



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, November 8, 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** Dave Hancock
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of October 25, 2023 Board Meeting Minutes
6. **Reports**
 - a. Executive Director Report Jay Fox
 - UTA Commendations
 - Team Award - Operator Hiring & Training Teams
 - b. Investment Report - Third Quarter 2023 Rob Lamph
 - c. Financial Report - September 2023 Viola Miller
Brad Armstrong
Daniel Hofer
Gregory Andrews
7. **Resolutions**
 - a. R2023-11-01 - Resolution Adopting the 2024 and 2025 Eco Pass Fare Structure of the Agency Kensey Kunkel

- | | | |
|----|---|---------------------|
| b. | R2023-11-02 - Resolution Authorizing Execution of Amendment 2 to an Interlocal Cooperation Agreement with Salt Lake County, the University of Utah, the Division of Air Quality, and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses | Hal Johnson |
| c. | R2023-11-03 - Resolution Amending General Expenditure and Disbursement Authority to Non-Inventory Vendors | Viola Miller |
| d. | R2023-11-04 - Resolution Appointing Eric Barrett as Officer and Acting Comptroller of the Authority | Carlton Christensen |

8. Contracts, Disbursements and Grants

- | | | |
|----|--|--|
| a. | Contract: Job Testing and Video Interview Software (Criteria Corp) | Kyle Brimley
Greg Gerber |
| b. | Contract: Surplus S70 Brake System Parts (Wabtec Passenger Transit) | Todd Mills |
| c. | Contract: Tire Lease and Service Program (The Goodyear Tire and Rubber Company) | Lorin Simpson
Nathan Hess |
| d. | Contract: Microsoft Azure Software - Additional Hosting Services (SHI International Corp.) | Tom Smith |
| e. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-121 - S-Curve Guard Rail Procurement (Stacy and Witbeck, Inc) | Jared Scarbrough
Jacob Wouden |
| f. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-115 - Rice Interlocking Double Crossover Design (Stacy and Witbeck, Inc.) | Jared Scarbrough
Jacob Wouden |
| g. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-118 - 450 East Double Crossover Design (Stacy and Witbeck, Inc.) | Jared Scarbrough
Jacob Wouden |
| h. | Change Order: Bus Stop Shelter Procurement Amendment No. 1 - Additional Shelters (Brasco International, Inc.) | Travis Colledge |
| i. | Change Order: Memorandum of Understanding Amendment No. 1 - Extension and Energy Action Plan (Rocky Mountain Power) | Hal Johnson
James Campbell
Bill Comeau |

- j. Pre-Procurements Todd Mills
- Additional Non-Revenue Vehicle Leasing
- Overhead Doors for Depot District CNG Fueling Station
- Engineering Consulting Services

9. Service and Fare Approvals

- a. Contract: 2023/2024 Ski Bus Agreement (Solitude Mountain Ski Area, LLC) Russ Fox
Kensey Kunkel
- b. Contract: 2023/2024 Ski Bus Agreement (Alta Ski Area) Russ Fox
Kensey Kunkel
- c. Fare Agreement: Education Pass Agreement (Ensign College) Kensey Kunkel
- d. Fare Agreement: Ski Bus Agreement - Amendment 1 (Sundance Ski Resort) Kensey Kunkel
- e. Fare Agreement: Ski Salt Lake Super Pass - Amendment 2 (Visit Salt Lake) Kensey Kunkel

10. Budget and Other Approvals

- a. TBA2023-11-01 - Technical Budget Adjustment for Capital Budget Transfers Viola Miller
Daniel Hofer
Gregory Andrews

11. Discussion Items

- a. Outcomes for the Tender Offer for a Portion of the Authority's Outstanding Bonds Viola Miller
Brian Baker
- b. S-Line Extension Update Marcus Bennett

12. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, December 6th, 2023 at 9:00 a.m.

13. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining

14. Open Session

Chair Carlton Christensen

15. 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_rm10vO9OQwCgqldLAQqTag 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, November 7th 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

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

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

TITLE:

Approval of October 25, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the October 25, 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 October 25, 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/866909.html) <<https://www.utah.gov/pmn/sitemap/notice/866909.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. 2023-10-25_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, October 25, 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 9:01 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Trustee Jeff Acerson 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 September 11, 2023 Board of Trustees Budget Work Session Minutes**
- b. **Approval of September 12, 2023 Board of Trustees Budget Work Session Minutes**
- c. **Approval of September 13, 2023 Board of Trustees Budget Work Session Minutes**
- d. **Approval of September 20, 2023 Board of Trustees Budget Work Session Minutes**
- e. **Approval of October 11, 2023 Board Meeting Minutes**
- f. **Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (Rocky Mountain Power)**

- g. Disbursement: Claim Settlement Approval (Tashjian Marvin Gardens, G & R Inc., and Becky Jorgensen)**
- h. Disbursement: Claim Settlement Approval (Heirs of Marilyn Chapman)**
- i. Disbursement: Claim Settlement Approval (Denner)**

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

6. Reports

- a. Executive Director Report**
 - UTA Commendations**

Utah Transportation Conference

Jay Fox, UTA Executive Director, mentioned the Utah Transportation Conference currently underway and UTA's participation in it.

