



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 27, 2023

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** David Hancock
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of September 13, 2023 Board Meeting Minutes
 - b. Approval of International Travel to Toronto, Canada in October 2023 for Research Related to the 14600 South Railroad Crossing Project
6. **Reports**
 - a. Executive Director Report Jay Fox
 - UTA Tributes - Appointments & Awards
 - Team Award - Service & Operations Planning
 - b. Financial Report - July 2023 Viola Miller
Brad Armstrong
Daniel Hofer
Gregory Andrews
7. **Resolutions**
 - a. R2023-09-01 Resolution Designating Transit Oriented Development Sites in Lehi and Farmington, Utah Paul Drake
Nick Duerksen
 - b. R2023-09-02 Resolution Authorizing the Purchase of Real Property from Edward and Carol Marquez for the OGX Bus Rapid Transit Project (Parcel 153) Paul Drake
Spencer Burgoyne

8. Contracts, Disbursements and Grants

- a. Contract: Vehicle Wash Station Soaps and Floor Soap (Streamline Supply) Ryan Gardner

9. Budget and Other Approvals

- a. Ratification of 2018-2023 Insurance Premium and Presentation of 2023-2024 Annual Insurance Renewal Report Dave Pitcher
Troy Bingham

10. Discussion Items

- a. UTA Policy Regarding Requests for Additional Service Nichol Bourdeaux
Russ Fox
- b. UTA Technology Strategy Kyle Brimley

11. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, October 11th, 2023 at 9:00 a.m.

12. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_Jd7J4zluQ9qOZM26PUOg7g and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, September 26th will be distributed to board members prior to the meeting.

- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jana Ostler, Board Manager
FROM: Jana Ostler, Board Manager

TITLE:

Approval of September 13, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the September 13, 2023, 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 Board Meetings page on Wednesday September 13, 2023 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/856993.html>](https://www.utah.gov/pmn/sitemap/notice/856993.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

ATTACHMENTS:

1. 2023-09-13_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 13, 2023

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:03 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Alisha Garrett, UTA Chief Enterprise Strategy Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of August 23, 2023 Board Meeting Minutes

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda with the correction of two minor typographical errors. The motion carried by a unanimous vote.

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

- UTA Commendations
- OGX Public Opening
- U of U v. Florida

UTA Commendations

This topic was deferred to a future meeting.

OGX Public Opening

Jay Fox, UTA Executive Director, spoke about the public event celebrating the start of service on the OGX Bus Rapid Transit (BRT) line. The event was held on August 26, 2023.

University of Utah vs. Florida

Mr. Fox thanked staff who supported the University of Utah vs. Florida football game.

Gillig Visit

Mr. Fox mentioned representatives from Gillig will be visiting the UTA tomorrow, September 14, 2023, to work on a joint continuous improvement project focused on streamlining bus vehicle delivery.

7. Contracts, Disbursements and Grants**a. Contract: Light Rail and Commuter Rail Car Cleaning (MasterCorp Inc.)**

Benjamin Adams, UTA Manager of Commuter Rail Vehicle Maintenance, was joined by Marco Gamonal, UTA Manager of Light Rail Vehicle Maintenance, and William Patterson, UTA Assistant Manager of Commuter Rail Vehicle Maintenance. Mr. Adams requested the board approve a \$4,695,121.41 three-year base contract with MasterCorp Inc. for rail vehicle cleaning services. The contract also includes two one-year options that will require additional board approval if they are exercised.

Discussion ensued. Questions on the number of vendors submitting proposals and types of cleaning provided were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that the three-year base contract be approved. The motion carried by a unanimous vote.

b. Contract: MidValley Connector Lease Agreement (West Valley City)

Andrea Pullos, UTA Project Manager III, requested the board approve a contract with West Valley City to lease portions of the city's streets for the MidValley Connector project and install a transformer on the leased property to accommodate a high-speed bus charger. The lease is valued at \$510,000 for Federal Transit Administration (FTA) reporting, but no actual funds will be exchanged.

Discussion ensued. Ms. Pullos noted the agreement has a 50-year term.

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

c. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-097 - Redwood Road Grade Crossing (Stacy and Witbeck, Inc.)**

Jacob Wouden, UTA Rail Infrastructure Project Manager, requested the board approve a \$279,450 change order to the contract with Stacy and Witbeck, Inc. for completed work on the grade crossing replacement at Redwood Road on the Green Line. The total contract value, including the change order, is \$29,652,285.

Discussion ensued. A question on the advantages of using embedded track was posed by the board and answered by Mr. Wouden.

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

d. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-117 - Bingham Junction Embedded Grade Crossing (Stacy and Witbeck, Inc)**

Mr. Wouden requested the board approve a \$340,779 change order to the contract with Stacy and Witbeck, Inc for the completed removal and replacement of an at-grade crossing at Bingham Junction on the Red Line. The total contract value, including the change order, is \$30,067,993.

Discussion ensued. A question on impacts to the replacement schedule was posed by the board and answered by Mr. Wouden.

Mr. Fox committed to review contracting approval requirements with the capital services team to ensure approval processes are followed in the future.

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

e. **Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 41 - Winter Paving Conditions (Big-D Construction)**

David Osborn, UTA Project Manager III, requested the board approve a \$453,980 change order to the contract with Big-D Construction for the reimbursement of actual costs to provide ground heaters, blankets, snow removal, and concrete additives for pavement at the Depot District Clean Fuels Technology Center. The total contract, including the change order, is \$78,067,780.

Discussion ensued. Questions on the concrete quality and issues avoided by proceeding with the fall installation were posed by the board and answered by Mr. Osborn.

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.

f. Pre-Procurements

- **Customer Experience Strategic Plan**
- **Employee Holiday Gift Cards**
- **Insurance Broker Services**
- **New Light Rail Vehicles**

Todd Mills, UTA Director of Supply Chain, was joined by G.J. LaBonty, UTA Manager of Customer Experience; Troy Bingham, UTA Comptroller; and David Pitcher, UTA Claims & Insurance Manager.

Mr. Mills reported the agency intends to procure the goods and services listed on the meeting agenda.

Discussion ensued. A number of questions were posed by the board and answered by staff. Topics of inquiry included:

- The scope and expected outcomes of the customer experience strategic plan
- Holiday gift card distribution plans
- The need for insurance broker services
- Insurance brokerage fees
- Impacts of rising automobile insurance costs
- The advisability of increasing the number of vehicles in the light rail vehicle procurement

8. Service and Fare Approvals

a. Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (JF Development Group, LLC)

Kensey Kunkel, UTA Manager of Fare Strategy, explained as part of the OGX Bus Rapid Transit (BRT) grand opening, and as previously authorized by the UTA Board of Trustees, Mr. Fox, in his capacity as UTA Executive Director, declared a zero-fare day systemwide on August 26, 2023, to promote the new service. She requested the board approve a \$5,000 sponsored fare agreement with JF Development Group, LLC. that will offset a portion of lost fare revenue resulting from the zero-fare initiative.

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

b. Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (Mortenson)

Ms. Kunkel requested the board also approve a \$5,000 sponsored fare agreement with Mortenson to offset a portion of lost fare revenue resulting from the zero-fare initiative previously described (see Item 9.a.).

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this

sponsored fare agreement be approved. The motion carried by a unanimous vote.

9. Budget and Other Approvals

a. TBA2023-09-01 - Technical Budget Adjustment for Capital Budget Transfers

Viola Miller, UTA Chief Financial Officer, was joined by Daniel Hofer, UTA Director of Capital Assets & Project Controls, and Gregory Andrews, UTA Senior Financial Analyst. Mr. Andrews recommended the board approve a \$3,043,000 technical budget adjustment to transfer funds to five capital projects to aid in project delivery. The projects include the Meadowbrook expansion (budget increased to \$25,000), 3500 South upgrade (budget increased to \$157,000), equipment managed reserve (budget increased to \$1,023,000), building remodel/reconfiguration (budget increased to \$1,970,000), and Jordan River Building 2 remodel (budget decreased to \$1,465,000). Funding these projects will decrease the contingency budget by \$543,000, leaving a balance of \$2,953,000.

In addition, staff would like to transfer \$2,000,000 from the overhead catenary system (OCS) rehab/replace project to the budget for the traction power rehab/replace project to accommodate material orders.

Discussion ensued. Questions on the Jordan River Building 2 project budget, project accounting processes, geographical area impacted by the 3500 South upgrade, equipment types, and project schedule adjustments were posed by the board and answered by staff.

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

10. Discussion Items

a. 2024-2028 Five Year Capital Plan Overview

Ms. Miller was joined by Mary DeLoretto, UTA Chief Advisor to the Executive Director; Nichol Bourdeaux, Chief Planning & Engagement Officer; Mr. Hofer; and Mr. Andrews. Ms. DeLoretto reviewed the 2024-2028 capital plan approval sequence and explained the updated plan will include changes to better align the capital budget with UTA's chief offices. She also outlined significant initiatives included in the 2024-2028 capital plan.

Mr. Hofer provided a high-level overview of the plan budget, along with a breakdown by chief office and a view of the percentage of the plan budget allocated to state of good repair. He concluded by reviewing the next steps in the process.

Discussion ensued. Questions on the enterprise asset management system, CareATC location selection, On Demand vehicle licensing, and major system updates included in the plan were posed by the board and answered by staff.

Chair Christensen recommended providing the 2024-2028 Five-Year Capital Plan to the UTA Local Advisory Council far enough in advance of their November meeting (i.e., a month) to allow for a thorough review.

b. Transit Oriented Development (TOD) Designation for Farmington and Lehi Stations

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Nick Duerksen, UTA Transit-Oriented Development Project Manager. Mr. Drake provided an overview of the transit-oriented community (TOC) planning and development process, including analysis results for the Farmington and Lehi stations. He then reviewed maps reflecting the Farmington and Lehi station area plans.

Discussion ensued. A question on collaboration with Lehi City was posed by the board and answered by staff.

c. Travel Training Program Update

Ms. Bourdeaux was joined by Doraleen Taulanga, UTA Community Outreach Manager. Ms. Taulanga provided background on the travel training program and reviewed program statistics, key initiatives, recent feedback, program events and partners, and goals for growth.

Discussion ensued. The trustees recommended 1) creating travel training videos and utilizing other methods to educate potential riders on how to use the system, 2) asking community leaders (e.g., mayors) to promote transit use, and 3) including a discussion on the travel training program in the next UTA Local Advisory Council meeting. Mr. Fox mentioned he would like to work with UTA's government relations team to raise awareness of the travel training program with stakeholders.

11. Other Business

- a. Next Meeting: Wednesday, September 27th, 2023 at 9:00 a.m.

12. Closed Session

a. Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

Chair Christensen mentioned there were matters to be discussed in closed session relative to the purchase, exchange, or lease of real property. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and the meeting convened in closed session at 10:56 a.m.

13. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 11:46 a.m.

14. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:47 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pm/sitemap/notice/856993.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/250?view_id=1&redirect=true&h=3b5ca79b90438e6db46d92f4bd26a9cc.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Grey Turner, Mgr Civil Engineering & Design

TITLE:

Approval of International Travel to Toronto, Canada in October 2023 for Research Related to the 14600 South Railroad Crossing Project

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve and authorize international travel to Toronto, Canada in October 2023 for research related to the 14600 South railroad crossing project . UTA to be represented by Grey Turner, Manager Civil Engineering & Design, at no cost to UTA..

BACKGROUND:

Bluffdale City has a roadway improvement project which includes the 14600 South Railroad Crossing. Their proposal is to build a road underneath both our tracks and Union Pacific Railroad tracks, using a new construction method. This trip is being proposed by Bluffdale City to bring all key parties together to see a real-time project in Toronto, Canada and to evaluate any concerns.

DISCUSSION:

The contractor Bluffdale City has hired for their roadway improvement project is also building a similar project in Toronto, Canada. Bluffdale City feels that it would be highly beneficial for their city engineers, Union Pacific, and UTA (Grey Turner) to see the innovative project in person in order to observe any issues or concerns they might have prior to beginning construction here. This will also allow real-time questions and answers to occur.

The trip is scheduled to take place October 18 - 20, 2023 with all costs being reimbursed by Bluffdale City.

ALTERNATIVES:

This is the only scheduled meeting of the group as determined by Bluffdale City.

FISCAL IMPACT:

Bluffdale City is hosting this trip and is organizing all travel arrangements except the airfare. They will reimburse UTA for any other costs incurred, which should only include the cost of airfare.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

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

TITLE:

Executive Director Report

- **UTA Tributes - Appointments & Awards**
- **Team Award - Service & Operations Planning**

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest including:

UTA Tributes -

- Tracy Young named President of Utah's Urban, Rural Specialized Transit Association (URSTA), a 3-year term (Vi Miller)
- Trista Lawrence appointed to a 4-year term on the Utah State Board of Aging Adults (Vi Miller)
- Christy Allen appointed as Transportation Representative to the Utah Coalition of Aging (UCOA) (Vi Miller)
- Dave Hancock appointed as Chief Capital Services Officer and accepted to the 2024 Leadership APTA (Jay Fox)
- Nick Duerksen recipient of one of three 2023 awards from Economic Development Corporation of Utah (EDCUtah) - (Paul Drake)

Team Award - Service & Operations Planning - Increasing Ridership (Nichol Bourdeaux)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director Budget & Financial Strategy
Dan Hofer, Director Capital Assets & Project Controls
Greg Andrews, Senior Financial Analyst

TITLE:

Financial Report - July 2023

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 expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The July 2023 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the July 2023 Monthly Financial Statements.

DISCUSSION:

At the September 27 meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- July 2023 Board Dashboard
- Operating Variance Analysis Memo
- July 2023 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: July 31, 2023

Financial Metrics	Jul Actual	Jul Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (June '23 mm \$)	\$ 47.1	\$ 46.4	\$ 0.78	● 1.7%	\$ 236.9	\$ 228.4	\$ 8.45	● 3.7%
Fare Revenue (mm)	\$ 2.9	\$ 3.0	\$ (0.15)	● -5.1%	\$ 21.0	\$ 20.5	\$ 0.46	● 2.2%
Operating Exp (mm)*	\$ 30.4	\$ 32.9	\$ 2.49	● 7.6%	\$ 219.6	\$ 237.6	\$ 17.99	● 7.6%
Subsidy Per Rider (SPR)*	\$ 10.84	\$ 11.18	\$ 0.34	● 3.0%	\$ 10.27	\$ 11.18	\$ 0.91	● 8.1%
UTA Diesel Price (\$/gal)	\$ 2.75	\$ 3.90	\$ 1.15	● 29.5%	\$ 3.03	\$ 3.90	\$ 0.87	● 22.4%
Operating Metrics	Jul Actual	Jul-22	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	2.54	2.41	0.1	● 5.5%	19.34	17.57	1.8	● 10.1%
Energy Cost by Type (July YTD Monthly Average)								
	Diesel Bus (Cost per Mile)					\$ 0.58		
	Diesel CR (Cost per Mile)					\$ 5.21		
	Unleaded Gas (Cost per Mile)					\$ 0.43		
	CNG (Cost per Mile)					\$ 0.82		
	Bus Propulsion Power (Cost per Mile)					\$ 1.13		
	TRAX Propulsion Power (Cost per Mile)					\$ 0.98		

"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed under "Utah Transit Authority".

*Amended 2023 Budget



SUBJECT: July Variance Analysis
 FROM: CFO – Viola Miller
 TO: Executive Director – Jay Fox

DATE: Aug 30, 2023

Highlights

July 2023 UTA ridership was under forecast by 6.6% and exceeded July 2022 by 5.5%.
 2023 YTD UTA ridership exceeds forecast by 7.6% and the same period in 2022 by 10.1%.

