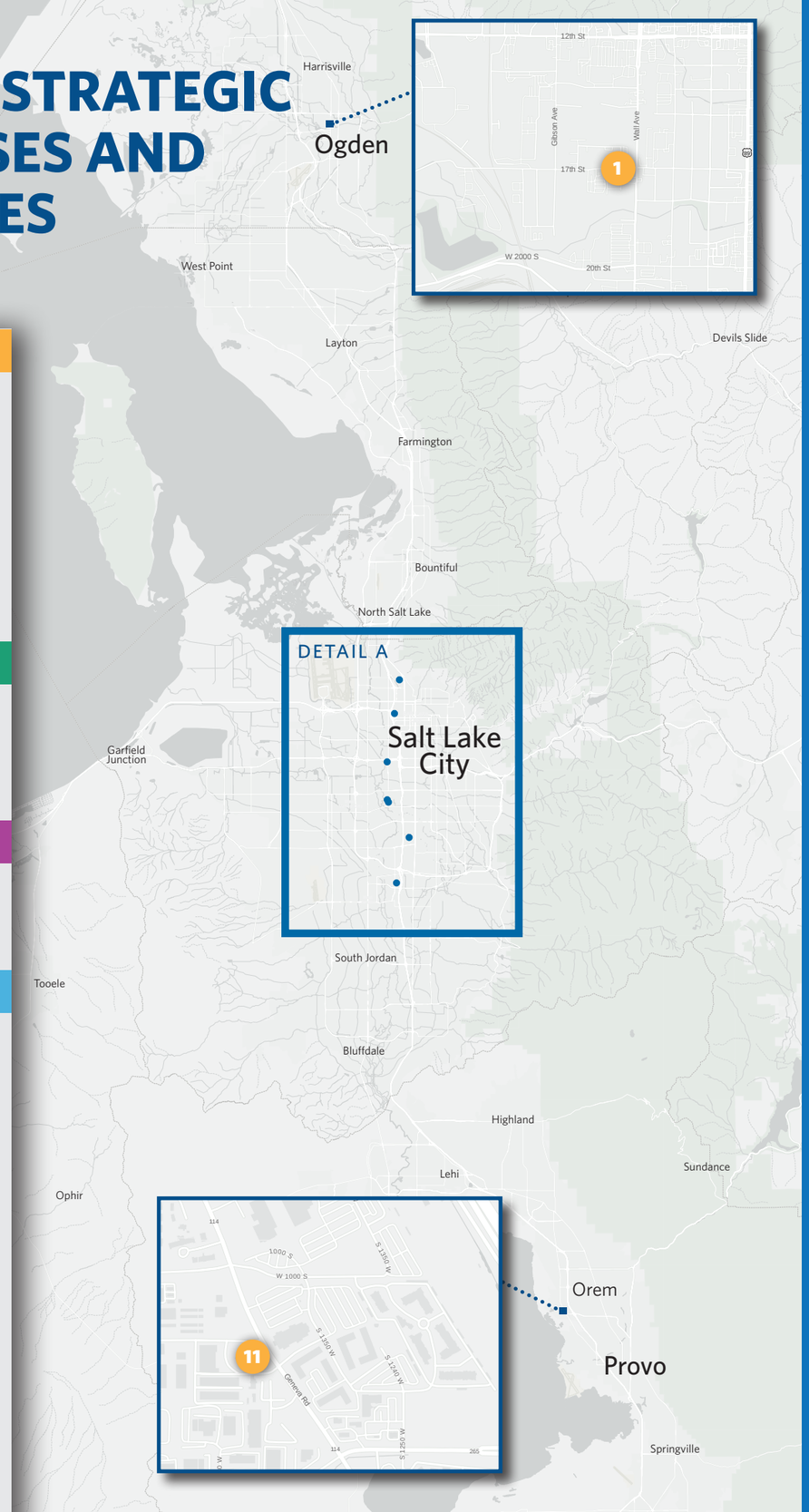
- 2 Warm Springs

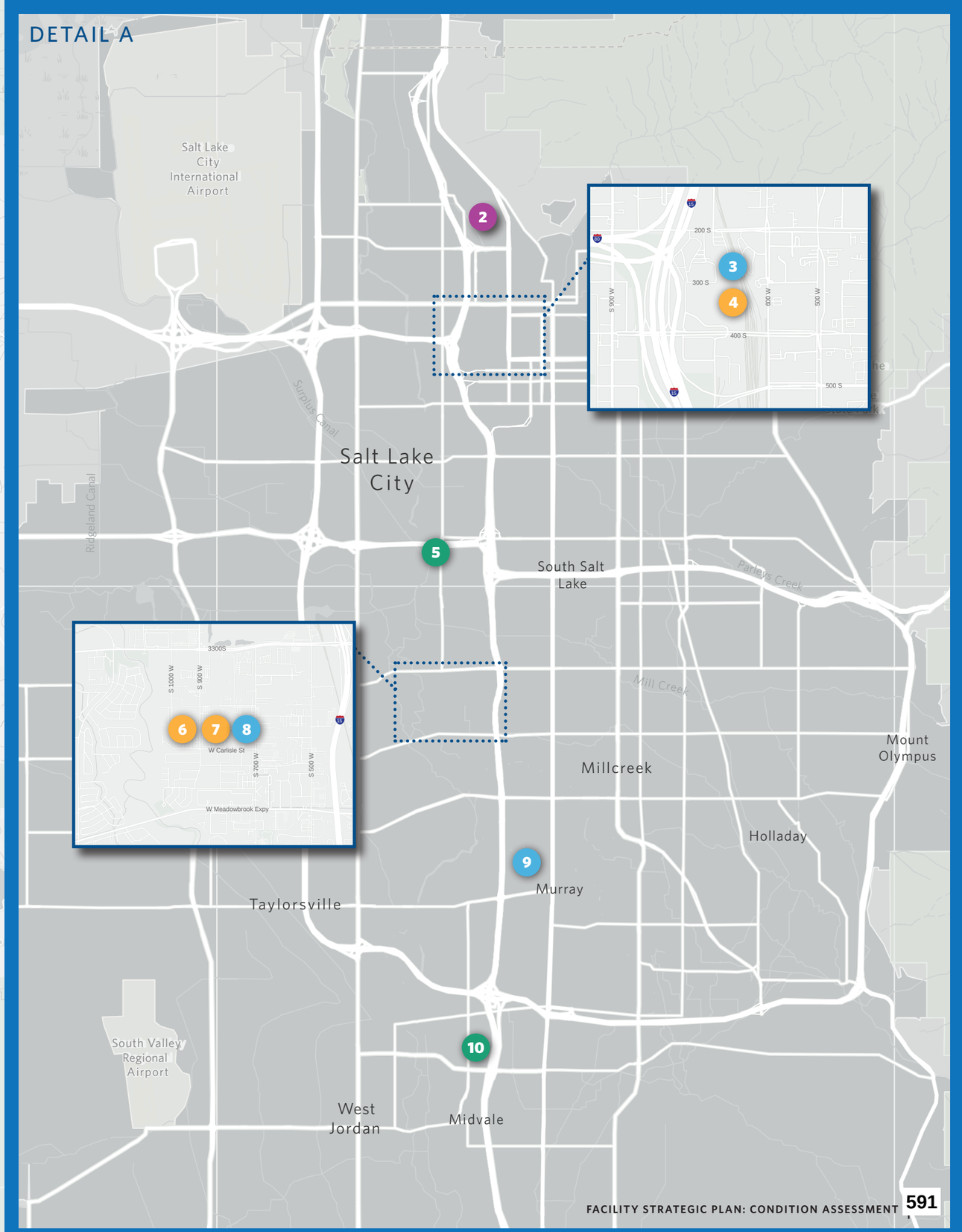
## ADMINISTRATIVE

- 3 FLHQ
- 8 Meadowbrook Admin
- 9 Police HQ

## KEY MAP



05

# BUS AND PARATRANSIT

To cover UTA's large service area, bus operations and maintenance needs are divided across four service units, each with its own dedicated campus. Three of the five campuses—Depot District, Meadowbrook, and Riverside—are in Salt Lake County. Mt. Ogden supports the northern service area in Weber County, and Mt. Timpanogos supports the southern service area in Utah County.

**747**
**TOTAL CAPACITY**

**80%**
**UTILIZATION**

**70.7**
**ACRES**

TOTAL MILES
**TRAVELED**
**19,000,000**
**BUS**
**3,700,000**
**PARATRANSIT**

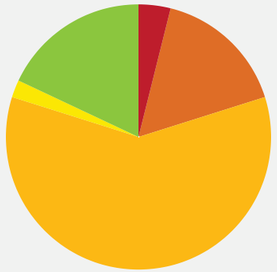
**1,031**
**BUS OPERATORS**
**133**
**PARA OPERATORS**

**237**
**BUS MECHANICS**
**35**
**PARA MECHANICS**



## TOTAL FACILITY CAMPUS SUMMARY SCORECARD

### Mt. Ogden
DEFICIENCY COSTS
**$15.7M**



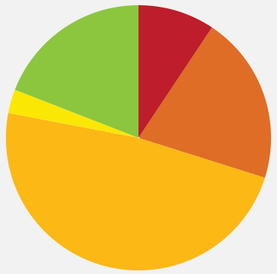
| PRIORITY | COST |
|---|---|
| 1 | $670,754 |
| 2 | $2,458,091 |
| 3 | $9,378,713 |
| 4 | $408,484 |
| 5 | $2,765,942 |

### Depot District
DEFICIENCY COSTS
**$900K**



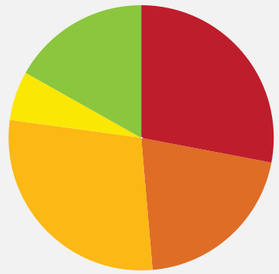
| PRIORITY | COST |
|---|---|
| 1 | $4,450 |
| 3 | $8,900 |
| 5 | $879,142 |

### Meadowbrook
DEFICIENCY COSTS
**$18.3M**



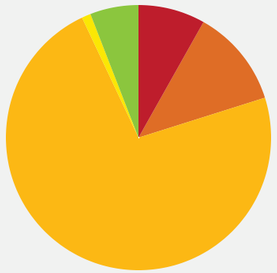
| PRIORITY | COST |
|---|---|
| 1 | $1,150,058 |
| 2 | $3,741,560 |
| 3 | $9,827,478 |
| 4 | $508,828 |
| 5 | $3,116,652 |

### Riverside
DEFICIENCY COSTS
**$4.6M**



| PRIORITY | COST |
|---|---|
| 1 | $1,313,668 |
| 2 | $937,241 |
| 3 | $1,327,880 |
| 4 | $278,730 |
| 5 | $782,132 |

### Mt. Timpanogos
DEFICIENCY COSTS
**$8.9M**



| PRIORITY | COST |
|---|---|
| 1 | $760,861 |
| 2 | $1,006,590 |
| 3 | $6,616,794 |
| 4 | $68,797 |
| 5 | $494,662 |



BUS AND PARATRANSIT

# Mt. Ogden | Operations

135 W 17th St, Ogden, UT 84404



EXTERIOR MT. OGDEN BUILDING 1 OPERATIONS

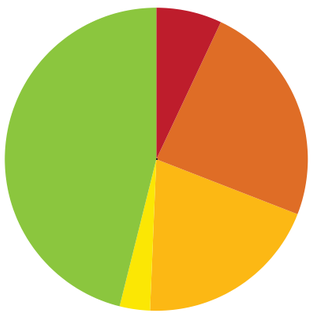
*Mt. Ogden Building 1 Operations building includes offices, dispatch, drivers lounge, exercise room, locker rooms, and a break room.*