UTA Commendations

Mr. Fox was joined by Andres Colman, UTA Regional General Manager - Salt Lake Business Unit; Mary DeLaMare-Schaefer, UTA Regional General Manager - Timpanogos Business Unit; Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit; and Ryan Taylor, UTA Special Services General Manager. The business unit general managers recognized winners of the 2023 UTA Bus Roadeo.

- b. Pension Committee Report**

Trustee Acerson reported the pension fund is meeting its targets. He also said the pension committee introduced a smoothing process to better track investments and private equities are now included in the fund investment portfolio.

- c. Financial Report - August 2023 (Capital Program)**

Viola Miller, UTA Chief Financial Officer, who participated in the meeting remotely, was joined by Brad Armstrong, UTA Direct of Budget & Financial Strategy; Daniel Hofer, UTA Director of Capital Assets & Project Controls; Gregory Andrews, UTA Senior Financial Analyst; and David Hancock, UTA Chief Capital Services Officer. Staff reviewed capital spending, including spending by project on the following:

- TRAX operational simulator
- Orange Street microtransit chargers
- Park-and-ride facilities
- Fiber rehab/replacement
- Server, storage infrastructure
- Used commuter rail vehicle procurement
- Real estate and transit-oriented communities working capital
- Police fleet vehicle replacement

Discussion ensued. Questions on project spending, fiber installation challenges, and bidder response on park-and-ride projects were posed by the board and answered by staff.

7. Discussion Item

a. 2024-2028 Five Year Capital Plan - October 2023 Draft

Ms. Miller was joined by Mr. Hancock, Mr. Hofer, and Kyle Brimley, UTA IT Director.

Mr. Hancock outlined the capital plan sequence and goals.

Mr. Hofer reviewed the 2024 capital budget summary, major initiatives, and state of good repair details, as well as the 2024-2028 state of good repair details, capital plan summary, and major initiatives.

Mr. Hancock concluded the presentation by discussing next steps in the plan adoption process.

Discussion ensued on several topics, including:

- Financed aspects of the 2024 capital budget
- Propulsion systems in non-revenue vehicle replacements
- Traction power substation (TPSS) grants
- Rail switches and trackwork rehab/replacement challenges
- Wheel truing machine procurement
- 2023 budget for the human resource information system (HRIS)
- Radio system connections (i.e., to a larger community system) and implementation timeline
- Confidence level in 2024 capital services grant funding
- Westside Express funding gap and bus deployment plan

Chair Christensen suggested staff identify any legislative changes needed to allow UTA to connect to a broader radio system network prior to the next legislative session.

8. Resolutions

a. R2023-10-04 - Resolution Adopting the Authority's Tentative 2024 Budget

Ms. Miller was joined by Mr. Armstrong. Ms. Miller provided an overview of the 2024 operating budget, including expenses by category, office, and full-time equivalents (FTEs), along with a summary of the 2024 capital budget. She then outlined the budget approval process.

Discussion ensued. A question on FTE reductions was posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2023-10-05 - Resolution Renaming the Salt Lake City Frequent Transit Network Routes as “Go Routes”

G.J. LaBonty, UTA Manager of Customer Experience, was joined by Katie Morrison, UTA Strategic Communications & Content Manager. Staff provided background on the Go Route concept, related interlocal agreement with Salt Lake City, and branding moniker.

Discussion ensued. Questions on the consideration of disability community needs in signage and potential for vandalism to Go Route bus stop features were posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2023-10-06 - Resolution Approving the Third Amendment to the 2023-2027 Capital Plan

Ms. Miller was joined by Mr. Hofer and Mr. Andrews. Mr. Andrews provided information for agenda items 8.c. and 8.d. He indicated the third amendment to the capital plan adds a project for a new TRAX station in the Daybreak development in South Jordan and increases the plan balance by \$500,000. He explained these funds would be reimbursed by external sources and the addition would not impact UTA’s fund balance. Mr. Andrews also explained the need to increase the 2023 budget authority by \$500,000 in response to modifying the capital plan. He requested the board approve 1) the third amendment to the 2023-2027 Capital Plan and 2) an amendment to the 2023 capital budget.

Discussion ensued. Staff clarified the \$500,000 is for design costs only and construction costs will be paid with external funding.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

d. R2023-10-07 - Resolution Adopting the Authority’s Third 2023 Capital Budget Amendment

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

9. Contracts, Disbursements and Grants**a. Contract: Daybreak Station Design Services Memorandum of Agreement (Larry H. Miller Real Estate, LLC)**

Mr. Hancock requested the board approve a contract with Larry H. Miller Real Estate, LLC for design services for a new TRAX station in South Jordan. The contract has a not-to-exceed value of \$500,000.