July revenue surpassed budget by \$4.3M / 5.4%. YTD revenue exceeds budget by \$24.8M / 7.3%. Operating expenses were under budget by \$2.5M / 7.6% in July. YTD operating expenses are \$18M / 7.6% under budget.

Actual accrued July 2023 Sales Tax revenue was \$40.6M which is \$3.4M / 9.1% above budget. YTD 2023 accrued Sales Tax revenue is \$273.3M which exceeds budget by \$7.7M / 2.9%. July 2023 accrued Sales Tax revenue was \$8.0M / 24.7% higher than July 2022 sales tax revenue. 2023 YTD Sales Tax revenue is \$6.8M / 2.5% higher than the same period in 2022. *Note: UTA Sales Tax revenues are reported by the state with a one-to-two-month lag with current month numbers reflecting an accrued estimate.*

Diesel fuel cost per gallon in July 2023 was \$1.15 / 29.5% below budget. July 2023 diesel fuel cost/gal averaged \$2.75 vs. July 2022 average price of \$3.97. 2023 YTD diesel average price/gal is \$3.03 compared to budget diesel price of \$3.90.

2023 ANALYSIS

Ridership

(Comparison of YTD 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)

**UTA System Ridership
 YTD July 2023**

YTD	July 2023	July 2023	July 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
Bus	9,962,485	9,033,993	8,644,073	1,318,412	928,492	15.3%	10.3%
Salt Lake	6,204,192	5,252,963	5,469,802	734,390	951,230	13.4%	18.1%
Ogden	1,675,711	1,855,758	1,430,478	245,233	(180,047)	17.1%	-9.7%
Timp	2,082,581	1,925,272	1,743,792	338,789	157,310	19.4%	8.2%
Light Rail	5,982,420	6,110,883	6,237,945	(255,525)	(128,463)	-4.1%	-2.1%
FrontRunner	2,037,058	1,762,990	1,735,703	301,355	274,068	17.4%	15.5%
Micro Transit ¹	221,758	226,278	100,810	120,948	(4,520)	120.0%	-2.0%
Paratransit	495,560	425,065	439,030	56,531	70,496	12.9%	16.6%
Van Pool	640,997	408,139	412,688	228,309	232,858	55.3%	57.1%
Total Ridership	19,340,278	17,967,348	17,570,248	1,770,030	1,372,930	10.1%	7.6%

¹ Micro Transit was a pilot program in 2019 & 2020

Systemwide

Systemwide, total ridership in July 2023 YTD was 19.3M which exceeded the YTD ridership forecast of 18.0M by 7.6%. This amounted to 1.8M / 10.1% more trips than in 2022. 2023 ridership was positively impacted by the Fare Free promotion occurring during the NBA Allstar weekend celebration in Salt Lake City.

Frontrunner carried 2.0M passengers in July 2023 YTD compared to a ridership forecast of 1.8M which resulted in exceeding forecast by 15.5%. This is approximately 17.4% higher than 2022 ridership of 1.7M.¹

TRAX ridership YTD in July 2023 was 2.1% below the 2023 forecast with 128.5K fewer riders than projected. 2023 YTD amount is 4.1% lower than 2022 ridership of 6.2M riders.

Bus ridership July 2023 YTD was 10.0M compared to a forecast of 9.0M, so ridership exceeded forecast by 10.3%. July 2023 YTD ridership exceeded 2022 totals by \$1.3M / 15.3%.

Paratransit/Flex July YTD 2023 ridership exceeded 2023 forecast of 425.1K by 16.6%, with UTA providing 495.6K trips. This is 12.9% higher than 2022 ridership of 439K.

Micro Transit July 2023 YTD ridership was under forecast by 4.5K / 2.0%. Micro Transit started south Davis County and Tooele County service in August of 2022, so YTD July 2022 values are not comparable.

Van Pool ridership in July 2023 YTD was 641K versus a forecast of 408.1K, which is 57.1% above forecast. 2023 ridership is 55.3% higher than in 2022.

¹ Monthly forecasted ridership calculated using Planning 2023 monthly forecast by mode.

Operating Financial Results

July 2023



OPERATING FINANCIALS

July 2023

Preliminary

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year			Variance		Prior Year Actual	Current Year			Variance
	Actual	A Budget				Actual	A Budget			
\$ 32.6	\$ 40.6	\$ 37.2	\$ 3.4	9.1%	Revenue	\$ 266.5	273.3	\$ 265.6	\$ 7.7	2.9%
4.0	2.9	3.0	(0.2)	-5.1%	Sales Tax (Jul accrual)	20.2	21.0	20.5	0.5	2.2%
33.4	38.5	38.5	-	0.0%	Fares	206.1	38.8	38.5	0.3	0.9%
2.0	2.9	1.8	1.1	62.1%	Other *	10.0	28.7	12.4	16.3	131.8%
\$ 71.9	\$ 84.9	\$ 80.5	\$ 4.3	5.4%	TOTAL REVENUE	\$ 502.8	\$ 361.8	\$ 337.0	\$ 24.8	7.3%
					Expense					
\$ 12.3	\$ 14.5	\$ 15.2	\$ 0.8	5.0%	Salary/Wages	\$ 88.2	\$ 101.2	\$ 106.5	\$ 5.3	5.0%
1.1	1.5	0.9	(0.6)	-70.8%	Overtime	8.2	9.1	6.3	(2.8)	-44.5%
6.5	7.6	8.2	0.5	6.4%	Fringe Benefits	48.3	51.6	57.0	5.3	9.4%
1.8	2.8	3.0	0.2	7.6%	Services	16.3	21.8	24.4	2.6	10.5%
1.1	1.8	1.9	0.1	4.8%	Parts	9.1	14.3	13.5	(0.8)	-5.6%
4.3	1.6	2.8	1.3	44.7%	Fuel	18.6	16.7	20.8	4.1	19.8%
0.2	0.4	0.5	0.1	24.2%	Utilities	3.2	5.0	3.6	(1.3)	-37.1%
1.1	0.9	1.4	0.5	33.2%	Other	7.3	7.2	12.4	5.3	42.3%
(0.4)	(0.6)	(1.0)	0.3	-34.9%	Capitalized Cost	(3.7)	(7.2)	(6.9)	(0.3)	3.7%
\$ 27.9	\$ 30.4	\$ 32.9	\$ 2.5	7.6%	TOTAL EXPENSE	\$ 195.5	\$ 219.6	\$ 237.6	\$ 18.0	7.6%
6.6	6.7	6.4	(0.3)	-4.2%	Debt Service	48.3	46.7	46.3	(0.4)	-0.9%
\$ 37.4	\$ 47.7	\$ 41.2	\$ 6.6	15.9%	Contrib. Capital/Reserves	\$ 259.0	\$ 95.5	\$ 53.2	\$ 42.4	79.7%

**Does not include Sale of Assets*

Favorable/(Unfavorable)

**Does not include Sale of Assets: \$5.14 M Favorable/(Unfavorable)*

Revenue

Sales Tax Revenue

Due to a lag in reporting from the State of Utah, actual sales tax revenues are reported with a one to two-month delay. The results shown above (from July financial statements) reflect accrued sales tax revenues through July 2023.

As shown above, 2023 YTD sales tax revenues (including accruals for July in the financial statements) were \$273.3M, \$7.7M / 2.9% above budget. Actual sales tax year-over-year growth in 2023 for almost all counties in UTA's service area appear to have dropped from double-digit growth rates that we have seen in prior periods.

Fare Revenue

Passenger revenue was slightly above budget in July YTD, with total fare revenue of \$21.0M compared to a budget of \$20.5M. The small positive variance can be attributed to the recognition of revenue from a sunset provision for a discontinued pass program.

Federal Operating Revenue

Federal operating revenues have reconvened after delays related to labor issues impacting the award of federal grants. \$38.5M was received in the month of July which matched the budgeted amount. We anticipate seeing funds from grant approvals to arrive in Q3. The

\$132.2K received in April and \$198.3K received in June are funds directly related to our 5310 FTA Grant Program. These funds are passed-through UTA and disbursed to the qualified agencies and communities in our service area.

Other Revenue

Other revenue sources were \$16.3M / 131.8% above budget YTD. Actual investment revenue, driven by higher rates of return on investments than expected, made up \$20.7M of the total \$28.7M in revenue YTD.

UTA has moved to a longer-term investment strategy paired with increasing PTIF interest rates, which represented an opportunity for investment returns on a cash basis to exceed budgeted targets for 2023.

Expenditures

Operating expenses YTD through July were under budget by \$18.0M / 7.6%. The explanation of the variance is detailed below along with adjusted expectations when accounting for delays.

Salary and Wages

YTD salary and wages were \$5.3M / 5.0% under budget. Overtime was included in this total previously which made the total closer to budget, overtime is now broken out separately.

Overtime

Overtime was \$2.8M / 44.5% over budget YTD, relative to an overtime budget of \$6.3M YTD.

YTD operator overtime was \$1.8 / 43.3% over budget. Salt Lake Bus was over budget by \$1.3M, Ogden by \$340.6K, Riverside by \$78.4K, Light Rail by \$62.0K, Commuter Rail by \$22.9K and Timpanogos by \$50.1K with smaller differences elsewhere. This situation is primarily a function of business units use of overtime to compensate for operator shortages. There were minimal impacts from higher overtime rates paid during NBA All Star Weekend.

Non-operator (primarily Bargaining maintenance) YTD overtime was \$972.8K / 47.1% over budget. Asset Management overtime was over budget by \$356.6K / 102.7% with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category. Regular wages were \$985K under budget in Asset Management. Also contributing was Salt Lake Bus maintenance at \$146K / 45.8% above budget, Commuter Rail at \$81K / 87.2% above budget, Public Safety at \$89.1K / 113.1% above budget and Ogden Maintenance at \$93.8K / 247.3% above budget.

Fringe

YTD fringe benefit expenses were under budget by \$5.3M / 9.4% primarily due to the impact of vacancies discussed above.

Vacancies

UTA's vacancy rate is 5.3% YTD at the end of July versus a vacancy rate of 8.2% at the end of December 2022. Administrative has a 6.5% vacancy rate and Bargaining Unit has a 4.6% vacancy rate. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense.

Non-Labor Summary

YTD non-labor categories (all except Labor and Fringe) were favorable \$10.1M primarily due to positive variances of \$2.6M in Services, \$4.1M in Fuel, and \$5.3M in Other. There were negative offsets of \$1.3M in Utilities and \$0.8M in Parts.

Services

Services were favorable by \$2.6M / 11.0% due to:

- Legal under budget by \$190.0K / 16.2%. Attorney General billings are up to date. External Counsel support is under budget.
- IT under budget by \$653.3K / 15.4%. Budget timing regarding software subscriptions and software maintenance primary reason for under budget.
- Micro Transit under budget by \$853K / 17.6%. Principally due to an invoice timing but expectations are that they should be close to budget by August.
- Planning under budget by \$930.3K / 58.6%. 50339 Services Prof & Tech is \$928.0K under budget YTD. Largely due to invoice timing, still plan on using the majority of budget amounts. Will likely not spend full \$325.0K budgeted amount for "UTA On Board Survey" due to delay in the bidding process.
- Balance of items spread across other groups in organization.

Parts

YTD, Parts were over budget by \$0.76M on a \$13.5M budget. The largest contributing operating unit was Commuter Rail at \$502.3K / 25.9% over budget, with smaller amounts being both over and under budget in other operating units. Commuter Rail indicates they have been replacing higher cost components at a rate much higher than experience would have indicated. Commuter Rail replaced 14 traction motors in Q1 of 2023 and an additional five in Q2. In addition, three battery tray sets were replaced, a turbocharger was replaced, and three brand new rail car axles. These were all unexpected failures that unfortunately are high-cost parts.

In addition, we are under performing YTD on warranty recoveries by \$504K. Warranty recoveries are received when maintenance groups return a part that is within the warranty period. These credits offset parts expense. We have budgeted to receive \$947K through July YTD and we have only collected \$442K. Most of this variance is being driven by shortfalls in the Light Rail business unit, which is in the process of reassessing the appropriate amount to budget for warranty recovery in 2024.

Fuel and Power

YTD fuel and power expenses were about \$4.1M under budget. Diesel fuel is \$3.8M under

budget. YTD, UTA has purchased 152K fewer gallons of diesel fuel than budgeted. Those gallons multiplied by the \$3.90/gallon budgeted amount results in a savings (volume variance) of \$592.8K. The remaining \$3.2M is due to price variance. Volume variance makes up 15.6% of total variance and price variance produces the other 84.4%. So, savings due to lower fuel consumption compared to budget is 20.9% of the savings realized through lower diesel fuel prices YTD.

CNG fuel was \$87.5K over budget. CNG fuel over budget amount is directly related to a spike in natural gas prices in January and February, though the YTD total is approaching budgeted amounts more each month.

Propulsion power for light rail is \$255K / 6.7% under budget YTD, the variance has self-corrected over the last quarter.

Other

YTD Other expense are under budget by \$5.3M / 42.3%. Insurance related expense was \$1.76M under budget. Training, travel, and employee awards were under budget \$928K. Other Miscellaneous and contingency expenses were under budget \$2.65M / 93.6%. This amount is primarily comprised of Operations contingency that is \$1.94M under budget. The balance of the variance is spread in smaller values among multiple categories across the organization.

Utilities

YTD Utility expenses were \$1.3M / 37.1% higher than budget. Primary cause of this variance is directly related to January and February's spike in natural Gas prices. Prices increased from approximately \$11 per MMBtu in December to \$50 per MMBtu in January. This increase was over 355% in one month; since then, prices have declined. The Facilities group has also experienced additional Utility charges related directly to the extraordinary winter weather through March. For natural gas facility needs, we have recently changed providers and now purchase fuel directly from the primary local utility, Dominion Energy.

Capitalized Cost

YTD Capitalized Cost are under budget by \$0.3M, this is primarily associated with Light Rail accruals. Variances in this area has improved with recent changes in process driven by the Comptroller's office and Operations.

July 2023 Results

Ridership

(Comparison of July 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)

UTA System Ridership July 2023

MTD	July 2023	July 2023	July 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
Bus	1,260,509	1,234,912	1,150,696	109,813	25,597	9.5%	2.1%
Salt Lake	790,167	707,207	720,380	69,787	82,960	9.7%	11.7%
Ogden	219,530	240,744	204,024	15,506	(21,214)	7.6%	-8.8%
Timp	250,812	286,961	226,292	24,520	(36,149)	10.8%	-12.6%
Light Rail	830,442	991,826	865,888	(35,446)	(161,384)	-4.1%	-16.3%
FrontRunner	278,489	333,628	262,473	16,016	(55,139)	6.1%	-16.5%
Micro Transit ¹	33,286	42,821	18,599	14,687	(9,535)	79.0%	-22.3%
Paratransit	65,194	66,667	60,066	5,128	(1,473)	8.5%	-2.2%
Van Pool	75,387	53,723	53,733	21,654	21,664	40.3%	40.3%
Total Ridership	2,543,307	2,723,576	2,411,455	131,852	(180,269)	5.5%	-6.6%

¹ Micro Transit was a pilot program in 2019 & 2020

July's total ridership was 2.5M, which was 180K / 6.6% below forecast. This amount exceeded July 2022 totals by 132K / 5.5% riders.