## DEFICIENCY COSTS

**$1M**

## OCCUPANCY

**222%**



PRIORITY | COST

1 $72,446

2 $236,384

3 $194,091

4 $32,752

5 $462,978

## ATTRIBUTES

**Facility Area:** 5,844ft²

**Campus:** Mt. Ogden

**Constructed:** 1985

**Renovated:** No

**Previous Use:** Built for UTA

**Construction Type:** Masonry

**In-Kind Replacement Cost:** $2.8M

## FACILITY PURPOSE

**Primary:** Bus Operations

## SEISMIC EVALUATION

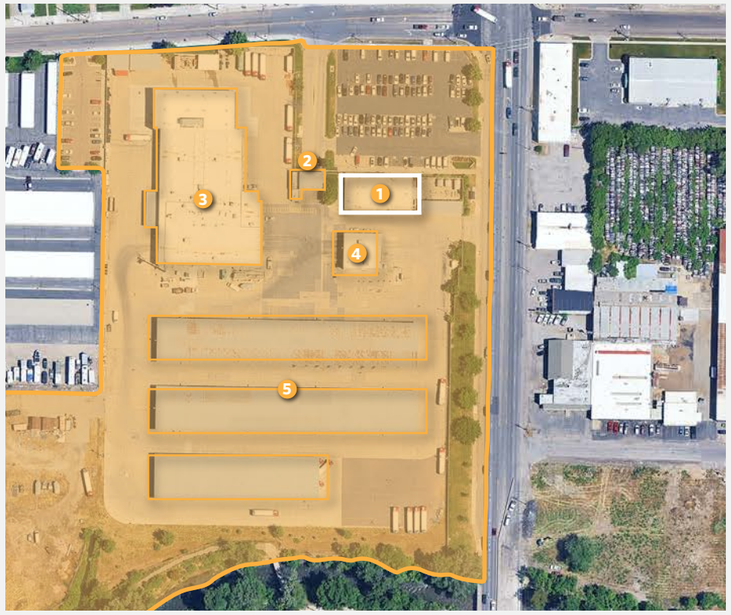
☐ **Scheduled 1st quarter 2027**

## SUMMARY

Operations has outgrown this building. A new building is in design, with an anticipated completion of construction in the summer of 2027. Building 1 will be retained and will provide a useful space for other departments in the highly constrained campus. Future remodel of this building should include upgrades to the Electrical, Fire Suppression and Security deficiencies identified.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1. Operations
2. Guard and Fare Processing
3. Maintenance
4. Fuel Island
5. Canopies

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, interior distribution transformers, and interior fluorescent lighting system identified for replacement. | |
| | Electrical components and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$79,566** |
| **System Security** | Security System has been identified for replacement. | |
| | Security System to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$21,894** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Riser** | Fire Riser identified for replacement. | |
| | Fire Riser to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$3,738** |

### ROOF

| | | |
|---|---|---|
| **Roof and Walkway Protection** | PVC single-ply membrane roof as well as roof covering walkway protection has been identified for replacement. | |
| | Roofing repairs to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$78,035** |

### BUILDING REPLACEMENT

| | | |
|---|---|---|
| **Design** | Operations building is currently in design with scheduled completion in summer 2027. | |
| | Remodel will be designed to modernize and accommodate future needs of UTA. | |
| | Priority 1: Currently Critical | **Estimated Cost: $15.6M** |

**29** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Mt. Ogden | Maintenance

135 W 17th St, Ogden, UT 84404




EXTERIOR MT. OGDEN BUILDING 3 MAINTENANCE

*Mt. Ogden building 3 serves the maintenance needs of the current Mt. Ogden bus fleet, including battery electric buses for OGX. Facilities maintenance and road crew also utilize this facility.*

## DEFICIENCY COSTS

**$6.3M**

## MAINTENANCE CAPACITY UTILIZATION

**82%**



PRIORITY | COST

1 $455,146

2 $1,616,952

3 $1,706,130

4 $353,508

5 $2,141,340

## ATTRIBUTES

**Facility Area:** 40,269 ft²

**Campus:** Mt. Ogden

**Constructed:** 1985

**Renovated:** Expanded 2017

**Previous Use:** Built for UTA

**Construction Type:** Masonry

**In-Kind Replacement Cost:** $26M

## FACILITY PURPOSE

**Primary:** Bus Maintenance

**Service Capacity:** 15 bays

**Vehicle Capacity:** 116

**Current Fleet:** 131

## SEISMIC EVALUATION

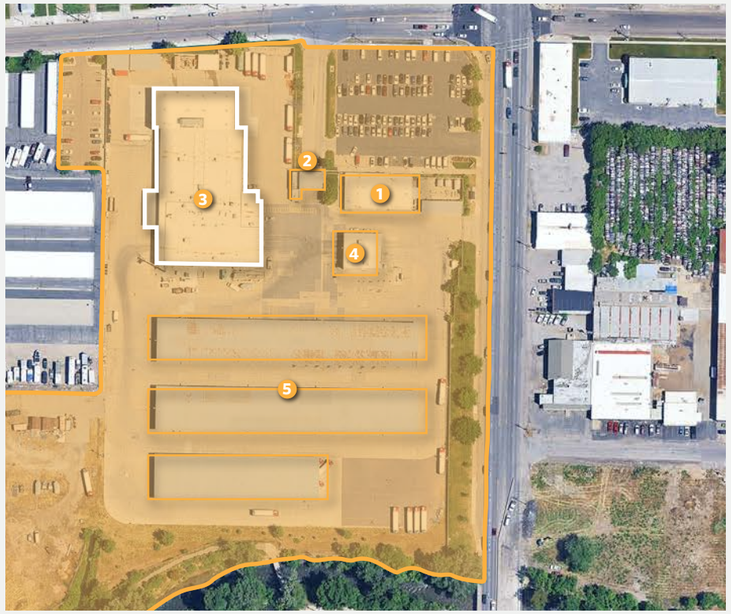
☐ **Scheduled 1st quarter 2027**

## SUMMARY

The 2017 expansion to the maintenance building maximized the potential footprint of the building in its current configuration. The new operations building (scheduled for completion in 2027) provides an opportunity to strategically relocate some functions and reclaim space for vehicle maintenance

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1. Operations
2. Guard and Fare Processing
3. Maintenance
4. Fuel Island
5. Canopies

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Emergency generator and uninterruptible power supply identified for replacement. | |
| | Electrical components and systemsto be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$224,280** |
| **Electrical Distribution** | Panel boards, switchgear, interior distribution transformers identified for replacement. | |
| | Electrical components and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$143,468** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Riser** | Fire Riser identified for replacement. | |
| | Fire Riser to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$3,738** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop units, air handling units, rooftop exhaust fans, hydronic units, utility set fans, gas fueled heaters, chemical feedwater tanks, evaporative coolers, wall mounted exhaust fans, and HVAC controllers were identified for replacement. | |
| | HVAC systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$1,120,332** |

### VEHICULAR EQUIPMENT

| | | |
|---|---|---|
| **Lift, Air, Wash Systems** | Problematic vehicle maintenance equipment including faulty vehicle lift in service bay 3, air compressors, compressed air storage tanks, and poorly operating vehicle wash system were identified for replacement. | |
| | Vehicle Equipment to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$496,620** |

**41** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Mt. Ogden | Support Buildings

135 W 17th St, Ogden, UT 84404

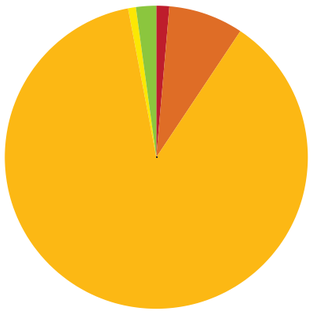



EXTERIOR MT. OGDEN BUILDING 4 FUEL ISLAND

*Mt. Ogden Building 2, Guard and Fare Processing, includes security guard office and bus fare collection. Mt. Ogden Building 4 Fuel Island houses equipment for bus fueling and servicing.*

## DEFICIENCY COSTS

**$8.4M**



PRIORITY | COST

1 $143,162
2 $604,755
3 $7,478,492
4 $19,224
5 $161,624

## GUARD & FARE PROCESSING

**Facility Area:** 515 ft²
**Constructed:** 1985
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $0.2M

## FUEL ISLAND

**Facility Area:** 2,401 ft²
**Constructed:** 1985
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $1.2M

## SUMMARY

Fuel storage tank replacement/modernization is planned. Bus canopy expansion will be required to accommodate additional revenue vehicles. Notable risks for future include: campus configuration, storm water management, and employee parking.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1 Operations
2 Guard and Fare Processing
3 Maintenance
4 Fuel Island
5 Canopies

*Vacant parcel under review*

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Electrical systems including interior distribution transformers and panelboards at Mt. Ogden Canopies, and the bus fueling building have been identified for replacement. | |
| | Electrical components and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$110,232** |

### VEHICULAR EQUIPMENT

| | | |
|---|---|---|
| **Fueling** | Fueling systems identified as original to facility and in need of replacement. | |
| | In addition to the storage tanks, fueling distribution system to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$195,800** |

### STRUCTURE

| | | |
|---|---|---|
| **Curbs and Floor** | Curb forms found with excessive rust corrosion, and slab with large cracks have been identified at the bus fueling building for repair and/or replacement. | |
| | Structural repairs and/or to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$110,894** |

### SITE

| | | |
|---|---|---|
| **Bus Canopies** | Bus Canopies structural steel framing and roof deck have excessive corrosion. Canopies are original to the site (1985) and have been identified for replacement. | |
| | Bus Canopy replacement to be a part of a multi-facility campaign or targeted individual projects. | |
| | Priority 3: Necessary - Not Yet Critical | **$6,586,000** |

### ROOFS

| | | |
|---|---|---|
| **Roof and Walkways** | Roof covering and walkway protection at the Guard and Fare Processing, and Bus Fueling buildings were identified for replacement. | |
| | Roofing repairs to be a part of a multi-facility campaign or targeted individual projects. | |
| | Priority 3: Necessary - Not Yet Critical | **$41,118** |

**47** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

# Depot District | Main Building

669 W 200 S, Salt Lake City, UT, 84101




EXTERIOR DEPORT DISTRICT BUILDING 3

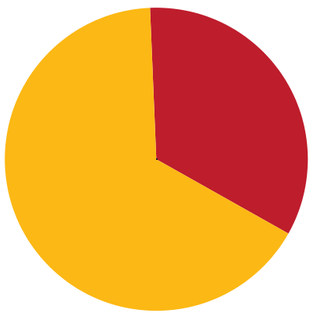
*Depot District houses Administration, Operations and Maintenance for the Salt Lake Service Unit.*

## DEFICIENCY COSTS

**$13K**

## OCCUPANCY

**83%**



PRIORITY | COST

1 $4,450

3 $8,900

## ATTRIBUTES

**Facility Area:** 133,210 ft²

**Campus:** Depot District

**Constructed:** 2022

**Renovated:** No

**Construction Type:** Steel

**In-Kind Replacement Cost:** $56M

## FACILITY PURPOSE

**Primary:** Bus Maintenance

**Service Capacity:** 16 bays

**Vehicle Capacity:** 250

**Current Fleet:** 157

## SEISMIC EVALUATION

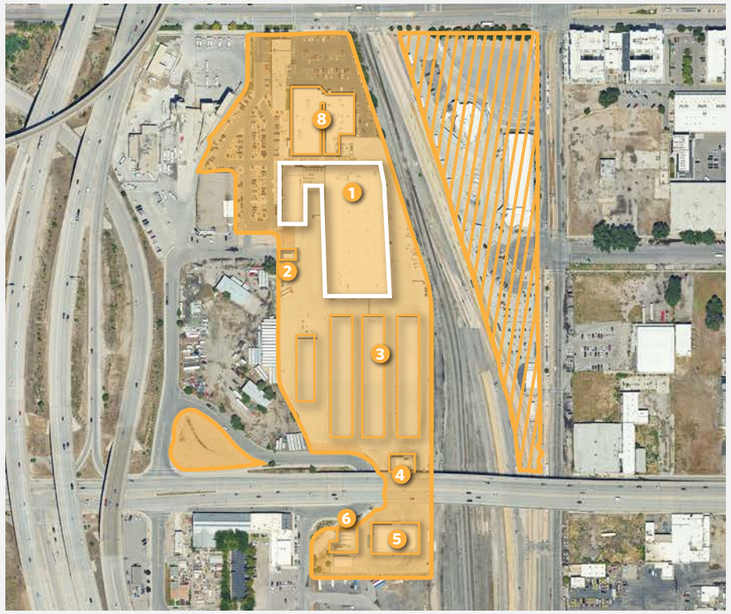
☑ **Built to latest Seismic codes**

## SUMMARY

New building in excellent condition and well maintained. Warranty expired early 2025 and minor reconfiguration projects are expected.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1. Operations and Maintenance
2. Guard House
3. Canopies
4. Bus Wash
5. Fueling Facility
6. Unleaded and Diesel Fuel Tanks
7. CNG Compressor Building
8. FLHQ *(see page 60)*

*Station and TOD Redevelopment planned*

## PRIORITY PROJECTS

### FIRE PROTECTION

| | | |
|---|---|---|
| **Alarm Control System** | Trouble codes found within the control system. | |
| | Addressing errors in fire alarm system would be a part of an individual project. | |
| | Priority 1: Currently Critical | **$4,450** |

### ADA COMPLIANCE

| | | |
|---|---|---|
| **Kitchen and Restroom updates** | Pipe protection under restroom and kitchen sinks need to be updated for ADA compliance. Soap Dispensers and Paper towel holders need to be relocated for ADA compliance. | |
| | ADA compliance updates to be a part of individual repair project. | |
| | Priority 3: Necessary - Not Yet Critical | **$5,000** |

**2** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Depot District | Support Buildings

669 W 200 S, Salt Lake City, UT, 84101



EXTERIOR DEPOT DISTRICT BLDG. 5 CNG FUELING FACILITY

*The Depot District Bus Wash facility is used for bus washing operations and contains two wash bays. The CNG Compressor Building consists of a flammable material storage building and a canopy over compressors. The Unleaded and Diesel Fueling Area is a canopy over the fueling equipment at the south end of the site and an adjacent tank farm. The Guard building contains two offices and is a single-story facility at the west entrance to the site.*

## DEFICIENCY COSTS

**$900K**



PRIORITY | COST

5 $879,142

## SUMMARY

Depot District is new and well maintained.