Discussion ensued. A question on the design completion timeline was posed by the board and answered by Mr. Hancock.

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

b. Contract: Cooperative Agreement for FrontRunner Strategic Double Track Project (UDOT)

Mr. Hancock was joined by Janelle Robertson, UTA Project Manager III. Ms. Robertson requested the board approve a cooperative agreement with the Utah Department of Transportation (UDOT) establishing collaboration protocols between UTA and UDOT through the start of construction on the FrontRunner strategic double track project.

Discussion ensued. Questions on financial responsibility for property purchases and environmental work, strategy for future agreements, and anticipated project delivery were posed by the board and answered by staff.

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

c. Contract: Riverside Bus Bay 9 Lift Replacement (Stertil-Koni USA, Inc.)

Kevin Anderson, UTA Director of Maintenance Support, was joined by Guy Miner, UTA Facilities Maintenance Manager. Mr. Anderson requested the board approve a \$273,861.77 contract with Stertil-Koni USA, Inc. for a bus lift replacement at the Riverside facility.

Discussion ensued. Questions on the type of lift (in ground vs. above ground) and expected lifespan were posed by the board and answered by staff.

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

d. Contract: ADA Accessible Rolling Stock Purchase (Creative Bus Sales, Inc.)

Christy Allen, UTA Coordinated Mobility Manager, requested the board approve a \$1,530,608 contract with Creative Bus Sales, Inc. for the base order purchase of 16 accessible transit vehicles. The vehicles will be purchased using Federal Transit Administration (FTA) 5310 funds (80%) and 5310 subrecipient funds (20%).

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

Chair Christensen called for a recess at 10:38 a.m.

The meeting reconvened at 10:44 a.m.

e. Contract: Siemens S70 Center-Truck Axles Purchase (Jamaica Bearings Co.)

Todd Mills, UTA Director of Supply Chain, was joined by Roberto Balsamo, UTA Light Rail Vehicle Maintenance Supervisor - Parts, Tools & Equipment. Mr. Mills requested the board approve a \$461,027.88 contract with Jamaica Bearings Co. for the purchase of twelve Siemens S70 center truck axles.

Discussion ensued. Questions on past purchases with Jamaica Bearings Co. and axle lifespan were posed by the board and answered by staff.

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

f. Contract: Employee Holiday Gift Card 2023 (Harmon City, Inc.)

Ms. Miller was joined by Mr. Mills. Mr. Mills requested the board approve a \$382,800 contract with Harmon City, Inc. for the purchase of holiday gift cards for 2,900 UTA employees.

Discussion ensued. Mr. Mills indicated the gift cards would be distributed to employees prior to the Thanksgiving holiday.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this Procurement Contract/Change Order be approved. The motion carried by a unanimous vote.

g. Contract: UTA White Fleet Vehicle Purchase Order (Various State Contracts)

Mr. Hofer was joined by Trice Batty, UTA Manager of Non-Revenue Vehicle Performance & Maintenance. Ms. Batty requested the board approve an expenditure of \$5,995,000 on various state contracts for the purchase of 116 non-revenue service vehicles. (Note: The non-revenue service vehicles are typically painted white and consequently are referred to as the "white fleet.")

Discussion ensued. Questions on vehicle manufacturing and cancellation penalties were posed by the board and answered by staff.

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

h. Change Order: Forty Foot Bus Order Through Washington State Contract Assignment of Rights Modification No. 001 - Configuration Changes (Gillig, LLC)

Jesse Rogers, UTA Bus Vehicle Procurement Project Manager, requested the board approve a \$574,640 change order to the Washington State contract with Gillig, LLC for configuration changes to 50 buses currently in production. The total contract value, including the change order, is \$30,549, 952.

Discussion ensued. Questions on the installation of driver protective equipment and manufacturing timelines were posed by the board and answered by Mr. Rogers.

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.

10. Service and Fare Approvals

a. Fare Agreement: Transportation Services Contract Amendment 3 (State of Utah Department of Health and Human Services / Division of Services for People with Disabilities)

Mr. Taylor requested the board approve a third amendment to the contract with the State of Utah Department of Health and Human Services/Division of Services for People with Disabilities (DSPD) for “seed” money to provide paratransit trips for eligible DSPD riders with eligible trip purposes. The trips will be reimbursed to UTA with federal Medicaid funding at a negotiated rate. The amendment, which extends the contract through January 31, 2024, has an estimated value of \$815,177, bringing the total estimated contract value to \$7,777,652.

Discussion ensued. A question on the contractual relationship with DSPD was posed by the board and answered by Mr. Taylor.

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

11. Discussion Items

a. UTA Standard Operating Procedure - OCM.01.01 Advertising Approval Procedure

Mr. Fox was joined by Nichol Bourdeaux, UTA Chief Planning & Engagement Officer. Mr. Fox summarized updates to the agency’s advertising approval procedure, including general provisions, placement of advertising, approval process, and other procedures.