Frontrunner carried 278.5K passengers in July which was 55.1K / 16.5% lower than the forecast of 333.6K. This figure is 6.1% higher than 2022 ridership of 262.5K.²

TRAX ridership in July was down 16.3% from the July forecast of 991.8K riders. This is 4.1% below July 2022 ridership of 865.9K riders.

Bus ridership in July was 25.6K / 2.1% higher than the forecast of 1.23M and 9.5% higher than 2022 ridership of 1.15M.³

Paratransit/Flex ridership was below July forecast of 66.7K by 2.2%, with UTA providing 65.2K trips. This is 8.5% higher than 2022 ridership for the same period.

Micro Transit ridership in July was below forecast by 9.5K / 22.3%. Micro Transit started South Davis and Tooele County service in August of 2022, July 2023 values are not comparable.

Vanpool ridership for July was 75.4K versus a forecast of 53.7K, which is 40.3% above forecast.

² Monthly forecasted ridership calculated using Planning 2023 yearly forecast by mode.

³ July 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

Preliminary

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	A Budget	Variance			Actual	A Budget	Variance		
\$ 32.6	\$ 40.6	\$ 37.2	\$ 3.4	9.1%	Revenue	\$ 266.5	273.3	\$ 265.6	\$ 7.7	2.9%
4.0	2.9	3.0	(0.2)	-5.1%	Sales Tax (Jul accrual)	20.2	21.0	20.5	0.5	2.2%
33.4	38.5	38.5	-	0.0%	Fares	206.1	38.8	38.5	0.3	0.9%
2.0	2.9	1.8	1.1	62.1%	Other *	10.0	28.7	12.4	16.3	131.8%
\$ 71.9	\$ 84.9	\$ 80.5	\$ 4.3	5.4%	TOTAL REVENUE	\$ 502.8	\$ 361.8	\$ 337.0	\$ 24.8	7.3%
\$ 12.3	\$ 14.5	\$ 15.2	\$ 0.8	5.0%	Expense	\$ 88.2	\$ 101.2	\$ 106.5	\$ 5.3	5.0%
1.1	1.5	0.9	(0.6)	-70.8%	Salary/Wages	8.2	9.1	6.3	(2.8)	-44.5%
6.5	7.6	8.2	0.5	6.4%	Overtime	48.3	51.6	57.0	5.3	9.4%
1.8	2.8	3.0	0.2	7.6%	Fringe Benefits	16.3	21.8	24.4	2.6	10.5%
1.1	1.8	1.9	0.1	4.8%	Services	9.1	14.3	13.5	(0.8)	-5.6%
4.3	1.6	2.8	1.3	44.7%	Parts	18.6	16.7	20.8	4.1	19.8%
0.2	0.4	0.5	0.1	24.2%	Fuel	3.2	5.0	3.6	(1.3)	-37.1%
1.1	0.9	1.4	0.5	33.2%	Utilities	7.3	7.2	12.4	5.3	42.3%
(0.4)	(0.6)	(1.0)	0.3	-34.9%	Other	(3.7)	(7.2)	(6.9)	(0.3)	3.7%
\$ 27.9	\$ 30.4	\$ 32.9	\$ 2.5	7.6%	Capitalized Cost	\$ 195.5	\$ 219.6	\$ 237.6	\$ 18.0	7.6%
6.6	6.7	6.4	(0.3)	-4.2%	TOTAL EXPENSE	\$ 48.3	46.7	46.3	(0.4)	-0.9%
\$ 37.4	\$ 47.7	\$ 41.2	\$ 6.6	15.9%	Debt Service					
					Contrib. Capital/Reserves	\$ 259.0	\$ 95.5	\$ 53.2	\$ 42.4	79.7%

*Does not include Sale of Assets

Favorable/(Unfavorable)

*Does not include Sale of Assets: \$5.14 M Favorable/(Unfavorable)

Revenue

For the month of July, accrued sales tax revenues were \$40.6M, which was \$3.4M / 9.1% above budget. Farepay revenue was 5.1% below budget. July 2023 Farepay revenue is \$1.1M lower than the same period last year due to an unusual booking of \$1.5M in 2022 that is being investigated by Fares. Farepay revenue that was recognized in July 2023 dropped below normal, it was expected to be higher and will require investigation. ECO partner revenue, including pay per trip contracts, are not increasing as anticipated. New partners have not been added and the number of pass holders not tapping has negatively impacted the amount UTA can bill partners.

There was a total of \$38.5M in Federal / Preventative Maintenance payments recorded for the month. This month's payment makes up almost all (99%) of the payment amounts received in 2023. Previously, the formula grants were pending due to grant processing delays and delays related to labor issues. As these grants are approved, UTA will be able draw down an estimated \$55M in accrued eligible operational expenses dating back to 2022 and \$35M in 2023 – which will be recorded as Federal income in 2023.

Other revenues came in higher than budget with a \$1.1M variance. Positive variance was primarily driven by higher-than-expected investment returns, as discussed above.

Expenditures

The July expense variance is \$2.5M / 7.6% below budget. Salaries and Wages were under budget \$0.8M and Overtime was \$0.6M over budget. An underspend of \$0.5M in Fringe expense is related to the Agency's vacancies. Service, Parts, and Utilities were all close (within \$200K) to target. Fuel was \$1.3M below budget due to the lower than budgeted pricing which contributed to the positive variance. Other Expenses was \$0.5M under budget was largely due to favorable variances within Insurance expenses. Lower spend in Computer Supplies and Travel/Meeting Expenses contributed to the favorable variance as well.

Comments on notable impacts to the variance are as follows:

Salary: \$0.8M under budget. Improving month-over-month on filling needed positions (44 additional heads compared to June), but still 5.3% below budget.

Overtime: 70.8% above budget in July. As positions go unfilled and current employees work extra to fill in the holes, overtime increases. As Salary amounts stay under budget, Overtime will likely remain above budget.

Fringe: \$0.5M under budget in July. Fringe will follow the same pattern as Salary expenses.

Parts: \$90K below budget for the month of July. Large totals of credits for Warranty Recoveries in month surpassing budget and offsetting high expenses in Parts (specifically Light Rail Maintenance and SL Bus).

Fuel/Power: Under budget \$1.3M / 44.7%, driven by a lower monthly average price of \$2.74/gal versus a budgeted diesel amount of \$3.90/gal. Unleaded fuel price was right at target with a price of \$3.08/gal compared to \$3.10/gal budgeted.

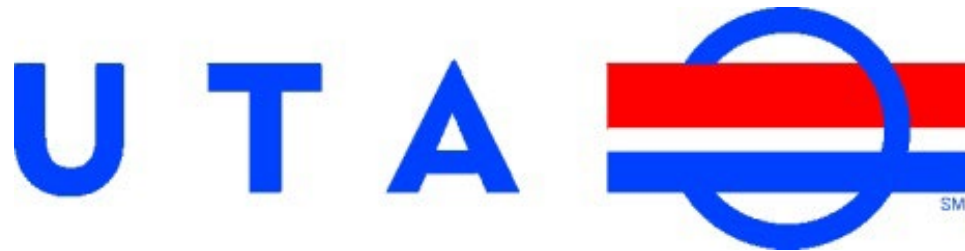
Utilities: Under budget by \$124K / 24.2%, under budget in July primarily due to lower spend in Central Maintenance, Commuter Rail, Facilities and MOW. A credit of \$13K in Ogden Maintenance also contributed to the favorable variance.

Utah Transit Authority

Financial Statement

(Unaudited)

July 31, 2023



**KEY ITEM REPORT
(UNAUDITED)
As of July 31, 2023**

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (22,420,265)	\$ (21,883,977)	\$ 536,288	2%
2 Operating Expenses	219,568,694	237,555,694	17,987,000	8%
3 Net Operating Income (Loss)	(197,148,429)	(215,671,717)	18,523,288	9%
4 Capital Revenue	(47,213,534)	(152,383,875)	(105,170,341)	-69%
5 Capital Expenses	98,093,434	196,385,000	98,291,566	50%
6 Net Capital Income (Loss)	(50,879,900)	(44,001,125)	(6,878,775)	-16%
7 Sales Tax	(273,311,116)	(265,633,415)	7,677,701	3%
8 Other Revenue	(66,086,622)	(49,530,323)	16,556,299	33%
9 Debt Service	46,713,978	46,316,675	(397,303)	-1%
10 Sale of Assets	5,144,215	-	(5,144,215)	
11 Net Non-Operating Income (Loss)	287,539,545	268,847,063	18,692,482	7%
12 Contribution to Cash Balance	\$ 39,511,216	\$ 9,174,221	\$ 30,336,995	331%
13 Amortization	6,768,227			
14 Depreciation	80,798,240			
15 Total Non-cash Items	\$ 87,566,467			

STATISTICS

RIDERSHIP

2022 Actual	<u>July 2023</u>	<u>July 2022</u>	<u>Difference</u>	<u>2023 YTD</u>	<u>2022 YTD</u>	<u>Difference</u>
16 31,439,554	2,543,307	2,411,455	131,852	19,338,277	17,570,247	1,768,031

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 219,568,694
18 Less: Passenger Revenue	- (20,985,265)
19 Subtotal	198,583,429
20 Divided by: Ridership	÷ 19,338,277
21 Subsidy per Rider	<u>\$ 10.27</u>

**SUMMARY FINANCIAL DATA
(UNAUDITED)
As of July 31, 2023**

EXHIBIT 1-2

BALANCE SHEET

	<u>7/31/2023</u>	<u>7/31/2022</u>
CURRENT ASSETS		
1 Cash	\$ 16,185,825	\$ 35,815,800
2 Investments (Unrestricted)	469,971,173	530,515,984
3 Investments (Restricted)	97,448,298	103,048,173
4 Receivables	142,732,270	71,843,942
5 Receivables - Federal Grants	3,872,754	4,007,470
6 Inventories	41,083,427	36,754,058
7 Prepaid Expenses	168,476	(117,413)
8 TOTAL CURRENT ASSETS	<u>\$ 771,462,223</u>	<u>\$ 781,868,014</u>
9 Property, Plant & Equipment (Net)	2,930,626,001	2,920,072,488
10 Other Assets	195,809,744	127,822,854
11 TOTAL ASSETS	<u>\$ 3,897,897,968</u>	<u>\$ 3,829,763,356</u>
12 Current Liabilities	54,095,693	61,730,780
14 Net Pension Liability	166,224,640	90,642,486
15 Outstanding Debt	2,325,861,188	2,363,210,735
16 Net Investment in Capital Assets	791,862,985	715,702,750
17 Restricted Net Position	68,769,220	38,669,705
18 Unrestricted Net Position	491,084,242	559,806,900
19 TOTAL LIABILITIES & EQUITY	<u>\$ 3,897,897,968</u>	<u>\$ 3,829,763,356</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 2018 Bond Proceeds	31,472	\$ 5,253,386
21 2019 Bond Proceeds	673,671	42,986,230
22 Debt Service Interest Payable	28,643,876	20,296,626
23 Risk Contingency Fund	8,129,558	8,046,134
24 Catastrophic Risk Reserve Fund	1,120,192	1,100,965
25 Box Elder County ROW (sales tax)	3,395,186	2,234,594
26 Utah County 4th Qtr (sales tax)	12,795,716	3,891,676
27 Amounts held in escrow	42,658,627	19,238,562
28 TOTAL RESTRICTED RESERVES	<u>\$ 97,448,298</u>	<u>\$ 103,048,173</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
29 General Reserves	72,100,000	65,368,000
30 Service Sustainability Reserves	12,017,000	10,895,000
31 Capital Reserve	46,541,000	45,616,000
32 Debt Reduction Reserve	30,000,000	30,000,000
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 160,658,000</u>	<u>\$ 151,879,000</u>
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 258,106,298</u>	<u>\$ 254,927,173</u>

**SUMMARY FINANCIAL DATA
(UNAUDITED)
As of July 31, 2023**

EXHIBIT 1-3

REVENUE & EXPENSES

	ACTUAL Jul-23	ACTUAL Jul-22	YTD 2023	YTD 2022
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,877,755)	\$ (3,977,747)	\$ (20,985,265)	\$ (20,193,760)
2 Advertising Revenue	(193,500)	(180,000)	(1,435,000)	(1,260,000)
3 TOTAL OPERATING REVENUE	\$ (3,071,255)	\$ (4,157,747)	\$ (22,420,265)	\$ (21,453,760)
OPERATING EXPENSE				
4 Bus Service	\$ 10,866,625	\$ 10,386,724	\$ 76,110,426	\$ 70,375,949
5 Commuter Rail	1,998,687	2,712,895	16,894,631	15,631,591
6 Light Rail	3,466,960	3,097,776	25,567,640	22,317,041
7 Maintenance of Way	1,687,848	1,236,674	11,734,730	10,985,425
8 Paratransit Service	2,228,791	2,127,936	15,780,583	14,785,553
9 RideShare/Van Pool Services	203,486	245,239	1,937,058	1,606,958
10 Microtransit	698,472	154,844	4,423,802	3,290,267
11 Operations Support	4,744,823	4,205,900	38,125,666	32,355,292
12 Administration	4,541,440	3,759,103	28,994,158	24,109,588
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	\$ 30,437,132	\$ 27,927,091	\$ 219,568,694	\$ 195,457,664
15 NET OPERATING (INCOME) LOSS	\$ 27,365,877	\$ 23,769,344	\$ 197,148,429	\$ 174,003,904
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(1,928,938)	(859,546)	(20,728,377)	(2,060,184)
17 Sales Tax Revenue ¹	(40,602,491)	(32,556,954)	(273,311,116)	(266,529,068)
18 Other Revenue	(742,733)	(932,796)	(6,513,878)	(6,659,690)
19 Fed Operations/Preventative Maint. Revenue	(38,513,823)	(33,413,013)	(38,844,367)	(206,099,993)
20 Bond Interest	6,150,297	6,340,358	43,595,452	46,306,965
21 Bond Interest UTCT	148,357	152,441	1,038,499	1,067,043
22 Bond Cost of Issuance/Fees	-	-	53,250	53,700
23 Lease Interest	398,505	85,464	2,026,777	908,045
24 Sale of Assets	2,830	(286,127)	5,144,215	3,207,354
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (75,087,996)	\$ (61,470,173)	\$ (287,539,545)	\$ (429,805,828)
26 CONTRIBUTION TO RESERVES	\$ 47,722,119	\$ 37,700,829	\$ 90,391,116	\$ 255,801,924
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(334,646)	(355,796)	(2,402,995)	(2,497,195)
28 Bond Refunding Cost Amortization	1,242,599	1,192,102	8,698,189	8,347,234
29 Future Revenue Cost Amortization	67,576	67,576	473,033	473,033
30 Depreciation	11,433,307	11,718,433	80,798,240	81,287,165
31 NET OTHER EXPENSES (NON-CASH)	\$ 12,408,836	\$ 12,622,315	\$ 87,566,467	\$ 87,610,237