## BUS WASH

**Facility Area:** 6,070 ft² **Constructed:** 2020

**Construction Type:** Steel **In-Kind Replacement Cost:** $3.8M

## CNG FUELING FACILITY

**Facility Area:** 11,547 ft² **Constructed:** 2015

**Construction Type:** Steel **In-Kind Replacement Cost:** $6.0M

## UNLEADED & DIESEL FUELING AREA

**Facility Area:** 816 ft² **Constructed:** 2015

**Construction Type:** Steel **In-Kind Replacement Cost:** $0.3M

## CNG COMPRESSOR BUILDING

**Facility Area:** 1,940 ft² **Constructed:** 2015

**Construction Type:** Steel **In-Kind Replacement Cost:** $1M

## GUARD BUILDING

**Facility Area:** 250 ft² **Constructed:** 2022

**Construction Type:** Steel **In-Kind Replacement Cost:** $0.3M

## SYSTEM DEFICIENCIES

| | |
|---|---|
| Structure | Fire Protection |
| Roof | Stairs & Elevators |
| Exterior Finishes | Interior Finishes |
| HVAC | Cranes & Hoists |
| Plumbing | ADA Compliance |
| Electrical | Site Improvements |




1. Operations and Maintenance
2. Guard House
3. Canopies
4. Bus Wash
5. Fueling Facility
6. Unleaded and Diesel Fuel Tanks
7. CNG Compressor Building
8. FLHQ *(see page 60)*

*Station and TOD Redevelopment planned*

## PRIORITY PROJECTS

### SITE IMPROVEMENTS

| | | |
|---|---|---|
| **Parking Lots** | Seal coat on parking lots have been identified for repair in north parking lot. | |
| | Repaving north parking lot will be a part of individual project. | |
| | Priority 5: Monitor | **$779,818** |
| **Perimeter Walls, Gates, Fences** | Repair damaged fence posts and chain link fence on west side of building | |
| | Repair will be a part of individual repair project. | |
| | Priority 5: Monitor | **$6,230** |

### INTERIOR FINISHES

| | | |
|---|---|---|
| **Interior Flooring Finishes** | Address pooling and deterioration of floor in Building 5. | |
| | Repairs will be a part of individual repair project. | |
| | Priority 5: Monitor | **$89,712** |

**4** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Meadowbrook | Operations

3600 S 700 W, South Salt Lake, UT, 84119




EXTERIOR MEADOWBROOK BUILDING 7 OPERATIONS

*Meadowbrook Building 7 Operations building is a facility that includes office space, dispatch space, drivers lounge, exercise room, locker rooms, restrooms, and a lunchroom.*

## DEFICIENCY COSTS

**$400K**

## OCCUPANCY

**226%**



PRIORITY | COST

1 $28,658

2 $67,996

3 $119,794

4 $42,186

5 $97,722

## ATTRIBUTES

**Facility Area:** 7,510 ft²

**Campus:** Meadowbrook

**Constructed:** 1990

**Renovated:** No

**Previous Use:** Built for UTA

**Construction Type:** Masonry

**In-Kind Replacement Cost:** $3.6M

## FACILITY PURPOSE

**Primary:** Bus Operations

## SEISMIC EVALUATION

☐ **Scheduled 4th quarter 2025**

## SUMMARY

The most significant deficiency is the size of the building. Based on the sizing of UTA's recently designed bus facilities, MB7 should be over twice the size. A larger replacement building is needed.

## SYSTEM DEFICIENCIES

- **Structure**
- **Roof**
- **Exterior Finishes**
- **HVAC**
- **Plumbing**
- **Electrical**
- **Fire Protection**
- **Stairs & Elevators**
- **Interior Finishes**
- **Cranes & Hoists**
- **ADA Compliance**
- **Site Improvements**




1. Administration *(see page 64)*
2. Fare Retrieval
3. Maintenance
4. Fueling
5. Wash
6. Canopies
7. Operations
8. Maintenance Support
9. Sign-Out

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards and lighting identified for replacement. | |
| | Electrical components and systems to be replaced a part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$53,400** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection/Suppression** | Fire alarm control panel (FACP) and fire riser identified for replacement. | |
| | Fire protection equipment to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$17,444** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop units, heaters, and AC split systems identified for replacement. | |
| | HVAC systems replacements to be a part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$67,996** |

### BUILDING REPLACEMENT

| | | |
|---|---|---|
| **Replacement** | Building is identified as extremely undersized. | |
| | Recommend a replacement building of approximately 34,600 sqft. | |
| | Priority 2: Potentially Critical | **Estimated Cost: $29.8M** |

**16** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Meadowbrook | Maintenance

3600 S 700 W, South Salt Lake, UT, 84119



EXTERIOR MEADOWBROOK BUILDING 3 MAINTENANCE

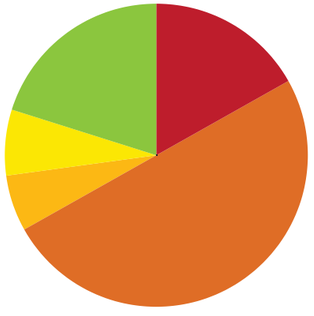
*Meadowbrook Building 3 Maintenance building provides a comprehensive service facility for inspecting and repairing UTA's bus fleet vehicles. Additionally, the building has administrative offices, locker rooms, parts storage rooms, and a break room. A 2023 addition added seven maintenance bays to the building.*

## DEFICIENCY COSTS

**$2M**

## MAINTENANCE CAPACITY UTILIZATION

**37%**



PRIORITY | COST

1. $340,336
2. $1,012,108
3. $119,616
4. $145,960
5. $408,332

## ATTRIBUTES

**Facility Area:** 52,162 ft²
**Campus:** Meadowbrook
**Constructed:** 1981
**Renovated:** 2023
**Previous Use:** Built for UTA
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $33M

## FACILITY PURPOSE

**Primary:** Bus Maintenance
**Service Capacity:** 31 bays
**Vehicle Capacity:** 254
**Current Fleet:** 169

## SEISMIC EVALUATION

☐ **Scheduled 4th quarter 2025**

## SUMMARY

Ongoing repairs to the building resulting from the damaged fire suppression main will address many deficiencies. MB3 has sufficient maintenance space to support expansions in revenue fleet, however, spaces such as locker rooms, tool storage and areas for desktop work are overcrowded and will need expansion.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1. Administration *(see page 64)*
2. Fare Retrieval
3. Maintenance
4. Fueling
5. Wash
6. Canopies
7. Operations
8. Maintenance Support
9. Sign-Out

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, switchgear, uniterruptible power supply, diesel generator, interior distribution transformers, automatic transfer switches, and lighting identified for replacement. | |
| | Lighting is currently under construction and being addressed. Electrical components and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$457,638** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Riser** | Fire Riser identified for replacement. | |
| | Fire Riser replacement is currently under construction. | |
| | Priority 1: Currently Critical | **$7,476** |

### VEHICULAR EQUIPMENT

| | | |
|---|---|---|
| **Compressed Air System** | Air compressors and Air dryers identified for replacement. | |
| | Air Compressor system to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$135,280** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Air handling units, rooftop units, evaporative coolers, rooftop exhaust fans, make-up air unit, and wall mounted exhaust fans identified for replacement. | |
| | HVAC systems replacements to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$78,035** |

### BUILDING EXPANSION

| | | |
|---|---|---|
| **Expansion Program** | Building is undersized to maintain the fleet it serves and an expansion is needed. | |
| | Building is under review for redesign and modernization. | |
| | Priority 1: Currently Critical | **$TBD** |

**29** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Meadowbrook | Body Shop & Support

3600 S 700 W, South Salt Lake, UT, 84119

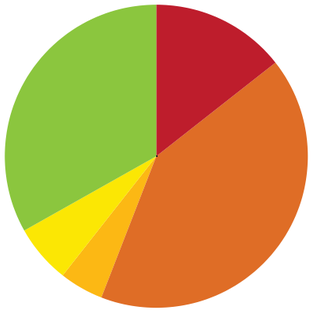



EXTERIOR MEADOWBROOK BUILDING 8 SUPPORT & BODY

*Meadowbrook Building 8 houses Maintenance Support & Body Work, including a machine shop, parts recieving department, and paint facilities. Additionally, Facilities Maintenance and Non-Revenue Vehcile maintenance support operate out of MB8.*

## DEFICIENCY COSTS

# $4.5M



PRIORITY | COST

1 $625,848
2 $1,908,338
3 $205,768
4 $246,708
5 $1,517,984

## ATTRIBUTES

**Facility Area:** 72,072
**Campus:** Meadowbrook
**Constructed:** 1981
**Renovated:** No
**Previous Use:** Built for UTA
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $35M

## FACILITY PURPOSE

**Primary:** Bus Body Shop

## SEISMIC EVALUATION

☐ **Scheduled 4th quarter 2025**

## SUMMARY

Aged electrical infrastructure and HVAC systems. Building is size constrained, especially in receiving and body work.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1 Administration *(see page 64)*
2 Fare Retrieval
3 Maintenance
4 Fueling
5 Wash
6 Canopies
7 Operations
8 Maintenance Support
9 Sign-Out

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, electrical service, interior distribution transformers, switchboards, emergency egress lighting, and lighting controls identified for replacement. | |
| | Electrical components and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$416,342** |
| **Electrical Distribution** | Generator and uninterruptible power supply identified for replacement. | |
| | Electrical components and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$206,658** |

### CONVEYING

| | | |
|---|---|---|
| **Elevators, Lifts, Escalators** | Freight elevators identified for replacement. | |
| | Freight elevator to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$842,474** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop units, cooling towers, evaporative coolers, rooftop exhaust fans, make-up air unit, AC split system, dust collection system, heaters, and wall mounted exhaust fans identified for replacement. | |
| | HVAC systems replacements to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$767,180** |

**47** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Meadowbrook | Support Buildings

3600 S 700 W, South Salt Lake, UT, 84119

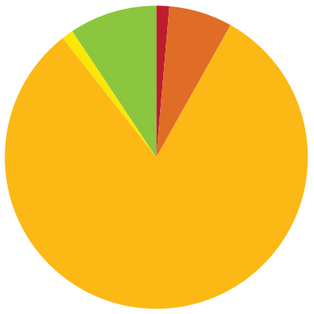


EXTERIOR MEADOWBROOK BUILDING 6

*Meadowbrook Building 2 Fare Processing is an office building for fare collection. Building 4 Fuel Island includes equipment for bus fueling, currently only supporting diesel buses. The Bus Wash is contains five wash bays and Sign-Out Building 6 is a diminutive two-room office.*

## DEFICIENCY COSTS

**$11.4M**



PRIORITY | COST

1. $155,216
2. $753,118
3. $9,382,300
4. $79,974
5. $1,092,614

## FARE PROCESSING

**Facility Area:** 1,776 ft²
**Constructed:** 1988
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $0.8M

## FUEL ISLAND

**Facility Area:** 4,211 ft²
**Constructed:** 1981
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $1.6M

## BUS WASH

**Facility Area:** 12,141 ft²
**Constructed:** 1981
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $7.6M

## SIGN-OUT OFFICE

**Facility Area:** 400 ft²
**Constructed:** 1988
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $0.1M

## SUMMARY

The campus is aging but attentively maintained. Canopy parking is sufficient but aging. While the campus is expansive, capacity issues at individual buildings and additional propulsion service and maintenance needs will soon constrain the site and must be carefully managed.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1. Administration *(see page 64)*
2. Fare Retrieval
3. Maintenance
4. Fueling
5. Wash
6. Canopies
7. Operations
8. Maintenance Support
9. Sign-Out

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Interior distribution transformers, panelboards, Lighting, security,and lighting control identified for replacement at buildings 2, 4, & 5. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$160,556** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection / Suppression** | Fire alarms and fire riser identified for replacement at Building 4 Fuel Island. | |
| | Fire protection equipment to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$41,652** |

### STRUCTURAL

| | | |
|---|---|---|
| **Bus Wash** | Floor slab identified for replacement due to large cracks. | |
| | Floor repair to be a part of a targeted repair program or an individual project. | |
| | Priority 2: Potentially Critical | **$484,160** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop units, heaters, and AC split system, rooftop exhaust fans, evaporative coolers, and centrifugal fans identified for replacement at buildings 2, 4, & 5. | |
| | HVAC systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$226,950** |

### PLUMBING

| | | |
|---|---|---|
| **Domestic Water Distribution** | Domestic water heaters, drinking fountains, bathrooms, trench drains and emergency eyewash identified for repair or replacement in buildings 4 & 5. | |
| | Plumbing systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 3: Necessary - Not Yet Critical | **$77,964** |

**73** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Riverside | Operations

3610 S 900 W, South Salt Lake, UT 84119




EXTERIOR RIVERSIDE PARATRANSIT OPERATIONS FACILITY

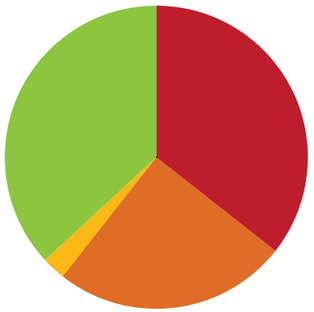
*The UTA Riverside Paratransit Operations provides workspace for UTA's Paratransit services including operations, dispatch, scheduling, radio and control. The facility is supported by two relocatable buildings to accommodate an expanded workforce.*

## DEFICIENCY COSTS

**$300K**

## OCCUPANCY

**160%**




## ATTRIBUTES

**Facility Area:** 8,327 ft²
**Campus:** Riverside
**Constructed:** 1996
**Renovated:** No
**Previous Use:** Built for UTA
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $4.0M

## FACILITY PURPOSE

**Primary:** Paratransit Operations

## SEISMIC EVALUATION

☐ **Scheduled 1st quarter 2027**

## SUMMARY

Electrical infrastructure, HVAC limitations and water infiltration are all problematic, however, overcrowding is the primary deficiency. Relocatables are very demanding to keep well maintained. Building replacement is likely more feasible than rehabilitation.