Discussion ensued. Questions on external advertising on FrontRunner and the status of the advertising review committee were posed by the board and answered by staff.

12. Other Business

a. Budget Public Hearing- Wednesday, November 1, 2023 at 5:30 p.m..

- b. Next Regular Board Meeting- Wednesday, November 8, 2023 at 9:00 a.m.

13. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:11 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/pmn/sitemap/notice/866909.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/262?view_id=1&redirect=true&h=654119302d5a3083c52fa652c9550f66.

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: 11/8/2023

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

TITLE:

Executive Director Report

- UTA Commendations
- Team Award - Operator Hiring & Training Teams

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 Commendations
 - o Jared Scarborough and team for Utah Transportation Conference Coordination (Dave Hancock)
 - o Jason Christiansen - recipient of the UTA Continuous Improvement Excellence Award (Alisha Garrett)
- Team Award - Operator Hiring & Training Teams (Kim Shanklin)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Rob Lamph, Assistant Treasurer

TITLE:

Investment Report - Third Quarter 2023

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion.

BACKGROUND:

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

DISCUSSION:

As of September 30, 2023, the benchmark return (Fed Fund Rate) was (5.33%). Investment returns at Chandler Asset Management (2.38%) and the overnight account at Zions Bank (5.07%) did not exceed the benchmark return. Investment returns in the State of Utah's Public Treasurer's Investment Fund (PTIF) (5.43%), and Zions Corporate Trust (5.43%) were better than the benchmark return.

The blended portfolio return rate for the quarter was 4.23%, which did not exceed the benchmark rate due to long term investment strategy and the increased interest rate environment we are currently experiencing.

All investments are in accordance with the State Money Management Act.

ALTERNATIVES:

The Treasurer could continue to increase investments and extend the duration of the Chandler Investment Portfolio further than 5 years to ensure continued returns, but that strategy would forego the advantages of the higher rate portfolios like PTIF, and the overnight investment rate at Zions Bank.

FISCAL IMPACT:

Investments through 3rd QTR 2023 earned UTA \$18,381,336. The investment income budget for 2023 is \$7,250,000.

ATTACHMENTS:

Investment Report - Third Quarter 2023

Utah Transit Authority

Investment Portfolio

September 30, 2023

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
Zions Bank		\$ 29,281,999			5.06%	\$ 675,052
Public Treasurer's Investment Fund		307,443,928			5.30%	\$ 11,178,347
Zions Corporate Trust		54,301,913			5.06%	\$ 3,681,686
Chandler Asset Management		222,840,551			2.38%	\$ 2,846,251
Total Investments		<u>\$ 613,868,391</u>			4.21%	<u>\$ 18,381,336</u>

Rates as of Last Trading Day of

	<u>July</u>	<u>August</u>	<u>September</u>
Zions Bank	5.05%	5.07%	5.07%
Chandler Asset Management	2.40%	2.33%	2.43%
Public Treasurer's Investment Fund	5.17%	5.30%	5.43%
Benchmark Return*	5.33%	5.33%	5.33%

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

Securities Purchased Outside of Investment Portfolio

April 1 through June 30, 2023

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

Securities Sold Outside of Investment Portfolio

April 1 through June 30, 2023

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

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 Capital Budget Analyst

TITLE:

Financial Report - September 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 September 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 September 2023 Monthly Financial Statements.

DISCUSSION:

At the November 8 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:

- September 2023 Board Dashboard
- September 2023 Variance Memo
- September 2023 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: September 30, 2023

Financial Metrics	Sep Actual	Sep Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (July '23 mm \$)	\$ 36.5	\$ 37.2	\$ (0.69)	 -1.9%	\$ 273.4	\$ 265.6	\$ 7.76	 2.9%
Fare Revenue (mm)	\$ 3.3	\$ 3.0	\$ 0.22	 7.2%	\$ 27.0	\$ 26.6	\$ 0.42	 1.6%
Operating Exp (mm)*	\$ 34.7	\$ 35.2	\$ 0.50	 1.4%	\$ 286.7	\$ 306.0	\$ 19.35	 6.3%
Subsidy Per Rider (SPR)*	\$ 9.19	\$ 11.18	\$ 1.99	 17.8%	\$ 10.08	\$ 11.18	\$ 1.10	 9.8%
UTA Diesel Price (\$/gal)	\$ 3.84	\$ 3.90	\$ 0.06	 1.6%	\$ 3.18	\$ 3.90	\$ 0.72	 18.4%
Operating Metrics	Sep Actual	Sep-22	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	3.42	3.08	0.3	 10.9%	25.77	23.45	2.3	 9.9%
Energy Cost by Type (September YTD Monthly Average)								
	Diesel Bus (Cost per Mile)				\$ 0.64			
	Diesel CR (Cost per Mile)				\$ 5.65			
	Unleaded Gas (Cost per Mile)				\$ 0.45			
	CNG (Cost per Mile)				\$ 0.39			
	Bus Propulsion Power (Cost per Mile)				\$ 0.74			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.96			

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

*Amended 2023 Budget

SUBJECT: September Variance Analysis

DATE: Oct 20, 2023

FROM: CFO – Viola Miller

TO: Executive Director – Jay Fox

Highlights

September 2023 UTA ridership was under forecast by 4.2% and exceeded September 2022 by 10.9%. 2023 YTD UTA ridership exceeds forecast by 3.8% and the same period in 2022 by 9.9%.