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

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of July 31, 2023

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jul-23	Jul-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,877,755)	\$ (3,032,725)	\$ (154,970)	-5%
2 Advertising Revenue	(193,500)	(193,500)	-	0%
3 TOTAL OPERATING REVENUE	\$ (3,071,255)	\$ (3,226,225)	\$ (154,970)	-5%
OPERATING EXPENSE				
4 Bus Service	\$ 10,866,625	11,464,544	\$ 597,919	5%
5 Commuter Rail	1,998,687	2,575,273	576,586	22%
6 Light Rail	3,466,960	3,785,241	318,281	8%
7 Maintenance of Way	1,687,848	1,780,449	92,601	5%
8 Paratransit Service	2,228,791	2,356,910	128,119	5%
9 RideShare/Van Pool Services	203,486	334,560	131,074	39%
10 Microtransit	698,472	763,062	64,590	8%
11 Operations Support	4,744,823	5,112,662	367,839	7%
12 Administration	4,541,440	4,751,415	209,975	4%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 30,437,132	\$ 32,924,116	\$ 2,486,984	8%
15 NET OPERATING (INCOME) LOSS	\$ 27,365,877	\$ 29,697,891	\$ 2,332,014	8%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (1,928,938)	\$ (605,000)	\$ 1,323,938	219%
17 Sales Tax Revenue	(40,602,491)	(37,202,797)	3,399,694	9%
18 Other Revenue	(742,733)	(969,500)	(226,767)	-23%
19 Fed Operations/Preventative Maint. Revenue	(38,513,823)	(38,513,823)	-	0%
20 Bond Interest	6,150,297	6,046,695	(103,602)	-2%
21 Bond Interest UTCT	148,357	148,357	-	0%
22 Bond Cost of Issuance/Fees	-	2,100	2,100	100%
23 Lease Interest	398,505	227,887	(170,618)	-75%
24 Sale of Assets	2,830	-	(2,830)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (75,087,996)	\$ (70,866,081)	\$ 4,221,915	6%
26 CONTRIBUTION TO RESERVES	\$ 47,722,119	\$ 41,168,190		

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

EXHIBIT 1-4A

As of July 31, 2023

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jul-23	Jul-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 426,193	\$ 267,277	\$ (158,916)	-59%
2 Executive Director	365,713	486,739	121,026	25%
3 Chief Communication Officer	321,281	273,169	(48,112)	-18%
4 Chief Planning and Engagement Officer	1,255,930	1,451,776	195,846	13%
5 Chief Finance Officer	1,073,752	1,439,939	366,187	25%
6 Chief Operating Officer	23,160,231	25,271,791	2,111,560	8%
7 Chief People Officer	1,137,424	922,787	(214,637)	-23%
8 Chief Development Officer	1,008,783	721,656	(287,127)	-40%
9 Chief Enterprise Strategy Officer	1,687,825	2,088,982	401,157	19%
10 Non-Departmental	-	-	-	
11 TOTAL OPERATING EXPENSE	\$ 30,437,132	\$ 32,924,116	\$ 2,486,984	8%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jul-23	Jul-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
12 Board of Trustees	\$ 1,870,327	\$ 1,831,157	\$ (39,170)	-2%
13 Executive Director	2,870,295	3,539,275	668,980	19%
14 Chief Communication Officer	2,377,775	2,424,784	47,009	2%
15 Chief Planning and Engagement Officer	8,876,653	9,975,250	1,098,597	11%
16 Chief Finance Officer	8,669,593	10,222,008	1,552,415	15%
17 Chief Operating Officer	170,377,273	182,133,223	11,755,950	6%
18 Chief People Officer	8,273,457	7,747,097	(526,360)	-7%
19 Chief Development Officer	3,467,678	5,149,878	1,682,200	33%
20 Chief Enterprise Strategy Officer	12,785,643	14,283,022	1,497,379	10%
21 Non-Departmental	-	250,000	250,000	100%
22 TOTAL OPERATING EXPENSE	\$219,568,694	\$ 237,555,694	\$ 17,987,000	8%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-5

As of July 31, 2023

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jul-23	Jul-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (20,985,265)	\$ (20,529,477)	\$ 455,788	2%
2 Advertising Revenue	(1,435,000)	(1,354,500)	80,500	6%
3 TOTAL OPERATING REVENUE	<u>\$ (22,420,265)</u>	<u>\$ (21,883,977)</u>	<u>\$ 536,288</u>	2%
OPERATING EXPENSE				
4 Bus Service	\$ 76,110,426	\$ 81,425,213	\$ 5,314,787	7%
5 Commuter Rail	16,894,631	18,174,347	1,279,716	7%
6 Light Rail	25,567,640	26,819,876	1,252,236	5%
7 Maintenance of Way	11,734,730	12,623,063	888,333	7%
8 Paratransit Service	15,780,583	16,473,824	693,241	4%
9 RideShare/Van Pool Services	1,937,058	2,341,872	404,814	17%
10 Microtransit	4,423,802	5,348,570	924,768	17%
11 Operations Support	38,125,666	37,066,891	(1,058,775)	-3%
12 Administration	28,994,158	37,032,038	8,037,880	22%
13 Non-Departmental	-	250,000	250,000	100%
14 TOTAL OPERATING EXPENSE	<u>\$ 219,568,694</u>	<u>\$ 237,555,694</u>	<u>\$ 17,987,000</u>	8%
15 NET OPERATING (INCOME) LOSS	<u>\$ 197,148,429</u>	<u>\$ 215,671,717</u>	<u>\$ 18,523,288</u>	9%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (20,728,377)	\$ (4,230,000)	\$ 16,498,377	390%
17 Sales Tax Revenue	(273,311,116)	(265,633,415)	7,677,701	3%
18 Other Revenue	(6,513,878)	(6,786,500)	(272,622)	-4%
19 Fed Operations/Preventative Maint. Revenue	(38,844,367)	(38,513,823)	330,544	1%
20 Bond Interest	43,595,452	43,600,527	5,075	0%
21 Bond Interest UTCT	1,038,499	1,038,499	-	0%
22 Bond Cost of Issuance/Fees	53,250	41,250	(12,000)	-29%
23 Lease Interest	2,026,777	1,636,399	(390,378)	-24%
24 Sale of Assets	5,144,215	-	(5,144,215)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (287,539,545)</u>	<u>\$ (268,847,063)</u>	<u>\$ 18,692,482</u>	7%
26 CONTRIBUTION TO RESERVES	<u>\$ 90,391,116</u>	<u>\$ 53,175,346</u>		

**CAPITAL PROJECTS
(UNAUDITED)
As of July 31, 2023**

EXHIBIT 1-6

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 30,640,618	\$ 18,881,000	162.3%
2 INFORMATION TECHNOLOGY	1,958,751	4,300,000	45.6%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	5,336,680	1,904,000	280.3%
4 CAPITAL PROJECTS	15,776,448	110,795,000	14.2%
5 STATE OF GOOD REPAIR	22,603,338	149,725,000	15.1%
6 DEPOT DISTRICT	7,637,572	12,001,000	63.6%
7 OGDEN/WEBER STATE BRT	10,222,827	25,785,000	39.6%
8 TIGER	3,917,199	13,269,000	29.5%
9 TOTAL	<u>\$ 98,093,434</u>	<u>\$ 336,660,000</u>	29.1%
REVENUES			
10 GRANT	\$ 13,611,679	\$ 131,502,000	10.4%
11 STATE CONTRIBUTION	8,588,350	11,070,000	77.6%
12 LEASES (PAID TO DATE)	-	41,851,000	0.0%
13 BONDS		62,847,500	0.0%
14 LOCAL PARTNERS	25,013,505	13,959,000	179.2%
15 UTA FUNDING	50,879,900	75,430,500	67.5%
16 TOTAL	<u>\$ 98,093,434</u>	<u>\$ 336,660,000</u>	29.1%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of July 31, 2023

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jul-23	Jul-22	2023	2022
UTA				
Fully Allocated Costs	30,437,131	27,927,091	219,568,694	195,457,664
Passenger Farebox Revenue	2,877,755	3,977,747	20,985,265	20,193,761
Passengers	2,543,307	2,411,455	19,338,277	17,570,247
Farebox Recovery Ratio	9.5%	14.2%	9.6%	10.3%
Actual Subsidy per Rider	\$10.84	\$9.93	\$10.27	\$9.98
BUS SERVICE				
Fully Allocated Costs	15,402,528	14,289,918	108,966,563	98,081,903
Passenger Farebox Revenue	1,223,461	1,429,831	9,194,328	9,274,925
Passengers	1,260,509	1,150,696	9,962,486	8,644,073
Farebox Recovery Ratio	7.9%	10.0%	8.4%	9.5%
Actual Subsidy per Rider	\$11.25	\$11.18	\$10.01	\$10.27
LIGHT RAIL SERVICE				
Fully Allocated Costs	8,092,010	6,982,304	57,904,020	50,545,338
Passenger Farebox Revenue	600,312	790,945	4,219,179	4,559,665
Passengers	830,442	865,888	5,982,420	6,237,943
Farebox Recovery Ratio	7.4%	11.3%	7.3%	9.0%
Actual Subsidy per Rider	\$9.02	\$7.15	\$8.97	\$7.37
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,282,452	3,675,427	26,738,239	23,816,825
Passenger Farebox Revenue	391,690	535,645	2,754,080	3,091,052
Passengers	278,489	262,473	2,037,058	1,735,703
Farebox Recovery Ratio	11.9%	14.6%	10.3%	13.0%
Actual Subsidy per Rider	\$10.38	\$11.96	\$11.77	\$11.94
MICROTRANSIT				
Fully Allocated Costs	773,062	218,644	4,961,806	3,707,811
Passenger Farebox Revenue	46,879	14,795	292,656	111,530
Passengers	33,286	18,599	221,758	100,810
Farebox Recovery Ratio	6.1%	6.8%	5.9%	3.0%
Actual Subsidy per Rider	\$21.82	\$10.96	\$21.06	\$35.67
PARATRANSIT				
Fully Allocated Costs	2,380,889	2,249,392	16,889,168	15,874,281
Passenger Farebox Revenue	315,083	994,912	2,339,527	1,437,090
Passengers	65,194	60,066	493,559	439,030
Farebox Recovery Ratio	13.2%	44.2%	13.9%	9.1%
Actual Subsidy per Rider	\$31.69	\$20.89	\$29.48	\$32.88
RIDESHARE				
Fully Allocated Costs	506,190	511,407	4,108,899	3,431,505
Passenger Farebox Revenue	300,328	211,620	2,185,495	1,719,502
Passengers	75,387	53,733	640,996	412,688
Farebox Recovery Ratio	59.3%	41.4%	53.2%	50.1%
Actual Subsidy per Rider	\$2.73	\$5.58	\$3.00	\$4.15

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jul-23	Jul-22	2023	2022
FULLY ALLOCATED COSTS				
Bus Service	\$15,402,528	\$14,289,918	\$108,966,563	\$98,081,903
Light Rail Service	\$8,092,010	\$6,982,304	\$57,904,020	\$50,545,338
Commuter Rail Service	\$3,282,452	\$3,675,427	\$26,738,239	\$23,816,825
Microtransit	\$773,062	\$218,644	\$4,961,806	\$3,707,811
Paratransit	\$2,380,889	\$2,249,392	\$16,889,168	\$15,874,281
Rideshare	\$506,190	\$511,407	\$4,108,899	\$3,431,505
UTA	\$30,437,131	\$27,927,091	\$219,568,694	\$195,457,664
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,223,461	\$1,429,831	\$9,194,328	\$9,274,925
Light Rail Service	\$600,312	\$790,945	\$4,219,179	\$4,559,665
Commuter Rail Service	\$391,690	\$535,645	\$2,754,080	\$3,091,052
Microtransit	\$46,879	\$14,795	\$292,656	\$111,530
Paratransit	\$315,083	\$994,912	\$2,339,527	\$1,437,090
Rideshare	\$300,328	\$211,620	\$2,185,495	\$1,719,502
UTA	\$2,877,755	\$3,977,747	\$20,985,265	\$20,193,761
PASSENGERS				
Bus Service	1,260,509	1,150,696	9,962,486	8,644,073
Light Rail Service	830,442	865,888	5,982,420	6,237,943
Commuter Rail Service	278,489	262,473	2,037,058	1,735,703
Microtransit	33,286	18,599	221,758	100,810
Paratransit	65,194	60,066	493,559	439,030
Rideshare	75,387	53,733	640,996	412,688
UTA	2,543,307	2,411,455	19,338,277	17,570,247
FAREBOX RECOVERY RATIO				
Bus Service	7.9%	10.0%	8.4%	9.5%
Light Rail Service	7.4%	11.3%	7.3%	9.0%
Commuter Rail Service	11.9%	14.6%	10.3%	13.0%
Microtransit	6.1%	6.8%	5.9%	3.0%
Paratransit	13.2%	44.2%	13.9%	9.1%
Rideshare	59.3%	41.4%	53.2%	50.1%
UTA	9.5%	14.2%	9.6%	10.3%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$11.25	\$11.18	\$10.01	\$10.27
Light Rail Service	\$9.02	\$7.15	\$8.97	\$7.37
Commuter Rail Service	\$10.38	\$11.96	\$11.77	\$11.94
Microtransit	\$21.82	\$10.96	\$21.06	\$35.67
Paratransit	\$31.69	\$20.89	\$29.48	\$32.88
Rideshare	\$2.73	\$5.58	\$3.00	\$4.15
UTA	\$10.84	\$9.93	\$10.27	\$9.98

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of July 31, 2023

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	83,565,757	40,602,491	\$ 42,963,266	-	-	-
3 Warranty Recovery	1,821,055	1,821,055	-	-	-	-
4 Build America Bond Subsidies	3,200,590	785,525	785,525	\$ 785,525	\$ 844,015	
5 Product Sales and Development	2,645,900	1,807,894	16,225	\$ 31,852	\$ 13,191	\$ 776,738
6 Pass Sales	(77,057)	133,545	(11,075)	(7,796)	935	(192,666)
7 Property Management	76,582	12,513	7,984	940	6,691	48,454
8 Vanpool/Rideshare	114,893	68,865	14,863	4,070	11,031	16,064
9 Salt Lake City Agreement	1,091,324	523,919	567,405	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	39,829,505	31,427,159	645,156	3,800,000	-	3,957,190
12 Other	10,463,721	10,463,721	-	-	-	-
13 Total	\$ 146,605,024	\$ 91,519,441	\$ 44,989,349	\$ 4,614,591	\$ 875,863	\$ 4,605,780