## SYSTEM DEFICIENCIES

- **Structure**
- **Roof**
- **Exterior Finishes**
- **HVAC**
- **Plumbing**
- **Electrical**
- **Fire Protection**
- **Stairs & Elevators**
- **Interior Finishes**
- **Cranes & Hoists**
- **ADA Compliance**
- **Site Improvements**




1. Operations
2. Security
3. Maintenance
4. Fueling
5. Canopies

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, interior distribution transformers, uninterruptible power supply, public address system identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$128,338** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop exhaust fans, and AC units were identified for replacement. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$31,755** |

### ROOF

| | | |
|---|---|---|
| **Roof / Walls / Ceiling** | Roof, gutters, siding, and exterior doors identified for replacement. | |
| | Roofing and exterior repairs to be a part of a multi-facility campaign or targeted individual projects. | |
| | Priority 3: Necessary - Not Yet Critical | **$68,700** |

### BUILDING REPLACEMENT

| | | |
|---|---|---|
| **Replacement** | Building is identified as undersized. | |
| | Building replacement is currently under review. New building estimated size is 15,200sqft. | |
| | Priority 1: Currently Critical | **Estimated Cost: $13.1M** |

**12** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Riverside | Maintenance

3610 S 900 W, South Salt Lake, UT 84119




EXTERIOR RIVERSIDE PARATRANSIT MAINTENANCE BUILDING

*The Riverside maintenance building provides workspace for maintenance and service of Paratransit and Flex vans, including a space for tire maintenance contractor to work. The building also provides limited locker rooms and administrative work spaces.*

## DEFICIENCY COSTS

**$2.6M**

## MAINTENANCE CAPACITY UTILIZATION

**57%**



PRIORITY | COST

1 $946,020
2 $672,662
3 $122,108
4 $262,372
5 $663,228

## ATTRIBUTES

**Facility Area:** 27,461 ft²
**Campus:** Riverside
**Constructed:** 2010
**Renovated:** No
**Previous Use:** Built for UTA
**Construction Type:** Steel
**In-Kind Replacement Cost:** $13M

## FACILITY PURPOSE

**Primary:** Bus Maintenance
**Service Capacity:** 13
**Vehicle Capacity:** 125
**Current Fleet:** 117

## SEISMIC EVALUATION

☐ **Scheduled 1st quarter 2027**

## SUMMARY

Electrical infrastructure, HVAC upgrades and replacement of failing equipment are all needed. There is insufficient desking/ office workspace. Expansion and renovation are needed.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1. Operations
2. Security
3. Maintenance
4. Fueling
5. Canopies

## PRIORITY PROJECTS

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection/Suppression** | Sprinkler system and fire alarm system identified for replacement. | |
| | Fire Protection equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$820,580** |

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, interior distribution transformers, uninterruptible power supply, lighting, and switchgear were identified for repair and replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$361,874** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop exhaust fans, evaporative coolers, expansion tanks, circulating pumps, chemical feedwater tank, rooftop units, garage exhaust units, heaters and boilers were identified for replacement. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$340,158** |

### VEHICULAR EQUIPMENT

| | | |
|---|---|---|
| **Lifts and Compressed Air** | Bus lifts, air compressor, air dryer, and compressed air storage tanks identified for replacement. | |
| | Lifts and Air Compressor system to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$281,240** |

### BUILDING REPLACEMENT

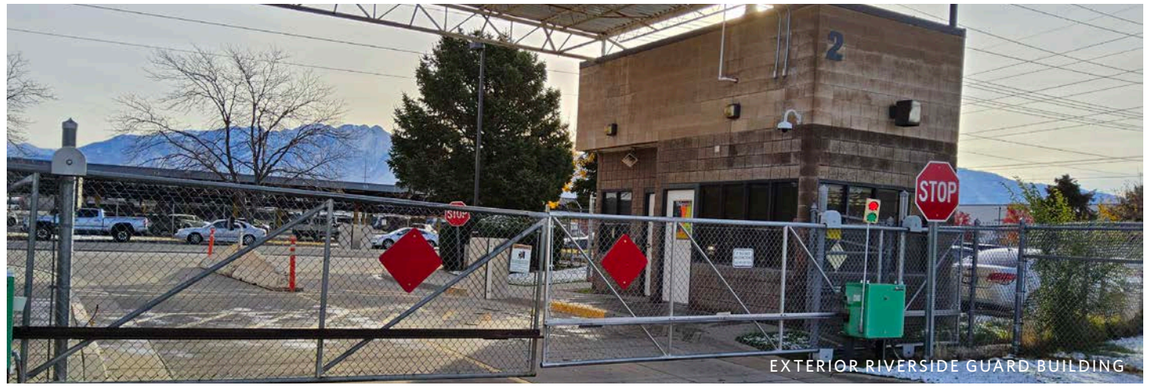
| | | |
|---|---|---|
| **Replacement** | Building is identified as overcrowded and has limitations in facility equipment. | |
| | Building replacement is currently under review. New building estimated size is 5,400 sqft. | |
| | Priority 1: Currently Critical | **Estimated Cost: $10.7M** |

**36** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Riverside | Support Buildings

3610 S 900 W, South Salt Lake, UT 84119

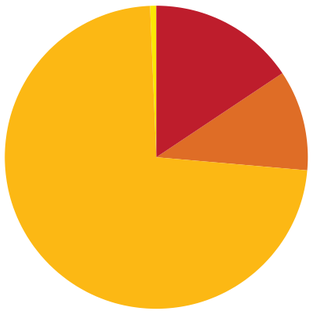


EXTERIOR RIVERSIDE GUARD BUILDING

*The Riverside Guard building is a single-story facility used as a security entrance for the site. The Fuel Island contains a number of above ground tanks for diesel, gasoline and other fluids, which are delivered to the Service Building for vehicle fueling.*

## DEFICIENCY COSTS

**$1.7M**




## SUMMARY

A number of equipment issues, especially at fuel island, require attention. Demands for fueling at this facility are not optimal for the fuel tank configuration and condition. Site entrance and drive lanes are not optimal for fuel trucks and should be improved.

## GUARD BUILDING

**Facility Area:** 240 ft²
**Constructed:** 1996
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $0.1M

## FUEL ISLAND

**Facility Area:** 4,625 ft²
**Constructed:** 1996
**Construction Type:** Steel
**In-Kind Replacement Cost:** $1.7M

## SERVICE BUILDING

**Facility Area:** 4,401 ft²
**Constructed:** 1996
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $2.1M

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1. Operations
2. Security
3. Maintenance
4. Fueling
5. Canopies

## PRIORITY PROJECTS

### VEHICULAR EQUIPMENT

| | | |
|---|---|---|
| **Fueling System** | Replacement of unused diesel AST with additional 12k gal unleaded AST, including replacement of underground piping was identified at the Riverside Fuel Island. | |
| | Fuel system to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$320,000** |

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, automatic transfer switches, interior distribution transformers, emergency generator, lighting, and public address system were identified for repair and replacement at both the Fares & Guard Structure and Service Building. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$237,513** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection/Suppression** | Fire Alarms identified for replacement at both Fares & Guard Structure and Service Building. | |
| | Fire Protection equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$34,710** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Garage exhaust units, heaters and evaporative coolers were identified for replacement at the Service Building. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$113,030** |

**28** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Mt. Timpanogos | Operations

1110 Geneva Rd, Orem, UT 84058



EXTERIOR MT. TIMPANOGOS BUILDING 1 OPERATIONS

*Mt. Timpanogos Building 1 Operations includes work and support spaces for Administration Operations and Dispatch. The building has overflowed into a complex of relocatable structures, which house office spaces, meeting rooms and network and radio infrastructure.*

## DEFICIENCY COSTS
**$600K**

## OCCUPANCY
**142%**




## ATTRIBUTES

**Facility Area:** 6,935 ft²
**Campus:** Mt. Timpanogos
**Constructed:** 1988
**Renovated:** No
**Previous Use:** Built for UTA
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $3.3M

## FACILITY PURPOSE

**Primary:** Bus Maintenance
**Service Capacity:** 10 bays (40'), 3 bays (60')
**Vehicle Capacity:** 93
**Current Fleet:** 89

## SEISMIC EVALUATION

☐ **Scheduled 1st quarter 2027**

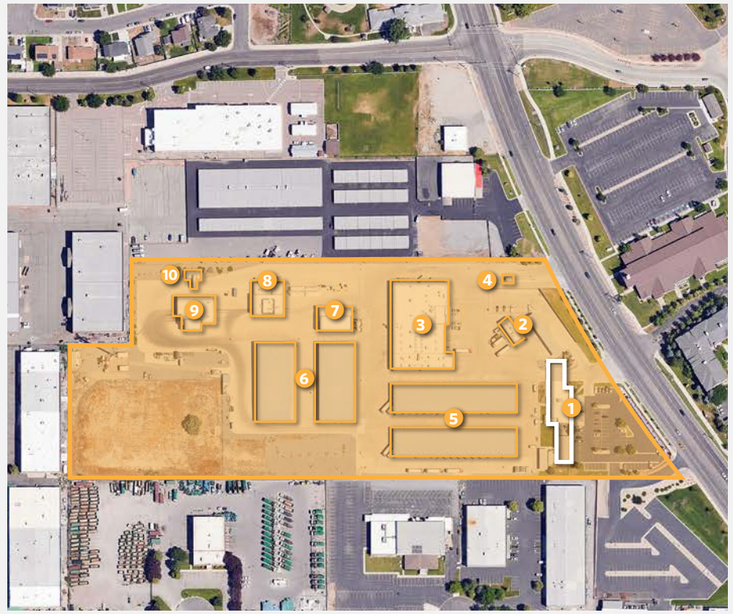
## SUMMARY

HVAC issues and overcrowding are problematic. The building is undersized for the workforce. Building replacement is likely more feasible than expansion/renovation.

UDOT data shows that daily traffic on Geneva Road has tripled since UTA operations began in 1988, sharply increasing the risk of vehicle-bus conflicts at the campus's only non-signalized access point.