September revenue was \$3.8M / 6.8% under budget. YTD revenue exceeds budget by \$24.3M / 5.3%. Operating expenses were under budget by \$0.5M / 1.4% in September. YTD operating expenses are \$19.3M / 6.3% under budget.

Actual accrued September 2023 Sales Tax revenue was \$43.5M which is \$0.7M / 1.6% below budget. YTD 2023 accrued Sales Tax revenue is \$359.4M which exceeds budget by \$8.2M / 2.3%. 2023 September YTD Sales Tax revenue is \$7.9M / 2.2% 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 September 2023 was \$0.06 / 1.6% below budget. September 2023 diesel fuel cost/gal averaged \$3.84 vs. September 2022 average price of \$3.91. 2023 YTD diesel average price/gal is \$3.18 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 September 2023

YTD	Sep 2023 Actual	Sep 2023 Forecast	Sep 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
Bus	13,207,323	12,327,126	11,617,461	1,589,862	880,196	13.7%	7.1%
Salt Lake	8,144,239	7,145,082	7,259,835	884,405	999,157	12.2%	14.0%
Ogden	2,283,462	2,587,359	1,944,771	338,691	(303,897)	17.4%	-11.7%
Timp	2,779,621	2,594,686	2,412,855	366,766	184,936	15.2%	7.1%
Light Rail	8,053,318	8,416,323	8,179,845	(126,527)	(363,005)	-1.5%	-4.3%
FrontRunner	2,757,241	2,637,011	2,379,837	377,404	120,230	15.9%	4.6%
Micro Transit¹	294,794	343,592	150,858	143,936	(48,798)	95.4%	-14.2%
Paratransit	653,645	586,336	588,325	65,321	67,310	11.1%	11.5%
Van Pool	803,248	524,402	532,739	270,509	278,846	50.8%	53.2%
Total Ridership	25,769,569	24,834,791	23,449,063	2,320,506	934,779	9.9%	3.8%

¹ Micro Transit was a pilot program in 2019 & 2020

Systemwide

Systemwide, total ridership in September 2023 YTD was 25.8M which exceeded the YTD ridership forecast of 24.8M by 3.8%. This amounted to 2.3M / 9.9% 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 2.8M passengers in September 2023 YTD compared to a ridership forecast of 2.6M which resulted in exceeding forecast by 4.6%. This is approximately 15.9% higher than 2022 ridership of 2.4M.¹

TRAX ridership YTD in September 2023 was 4.3% below the 2023 forecast with 363.0K fewer riders than projected. 2023 YTD amount is 1.5% lower than 2022 ridership of 8.2M riders.

Bus ridership in September 2023 YTD was 13.2M compared to a forecast of 12.3M, so ridership exceeded forecast by 7.1%. September 2023 YTD ridership exceeded 2022 totals by \$1.6M / 13.7%.

Paratransit/Flex September YTD 2023 ridership exceeded 2023 forecast of 586.3K by 11.5%, with UTA providing 653.6K trips. This is 11.1% higher than 2022 ridership of 588.3K.

Micro Transit September 2023 YTD ridership was under forecast by 48.8K / 14.2%. Micro Transit started south Davis County and Tooele County service in August of 2022, so YTD September 2022 values are not comparable.

Van Pool ridership in September 2023 YTD was 803.2K versus a forecast of 524.4K, which is 53.2% above forecast. 2023 ridership is 50.8% higher than in 2022.