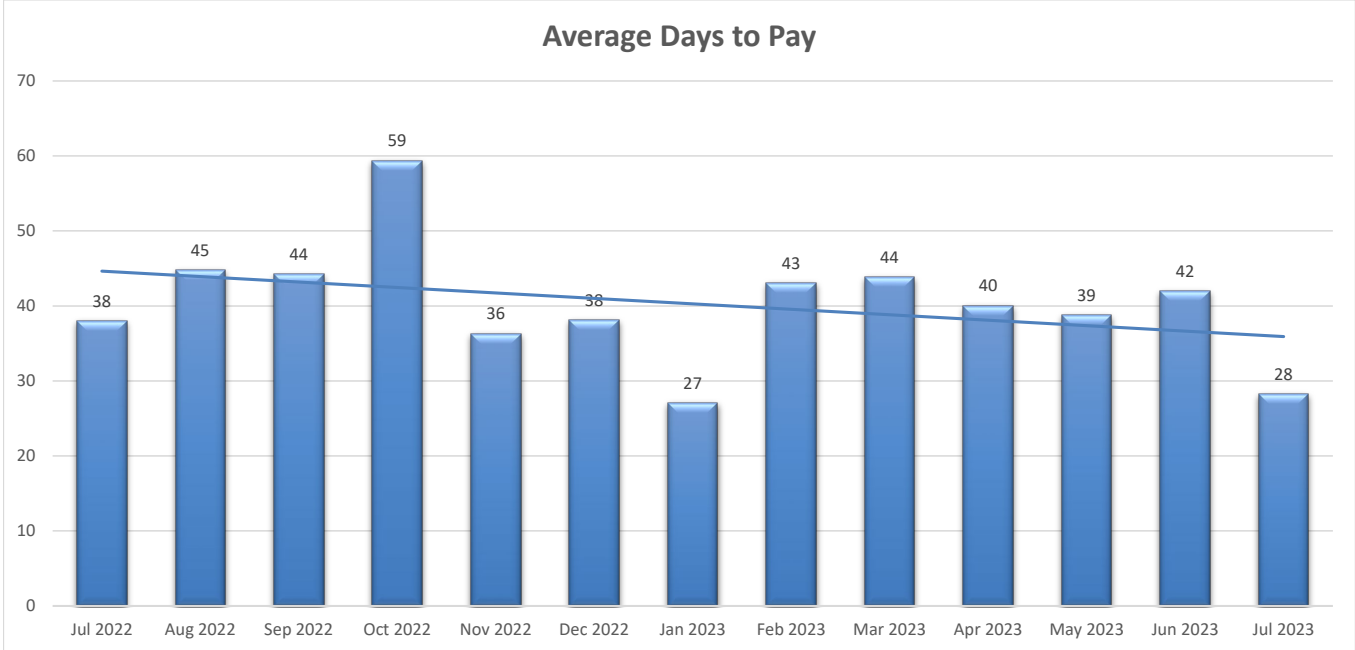
Percentage Due by Aging

14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	48.6%	51.4%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	24.5%	24.5%	24.5%	26.4%	0.0%
18 Product Sales and Development	68.3%	0.6%	1.2%	0.5%	29.4%
19 Pass Sales	-173.3%	14.4%	10.1%	-1.2%	250.0%
20 Property Management	16.3%	10.4%	1.2%	8.7%	63.3%
21 Vanpool/Rideshare	59.9%	12.9%	3.5%	9.6%	14.0%
22 Salt Lake City Agreement	48.0%	52.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	78.9%	1.6%	9.5%	0.0%	9.9%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 Total	62.4%	30.7%	3.1%	0.6%	3.1%

¹ Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM JULY 1, 2023 THROUGH JULY 31, 2023
(UNAUDITED)**

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	895778	7/5/2023	547,416.83
A02767 MEDICAID SEED MONEY TO STATE	7/10/2019	DEPT OF HEALTH AND HUMAN SERVICES	895776	7/5/2023	244,692.63
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	895777	7/5/2023	397,776.38
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	895867	7/12/2023	239,278.65
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	895868	7/12/2023	683,454.71
20-03349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	895869	7/12/2023	2,157,469.90
R2023-04-08		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	7/13/2023	1,189,926.53
R2023-04-08		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	7/13/2023	321,568.44
20-03282 SD100/SD160/S70 LRV SEAT REPLACEMENT	12/4/2020	USSC GROUP, INC.	895955	7/19/2023	213,705.00
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	895956	7/19/2023	376,715.60
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896039	7/26/2023	259,370.03
19-03043BM SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	896040	7/26/2023	541,897.42
20-03378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	895958	7/19/2023	1,639,111.64
20-03382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	895957	7/19/2023	1,250,020.83
22-03566RW FARE REPLACEMENT SYSTEM	3/22/2023	SCHEIDT & BACHMANN USA, INC.	896041	7/26/2023	1,113,135.75
R2023-04-08		ROCKY MOUNTAIN POWER	376495	7/19/2023	244,811.47
20-03349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	896042	7/26/2023	4,822,384.25
R2023-04-08		ROCKY MOUNTAIN POWER	376613	7/26/2023	400,669.51
R2023-04-08		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	7/27/2023	308,465.51
R2023-04-08		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	7/27/2023	1,160,423.97
21-03531BM ADMIN MEDICAL INSURANCE	5/3/2022	SELECT HEALTH	ZION-ACH	7/25/2023	926,755.40
21-03530BM ADMIN MEDICAL INSURANCE	5/3/2022	PEHP	ZION-ACH	7/25/2023	290,702.23
21-03530BM ADMIN MEDICAL INSURANCE	5/3/2022	PEHP	ZION-ACH	7/25/2023	275,659.71





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate and TOD
Nick Duerksen, TOD Project Manager

TITLE:

R2023-09-01 Resolution Designating Transit Oriented Development Sites in Lehi and Farmington, Utah

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve resolution R2023-09-01 authorizing the Lehi and Farmington, Utah as TOD Development Sites

BACKGROUND:
Station Area Plans were approved at both Lehi Station and Farmington Station by the respective cities. On February 15, 2023, the Local Advisory Council approved both Station Area Plans. On April 12, 2023, the plans were adopted by the UTA Board of Trustees.

DISCUSSION:
Board of Trustees Policy No. 5.1 requires that TOD development sites must be selected by the UTA Board of Trustees in order to move forward with a Request for Proposal for development. Ranking based upon System Analysis results demonstrates that Farmington and Lehi Stations are highly qualified for development.

ALTERNATIVES:
Do not develop the site. Each would remain as a park and ride lot. However, such decision would be in conflict with the adopted Station Area Plans and not support state, regional or city objectives.

FISCAL IMPACT:

No fiscal impact initially. Once project moves forward with completion of development phases, the Agency is anticipated to receive a return on investment that will be projected on a phase-by-phase basis. Such projections will be presented to the Board along with associated agreements.

ATTACHMENTS:

Resolution R2023-09-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY DESIGNATING TRANSIT ORIENTED
DEVELOPMENT SITES IN LEHI AND FARMINGTON, UTAH**

R2023-09-01

September 27, 2023

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;

WHEREAS, the Authority recognizes the importance of collaborating with regional partners, local municipalities, and the development community to construct transit-oriented developments ("TODs") near its regional transit system to create environments that allow people to live, work, and recreate without the necessity of an automobile;

WHEREAS, the Authority is authorized pursuant to UTAH CODE § 17B-2a-804 to engage in the development of property for transit-supportive and transit-oriented purposes;

WHEREAS, Board Policy 5.1—Transit Oriented Development requires the Local Advisory Council and the Board of Trustees to approve Station Area Plans prior to the selection of TOD sites;

WHEREAS, the Station Area Plan for Farmington, Utah was approved on February 15, 2023, by the Local Advisory Council in Resolution AR2023-02-02, and on April 12, 2023, by the Board of Trustees in Resolution R2023-04-04;

WHEREAS, the Station Area Plan for Lehi, Utah was approved on February 15, 2023, by the Local Advisory Council in Resolution AR2023-02-03, and on April 12, 2023, by the Board of Trustees in Resolution R2023-04-05;

WHEREAS, Board Policy 5.1 requires the Authority's Board of Trustees ("Board") to authorize areas for the development of TODs;

WHEREAS, in furtherance of selecting suitable sites for TODs, the Board reviewed the TOD System Analysis and weighed several factors, including municipal support, accessibility, market strength, affordable housing need, growth opportunities, zoning, and other such factors;

WHEREAS, the Board finds that the station areas in Farmington, Utah and

Lehi, Utah are suitable and desirable locations for the development of TODs;

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

1. That the Farmington Station is hereby selected as a transit-oriented development site for the Authority.
2. That the Lehi Station is hereby selected as a transit-oriented development site for the Authority.
3. That the Board 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.
4. That the corporate seal be attached hereto.

Approved and adopted this 27th day of September, 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
OF6F046DE4724A2...

Legal Counsel



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate & TOD
Spencer Burgoyne, Manager of Property Administration

TITLE:

R2023-09-02 Resolution Authorizing the Purchase of Real Property from Edward and Carol Marquez for the OGX Bus Rapid Transit Project (Parcel 153)

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2023-09-02 authorizing the Executive Director to purchase the subject property located at 3195 Harrison Boulevard, Ogden for the OGX Bus Rapid Transit (BRT) Project under the proposed contract terms.

BACKGROUND:

The subject property is improved with a convenience store/gas station and an attached automotive repair shop owned by Edward P. and Carol A. Marquez. The convenience store is leased by 7-Eleven, Inc. through August 2037. The auto shop is vacant.

UTA made the first offer to purchase the property in June 2019 and has been in regular contact and negotiations with the owners, tenants and their respective attorneys attempting to settle the acquisition.

In February 2021, the UTA Board approved R2021-02-03 to petition UDOT to exercise eminent domain to purchase the property. In March 2021, UTA received access from the owners and tenant to allow UTA construction to move forward.

The owners (Marquez) have agreed to sell the property for \$2,070,000. This amount is based on an appraisal prepared by Jeremie Snowden, MAI with a valuation date of February 19, 2021.

The tenant (7-Eleven) has agreed to settle its leasehold interests for \$370,000. This amount is based on an

appraisal prepared by Jeremie Snowden, MAI. The tenant has a contract lease rate that is significantly below current market rates through August 2037.

DISCUSSION:

Project construction is completed. UTA staff and legal counsel recommend moving forward with the proposed settlements subject to FTA concurrence.

ALTERNATIVES:

The consequences of not moving forward with the settlements include potentially higher settlement amounts and the legal costs associated with a condemnation action.

FISCAL IMPACT:

The OGX BRT Project is included in the UTA 2023 Capital Budget and the approved UTA 5-year Capital Plan. The proposed contract costs to purchase the property are available in the project budget.

ATTACHMENTS:

- 1) Resolution R2023-09-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM EDWARD AND
CAROL MARQUEZ FOR THE OGX BUS RAPID TRANSIT PROJECT
(Parcel 153)**

R2023-09-02

September 27, 2023

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

WHEREAS, the Board of Trustees (the “Board”) has approved the project known as the Ogden-Weber State Bus Rapid Transit Transportation Project, UDOT PIN 15906, project no. F-R199(235), to design, construct and operate a Bus Rapid Transit (the “Project”) in Weber County, Utah; and

WHEREAS, the Authority entered into negotiation with Edward and Carol Marquez (“Seller”) for the acquisition of property located at approximately 3195 South Harrison Blvd., in Ogden, Utah, for Project, consisting of approximately 20,909 square feet (0.48 acres) (the “Property”) with Tax ID 04-016-0009; and

WHEREAS, the just compensation and administrative settlement for the Property is \$2,107,940.93 (see, Exhibit A); and

WHEREAS, the Authority entered into negotiation with 7-Eleven who holds a leasehold interest in Property (“Tenant”), and arrived at a fair and reasonable compensation and administrative settlement for the taking of Tenant’s interest in Property in the amount of \$370,000.00 (see, Exhibit B); and

WHEREAS, on November 3, 2020, the Federal Transit Administration provided its concurrence with proceeding to the condemnation of the Property; and

WHEREAS, the Authority’s staff and consultants have made diligent and reasonable efforts to acquire the Property through a settlement of all claims of just compensation to interested parties; and

WHEREAS, the Authority, Seller, and Tenant have negotiated and have reached a settlement for all interests in the Property (“Settlement”); and

WHEREAS, the Settlement is conditioned upon receiving FTA concurrence and the approval of the Board; and

WHEREAS, Board Policy No. 5.2(III)(A)(2) requires that, prior to acquiring property valued over One Million Dollars, the Board approve such action.

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

1. That the Board hereby approves the purchase of the Property and administrative settlement in the amount of \$2,107,940.93 as described in Exhibit A.
2. That the Board hereby approves the purchase of the Tenant's leasehold interest and administrative settlement in the amount of \$370,000.00 as described in Exhibit B.
3. That the Executive Director and his designee(s) are authorized to execute the attached contract and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to the purchase of the Property.
5. That the corporate seal be attached hereto.

Approved and adopted this 27th day of September 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to form:

DocuSigned by:

 82323E2963D5460...
 UTA Legal Counsel

EXHIBIT A
(Purchase and Settlement Agreement)



RIGHT OF WAY CONTRACT FEE ACQUISITION

Project No:	MSP 185	Parcel No.(s):	Marquez
Project Location	Ogden-WSU BRT Project		
County of Property	Weber	Tax ID / Sidwell No:	04-016-0009
Property Address:	3195 Harrison Blvd., Ogden, UT 84403		
Owner's Address	PO BOX 515, CALIMESA CA 92320-0515		
Owner's Home Phone	951-809-3766, email marquez92320@frontier.com		
Owner/Grantor(s)	Edward P Marquez and Carol A. Marquez, husband and wife as joint tenants		
Grantee	Utah Transit Authority		

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor, Edward P. Marquez & WF Carol A. Marquez (“Grantor”), hereby agrees to convey and sell by Special Warranty Deed a parcel(s) of land known as parcel number(s) 04-016-0009, (“Marquez Property” or “Subject Property”) for transportation purposes. This contract is to be returned to: Gale Padgett (Consultant), Right of Way Agent c/o Utah Transit Authority (UTA), 669 W. 200 South, Salt Lake City, UT 84101.

1. Grantor will transfer property by Special Warranty Deed, free of all financial liens and encumbrances, but subject to recorded easements, the 7-Eleven Lease, and other non-financial liens and encumbrances of record.
2. Grantor agrees to transfer the Marquez Property free of all debris and any hazardous materials (including paint or other household products), except any hazardous materials, including without limitation, from the gasoline pumps, or which the parties discussed and were aware of, and that UTA hired a contractor to remove and remediate.
3. Grantor shall leave the property in the same condition it existed when this contract is signed by the parties hereto. No work, improvement, or alteration will be done to the property other than what is provided for in this Agreement. UTA agrees to secure the Marquez Property and the buildings thereon after 7-Eleven ceases active retail operations thereon, continuing through the date of closing on the sale of the Marquez Property pursuant to this Agreement, and UTA assumes the risk of loss, and will indemnify and hold harmless Grantor.
4. Grantor has provided to UTA the keys to the buildings located on the Marquez Property. UTA accepts the property in its condition as of the date this Agreement is executed by the parties hereto. Any materials used to secure the Marquez Property shall remain on the property until the close of escrow and Grantor will not have an obligation to remove them. The parties acknowledge that this sale will be part of a § 1031 Tax Exchange transaction involving Downstream Exchange, 909 E. Green St., Pasadena, CA, 91106, and UTA will cooperate in facilitating the §1031 Exchange.
5. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
6. Grantor agrees to pay any and all taxes assessed against this property prorated to the date of closing.
7. UTA shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
9. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
10. Upon execution of this contract by the parties, Grantor grants UTA, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

RIGHT OF WAY CONTRACT			
FEE ACQUISITION			
Project No:	MSP 185	Parcel No.(s):	Marquez
Project Location	Ogden-WSU BRT Project		
County of Property	Weber	Tax ID / Sidwell No:	04-016-0009
Property Address:	3195 Harrison Blvd., Ogden, UT 84403		
Owner's Address	PO BOX 515, CALIMESA CA 92320-0515		
Owner's Home Phone	951-809-3766, email marquez92320@frontier.com		
Owner/Grantor(s)	Edward P Marquez and Carol A. Marquez, husband and wife as joint tenants		
Grantee	Utah Transit Authority		

11. Parties agree that it is their intent that the Sale Property boundaries and easement boundaries close. In the event of any scrivener's errors in the deeds or survey, the parties shall cooperate in promptly executing a corrected instrument.

Leased Fee Total Selling Price \$2,070,000.00
Payment of Protective Rent (Per ROO): \$37,940.93
Interest on the Deposit and Rent (Per ROO) \$_____

TOTAL: \$_____.

Grantor's Initials

Grantor understands this agreement is subject to concurrence by the FHA and approval of the Board of Directors of the Utah Transit Authority. Grantor acknowledges and accepts the percent of ownership listed below (100%) and agrees that the total selling price to be received, (\$2,107,940.93, together with accrued interest on the deposit through the date of closing), corresponds with Grantor's ownership.