## SYSTEM DEFICIENCIES

- **Structure**
- **Roof**
- **Exterior Finishes**
- **HVAC**
- **Plumbing**
- **Electrical**
- **Fire Protection**
- **Stairs & Elevators**
- **Interior Finishes**
- **Cranes & Hoists**
- **ADA Compliance**
- **Site Improvements**




1. Operations
2. Service
3. Maintenance
4. Security
5. Canopies
6. Bus Canopies
7. Tires
8. Fueling
9. Wash
10. Fares

## PRIORITY PROJECTS

| | | |
|---|---|---|
| **ELECTRICAL** | | |
| **Electrical Distribution** | Panelboard, interior distribution transformers, security system, clock, public address system, and uninterruptible power supply were identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$152,368** |
| **FIRE PROTECTION** | | |
| **Fire Protection/Suppression** | Fire riser and fire alarm control system identified for replacement. | |
| | Fire Protection equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$24,920** |
| **HVAC** | | |
| **Mechanical/HVAC** | Condenser, rooftop exhaust fans, AC split systems, and rooftop units were identified for replacement. | |
| | HVAC systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$64,970** |
| **SITE ACCESS** | | |
| **Real Estate Acquisition** | Site access improvements identified to be improved for buses safely accessing the site due to traffic increases. | |
| | Real Estate acquisition and drive aisle construction required. Currently under investigation. | |
| | Priority 1: Currently Critical | **$TBD** |
| **BUILDING REPLACEMENT** | | |
| **Replacement** | Building is over capacity. | |
| | Building replacement is currently under review and needs to double in size from 6,935sqft to potentially 13,200 sq ft. | |
| | Priority 1: Currently Critical | **Estimated Cost: $11.4M** |

**33** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Mt. Timpanogos | Maintenance

1110 Geneva Rd, Orem, UT 84058




EXTERIOR MT. TIMPANOGOS BUILDING 3 MAINTENANCE

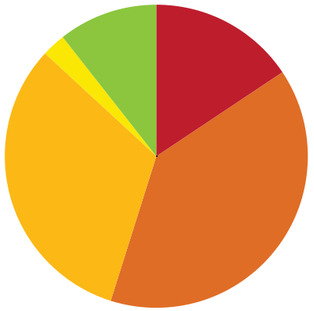
*Mt. Timpanogos Building 3 Maintenance provides comprehensive service and maintenance capabilities for UTA buses. To meet the demands of UVX 60 ft articulated buses, an addition was constructed in 2007.*

## DEFICIENCY COSTS

**$2M**

## MAINTENANCE CAPACITY UTILIZATION

**56%**



PRIORITY | COST

1 $304,024
2 $810,790
3 $650,056
4 $46,814
5 $213,244

## ATTRIBUTES

**Facility Area:** 24,357 ft²
**Campus:** Mt. Timpanogos
**Constructed:** 1988
**Renovated:** 2017
**Previous Use:** Built for UTA
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $16M

## FACILITY PURPOSE

**Primary:** Bus Maintenance
**Service Capacity:** 10 bays (40'), 3 bays (60')
**Vehicle Capacity:** 93
**Current Fleet:** 89

## SEISMIC EVALUATION

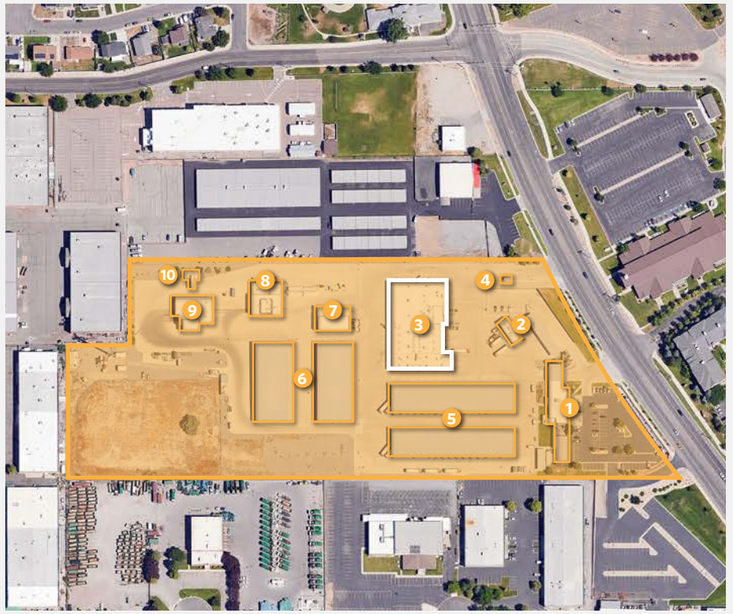
☐ **Scheduled 1st quarter 2027**

## SUMMARY

Generally, the building works well for it's intended purpose. Some maintenance equipment requires overhaul or replacement and the overhead doors are deteriorated and are not fully functional, limiting efficiency.

## SYSTEM DEFICIENCIES

- **Structure**
- **Roof**
- **Exterior Finishes**
- **HVAC**
- **Plumbing**
- **Electrical**
- **Fire Protection**
- **Stairs & Elevators**
- **Interior Finishes**
- **Cranes & Hoists**
- **ADA Compliance**
- **Site Improvements**




1 Operations
2 Service
3 Maintenance
4 Security
5 Canopies
6 Bus Canopies
7 Tires
8 Fueling
9 Wash
10 Fares

## PRIORITY PROJECTS

| | | |
|---|---|---|
| **ELECTRICAL** | | |
| **Electrical Distribution** | Panelboard, internal distribution transformers, security, public address, switchboards, and uninterruptible power supply identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$317,018** |
| **FIRE PROTECTION** | | |
| **Fire Protection/Suppression** | Fire alarm control, fire riser, and back flow system identified for replacement. | |
| | Fire protection systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$28,124** |
| **HVAC** | | |
| **Mechanical/HVAC** | Hot water circulating pumps, wall mounted exhaust fans, rooftop exhaust fans, evaporative coolers, utility exhaust fans, heaters, rooftop units, and make-up air units identified for replacement. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$757,390** |
| **EXTERIOR ENCLOSURE** | | |
| **Exterior Doors** | Exterior roll-up doors identified for replacement. | |
| | Doors to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 5: Monitor | **$202,208** |

**36** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

BUS AND PARATRANSIT

# Mt. Timpanogos | Support Buildings

1110 Geneva Rd, Orem, UT 84058

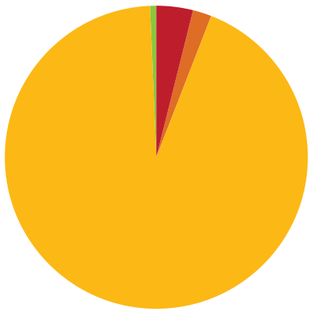



EXTERIOR MT. TIMPANOGOS BUILDING 6 TIRES

*An original 1988 fueling building has been replaced with the 2017 UVX expansion project, which also added four further buildings, rounding out the capabilities of the service unit. The buildings are in good condition, however the access to the facility is proving to be problematic.*

## DEFICIENCY COSTS

# $6.3M



PRIORITY | COST

1 $274,654
2 $117,836
3 $5,886,816
4 $890
5 $24,564

## SERVICE/SIGNOUT BUILDING

**Facility Area:** 128 ft² **Constructed:** 2017
**Construction Type:** Masonry **In-Kind Replacement Cost:** $.05M

## FUEL ISLAND

**Facility Area:** 1,637 ft² **Constructed:** 1988
**Construction Type:** Masonry **In-Kind Replacement Cost:** $0.6M

## TIRE BUILDING

**Facility Area:** 2,739 ft² **Constructed:** 2017
**Construction Type:** Steel **In-Kind Replacement Cost:** $1.3M

## FUEL STATION

**Facility Area:** 6,084 ft² **Constructed:** 2017
**Construction Type:** Steel **In-Kind Replacement Cost:** $2.3M

## BUS WASH

**Facility Area:** 6,570 ft² **Constructed:** 2017
**Construction Type:** Steel **In-Kind Replacement Cost:** $4.1M

## GUARD & FARE PROCESSING

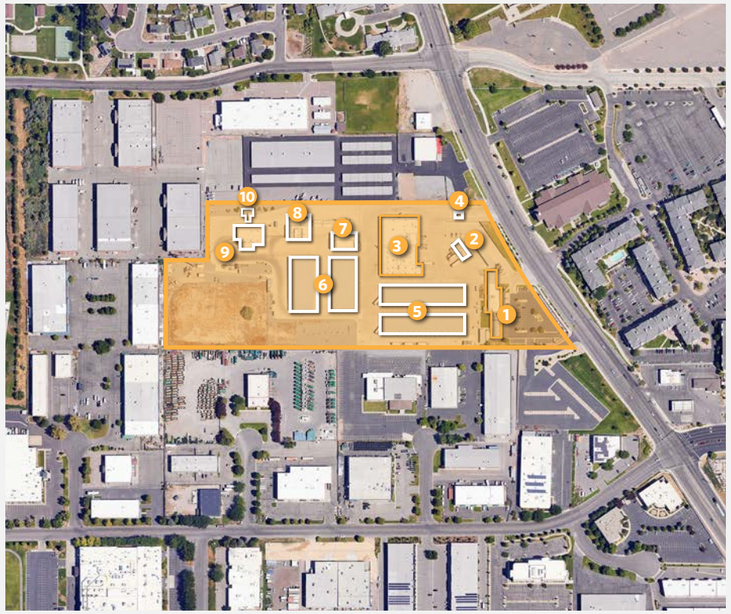
**Facility Area:** 595 ft² **Constructed:** 2017
**Construction Type:** Masonry **In-Kind Replacement Cost:** $.25M

## SUMMARY

Several individual mechanical and electrical deficiencies. Bus canopies are full and additional fleet is expected. The most critical problem is access to the site. Additional site entrance/exit is needed due to traffic on Geneva Road hampering roll-out. Development on surrounding property is already limiting potential solutions. Additional roadway access is an urgent need.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1 Operations
2 Service
3 Maintenance
4 Security
5 Canopies
6 Bus Canopies
7 Tires
8 Fueling
9 Wash
10 Fares

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Generator and ATS (Automatic Transfer Switch) were identified for replacement at the Fuel Island building. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$210,930** |
| **Electrical Distribution** | Panelboards, switchgear, interior distribution transformer were identified for replacement at the Fuel Island building. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$55,714** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection/Suppression** | Fire riser identified for replacement. | |
| | Fire protection systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$8,010** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Fail coils, heaters, make-up air units, evaporative coolers, and utility exhaust fans identified for replacement at the Fuel Island. | |
| | HVAC and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$117,836** |

### SITE IMPROVEMENTS

| | | |
|---|---|---|
| **Exterior** | Repairs to Concrete Bus Parking Lot and Expanding Bus Canopies has been identified to improve the site. | |
| | Site Repairs to be a part of targeted replacement program. | |
| | Priority 3: Necessary - Not Yet Critical | **$5.86M** |

**25** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

06

# LIGHT RAIL

UTA performs maintenance operations and vehicle storage for their light rail transit system at two facilities: Midvale Rail Service Center and the Jordan River Rail Service Center. Combined, the two facilities have 400k sqft of building space, vehicle capacity of 201 LRT vehicles, 31 shop bays for maintenance, and 41 acres across the two sites.

**201**
**LRT VEHICLE CAPACITY**

**58%**
**UTLIZATION**

**400,000 FT²**
**OF BUILDING SPACE**

**41**
**ACRES**

**217**
**LRT OPERATORS**

**107**
**LRT MECHANICS**

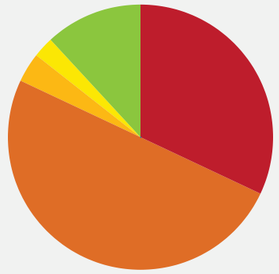
2024

TOTAL MILES
**TRAVELED**
**7,144,089**

## TOTAL FACILITY CAMPUS SUMMARY SCORECARD

### Jordan River

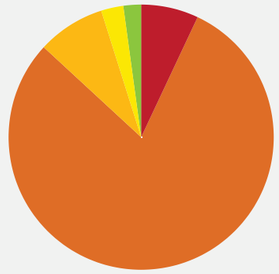
DEFICIENCY COSTS
**$15.3M**



| PRIORITY | COST |
|---|---|
| 1 | $4,871,771 |
| 2 | $7,616,442 |
| 3 | $594,164 |
| 4 | $339,090 |
| 5 | $1,828,238 |

### Midvale

DEFICIENCY COSTS
**$12.5M**



| PRIORITY | COST |
|---|---|
| 1 | $849,950 |
| 2 | $9,987,669 |
| 3 | $1,028,128 |
| 4 | $326,185 |
| 5 | $307,940 |



Jordan River Rail Service Center

LIGHT RAIL

# Jordan River Rail Service Center | JRRSC

2264 S 900 W, South Salt Lake, UT 8411

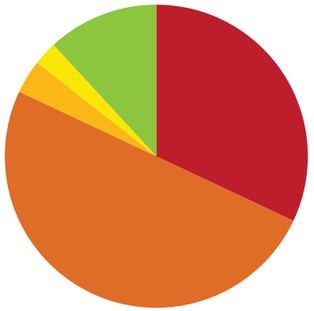


EXTERIOR JRSSC

*The UTA Jordan River Rail Service Center provides comprehensive services including storage, routine maintenance, and repairs. The building also hosts a large number of administrative functions and the TRAX control room.*

## DEFICIENCY COSTS

**$15.3M**



PRIORITY | COST

1 $4,871,771
2 $7,616,442
3 $594,164
4 $339,090
5 $1,828,238

## ATTRIBUTES

**Facility Area:** 310,276 ft²
**Campus:** Jordan River
**Constructed:** 1975
**Renovated:** 2011
**Previous Use:** Warehouse
**Construction Type:** Steel Frame + CIP Concrete
**In-Kind Replacement Cost:** $230M