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

Operating Financial Results

September 2023



OPERATING FINANCIALS

September 2023

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			
						Revenue							
\$ 42.3	\$ 43.5	\$ 44.2	\$ (0.7)	-1.6%		Sales Tax (Sep accrual)	\$ 351.5	359.4	\$ 351.2	\$ 8.2	2.3%		
2.7	3.3	3.0	0.2	7.2%		Fares	25.8	27.0	26.6	0.4	1.6%		
-	1.9	6.9	(5.0)	-72.5%		Federal	217.4	59.5	64.2	(4.7)	-7.3%		
2.2	3.4	1.8	1.7	93.6%		Other *	14.2	36.2	15.9	20.3	127.6%		
\$ 47.2	\$ 52.1	\$ 55.9	\$ (3.8)	-6.8%		TOTAL REVENUE	\$ 608.9	\$ 482.2	\$ 457.9	\$ 24.3	5.3%		
						Expense							
\$ 13.2	\$ 14.4	\$ 15.3	\$ 0.8	5.4%		Salary/Wages	\$ 115.0	\$ 131.0	\$ 137.0	\$ 6.1	4.4%		
1.2	1.2	0.9	(0.3)	-34.2%		Overtime	10.6	\$ 11.3	8.1	\$ (3.2)	-40.0%		
6.4	9.5	8.2	(1.3)	-16.1%		Fringe Benefits	61.5	68.7	73.3	4.6	6.3%		
2.6	2.9	3.1	0.3	8.2%		Services	21.8	27.7	30.6	2.9	9.6%		
1.9	1.8	2.0	0.2	9.7%		Parts	12.3	18.2	17.5	(0.7)	-4.0%		
3.0	3.4	2.9	(0.5)	-17.6%		Fuel	24.5	22.8	26.7	3.9	14.6%		
0.7	0.5	0.5	0.0	3.7%		Utilities	4.3	5.9	4.6	(1.2)	-26.8%		
1.6	1.9	3.3	1.4	42.4%		Other	10.2	10.3	17.1	6.8	39.9%		
(0.4)	(0.9)	(1.0)	0.1	-5.4%		Capitalized Cost	(4.5)	(9.1)	(8.9)	(0.2)	2.6%		
\$ 30.2	\$ 34.7	\$ 35.2	\$ 0.5	1.4%		TOTAL EXPENSE	\$ 255.5	\$ 286.7	\$ 306.0	\$ 19.3	6.3%		
6.6	6.6	6.4	(0.2)	-2.6%		Debt Service	61.6	59.8	59.2	(0.7)	-1.1%		
\$ 10.3	\$ 10.8	\$ 14.3	\$ (3.5)	-24.5%		Contrib. Capital/Reserves	\$ 291.8	\$ 135.7	\$ 92.7	\$ 43.0	46.4%		
*Does not include Sale of Assets						Favorable/(Unfavorable)	*Does not include Sale of Assets: \$5.14 M						Favorable/(Unfavorable)

*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 September financial statements) reflect accrued sales tax revenues through September 2023.

As shown above, 2023 YTD sales tax revenues (including accruals for September in the financial statements) were \$359.4M, \$8.2M / 2.3% above budget. Actual sales tax year-over-year growth in 2023 for almost all counties in UTA's service area have dropped from double-digit growth rates that we have seen in prior periods.

Fare Revenue

Passenger revenue was slightly above budget in September YTD, with total fare revenue of \$27.0M compared to a budget of \$26.6M. 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. \$1.9M was received in the month of September compared to a budget of \$6.9M. This is the cause for total September actuals coming in lower than budget. The large

variance was due to the timing of the Federal fiscal year end that shuts down TrAMS in mid-September, so any grant awaiting draw-down is stalled until November when the system is reopened. These funds are passed-through UTA and disbursed to the qualified agencies and communities in our service area. YTD, the total Federal Operating Revenue total is \$59.5M.

Other Revenue

Other revenue sources were \$20.3M / 127.6% above budget YTD. Actual investment revenue, driven by higher rates of return on investments than expected, made up \$26.0M of the total \$36.2M 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 September were under budget by \$19.3M / 6.3%. The explanation of the variance is detailed below along with adjusted expectations when accounting for delays.

Salary and Wages

YTD salary and wages were \$6.1M / 4.4% 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 \$3.2M / 40.0% over budget YTD, relative to an overtime budget of \$8.1M YTD.

YTD operator overtime was \$2.1M / 38.1% over budget. Salt Lake Bus was over budget by \$1.5M, Ogden by \$352.4K, Riverside by \$77.8K, Light Rail by \$85.7K, Commuter Rail by \$30.0K and Timpanogos by \$37.5K with smaller differences elsewhere. Regular wages YTD for Operators were \$3.9M under budget. 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 \$1.2M / 43.8% over budget. Asset Management overtime was over budget by \$435.2K / 97.5% 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 \$1.3M under budget in Asset Management. Regular wages for all Non-Operators were \$4.6M under budget YTD. Also contributing to overtime was Salt Lake Bus maintenance at \$152.7K / 37.3% above budget, Commuter Rail Maintenance at \$116.6K / 97.2% above budget, Public Safety at \$99.7K / 98.4% above budget and Ogden Maintenance at \$120.4K / 247.1% above budget.

Fringe

YTD fringe benefit expenses were under budget by \$4.6M / 6.3% primarily due to the impact of vacancies discussed above.

Vacancies

UTA's vacancy rate is 4.2% YTD at the end of September versus a vacancy rate of 8.2% at the end of December 2022. Administrative has a 5.7% vacancy rate and Bargaining Unit has a 3.4% 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 \$11.9M to budget primarily due to positive variances of \$2.9M in Services, \$3.9M in Fuel, and \$6.9M in Other. There were negative offsets of \$1.2M in Utilities and \$0.7M in Parts.