_____ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

_____ 100%

 Grantor, Edward P. Marquez & WF Carol A. Marquez Date

UTA and Right of Way Agents:

 Gale Padgett (Consultant)/Acquisition Agent Date

 UTA UTA Manager of Property Administration Date

 UTA Project Manager Date

 UTA Chief of Service Director Date

 UTA Executive Director Date

_____ Grantor's Initials

Approved as to Form:

DocuSigned by:
Tim Merrill
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Tim Merrill
Assistant Attorney General

**RIGHT OF WAY CONTRACT
FEE ACQUISITION**

Project No:	MSP 185	Parcel No.(s):	Marquez
Project Location	Ogden-WSU BRT Project		
County of Property	Weber	Tax ID / Sidwell No:	04-016-0009
Property Address:	3195 Harrison Blvd., Ogden, UT 84403		
Owner's Address	PO BOX 515, CALIMESA CA 92320-0515		
Owner's Home Phone	951-809-3766, email marquez92320@frontier.com		
Owner/Grantor(s)	Edward P Marquez and Carol A. Marquez, husband and wife as joint tenants		
Grantee	Utah Transit Authority		

11. Parties agree that it is their intent that the Sale Property boundaries and easement boundaries close. In the event of any scrivener's errors in the deeds or survey, the parties shall cooperate in promptly executing a corrected instrument.

Leased Fee Total Selling Price \$2,070,000.00
Payment of Protective Rent (Per ROO): \$37,940.93
Interest on the Deposit and Rent (Per ROO) \$ _____

TOTAL: \$ _____.

Grantor's Initials

Grantor understands this agreement is subject to concurrence by the FEA and approval of the Board of Directors of the Utah Transit Authority. Grantor acknowledges and accepts the percent of ownership listed below (100%) and agrees that the total selling price to be received, (\$2,107,940.93, together with accrued interest on the deposit through the date of closing), corresponds with Grantor's ownership.
 This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

EM

Percent:
100%

EM

Edward P. Marquez & *Carol A. Marquez* 8/14/23
 Grantor, Edward P. Marquez & WF Carol A. Marquez Date

UTA and Right of Way Agents:

 Gale Padgett (Consultant)/Acquisition Agent Date

 UTA UTA Manager of Property Administration Date

 UTA Project Manager Date

 UTA Chief of Service Director Date

 UTA Executive Director Date

Grantor's Initials

EXHIBIT B
(Tenant's Leasehold Interest and Administrative Settlement)

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of August 2023 by and between 7-ELEVEN, INC., a Texas corporation (“7-Eleven”), and the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to Utah law (“UTA”):

RECITALS

WHEREAS, 7-Eleven is the tenant at 3185 Harrison Blvd., Ogden, Utah (the “Premises”) pursuant to a certain Lease Agreement dated October 11, 1985 and its amendments and extensions (collective, the “Lease”);

WHEREAS, 7-Eleven owns certain improvements, furniture, fixtures, and equipment on the Premises;

WHEREAS, UTA has acquired, or soon will acquire, the Premises in fee simple under threat of eminent domain under Utah Code § 78B-6-501 *et seq.*;

WHEREAS, 7-Eleven has agreed to close the Store #27074 (the “Store”) located on the Premises and UTA has agreed to pay 7-Eleven just compensation for the Store’s closure and for termination of the Lease under the terms of this Agreement; and

WHEREAS, 7-Eleven further desires to remove certain proprietary furniture, fixtures, and equipment (the “Proprietary FF&E”) in order that its confidential information, trademarked designs, and other proprietary interests in those items are properly protected;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, 7-Eleven and UTA agree as follows:

ARTICLE I. COMPENSATION

Section 1.1. **Effective Date.** The effective date of the Settlement Agreement will be the date upon which this Settlement Agreement is fully executed by the Parties (the “Effective Date”), at which time this Settlement Agreement will enter into full force and effect.

Section 1.2. **Payment.** Within thirty (30) calendar days from the Effective Date, UTA will pay to 7-Eleven Three Hundred Seventy Thousand Dollars and No Cents (\$370,000.00) (the “Compensation Amount”) as just compensation for the closure of the Store and termination of the Lease.

ARTICLE II. VACATION OF PREMISES

Section 2.1. **Vacation Date.** 7-Eleven will vacate the Premises by no later than September 1, 2023 (“Vacation Date”). 7-Eleven has already removed or discarded all Proprietary FF&E from the Premises, and UTA agrees to accept the Premises in its as is condition, including with the HVAC systems and cooling vaults remaining on the Premises. UTA waives and disclaims all right, title, or ownership of the Proprietary FF&E.

Section 2.2. **Right of Entry for Environmental Remediation.** 7-Eleven previously removed and disposed of all underground storage tanks (“UST”) from the Premises and performed all required environmental remediation of the UST site, under the Temporary Access Agreement dated February 24, 2021 (“Temporary Access Agreement”), which is incorporated herein. 7-Eleven obtained all government and regulatory approvals and provided copies of all permits and reports related to the closing, removal and disposal of the USTs to the UTA. 7-Eleven further repaved the UST site after the tank removal. UTA hereby agrees and reaffirms 7-Eleven’s right under the Temporary Access Agreement to periodically enter upon the Premises to inspect and eventually plug and abandon the monitoring wells identified by that agreement to the extent necessary to complete 7-Eleven’s regulatory remediation requirements.

ARTICLE III. TERMINATION, WAIVER AND RELEASE

Section 3.1. **Termination of Lease.** The Parties hereby agree that the Lease will terminate and no longer be in force or effect on the Vacation Date. 7-Eleven waives any and all relocation fees or costs.

Section 3.2. **Mutual Release.** In consideration of the mutual promises and covenants contained herunder or of the Parties, on behalf of themselves and their respective predecessors, successors, insurers, representatives, assigns, attorneys, present or former employees, officers, directors, shareholders, members, owners, partners, affiliates, parents and subsidiaries, both jointly and individually, hereby unconditionally, absolutely and forever releases, discharges, and covenants not to sue the other Parties or any of such other Parties’ predecessors, successors, representatives, assigns, attorneys, present or former employees, officers, directors, shareholders, members, owners, partners, affiliates, parents and subsidiaries, both jointly and individually, (individually and collectively, the “**Released Parties**”) with respect to and from any and all liabilities, actions, cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, obligations, attorneys’ fees, liens, expenses, contracts, controversies, agreements, promises, variances, trespasses, injuries, damages, judgments, executions, claims and demands of whatsoever kind and nature in law (whether civil, criminal, contract, tort or other) and/or in equity, whether known or unknown, liquidated or unliquidated, fixed or contingent, suspected or unsuspected, arising out of, under, or in connection with the Lease or the Premises or in connection with or arising out of any act, omission or occurrence whatsoever related to the Lease or the Premises or arising out of, under or in connection with any other dispute or matter prior to the date of this Agreement. This release shall not encompass any duties or obligations of the Parties set forth in this Agreement.

Section 3.3. **Scope of Releases.** The obligations and agreements of the Parties as set forth in this Agreement shall be the sole exception to the releases and waivers granted herein by

the Parties hereto, and it is the intention of the Parties that the releases and waivers of the Parties as set forth in this Agreement shall be interpreted as broadly as possible and shall be completely binding and enforceable at law. The Parties acknowledge that the releases and waivers provided for herein include all claims and/or costs, including but not limited to those they do not know or suspect exist, and hereby waive all rights, which may exist with regard to such claims and/or costs.

Section 3.4. **No Admissions.** The Parties hereto agree and acknowledge that this Agreement, each of the covenants of the Parties under this Agreement, and the performance of the Parties under this Agreement are not intended as, and shall not be construed as an admission by any Party of any liability in connection with any matter whatsoever, or as an admission of any fact or other matter whatsoever. The Parties hereto agree and acknowledge that this Agreement and the undertakings, obligations, and rights of each of the Parties hereto constitute a compromise of disputed claims and that the Parties hereto have entered into this Agreement to avoid the future expense, delay, and frustrations of further litigation.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Section 4.1. **Representations and Warranties of 7-Eleven.** 7-Eleven hereby represents and warrants to UTA that 7-Eleven is the sole owner of the Proprietary FF&E on the Premises. 7-Eleven has all power and authority to enter into this Agreement.

Section 4.2. **Representations and Warranties of UTA.** UTA has all power and authority to enter into this Agreement.

ARTICLE V. ATTORNEY'S FEES AND COSTS

In the event there is a breach of this agreement by either Party, the prevailing Party is entitled to recover any and all reasonable attorney fees, litigation expenses, and costs incurred in pursuing all available legal remedies to enforce this Agreement.

ARTICLE VI. COUNSEL; COST AND FEES

The Parties acknowledge that they have been advised and represented by their respective attorneys with respect to the preparation and execution of this Settlement Agreement. Each Party will bear its own attorneys' fees and costs incurred in connection herewith.

ARTICLE VII. MISCELLANEOUS

Section 7.1. **No Assignment or Encumbrance.** Each Party represents, warrants, and covenants that no other person or entity has or may have any right or interest in any claims or obligations described in this Agreement, and that it has and will have the sole and exclusive right and authority to execute this Agreement and the waiver and release contained herein. Each Party also represents, warrants, and covenants that it has not and will not sell, assign, transfer, convey, pledge, hypothecate, or otherwise dispose of or encumber any claims, causes of action or other rights or obligations referred to in this Agreement in the foregoing waiver and release.

Section 7.2. **Waiver, Modification, Remedies, and Severability.** Any waiver or modification of any provision of this Agreement must be in writing and signed by the Party whose rights are being waived or whose rights or obligations are being modified. All remedies, rights, undertakings, obligations and agreements will be cumulative. Any term or provision of this Agreement that is invalid or unenforceable will be ineffective only to the extent of such inability or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

Section 7.3. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the Parties hereto and supersedes all contemporaneous and prior representations, understandings and agreements of the Parties, whether written or oral, relating to the subject matter hereof. This Agreement is subject to the concurrence of the Federal Transit Administration and the approval of the UTA Board of Trustees.

Section 7.4. **Survival.** All representations, warranties, covenants and obligations of the Parties under this Agreement will survive execution and delivery of this Agreement and are not waived, released, or affected hereby.

Section 7.5. **Choice of Law and Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of Utah. The Parties agree that the jurisdiction and venue for any action to resolve disputes arising under or based upon this Agreement will be initiated and exclusively prosecuted in the federal or state courts of Utah. Notwithstanding Article V hereof, in legal proceedings instituted to enforce this Agreement, the Party who prevails in such proceedings will be entitled to the award of its reasonable attorneys' fees, litigation expenses, and costs incurred by it in executing and/or collecting any award or judgment, at all trial and appellate levels. This provision will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.


Section 7.6. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument, which will take effect when all Parties have signed and delivered counterparts to each other or to their respective legal counsel. Transmission by facsimile of any executed counterpart of this Agreement will be deemed to constitute due and sufficient delivery of such counterpart.

Section 7.7. **Taxes of Consideration Payment.** The Parties acknowledge and agree that the Parties make no representations or warranties concerning the tax consequences, if any, arising out of or relating to payment of the Compensation Amount made pursuant to this Agreement.

Section 7.8. **Confidentiality.** The Parties each agree to keep the terms of this Agreement confidential and to not disclose its terms to any other person or entity, except that disclosure may be made to: (a) the Parties' attorneys, financial advisors and tax consultants; (b) as required by an order of a court of competent jurisdiction; or (c) as required or requested by investors, regulators, governmental agencies or otherwise required by law. Further, the Parties agree that if either is asked about this matter, they will respond only that it has been resolved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
7-ELEVEN, INC., a Texas Corporation



By:  (SEAL)
Print: David J. Colletti Jr.
Its: Sr. Vice President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UTAH TRANSIT AUTHORITY

By: _____ **(SEAL)**

Print: _____

Its: _____

By: _____ **(SEAL)**

Print: _____

Its: _____

Approved as to Form:

DocuSigned by:
Tim Merrill
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Tim Merrill

Assistant Attorney General

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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cheryl Beveridge, Chief Operating Officer
PRESENTER(S): Ryan Gardner, Fleet Engineering Supervisor

TITLE:

Contract: Vehicle Wash Station Soaps and Floor Soap (Streamline Supply)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute a five-year contract and associated disbursements with NuStream, Inc. (dba Streamline Supply, dba Nu Tech Specialties) in the amount of \$440,226.51 to provide Vehicle Wash Station Soaps and Floor Soap necessary to maintain the cleanliness of UTA's Bus and Rail vehicles and maintenance shops for UTA's 9 locations from Ogden to Provo.

BACKGROUND:

UTA's maintenance shops and revenue vehicles require regular floor cleaning and vehicle wash service intervals to maintain expected cleanliness of shop floor areas and revenue vehicles. These soap fluids are an integral part of maintaining our fleet. UTA has a long-standing relationship with Streamline Supply providing high quality products and service that meet our specifications and service needs. Streamline Supply is a local distributor in the Wasatch Front area.

DISCUSSION:

This procurement was completed as a Request For Proposals (RFP) and resulted in contracts between Utah Transit Authority (UTA) and Streamline Supply to supply UTA with soap fluids for all of its bus & rail divisions in support of vehicle and facility maintenance.

CONTRACT SUMMARY:

Contractor Name: NuStream, Inc. (dba Streamline Supply, dba Nu Tech Specialties)
Contract Number: 23-03684BCM
Base Contract Effective Dates: 10/31/23 - 10/31/28
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$440,226.51 (for estimated usage)
Procurement Method: Request for proposals (RFP)
Budget Authority: 2023 Operation Budget and 5-Year Transit Financial Plan

ALTERNATIVES:

After completing the RFP process, Procurement has determined that Streamline Supply's proposal provided the best value for UTA.

FISCAL IMPACT:

The estimated cost of this contract is \$88,045.30 a year, for an estimated total for the 5 years of \$440,226.51.

ATTACHMENTS:

Contract 23-03684BCM Vehicle Wash Station Soaps and Floor Soap MB signed

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 23-03684BCM VEHICLE WASH STATION SOAPS AND FLOOR SOAP

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 NuStream, Inc. (dba Streamline Supply, dba Nu Tech Specialties) a For-Profit Corporation (the “Contractor”) located at 460 North 1000 West Centerville, UT 84014.

RECITALS

WHEREAS, on or about June 28, 2023, UTA received competitive proposals to provide Vehicle Wash Station Soaps and Floor Soap necessary to maintain cleanliness of UTA’s Bus and Rail vehicles and maintenance shops, for UTA’s 9 locations from Ogden to Provo. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 23-03684BCM (the “RFP”); and

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

WHEREAS, the Technical and Price Proposal submitted on or about June 28, 2023 by the Contractor in response to the RFP# 23-03684BCM (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

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

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

Contractor shall supply and maintain the equipment or mechanisms and any applicable Non-UTA owned storage tanks, required to introduce the soap products (listed in Exhibit B) into UTA's vehicle wash systems.

All pricing for Contractor supplied storage tanks, equipment, or mechanisms, and supporting maintenance are inclusive in the unit price of soap products as listed in Exhibit B.

Contractor shall continue to supply and maintain the equipment, or mechanisms, and applicable storage tanks, required to introduce soap products into UTA's vehicle wash systems for a period of no less than sixty (60) days after the contract expiration date or contract termination date.

Contractor shall provide the Contract Administrator or designee a written notification sixty (60) days prior to any removal of such equipment to allow UTA reasonable time for equipment transitions.

2. **TERM**

This Contract shall commence upon the last signature date as indicated on the signature page (pg#21) and continue in effect for no more than five (5) years. 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 (5) year period expiring approximately October 31, 2028. The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name

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

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor

to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

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

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum

limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their

policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any

copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. 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, 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 EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS 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. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS 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.