## FACILITY PURPOSE

**Primary:** LRT Maintenance
**Service Capacity:** 16 bays
**Vehicle Capacity:** 101
**Current Fleet:** 77 (S70s)

## SEISMIC EVALUATION

☑ **Completed:** 11-2024

## SEISMIC STUDY

| | |
|---|---|
| **Foundation** | Mid Seismic Priority (Somewhat concerning) |
| | Enlarge and tie together existing footings for lateral spread |
| **Walls** | Low Seismic Priority (Fails per analysis, lower concern) |
| | Add concrete walls, misc building/ nonstructural improvements |
| **Roof/Slab** | Mid Seismic Priority (Somewhat concerning) |
| | Strengthen existing roof and floor decks/ beams |

## TOTAL SEISMIC COSTS

**$40M**




1 Jordan River Rail Service Center
2 Jordan River 2 *(Under Construction)*
3 Fire House
4 Technical Training Education Center *(Under Construction)*

## SUMMARY

Facility is serving its current needs well with sufficient capacity. The completion of JR2 will reduce the demand for parking that currently overcrowds available space. Several equipment, mechanical and electrical deficiencies, as well as limitations in structural performance, indicate the need for a renovation.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements

## PRIORITY PROJECTS

### SITE

| | | |
|---|---|---|
| **Water Main** | Underground water main that supplies fire suppression at site's east elevation has major leaks since April/ May 2024 and continues to be an issue. Water main repair will be a part of individual project. Cost is estimated. | |
| | Priority 1: Currently Critical | **$3,560,000** |

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, main distribution panel, interior distribution transformer, emergency lighting, lighting control panel, exterior and interior lighting were identified for replacement. Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$1,161,361** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection/Suppression** | Fire alarm devices identified for replacement. Fire protection systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$667,500** |

### PLUMBING

| | | |
|---|---|---|
| **Domestic Water Distribution** | Domestic water distribution piping identified for replacement due to brown water in lavatories. Water distribution to be a part of a targeted replacement program during the next modernization project. | |
| | Priority 2: Potentially Critical | **$3,310,800** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop units, air handling units, overhead destratification fans, heaters, rooftop exhaust fans, AC window units, and AC split systems identified for replacement. HVAC and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$2,903,892** |

**39** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

LIGHT RAIL

# Midvale | Service Center

613 W 6960 S, Midvale, UT 84047

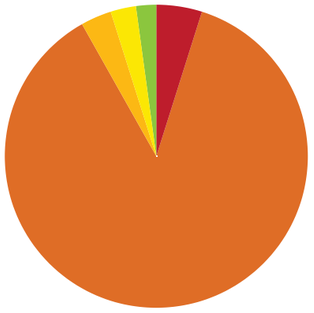


EXTERIOR MIDVALE SERVICE CENTER

*Midvale Rail Service Center was renovated to serve the opening of TRAX and the first generation of LRT vehicles at UTA. Midvale also houses the backup control room for FrontRunner.*

## DEFICIENCY COSTS

# $11.1M



PRIORITY | COST

1 $587,400
2 $9,607,372
3 $415,986
4 $286,580
5 $247,242

## SUMMARY

Aging and deteriorated equipment are demanding to maintain, and several critical elements of the facility have outgrown their available space. A large scale renovation and expansion project is likely required.

## ATTRIBUTES

**Facility Area:** 89,440 ft²
**Campus:** Midvale
**Constructed:** 1984
**Renovated:** 1997
**Previous Use:** Manufacturing
**Construction Type:** Steel Frame + Masonry
**In-Kind Replacement Cost:** $66M

## FACILITY PURPOSE

**Primary:** LRT Maintenance
**Service Capacity:** 16 bays
**Vehicle Capacity:** 101
**Current Fleet:** 40 (Siemens SD100 & SD160s)

## SEISMIC EVALUATION

☑ **Completed:** 11-2024

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements

## SEISMIC STUDY

| | |
|---|---|
| **Foundation** | Low Seismic Priority (Fails per analysis, lower concern) |
| | Enlarged existing footings |
| **Walls** | Mid Seismic Priority (Somewhat concerning) |
| | Strengthen concrete & masonry walls, misc building/nonstructural improvement |
| **Roof/Slab** | Highest Seismic Priority (Very concerning) |
| | Replace roof deck/beams and connect to masonry shear walls |

## TOTAL SEISMIC COSTS

# $22M




1 Midvale Rail Service Center
2 MOW Facilities Building
3 Paint Booth Building

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Panelboards, automatic transfer switch, switchgear, lighting, interior distribution transformer, and motor control center identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$854,400** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Air Handling, Condenser, exhaust fans, rooftop units, make-up air units identified for replacement. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$1,045,572** |

### CRANES & HOISTS

| | | |
|---|---|---|
| **Cranes & Hoists** | Hoists and cranes identified for replacement. | |
| | Hoists and cranes to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$987,900** |

### CONVEYING

| | | |
|---|---|---|
| **Elevators, Lifts, Escalators** | Passenger Elevator identified for replacement. | |
| | Elevator to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$445,000** |

### BUILDING EXPANSION

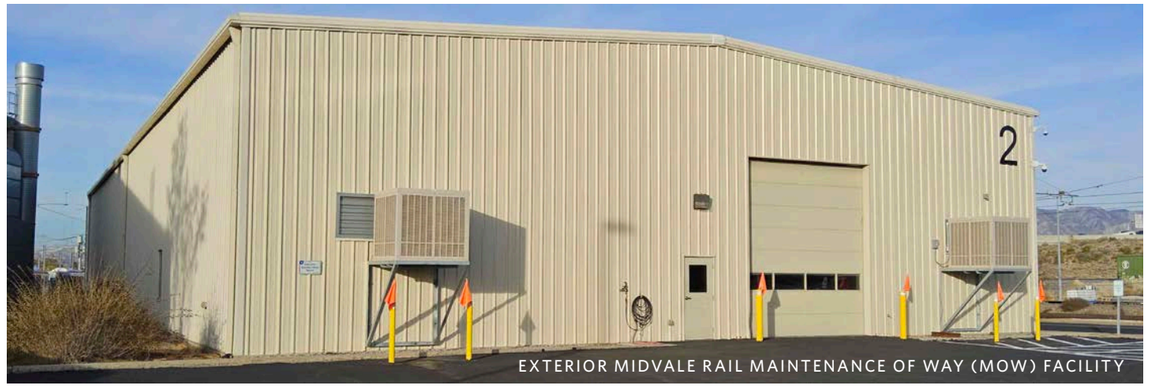
| | | |
|---|---|---|
| **Expansion** | Machine shop identified in need expansion. | |
| | Estimated cost under development. | |
| | Priority 1: Currently Critical | **$TBD** |

**5** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

LIGHT RAIL

# Midvale | Support Buildings

613 W 6960 S, Midvale, UT 84047

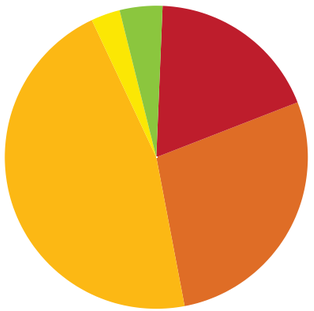



EXTERIOR MIDVALE RAIL MAINTENANCE OF WAY (MOW) FACILITY

*The Midvale Rail Maintenance of Way (MOW) Facility (Building 2) provides a full range of workspaces for the maintenance of tracks, signals, and other rail-related systems and Facility Maintenance. The Paint Booth (Building 3) is dedicated to painting and refinishing LRT vehicles and other large rail equipment.*

## DEFICIENCY COSTS

**$1.4M**



PRIORITY | COST

1 $262,550
2 $380,297
3 $612,142
4 $39,605
5 $60,698

## SUMMARY

The effectiveness of the paint and body facility is limited by occasional high winds. Impact could be reduced with a windbreak. The MOW and FM building are well-maintained and adequate.

## MOW FACILITIES BUILDING

**Facility Area:** 13,920 ft²
**Constructed:** 2004
**Construction Type:** Steel
**In-Kind Replacement Cost:** $10M

## PAINT BOOTH BUILDING

**Facility Area:** 7,714 ft²
**Constructed:** 2008
**Construction Type:** Steel
**In-Kind Replacement Cost:** $6.5M

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1 Midvale Rail Service Center
2 MOW Facilities Building
3 Paint Booth Building

## PRIORITY PROJECTS

| | | |
|---|---|---|
| **ELECTRICAL** | | |
| **Electrical Distribution** | Make-up air system controller for paint booth, public address system, and lighting identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$305,893** |
| **FIRE PROTECTION** | | |
| **Fire Protection/Suppression** | Fire alarm devices and fire alarm control panel (FACP) identified for replacement. | |
| | Fire protection systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$116,234** |
| **HVAC** | | |
| **Mechanical/HVAC** | Condenser, exhaust fans, heaters, AC window units, evaporative coolers, and make-up air units identified for replacement. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$179,335** |
| **CRANES & HOISTS** | | |
| **Cranes & Hoists** | Hoists identified for replacement. | |
| | Hoists to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$13,350** |
| **ROOF** | | |
| **Roof/Wall** | Roof membrane and black walkway pads identified for replacement. | |
| | Roofing repairs to be a part of a multi-facility campaign or targeted individual projects. | |
| | Priority 3: Necessary - Not Yet Critical | **$202,564** |

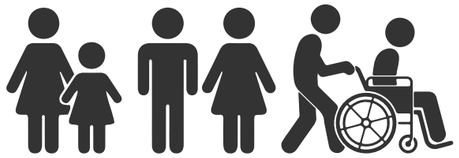
**35** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

07

# COMMUTER RAIL

FrontRunner, UTA's commuter rail service, spans an 83-mile corridor and connects communities along the Wasatch Front through 16 stations across Weber, Davis, Salt Lake, and Utah counties.

UDOT (the Utah Department of Transportation) and UTA are working together to improve the frequency, reliability, and travel time of FrontRunner through FR2X. More information on FR2X can be found at [frontrunner2x.utah.gov](frontrunner2x.utah.gov)



**4,128,459**
**FRONTRUNNER PASSENGERS IN 2024**



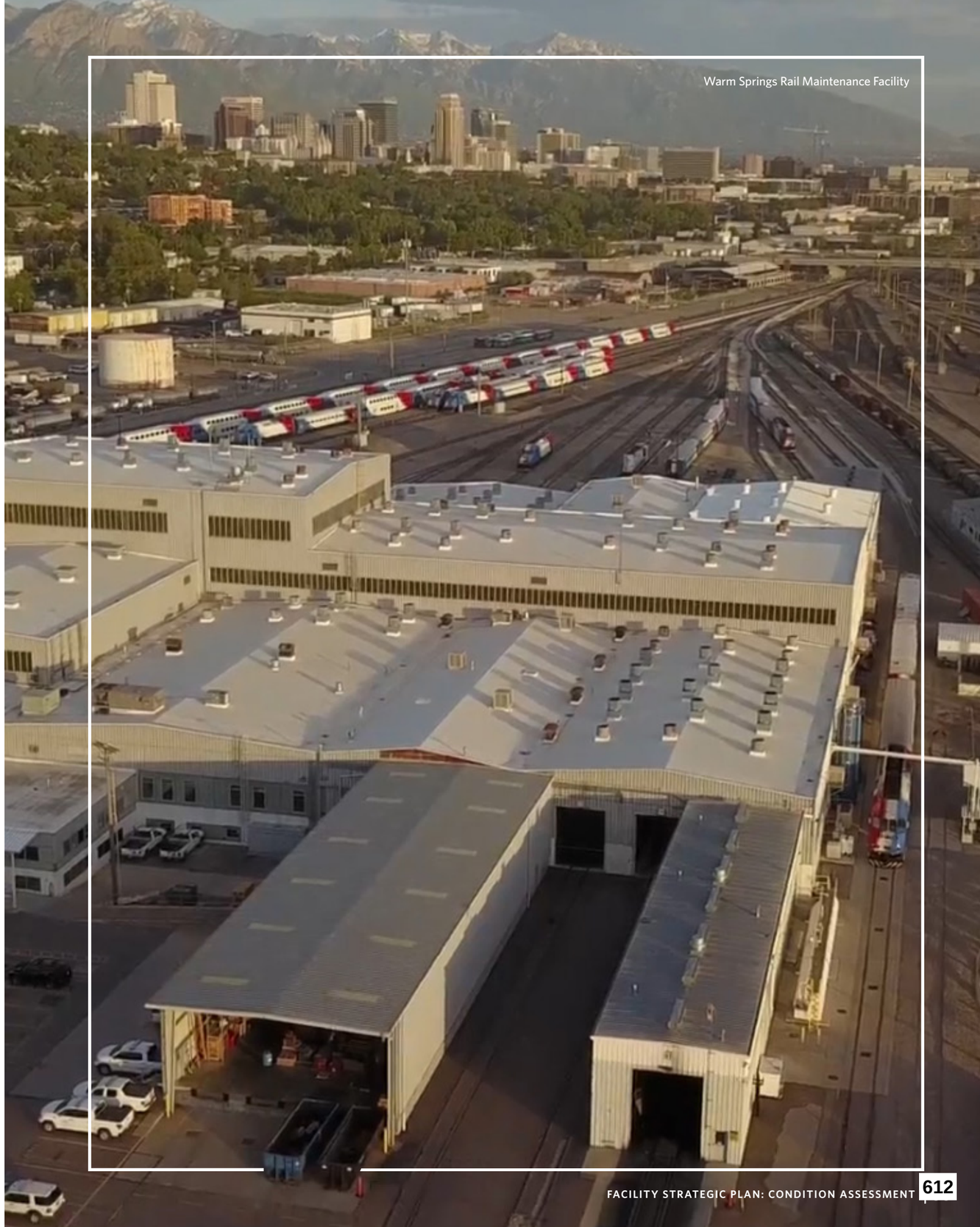
**10.5%**
**RIDERSHIP INCREASE** over 2023