Services

Services were favorable by \$2.9M / 9.6% due to:

- Legal under budget by \$186.5K / 12.4%. Attorney General billings are up to date. External Counsel support is under budget.
- IT under budget by \$1.3M / 23.1%. Budget timing is the primary reason for variance in contract services. IT produces its best estimate of when contracts will be due. IT is confident the majority of the \$1.0M in Contract Services variance will be used by year end. The \$104.8K of variance in Application Development stems from a pause of a development project due to issues with 3rd party contracts. This full variance amount will not be spent by year end, but IT is ensuring the services from 3rd parties are worth the budgeted contract amounts. Information Security is \$75.0K under budget due to bids being submitted and procurement still taking place on project. IT estimates 50% of variance will be spent by year end.
- Micro Transit under budget by \$1.2M / 19.9%. Principally due to an invoice timing, invoices and payments lag a month or two. \$600K - \$700K is normally spent each month, but September has not been paid yet.
- Planning under budget by \$542.0K / 34.0%. 50339 Services Prof & Tech is responsible for the full variance in Planning which is largely due to invoice timing. Planning still plans on using the majority of budget. 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

September YTD parts were over budget by \$693.3K on a \$17.5M budget. The largest contributing operating unit was Commuter Rail at \$511.9K / 20.5% over budget. Commuter Rail has been replacing higher cost components at a rate much higher than experience would have indicated. Commuter Rail replaced 14 traction motors in Q1 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 for high-cost parts.

In addition, we have underperformed YTD on warranty recoveries by \$731.8K. 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 \$1.2M through September YTD and we have only collected \$485.4K. The variance is being driven by shortfalls totaling \$847.7K in 4300 JR Maintenance. The appropriate amount to budget for warranty recovery in 2024 has been reassessed.

Fuel and Power

September YTD fuel and power expenses were \$3.9M under budget; the bulk of which consisted of diesel fuel coming in \$3.6M under budget. YTD, UTA has purchased 152.3K fewer gallons of diesel fuel than budgeted. Those gallons multiplied by the \$3.90/gallon budgeted amount results in a savings (volume variance) of \$594.0K. The remaining \$3.0M is due to price variance. Volume variance makes up 16.4% of total variance and price variance produces the other 83.6%. So, savings due to lower fuel consumption compared to budget is 19.6% of the savings realized through lower diesel fuel prices YTD.

CNG fuel was \$106.2K / 26.3% over budget YTD. 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 was \$250.3K / 5.0% under budget YTD, the variance has self-corrected over the last quarter.

Other

YTD Other expenses were under budget by \$6.8M / 39.9%. Insurance related expense was \$1.4M under budget. Training, travel, and employee awards were under budget \$1.1M. Other Miscellaneous and contingency expenses were under budget \$4.5M / 94.9%. This amount is primarily comprised of Operations contingency that is \$3.4M under budget. The balance of the variance is spread in smaller values among multiple categories across the organization.

Utilities

September YTD Utility expenses were \$1.2M / 26.8% 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 Dominion Energy.

Capitalized Cost

YTD Capitalized Cost was under budget by \$0.2M, 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.

September 2023 Results

Ridership

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

UTA System Ridership September 2023

MTD	Sep 2023 Actual	Sep 2023 Forecast	Sep 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
Bus	1,712,290	1,775,288	1,594,016	118,274	(62,998)	7.4%	-3.5%
Salt Lake	983,834	1,002,295	935,608	48,226	(18,461)	5.2%	-1.8%
Ogden	334,190	424,826	281,810	52,380	(90,636)	18.6%	-21.3%
Timp	394,266	348,167	376,598	17,668	46,099	4.7%	13.2%
Light Rail	1,137,038	1,141,269	984,814	152,224	(4,231)	15.5%	-0.4%
FrontRunner	371,172	450,672	340,283	30,889	(79,500)	9.1%	-17.6%
Micro Transit ¹	37,425	62,977	26,936	10,489	(25,552)	38.9%	-40.6%
Paratransit	77,484	80,540	73,564	3,920	(3,056)	5.3%	-3.8%
Van Pool	85,449	59,966	64,646	20,803	25,483	32.2%	42.5%
Total Ridership	3,420,858	3,570,713	3,084,259	336,599	(149,855)	10.9%	-4.2%

¹ Micro Transit was a pilot program in 2019 & 2020

September's total ridership was 3.4M, which was 149.9K / 4.2% below forecast. This amount exceeded September 2022 totals by 336.6K / 10.9% riders.

Frontrunner carried 371.2K passengers in September which was 79.5K / 17.6% lower than the forecast of 450.7K. This figure is 9.1% higher than 2022 ridership of 340.3K.²

TRAX ridership in September was down 0.4% from the September forecast of 1.1M riders. This is 15.5% greater than September 2022 ridership of 984.8K riders.

Bus ridership in September was 63.0K / 3.5% lower than the forecast of 1.78M and 7.4% higher than 2022 ridership of 1.6M.³

Paratransit/Flex ridership in September came in lower than forecast by 3.1K / 3.8%. This total was 3.9K / 5.3% greater than the same period in 2022.