20. SUSPENSION OF WORK

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

21. TERMINATION

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

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

- 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
- 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

- b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS** : Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

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

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

- 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 20 of this Contract.

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

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

24. **FINDINGS CONFIDENTIAL**

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

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

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Jonathan Hayford, 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) 287-3191.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3009.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority
ATTN: Brent Miller
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:

Streamline Supply
ATTN: Steve Hampton
460 North 1000 West
Centerville, UT 84014
SteveH@streamlinesupply.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Brent Miller/Contractor’s Brain Jennings	Five calendar days
UTA’s Cheryl Beveridge/Contractor’s Steve Hampton	Five calendar days

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

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

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By _____ Date _____
Name _____
Title _____

DocuSigned by:
By Steve Hampton Date 9/7/2023
4D0B9F58A11E4CD...
Name Steve Hampton
Title President

By _____ Date _____
Name _____
Title _____

By _____ Date _____
Name _____
Title _____

DocuSigned by:
By Mike Bell Date 9/7/2023
70E33A415BA44E6...
Name Mike Bell
Title UTA Legal Counsel

EXHIBIT A

STATEMENT OF WORK

A. SCOPE OF WORK

The Scope of Work encompasses soap cleaning fluids for UTA's Bus and Rail vehicle wash stations and maintenance shop floors Contractor will meet the requirements and specifications as listed below (Sections 1.0, 2.0, 3.0, & 4.0) and as stated in this contract.

General:

This Contract's use of the words "will," "must," "shall," "directed," "required," "ordered," "designated" or similar words shall be understood to mean that it is a requirement of the Agency, unless otherwise expressly stated.

1.0 Project: Bus Vehicle Wash Soaps:

Introduction

Contractor will supply an indefinite quantity of Bus Vehicle wash soap to various UTA locations. This will be over a term of five (5) years.

Bus Vehicle wash soaps will be utilized in five different automated vehicle wash stations within UTA Bus Maintenance. The bus automated wash stations use a reclaimed water system and only allow for one single stage type of soap.

UTA's current container sizes for the vehicle wash soaps:

1. Ogden- 55 Gallon Drums
2. Depot District- 55 Gallon Drums
3. Meadowbrook- Has its own storage tank
4. Timp- 200 Gallon Totes (or 55 Gallon Drum only when totes are not available)
5. JR- UTA owned storage containers (TRAX LRV)
6. Lovendahl / Midvale UTA owned storage containers (TRAX LRV)
7. Warm Springs- UTA owned storage containers (FR HRV)

1.1 Bus Vehicle Wash Specifications:

Vehicle wash must meet all UTA's minimum requirements, as set forth below.

- 1.1.1 Bus wash soap solutions must comply with UTA wastewater discharge permits and allow for a pH final outfall discharge to city wastewater between 6.5-8.5 as measured electronically with a properly calibrated pH meter.
- 1.1.2 Soap solution must be affective at removing inorganic materials such as dust, lime, and salts. Will aid in removing discoloration from various metals and will brighten

aluminum. The soap mixture will be able to remove road film (dirt, smoke, and other contaminants).

- 1.1.3 UTA requires the ability to adjust the soap/water concentration mixture to suit its requirements throughout the year, based on the cleaning needs of the vehicles.
- 1.1.4 Contractor will supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle wash systems and holding tanks. Bus vehicle wash soaps are typically delivered in 55 gallon drums.
- 1.1.5 Contractor will supply any Safety Data Sheets (SDS) related to its proposed products as listed in Exhibit B. This will be completed prior to any of Contractor's products being delivered to UTA facilities.
- 1.1.6 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.
- 1.1.7 Soap will not damage or deteriorate common vehicle paints. UTA also utilizes vehicle advertising wraps. The soap solution must not degrade the appearance or condition of these wraps. The use of improper cleaning agents can severely damage the vehicle's interior or exterior surfaces and components, especially finished surfaces and laminations. Listed below are the three most common bus types and their related paint coatings at UTA:

Bus Vehicle coating specifications:

Manufacturer Paint Coatings:

BLUE: Axalta 777407-EX

RED: Axalta 777406-EX

WITE: Axalta 735085-EX

BLACK GLOSS: Axalta N0001-EX

Satin Black: Aervo #344 - Hubs

DECALS: 3M White Reflective 680CR10; 3M Ruby Red Reflective 680CR-82;
& 3M Blue Reflective 680CR-75

- 1.1.8 Soap must be provided in liquid concentrate and delivered in either: (a) 55 gallon drums, or (b) in bulk containers as required below.
 - 1.1.8.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA. UTA's Ogden and Central (Depot District facilities typically use 55 Gallon Drums while Meadowbrook has its own tank that would be filled by the vendor. UTA's Timpanogos facility utilizes large 200 gallon tote.
 - 1.1.8.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the Contractor no less than sixty (60) days after the contract expiration date or contract termination date and the areas involved returned to their original condition, at no cost to UTA. UTA owned holding tanks will need to be filled by the vendor.

- 1.1.9 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 1.1.10 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 1.1.11 Contractor will be responsible for the clean-up and clean-up costs of all spillage while hauling products under this contract.
- 1.1.12 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.

2.0 Project: Light Rail Vehicle Wash Soaps:

Introduction

Contractor will supply an indefinite quantity of Light Rail Vehicle wash soap to various UTA locations. This will be over a term of five (5) years.

Vehicle wash soaps will be utilized in two different automated vehicle wash stations, located at the Jordan River Rail Service Center and the Midvale Rail Service Center. The automated wash system contains brushes and arch sprayers (see Figure 1). The system has provisions to use an acidic wash as an initial soap application, and second an alkaline soap is to be applied during the wash cycle.

UTA operates three types of light rail vehicles, the Siemens SD-100, SD-160, and S70. The S70 is a steel frame construction with fiberglass body panels. The SD-100 and SD-160 are a steel frame construction with steel body panels. All light rail vehicles are painted white with a vehicle wrap applied to the exterior.



Figure 1 - Jordan River Service Center Wash Bay



Figure 2 - Jordan River Service Center Mechanical Room

2.1 Light Rail Vehicle Wash Specifications:

2.1.1 Technical Specification

Vehicle wash must meet all UTA's minimum requirements, as set forth below.

- 2.1.1.1 Light rail vehicle wash soap solutions shall comply with UTA wastewater discharge permits and allow for a pH final outfall discharge to city wastewater between 6.5-8.5 as measured electronically with a properly calibrated pH meter.
- 2.1.1.2 The soap solution must be effective at removing inorganic materials such as dust, lime, and salts.
- 2.1.1.3 The soaps should aid in removing discoloration from various metals and brighten aluminum.
- 2.1.1.4 The soap mixture shall be able to remove road film (dirt, smoke, and other contaminants).
- 2.1.1.5 The soap mixture shall be safe for use on aluminum components.
- 2.1.1.6 The Contractor shall provide mixing ratio recommendations to allow UTA to adjust the soap/water concentration mixture to meet seasonal cleaning requirements throughout the year.
- 2.1.1.7 The Contractor shall supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle wash systems and holding tanks.
- 2.1.1.8 The Contractor shall supply Safety Data Sheets (SDS) related to its proposed products with Proposal submittal. Note: UTA must have the SDS on file prior to any of the Contractor's products being delivered to UTA facilities.
- 2.1.1.9 Soaps shall be designed for use on high quality painted surfaces.
- 2.1.1.10 Soaps shall not damage, deteriorate, or degrade the condition of vehicle paint or wraps.
 - 2.1.1.10.1 Wrap and coating specifications are listed below:
 - Vehicle Wrap:
 - BLUE: 3M 180MC-17 VIVID BLUE
 - RED: 3M 180MC-53 CARDINAL RED
 - LAMINATE: 3M 8519 LUSTER
 - REFLECTIVE: 3M 780MC-IOR
 - Manufacturer Paint Coatings:
 - Tec/BASE® TC722 VOC High Gloss Clearcoat

 - Current Top Coatings:
 - TB550 Polyurethane Enamel 2.8
 - VOC High Gloss 829 Series HS Low
 - VOC 2K Polyurethane
- 2.1.1.11 UTA light rail vehicle wraps are currently being replaced with new. The Contractor shall demonstrate wash compliance with the 3M MCS warranty.
- 2.1.1.12 Soap composition shall be in conformance with Siemens recommendations

for use of cleaning agents, listed below.

- 2.1.1.12.1 DO NOT use cleaning solutions or compounds that contain any of the following chemicals or substances: Potassium Chloride, Potassium Hydroxide, Hydrochloric Carbons, Hydrochloric Acids, Butyl-suspended Cleaners (e.g., Butyl chlorides), Silica (grit), Teflons, Resins, Sealants, Glazes, Silicones.
- 2.1.1.12.2 If Contractor chooses to propose a wash soap containing chemicals or substances on the previous list, the submittal must be accompanied by a justification for why the substance is acceptable for use. Acceptance of the product will be at the sole discretion of UTA.
- 2.1.1.13 Soap must be provided in liquid concentrate and delivered in either: (a) 55-gallon drums, or (b) in bulk containers as required below.
 - 2.1.1.13.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA.
 - 2.1.1.13.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the Contractor no less than sixty (60) days after the contract expiration date or contract termination date and the areas involved returned to their original condition, at no cost to UTA. UTA owned holding tanks will need to be filled by the vendor.
- 2.1.1.14 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 2.1.1.15 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 2.1.1.16 Contractor will be responsible for the clean-up and clean-up costs of all spillages while hauling products under this contract.
- 2.1.1.17 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.
- 2.1.1.18 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.

3.0 Project: Commuter Rail Vehicle Wash Soaps

Introduction

Contractor will supply an indefinite quantity of Commuter Rail Vehicle wash soap to UTA's Warm Springs Locations. This will be over a term of five (5) years.

These wash soaps will be utilized in an automated vehicle wash station, located at the Warm Springs Rail Service Center. The automated wash system contains brushes and arch sprayers (see **Error! Reference source not found.**). The system has provisions to use an acidic wash as an initial soap application (figure 2), and second an alkaline soap (figure 3) is to be applied during the wash cycle.



(Figure 1- Warm Springs Vehicle Wash Soap Tank)



(Figure 2- Warm Springs Acidic Soap Tank)



(Figure 3- Warm Springs Alkaline Soap Tank)

3.1 Vehicle Wash Specifications:

3.1.1 Technical Specification

Vehicle wash must meet all UTA's minimum requirements, as set forth below.

- 3.1.1.1 Commuter rail vehicle wash soap solutions shall comply with UTA wastewater discharge permits and allow for a pH final outfall discharge to city wastewater between 6.5-8.5 as measured electronically with a properly calibrated pH meter.
- 3.1.1.2 The soap solution must be effective at removing inorganic materials such as dust, lime, and salts.
- 3.1.1.3 The soaps should aid in removing discoloration from various metals and brighten aluminum.
- 3.1.1.4 The soap mixture shall be able to remove road film (dirt, smoke, and other contaminants).
- 3.1.1.5 The soap mixture must be effective at removing diesel exhaust soot and ash from the top of the locomotive.
- 3.1.1.6 The soap mixture shall be safe for use on aluminum components.
- 3.1.1.7 The Contractor shall provide mixing ratio recommendations to allow UTA to adjust the soap/water concentration mixture to meet seasonal cleaning requirements throughout the year.
- 3.1.1.8 The Contractor shall supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle wash systems and holding tanks. For Rail vehicle washes, UTA owns and uses its own holding tanks.
- 3.1.1.9 The Contractor shall supply Safety Data Sheets (SDS) related to its proposed products with Proposal submittal. Note: UTA must have the SDS on file prior to any of the Contractor's products being delivered to UTA facilities.
- 3.1.1.10 Soaps shall be designed for use on high quality painted surfaces. Such as Axalta Excel Pro 3420S paint.
- 3.1.1.11 Soaps shall not damage, deteriorate, or degrade the condition of vehicle paint or wraps.
- 3.1.1.12 Soap composition shall be in conformance with recommendations for use of cleaning agents, listed below.
 - 3.1.1.12.1 DO NOT use cleaning solutions or compounds that contain any of the following chemicals or substances: Potassium Chloride, Potassium Hydroxide, Hydrochloric Carbons, Hydrochloric Acids, Butyl-suspended Cleaners (e.g., Butyl chlorides), Silica (grit), Teflons, Resins, Sealants, Glazes, Silicones.

- 3.1.1.12.2 If a Contractor chooses to propose a wash soap containing chemicals or substances on the previous list, the submittal must be accompanied by a justification for why the substance is acceptable for use. Acceptance of the product will be at the sole discretion of UTA.
- 3.1.1.13 Soap must be provided in liquid concentrate and delivered in either: (a) 55-gallon drums, or (b) in bulk containers as required below.
 - 3.1.1.13.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA.
 - 3.1.1.13.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the Contractor no less than sixty (60) days after the contract expiration date or contract termination date and the areas involved returned to their original condition, at no cost to UTA. UTA owned holding tanks will need to be filled by the vendor.
- 3.1.1.14 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 3.1.1.15 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 3.1.1.16 Contractor will be responsible for the clean-up and clean-up costs of all spillages while hauling products under this contract.
- 3.1.1.14 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.
- 3.1.1.15 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.

4.0 UTA Floor Soap Specifications

Introduction

Contractor will supply an indefinite quantity of Commuter Rail Vehicle wash soap to UTA's Warm Springs Locations. This will be over a term of five (5) years.

4.1 Floor Soap Specifications:

Floor Soap must meet all UTA's minimum requirements, as set forth below.

- 4.1.1 Soap must be specifically formulated as low emulsion (quick release) detergents designed for use in high oil and grease environments as found in vehicle maintenance and repair shops.
- 4.1.2 Soap must be specifically formulated for use on painted concrete floors in vehicle maintenance shops and shall be non-corrosive to prevent damage to painted surfaces.
- 4.1.3 The Contractor shall provide mixing ratio recommendations to allow UTA to adjust the soap/water concentration mixture to meet seasonal cleaning requirements throughout the year.
- 4.1.4 The Contractor shall supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle holding containers or tanks.
- 4.1.5 The Contractor shall supply Safety Data Sheets (SDS) related to its proposed products with Proposal submittal. Note: UTA must have the SDS on file prior to any of the Contractor's products being delivered to UTA facilities.
- 4.1.6 Soap must be provided in liquid concentrate and delivered in either: (a) 55-gallon drums, (b) in bulk containers, or totes.
 - 4.1.6.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA.
 - 4.1.6.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the contractor at the end of the contract period and the areas involved returned to their original condition, at no cost to UTA.
- 4.1.7 Soap must comply with UTA wastewater discharge permits and allow for a pH discharge between 6.5-8.5 as measured electronically with a properly calibrated pH meter at the final outfall discharge to city wastewater.
- 4.1.8 Soap must be biodegradable (readily broken down by naturally occurring bacteria).
- 4.1.9 Soap must be low sudsing and usable in floor scrubbing machines in both dispensing and retrieval without leaving a residue.
- 4.1.10 Contractors shall specifically identify and quantify, in writing as part of their proposal, all detergents, additives, regulated and non-regulated chemicals contained in each detergent offered.
- 4.1.11 Detergents must be free of citrus based solvents (D-Limonene).

- 4.1.12 Detergents must be free of halogens.
- 4.1.13 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 4.1.14 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 4.1.15 Contractor will be responsible for the clean-up and clean-up costs of all spillages while hauling products under this contract.
- 4.1.16 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.
- 4.1.17 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.
- 4.1.18 Emulsification break time shall be 12 minutes or less. This must be demonstrated through independent testing data provided at the time of the Proposal submittal. Soap shall contain appropriate emulsifiers to properly cut oil and grease and subsequently separate from the water-soluble layer sufficiently for oil and grease to be removed by oil water separation systems.