**119**
**CR OPERATORS**

**66**
**CR MECHANICS**




TOTAL MILES
**TRAVELED**
**13,000,000**


Warm Springs Rail Maintenance Facility

COMMUTER RAIL

# Warm Springs | FrontRunner Maintenance Facility

900 N 500 W, Salt Lake City, UT, 84116

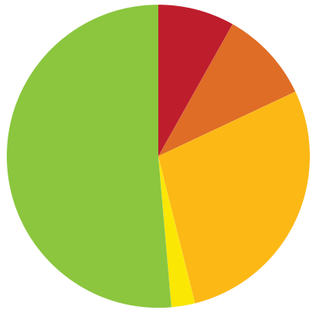


EXTERIOR MAINTENANCE FACILITY

*FrontRunner is operated and maintained through a single facility, Warm Springs Rail Service Center, which was built in 1952 as a locomotive assembly plant and adapted by UTA in 2008. The age of the facility and issues with the soils and site mean that there is a number of critical deficiencies, however the unique functions and near 24-7 operations of the building make necessary rehabilitation projects challenging.*

## DEFICIENCY COSTS

**$34.3M**



PRIORITY | COST

1 $3,017,100
2 $3,025,555
3 $9,834,215
4 $895,968
5 $17,594,410

## SUMMARY

In 2024, Facility Development began collaborating with the FR2X team, led by UTA and UDOT, to assess commuter rail facility needs. That project will guide the need for long-term improvements at Warm Springs. FacDev will deliver a phased plan for those improvements in conjunction with future FR2X recommendations.

## ATTRIBUTES

**Facility Area:** 144,000 ft²
**Campus:** Warm Springs
**Constructed:** 1952
**Renovated:** 2008
**Previous Use:** Union Pacific Freight Facility
**Construction Type:** Riveted Steel Frame
**In-Kind Replacement Cost:** $106.6M

## FACILITY PURPOSE

**Primary:** Commuter Rail Maintenance
**Service Capacity:** 2 Tracks Full S&I
4 Tracks PM & CM
4 Tracks Overhaul
**Vehicle Capacity:** 13 Stored Trainsets
**Current Fleet:** 14 Trainsets (18 Locomotives; 38-43 passenger cars)

## SEISMIC EVALUATION

☑ **Completed:** 11-2024

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements

## SEISMIC STUDY

| | |
|---|---|
| **Foundation** | Highest Seismic Priority (Very concerning) |
| | Enlarge and tie together existing footings for lateral spread |
| **Walls** | Mid Seismic Priority (Somewhat concerning) |
| | Add concrete shear walls and wrap existing columns |
| **Roof/Slab** | Highest Seismic Priority (Very concerning) |
| | Strengthen and add roof braces |

## TOTAL SEISMIC COSTS

**$40M**




1 Warm Springs FrontRunner Maintenance Facility
2 Warm Springs FrontRunner Pump House

## PRIORITY PROJECTS

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection/Suppression** | Main building lacked a fire suppression system. Comprehensive dry-pipe fire suppression system including sprinkler network, detection, alarms and centralized controls identified for installation. | |
| | Fire protection equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$2,136,000** |

### ELECTRICAL

| | | |
|---|---|---|
| **Electrical Distribution** | Full electrical system replacement including critical electrical components, wiring, distribution panels, interior and exterior emergency lighting, electrical safety systems, emergency generator, and main service switchboard identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **1,483,368** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | HVAC mechanical systems identified for replacement and modernization including rooftop exhaust vans, rooftop evaporative coolers, and control systems. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$3,025,555** |

### PLUMBING

| | | |
|---|---|---|
| **Domestic Water Distribution** | Replacement of entire steam distribution system including piping, insulation, valves, and controls, with a modern, energy-efficient system that minimizes heat loss and improves safety and performance. Replacement of entire water and sanitary distribution system including all piping, fittings, valves, and control systems, ensuring modern, efficient, and compliant infrastructure. | |
| | Plumbing equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 3: Necessary - Not Yet Critical | **$7,683,370** |

**32** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

08

# ADMINISTRATIVE AND OTHER FACILITIES

UTA's facility portfolio includes a range of administrative, storage, and multi-use buildings. While Facility Development has gathered information on all sites, this report focuses on mission-critical facilities.

## OTHER FACILITIES

| Name | Address | Current Use | Future Use |
|---|---|---|---|
| **Ogden Intermodal Transit Center** | 2393 Wall Ave, Ogden UT 84401 | Operations, Police, Park & Ride | Continued current use. Possibility of TOD development in addition to current uses. |
| **Old Central Garage** | 630 W 200 S, Salt Lake City, UT 84101 | Bus storage, 3rd party operated bus storage | TOD Development. |
| **2100 South Building** | 237 W 2100 S, Salt Lake City, UT 84115 | Temporary Uses | TOD Development. |
| **Jordan River Rail Center JRRC Building 2** | 2264 S 900 W, South Salt Lake, UT 8411 | Under construction | Maintenance of Way primary facility. |
| **Technical Training and Education Center (TTEC)** | 823 W Davis St, South Salt Lake, UT 84119 | Under construction | Dedicated maintenance training facility. |
| **Firehouse** | 2350 S 900 W, South Salt Lake, UT 84111 | Maintenance of Way | Continue current use. |
| **Mobility Center** | 4384 South 50 West, Murray, UT 84107 | Special services administration and rider testing for special services | Possibility of TOD Development. Right-sized, suitably equipped facility for Special Services needed prior to development. |
| **Road Crew Quonset Huts** | 4384 South 50 West, Murray, UT 84107 | Storage and workspace | Possibility of TOD Development. Adequate replacement required. |
| **Tooele Bus Barn** | 659 Garnet St, Tooele, UT 84074 | Bus storage, 3rd party operated bus storage | Continue current use until ridership demands increase and a Tooele facility is feasible. |
| **Provo Intermodal Center** | 70 W 750 S, Provo, UT 84601 | Operations, Police, Park & Ride | Continued current use. Possibility of TOD development in addition to current uses. |



ADMINISTRATIVE

# Depot District | Frontline Headquarters

669 W 200 S, Salt Lake City, UT 84101

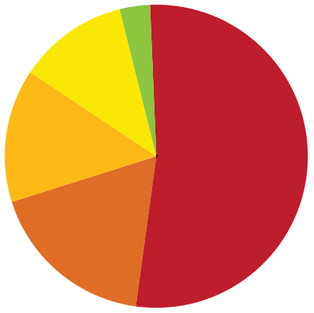


EXTERIOR FLHQ

*The UTA Frontline Headquarters (FLHQ) Campus consists of three buildings: East (1966), West (1991), and Connector (year unknown), serving as the primary facility for UTA's administrative and operational needs. The building has undergone various upgrades and additions over the decades, creating a complex infrastructure with mixed-generation systems, prompting the need for comprehensive seismic, architectural, and MEP renovations.*

## DEFICIENCY COSTS

**$57.3M**



PRIORITY | COST

1 $29,741,000
2 $10,576,000
3 $8,362,000
4 $6,414,000
5 $2,207,000

## ATTRIBUTES

**Facility Area:** 84,475 ft²
**Campus:** Depot District
**Constructed:** 1966
**Renovated:** 1991
**Previous Use:** Office
**Construction Type:** Masonry
**Replacement Cost:** TBD

## FACILITY PURPOSE

**Primary:** Office Administrative

## SEISMIC EVALUATION

☑ **Completed:** 11-2024

## SEISMIC STUDY

| | |
|---|---|
| **Foundation** | Low Seismic Priority (Fails per analysis, lower concern) |
| | Strengthen existing joists and floor to wall connections. Add grade beams and shear wall footings. Add structural sheathing and re-roof. |
| **Walls** | Highest Seismic Priority (Very concerning) |
| | Add concrete shear walls and wrap existing columns |
| **Roof/Slab** | Mid Seismic Priority (Somewhat concerning) |
| | Re-sheath roof and tie floors and roof to the walls. Strengthen existing joists and floor to wall connections. Re-roof. |

## TOTAL SEISMIC COSTS

**$18.4M**




1 FLHQ

## PRIORITY PROJECTS

### STRUCTURAL UPGRADES

| | | |
|---|---|---|
| **Renovation** | Extensive upgrades are required. Sheer wall construction and wrapping of existing columns will require considerable demolition to the existing structure. | |
| | Costs associated to not include temporary re-housing of the workforce. | |
| | Priority 1: Currently Critical | **$29,741,000** |

### SYSTEM RENOVATION

| | | |
|---|---|---|
| **Renovation** | MEP and architectural upgrades required for FLHQ renovation identified. | |
| | Extensive renovations would be a part of modernization program for facility. | |
| | Priority 2: Potentially Critical | **$27,559,000** |

### BUILDING REPLACEMENT

| | | |
|---|---|---|
| **Replacement** | Building is in need of extensive renovation and may not be cost effective to renovate. | |
| | Building replacement is currently under review. | |
| | Priority 1: Currently Critical | **$TBD** |

## SUMMARY

The Frontline Headquarters requires safety and efficiency upgrades that surpass its replacement value. Major investments are not planned, as UTA has initiated the Salt Lake Central Station redevelopment, which includes new agency office space. If that project advances, UTA will incorporate the FLHQ site into its TOD program for future redevelopment.

## SYSTEM DEFICIENCIES

- **Structure**
- **Roof**
- **Exterior Finishes**
- **HVAC**
- **Plumbing**
- **Electrical**
- **Fire Protection**
- **Stairs & Elevators**
- **Interior Finishes**
- **Cranes & Hoists**
- **ADA Compliance**
- **Site Improvements**

ADMINISTRATIVE

# Meadowbrook | Administrative

3600 S 700 W, South Salt Lake, UT, 84119




EXTERIOR MEADOWBROOK ADMINISTRATIVE BUILDING

*Meadowbrook Building 1 Admin. (MB1) building is a two-story facility that includes office spaces, restrooms, break room, storage rooms, classrooms, a healthcare center, and mechanical and electrical rooms.*

## DEFICIENCY COSTS

**$2.4M**



PRIORITY | COST

1 $814,795
2 $526,435
3 $201,140
4 $132,076
5 $761,484

## ATTRIBUTES

**Facility Area:** 48,965 ft²
**Campus Size:** Meadowbrook
**Constructed:** 1981
**Renovated:** No
**Previous Use:** Built for UTA
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $21M

## FACILITY PURPOSE

**Primary:** Administrative

## SEISMIC EVALUATION

☐ **Scheduled 4th quarter 2025**

## SUMMARY

Despite some aged equipment and building systems, MB1 is a useful building in adequate condition. Network infrastructure is being strategically relocated here, and further growth & consolidation of departments is expected. There will be opportunities during remodels to address deficiencies and ensure the building continues to function well for UTA for many more years.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1 Administration
2 Fare Retrieval
3 Maintenance
4 Fueling
5 Wash
6 Canopies
7 Operations
8 Maintenance Support
9 Sign-Out

*(See pages 26-33 for Meadowbrook Campus)*

## PRIORITY PROJECTS

### ELECTRICAL

| | | |
|---|---|---|
| **Communication & Security** | Telecom system, security system, and public address system identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$537,560** |
| **Electrical Distribution** | Electrical service, panelboards, uninterruptible power supply, emergency generator, automatic transfer switch, interior distribution transformer and lighting identified for replacement. | |
| | Electrical equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$403,081** |

### FIRE PROTECTION

| | | |
|---|---|---|
| **Fire Protection/Suppression** | Fire Riser identified for replacement. | |
| | Fire protection equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$6,230** |

### CONVEYING

| | | |
|---|---|---|
| **Elevators/Lifts** | Passenger elevator identified for replacement. | |
| | Elevator to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$279,460** |

### HVAC

| | | |
|---|---|---|
| **Mechanical/HVAC** | Rooftop units, exhaust fans, AC split systems, control systems, heat pumps, and fan coils identified for replacement. | |
| | HVAC equipment and systems to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 2: Potentially Critical | **$246,975** |

**37** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD

ADMINISTRATIVE

# Police HQ | UTA Police Headquarters

127 W Vine St, Murray, UT 84107

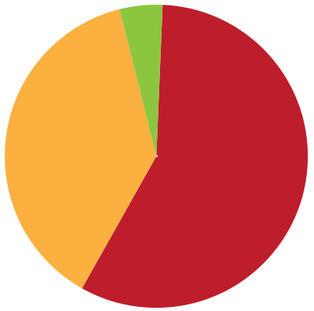



EXTERIOR UTA POLICE HQ

*The UTA Police Headquarters serves as the operational center for the Utah Transit Authority Police Department. The building is designed to support the department's various functions, including patrol operations, investigations, K-9 units, and fare enforcement. Equipped with administrative offices, briefing rooms, and secure areas for evidence storage, the headquarters facilitates efficient law enforcement activities across the UTA transit system.*

## DEFICIENCY COSTS

**$36K**



PRIORITY | COST

- 1 $21,716
- 3 $13,350
- 5 $1,602

## ATTRIBUTES

**Facility Area:** 9,800 ft²
**Campus:** Police HQ
**Constructed:** 2010
**Renovated:** No
**Previous Use:** Office
**Construction Type:** Masonry
**In-Kind Replacement Cost:** $4.1M

## FACILITY PURPOSE

**Primary:** Police HQ

## SEISMIC EVALUATION

☑ **Built to latest Seismic codes**

## SUMMARY

The Police HQ is in adequate condition but space and capability limitations will indicate the need for an expanded building. Police leadership have indicated the desire to accommodate more specialty training and hazardous material storage in their facility, indicating the need for a more secured location. The location of the building at one of UTA's most well-connected transfer points suggests that the building could be successfully repurposed.

## SYSTEM DEFICIENCIES

- Structure
- Roof
- Exterior Finishes
- HVAC
- Plumbing
- Electrical
- Fire Protection
- Stairs & Elevators
- Interior Finishes
- Cranes & Hoists
- ADA Compliance
- Site Improvements




1 Police HQ

## PRIORITY PROJECTS

### BUILDING RENOVATION

| | | |
|---|---|---|
| **Roof and Walls** | Gutters and downspouts identified for replacement. | |
| | Gutters and downspouts to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 1: Currently Critical | **$21,716** |

### PLUMBING

| | | |
|---|---|---|
| **Domestic Water Distribution** | Gas tankless domestic water heater identified for replacement. | |
| | Water heater to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 3: Necessary - Not Yet Critical | **$13,350** |

### EXTERIOR ENCLOSURE

| | | |
|---|---|---|
| **Exterior Doors** | Exterior doors identified for replacement. | |
| | Exterior doors to be replaced as part of a multi-facility campaign or targeted individual projects. | |
| | Priority 5: Monitor | **$1,602** |

**3** TOTAL NUMBER OF PROJECTS IDENTIFIED ON UTA FACILITY DASHBOARD


Central Depot District



09

# SEISMIC EVALUATION SUMMARY

## Seismic evaluations of four transit-critical facilities have been completed to date, with all remaining studies scheduled for completion by 2027.

Seismic evaluations of UTA's facilities were undertaken to assess seismic vulnerabilities and to prioritize retrofit interventions based on detailed assessments of the agency's transit-critical buildings. The Seismic Summary Table below provides a high-level overview of the recommended retrofit priorities and associated estimated costs. This summary is intended to offer context on the current condition of the evaluated facilities; full evaluation reports are available for those seeking additional detail.

In 2021, in collaboration with UTA, two seismic performance benchmarks were selected for the evaluation: BSE-1E and BSE-2E. These benchmarks align with code-recommended standards for existing buildings and were used to assess facility performance under seismic conditions. The evaluation focused on the following performance objectives:

- Life Safety during small to moderate earthquakes (BSE-1E)
- Collapse Prevention during moderate to large earthquakes (BSE-2E)

The cost estimates summarized here reflect the anticipated expenses required to bring facilities into compliance with both BSE-1E and BSE-2E standards. More detailed cost estimates and technical findings are available in the full seismic evaluation reports.

Investing in the recommended retrofits will substantially improve the safety of facility occupants during seismic events by addressing identified structural deficiencies. However, it is important to note that while these upgrades will enhance life-safety performance, they may not ensure that facilities remain fully operational following a major earthquake.

Completion of the Meadowbrook campus assessment is expected in Q4Y25. Riverside, Mt. Ogden, and Mt. Timpanogos assessments are expected in Q1Y27.

| | | Facility Estimated Costs *(May 2025 Dollars)* | | | |
|---|---|---|---|---|---|
| **Priority** | **Component** | **Warm Springs** | **JRRSC** | **Midvale** | **FLHQ** |
| **1 - Highest Seismic Priority** | Roof | $12,841,710 | | $11,068,058 | |
| | Walls | | | | $6,072,803 |
| | Foundation | $13,603,054 | | | |
| **2 - Mid Seismic Priority** | Roof | | $22,492,136 | | $1,779,055 |
| | Walls | $13,329,835 | | $6,756,193 | |
| | Foundation | | $6,071,489 | | |
| **3 - Low Seismic Priority** | Roof | | | | $2,322,398 |
| | Walls | | $11,424,518 | | |
| | Foundation | | | $4,879,532 | $4,621,235 |
| **4 - Lowest Seismic Priority** | Roof | | | | |
| | Walls | | | | $3,665,802 |
| | Foundation | | | | |
| **SUBTOTAL** | | $39,774,600 | $39,988,143 | $22,703,783 | $18,461,293 |

Jordan River Rail Service Center



10

# NEXT STEPS

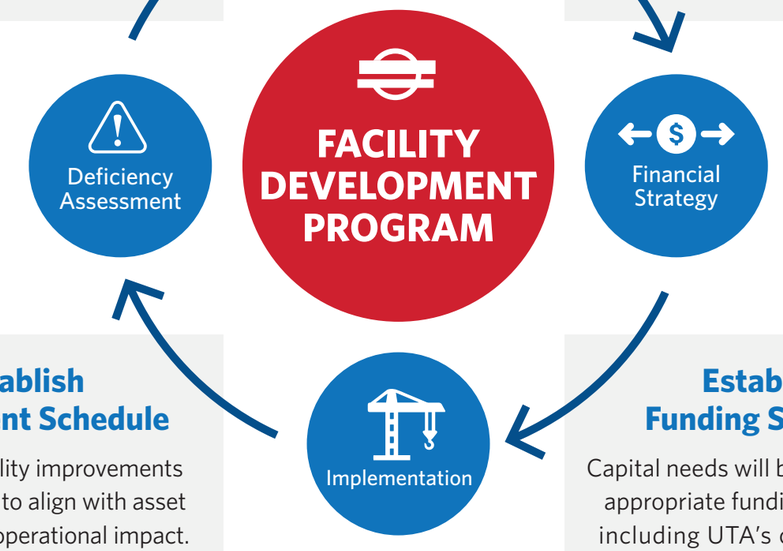
Facility Development has identified several next steps to advance this strategy, which is expected to evolve into an ongoing initiative for the agency.

### Model New Service Plans

Planned service expansions will be modeled to assess facility requirements and identify fully loaded costs—ensuring alignment between operational goals and infrastructure capacity.

### Refine Operational Understanding

Analysis of UTA's facility operations will guide where upgrades offer the greatest value and where alternative facility management strategies may alleviate capacity or maintenance strain.




### Establish Investment Schedule

Prioritized facility improvements will be phased to align with asset condition and operational impact. Projects will be assessed to determine whether they are best delivered as bundled campaigns or discrete initiatives.

### Establish Funding Strategy

Capital needs will be matched with appropriate funding strategies, including UTA's capital budget cycle, competitive grant opportunities, and alternative financing mechanisms to support implementation.

Central Bus Maintenance



11

# FACILITY DEVELOPMENT

The Facility Development team is a newly established group responsible for Programming, Design, Construction and Modernization of facilities across UTA.

The Facility Development office (FacDev) was established in 2024 to lead the strategic planning and coordination of UTA's facility needs across the agency. This report marks a foundational step in the creation of a comprehensive facility development program—one that aligns with UTA's mission, operational goals, and future growth.

Housed within the Real Estate & Transit-Oriented Communities Department, FacDev balances the competing needs of real estate strategy, urban planning, and infrastructure development. The team draws on expertise in land use economics, real estate finance, architecture, urban design, and workspace logistics. This multidisciplinary approach allows FacDev to bring an integrated and forward-thinking perspective to all aspects of facility planning and implementation.

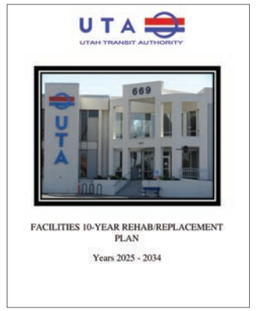
As UTA continues to expand and modernize its services, the need for intentional, well-sited, and adaptable facilities becomes increasingly critical. FacDev is uniquely positioned to provide principled, data-informed recommendations on the siting, programming, and utilization of facilities across the entire agency. This report outlines our assessment of existing facilities and provides a baseline for the facility development work ahead. It is offered as a strategic resource for the Board and the entire agency as we collectively plan for UTA's continued growth and success.

Facility Development Team

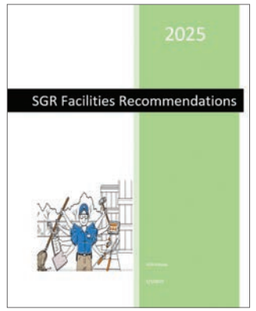


## FURTHER READING + ADDITIONAL SOURCES

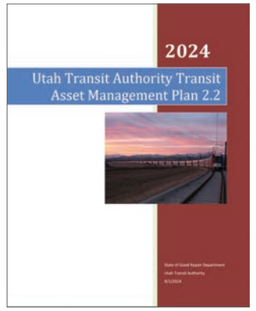
For a comprehensive understanding of UTA's strategic initiatives and infrastructure planning, consider exploring the following reports:



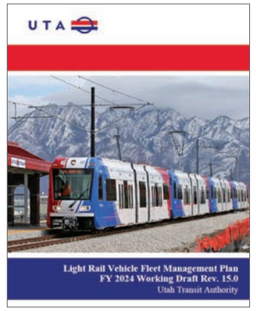

Facilities 10-Year Rehab/Replacement Plan, 2025–2034



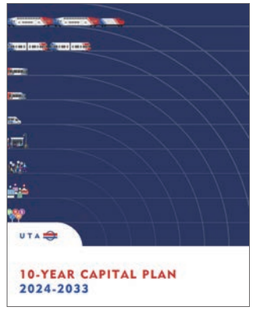

SGR Facilities Recommendations, 2025



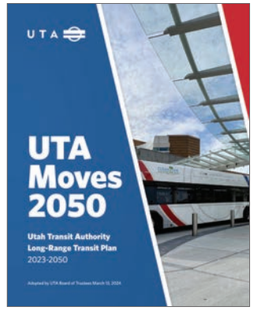

UTA Transit Asset Management Plan 2.2, 2024




Light Rail Vehicle Fleet Management Plan, FY 2024




10-Year Capital Plan, 2024–2033




UTA Moves 2050: Long-Range Transit Plan, 2023–2050




2022–2030 Strategic Goals and Objectives




UTA Facilities Strategic Plan, 2020 Update




## ACKNOWLEDGMENTS

Facility Development thanks its internal and external partners for their input and review on the Facility Strategic Plan: Condition Assessment.

### INTERNAL ASSISTANCE

**PLANNING |** Integrated Service Planning
**OPERATIONS |** Commuter Rail O&M, Facilities Maintenance, Fleet Engineering, Light Rail O&M, Salt Lake SU, Mt. Ogden SU, Mt. Timpanogos SU, Special Services
**CAPITAL SERVICES |** Capital Design & Construction, GIS, Real Estate & TOC, State of Good Repair

### EXTERNAL ASSISTANCE

**AECOM |** Facility Condition Assessment Database & Dashboard
**HNTB |** Document Design & Organization
**Construction Control Corp |** Cost Estimating
**Envision Engineering |** Electrical Assessments
**FFKR |** Architectural Assessments
**Reaveley Engineers |** Seismic Evaluations
**Spectrum Engineering |** Mechanical Assessments


## CONTACT INFO

For inquiries related to UTA's Facility Development Program, please reach out to the following team members:


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UTA

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# UTA FACILITY DEVELOPMENT

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 12/17/2025

**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):**

- **Character, Professional Competence, or Physical or Mental Health of an Individual**
- **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:

- The character, professional competence, or physical or mental health of an individual.

  *See Utah Code 52-4-205 (1) (a)*

- Pending or reasonably imminent litigation

  *See Utah Code 52-4-205 (1) (c)*