B. OTHER GENERAL REQUIREMENTS

QUANTITY: This is a requirements contract for the products or services identified herein. The quantities indicated in Exhibit B, are estimates only and are not to be considered or interpreted as a commitment or an obligation by UTA to purchase such amounts. UTA reserves the right to increase or decrease quantities as required during the term of the Contract.

MINIMUM ORDER QUANTITY: Reference Exhibit B Price Schedule for Contractor’s applicable minimum order quantities in accordance with Contractor’s submitted price proposal for the RFP.

If UTA's requirements do not result in orders in the quantities described as "estimated" quantities, that fact must not constitute the basis for a price adjustment or claim against UTA.

ORDERING: An authorized UTA representative will order product on an “as needed” basis throughout the term of the contract. Bulk and drum products will be ordered directly by UTA parts departments at the service locations. (See "Delivery Requirements") Email or phone-in orders placed by authorized UTA representative must be allowed and must reference a valid Contract Number and Delivery Location. Awarded Contractor must reflect the corresponding contract number 23-03684BCM, Delivery Location, Order Quantity, and UTA representative that placed the order(s) on all shipping documents and invoices to ensure prompt payment.

CHANGE ORDERS/ADDITIONS TO THE CONTRACT: UTA reserves the right to add or delete items to the contract after award.

Refer to Section 22 CHANGES for additional requirements.

OVERSTOCK RETURNS (NON-BULK ITEMS): During the term of the contract, the requirements for some items may change due to the removal of bus or rail vehicles from the

fleet, retrofitting, upgrades, or changes in procedures etc. While most of these changes are forecasted and dealt with accordingly, some changes may result in excess stock. The Contractor agrees that it will accept returns on excess items purchased under any resulting contract, for full credit against the original purchase price.

INVOICING AND PAYMENT TERMS: Invoices must not cover more than one delivery. Any applicable discounts must be clearly defined on invoices. Invoices for conforming product must reflect both the Contract Number, Ship To Address, Product ID# number, Product Description, Delivery Quantity, and unit price. Payment Terms will be Net30 for deliveries of all products.

Refer to Section 8 a & b UTA's INVOICING PROCEDURES for additional compliance requirements.

HANDLING/TRANSPORTING MATERIALS:

- Contractor must be licensed to handle and haul the products identified in this contract.
- Contractor must meet or exceed all OSHA, DOT, EPA and any other applicable state and federal regulations and specifications set for this type of service including obtaining all licenses and permits for handling product.
- Contractor's vehicles must meet all state and federal regulations pertaining to products being hauled. Vehicle must be licensed to transport products identified in this contract.
- Contractor's transporters must use only qualified and trained personnel to transport products.
- Contractor's transporters must check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- Contractor's transporters must be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- Contractor will be responsible for and indemnify UTA for the clean-up and clean-up costs of all Spillages while hauling UTA products.
- Contractor must have capabilities to pump directly from delivery truck to UTA equipment in rare circumstances.
- Delivery vehicle must be equipped with a powered tailgate, or equivalent, to prevent injury to employees or damage to product.
- The Contractor shall provide copies of all permits and licenses required for this type of service upon request by the Contract Administrator.

SHIPPING DOCUMENTS: All shipping documents must be clearly legible; completely filled out by the Provider; and compliant with all DOT regulations. The shipping document must detail; the full description of the product(s) being delivered and must include the contract number, ship to address, product number (as identified in the contract), quantity ordered, and quantity delivered. All shipments of Bulk product must include the Bill of Lading (BOL). Only authorized UTA employees may sign for the delivery of products. The product Safety Data Sheet (SDS) must be provided with every delivery. Failure of the Provider to properly complete

shipping documents may result in the delay or refusal of shipments. (See Scope of Work Specifications above for more details)

SAFETY DATA SHEETS (SDS): The product Safety Data Sheet (SDS) must be provided with every delivery. UTA's safety and environmental team will approve any applicable SDS. No product will be delivered to UTA or used on UTA property without prior approval by UTA.

DISCLOSURE OF PRODUCT COMPOSITION: The Contractor must furnish (SDS) or manufacturer's equivalent information sheets on the products delivered. These sheets must list complete chemical ingredients including the percentage composition of each ingredient, pH level, and the Chemical Abstract Services numbers (CAS#) for those substances, listing any potentially hazardous products which may produce gas during or following application.

DELIVERY REQUIREMENTS: In addition to Section 7 INSPECTION, DELIVERY AND TRANSFER OF TITLE. All deliveries shall be FOB Destination – UTA. All products will be delivered and unloaded at the Utah Transit Authority locations as designated at time or order (See **LOCATIONS FOR DELIVERY** below for the list of delivery locations). Products must be delivered as requested with standard delivery being within five (5) working days for “Bulk” products and fifteen (15) working days or sooner for Drum and Non-Bulk products. Only authorized UTA employees may sign for the delivery of products. *The delivery driver must properly identify himself/herself to the UTA representative upon arrival for each delivery.*

- Contractor must notify the order requestor no less than twelve (12) hours prior to each delivery, advising estimated time of arrival, product to be delivered, and estimated quantity.
- Split load capabilities are expected.
- Notice: UTA will have Camera Surveillance 24 hours 7 days a week.

DELIVERY TIMES: Deliveries will be accepted no earlier than 7:00 a.m. and not later than 5:00 p.m. on weekdays only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees, unless authorized by the ordering Division. Variations to these times may be worked out with each ordering Location /Division.

Friday orders may be delivered the following Monday unless arrangements are made with the ordering Division for a Saturday delivery or a "same day" delivery (additional fees will not be charged for Saturday or "same day" deliveries). For orders placed the day before a holiday or a holiday weekend, delivery will be made the first working day following the holiday, or, on the date the order is placed. Shipments must be delivered where directed and within the time frame agreed upon. "Same day deliveries" are authorized as agreed to by the ordering Division.

LOCATIONS FOR DELIVERY: All deliveries for bulk and drum orders, deliveries will be made to the UTA Division requiring the product. Locations may be added or deleted through the life of the contract at the contract administrator's written consent. Service locations include the following:

Central Division Bldg 4 616 W 200 S Salt Lake City, UT 84104	Depot District Bldg 3 & 4 669 W 200 S Salt Lake City, UT 84101	Jordan River Rail Ser Ctr 2264 S 900 W Salt Lake City, UT 84119
Meadowbrook Division, Bldg 5 3600 S 700 W Salt Lake City, UT 84119	Mt Ogden Division Bldg 3 135 W 17th St Ogden, UT 84404	Mt. Timpanogos Division 1110 S Geneva Rd Orem, UT 84058
Riverside Division 3610 S 900 W Salt Lake City, UT 84119	TRAX/Lovendahl Center 613 W 6960S Midvale, UT 84047	Warm Springs Division 900 N 500W Salt Lake City, UT 84116

SPILLAGE: The Contractor will be solely responsible for and will indemnify UTA for the cost and timely clean-up of any product spills and/or leaks resulting from their negligence during or as a result of deliveries. The Contractor will also be responsible for all subsequent cost, damages, or loss to UTA property or equipment, or any other property or equipment, due to spill and/or leak as the result of their negligence. The Contractor must immediately notify the Contract Administrator or delegate of a spillage.

- UTA requires constant visual supervision of the bulk pumping process by the delivery driver from start to finish.
- All spills must be reported by the delivery driver to UTA receiving clerk immediately, regardless of amount.
- The cost of all spills and clean-up will be coordinated and paid by the Contractor.

BULK, CONTIANERS, DRUMS, TOTES, & LABELS:

All drums, totes, or containers must be properly sealed. All drums or containers showing evidence of leakage after delivery are to be replaced by the Contractor at no extra charge immediately upon report by the authorized UTA employee.

Empty drums will be picked up based on the following criteria: a.) The empty drums are completely empty of any product. b.) The empty drums are in the condition Contractor delivered them in, no dents or damages to drums. c.) There is an approximately 2 inch and a ¼ inch bung in each drum when delivered; both bungs must be in place to be picked up empty.

If leakage is discovered upon delivery, UTA reserve the right to refuse delivery. All drums, totes, or containers must be delivered with a vehicle equipped with a powered tailgate, or equivalent, to prevent injury to employees and damage to drums. Failure to do so may result in non-acceptance of delivery, and UTA will not be liable for any costs incurred by the Contractor. UTA will have the option of disposing of drums or having the Contractor pick-up empty drums. Any disposal cost incurred by UTA will be credited by the Contractor.

(See Section A. Scope of Work above for additional requirements)

BULK DELIVERIES:

The quantity of material delivered must be determined by measuring the quantity of product in the storage tank at the UTA facility, before the delivery and then again after, using UTA's measuring method and if applicable a conversion chart. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the shipping documents.

Deliveries will be measured by an authorized UTA representative with the tanker driver present. Any discrepancies between the measured amount in the tank and the amount shown on the bill of lading (BOL) will be noted on the bill of lading by the UTA representative and acknowledged by the driver.

In cases where discrepancies occur, UTA will be required to pay for only the amount verified through UTA's measurement method and not the amount shown on the bill of lading (BOL).

UTA maintains both underground storage tanks and above ground storage tanks. Bidder's tankers must carry the appropriate connections and pumps capable of pumping products into above ground storage tanks when necessary.

VERIFICATION OF DELIVERY ORDERS: If shipments or partial shipments fail to meet the requirements of this contract, or are in any other way defective, these shipments or partial shipments must be rejected. Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Contractor will be notified immediately for disposition and resolution.

UTA reserves the right to take samples of every load of product delivered and test it for contaminants. If a sample is judged unacceptable, the delivery will not be accepted, and the Contractor will be responsible to provide another delivery within twenty-four (24) hours. Samples will be retained by UTA as evidence and will be available to the Contractor for testing if requested.

FAILURE TO COMPLY WITH SPECIFICATIONS/CONTAMINATED PRODUCTS: Any product that is contaminated or otherwise not in compliance with UTA specifications must be removed from the UTA property by the Contractor within 24 hours of notification at no cost to UTA. The Contractor will be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc.

The Contractor will reimburse UTA for all costs incurred to remove said products from UTA storage vessels to include man-hours and materials. The Contractor will also be responsible for any tests or evaluations required to place the storage tanks or vehicles back in service.

The Contractor will be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared. The Contractor must meet or exceed all OSHA, DOT, EPA and any other applicable regulations and specifications set for this type of service, including obtaining all appropriate licenses and permits for handling the product. The Contractor must provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

Refer to Section 7 INSPECTION, DELIVERY AND TRANSFER OF TITLE and Section 9 WARRANTY OF GOODS AND SERVICES for additional requirements.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): David Pitcher, Claims and Insurance Manager
Troy Bingham, Comptroller

TITLE:

Ratification of 2018-2023 Insurance Premium and Presentation of 2023-2024 Annual Insurance Renewal Report

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve request to ratify 2018-2023 insurance premium total of \$16,143,020.00 and receive the Annual Risk Management Report required in Board Policy 2.1.

BACKGROUND:

This agenda item is being presented in compliance with Board Policy 2.1 Financial Management which requires and annual report be provided to the Board. The policy requirements include:

- The Authority will maintain Public Officials Errors and Omissions Insurance in an amount determined to adequately protect the Authority.
- The Executive Director will, as necessary, procure other insurance to compensate for losses that would adversely affect the Authority.

As part of this presentation the Board is being asked to ratify premium expenditures for 2019 through 2023 (see discussion below).

DISCUSSION:

Insurance Market - 2023-2024 increases in most markets; largest increase was in property due to addition of Depot District.

Public Officials Errors and Omissions

5.3% decrease

Other Insurance

- Property 32.8% increase (addition of Depot District)
- Rail Liability 3.79% increase
- Railroad Protective No increase
- Rideshare VanPool Liability 2.44% increase
- Police Professional Liability 6.12% increase
- Blanket Excess Liability 11.38% increase
- Premises Liability 5% increase
- Excess Work Comp Liability 6.35% increase
- Cyber Security Liability 6% decrease
- Fiduciary Liability No increase
- Terrorism - liability only 10.5% increase
- Crime 3.4% increase

In December 2018 the Board was asked to approve a five-year contract (three-year contract with two one-year options to extend) for insurance broker services. At that time the board was also presented with projected five years of insurance premiums in the amount of \$8,750,000.

This projection was inaccurate due to: unanticipated hardening of insurance markets; not including in this amount, premiums for the rideshare and railroad protective liability insurance program; and the procurement of additional coverages for Crime and standalone Terrorism Liability.

Though inaccurately forecast, the Board has been informed of the insurance renewals annually and those increases have been within the budgeted amounts every year.

Using 10 years of historical premium data, a more accurate forecast of future premiums will be presented with the new Insurance Broker Services contract and working with accounting there will be procedures in place to keep the Board informed of any unexpected changes affecting the forecast. This presentation will continue to be given annually and will include benchmarking to keep the Board informed as to how actual premiums compare to those anticipated in the forecast.

ALTERNATIVES:

The Board may provide input and direction for consideration in future insurance renewals.

FISCAL IMPACT:

An overall 10.6% increase in premiums for 2023-2024.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief of Planning and Engagement
PRESENTER(S): Nichol Bourdeaux, Chief of Planning and Engagement
Russ Fox, Director of Planning

TITLE:

UTA Policy Regarding Requests for Additional Service

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
None, discussion only

BACKGROUND:

UTA is examining the current policy regarding requests for additional service. Additional service currently includes sponsored service, event service, and charter service.

DISCUSSION:

UTA provides a variety of additional service above and beyond the baseline service. These additional services include sponsored service agreements, such as the interlocal agreements with Salt Lake City, event surge service, such as football games and concerts, and finally, charter service, such as the Salt Lake City Marathon and Peach Days. UTA is looking at updating the current policy to be in conformance with Federal Transit Administration (FTA) rules as well as provide a methodology to evaluate whether additional service is feasible and equitable across the entire system.

The proposed policy defines additional services, aligns with FTA rules, and outlines the approval process for additional service requests.

ALTERNATIVES:

As a discussion item, we are seeking the Board's input prior to presenting an updated UTA Policy for the

Board's approval.

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/27/2023

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

TITLE:

UTA Technology Strategy

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

Annually, the IT Director and IT Leadership team update the IT Strategy Roadmap based on what major projects are in-progress, future projects, system upgrades, and systems that are approaching end of life. As this is a 5-Year roadmap, many large projects span multiple years, updates are also revisited multiple times a year to keep current with project progress and new initiatives that the IT Department is assigned from the business. In years 6 - 10 the IT Director and IT Leadership team estimates what projects or technologies will need to be added or replaced.

DISCUSSION:

The IT Department is crucial to UTA in making sure our infrastructure, software, systems, desktop computing, and cyber security are functioning to support our mission of "We Move You". The IT Department makes decisions every day that could affect our customers (operations, finance, marketing, planning, capital services, and communications) who support our rider's experience. We strive to provide reliable systems to UTA with controls and governance to protect from security breaches and system failures.

ALTERNATIVES:

Over the next 2 to 10 years technology will always be a changing landscape. As the IT leadership team updates this document annually, it will change with new alternatives to existing issues and initiatives.

FISCAL IMPACT:

It is estimated that IT costs will be \$75,000,000 over the next 5 years and \$100,000,000 to \$150,000,000 over the next 10 years.

ATTACHMENTS:

None