Micro Transit ridership in September was below forecast by 25.6K / 40.6%. Micro Transit started South Davis and Tooele County service in August of 2022.

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

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

Vanpool ridership for September was 85.4K versus a forecast of 60.0K, which is 42.5% above forecast.

OPERATING FINANCIALS

September 2023

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		
					Revenue						
\$ 42.3	\$ 43.5	\$ 44.2	\$ (0.7)	-1.6%	Sales Tax (Sep accrual)	\$ 351.5	359.4	\$ 351.2	\$ 8.2	2.3%	
2.7	3.3	3.0	0.2	7.2%	Fares	25.8	27.0	26.6	0.4	1.6%	
-	1.9	6.9	(5.0)	-72.5%	Federal	217.4	59.5	64.2	(4.7)	-7.3%	
2.2	3.4	1.8	1.7	93.6%	Other *	14.2	36.2	15.9	20.3	127.6%	
\$ 47.2	\$ 52.1	\$ 55.9	\$ (3.8)	-6.8%	TOTAL REVENUE	\$ 608.9	\$ 482.2	\$ 457.9	\$ 24.3	5.3%	
					Expense						
\$ 13.2	\$ 14.4	\$ 15.3	\$ 0.8	5.4%	Salary/Wages	\$ 115.0	\$ 131.0	\$ 137.0	\$ 6.1	4.4%	
1.2	1.2	0.9	(0.3)	-34.2%	Overtime	10.6	\$ 11.3	8.1	\$ (3.2)	-40.0%	
6.4	9.5	8.2	(1.3)	-16.1%	Fringe Benefits	61.5	68.7	73.3	4.6	6.3%	
2.6	2.9	3.1	0.3	8.2%	Services	21.8	27.7	30.6	2.9	9.6%	
1.9	1.8	2.0	0.2	9.7%	Parts	12.3	18.2	17.5	(0.7)	-4.0%	
3.0	3.4	2.9	(0.5)	-17.6%	Fuel	24.5	22.8	26.7	3.9	14.6%	
0.7	0.5	0.5	0.0	3.7%	Utilities	4.3	5.9	4.6	(1.2)	-26.8%	
1.6	1.9	3.3	1.4	42.4%	Other	10.2	10.3	17.1	6.8	39.9%	
(0.4)	(0.9)	(1.0)	0.1	-5.4%	Capitalized Cost	(4.5)	(9.1)	(8.9)	(0.2)	2.6%	
\$ 30.2	\$ 34.7	\$ 35.2	\$ 0.5	1.4%	TOTAL EXPENSE	\$ 255.5	\$ 286.7	\$ 306.0	\$ 19.3	6.3%	
6.6	6.6	6.4	(0.2)	-2.6%	Debt Service	61.6	59.8	59.2	(0.7)	-1.1%	
\$ 10.3	\$ 10.8	\$ 14.3	\$ (3.5)	-24.5%	Contrib. Capital/Reserves	\$ 291.8	\$ 135.7	\$ 92.7	\$ 43.0	46.4%	
*Does not include Sale of Assets					Favorable/(Unfavorable)	*Does not include Sale of Assets: \$5.14 M					Favorable/(Unfavorable)

*Does not include Sale of Assets

Favorable/(Unfavorable)

*Does not include Sale of Assets: \$5.14 M

Favorable/(Unfavorable)

Revenue

For the month of September, accrued sales tax revenues were \$43.5M, which was \$0.7M / 1.6% below budget.

Fares revenue, which includes all forms of payment by transit riders, exceeded budget by \$219.1K / 7.2%. September 2023 Fares revenue is \$0.5M higher than the same period last year. September was the second highest Fares revenue month in 2023, only March was higher. 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 \$1.9M in Federal / Preventative Maintenance payments recorded for September compared to a budget of \$6.9M. July and August both had significant (>\$15M) Federal / Preventative Maintenance payments. September was low due to the Federal fiscal year end that shuts down TrAMS in mid-September, so any grant awaiting draw-down is stalled until November when the system is reopened. 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 \$1.7M variance. Positive variance was primarily driven by higher-than-expected investment returns, as discussed above.

Expenditures

The September expense variance is \$0.5M / 1.4% below budget. Salaries / Wages were under budget by \$0.8M / 5.4% and Overtime exceeded budget by \$0.3M / 34.2%. Fringe typically follows Salaries / Wages in terms of falling below or exceeding budget, but September saw Fringe exceed budget by \$1.3M / 16.1% even though Salaries / Wages were lower than budget. Fuel was \$0.5M above budget, the price per diesel gallon increased dramatically over prior months, but it is still lower than the budgeted amount. Other Expenses was \$1.4M under budget due to 50998 – Contingency having zero expense compared to a budget of \$1.5M.

Comments on notable impacts to the variance are as follows:

Salary: \$0.5M under budget due to vacancies. Improving month-over-month on filling needed positions (13.5 additional FTEs compared to August). The headcount is still 4.2% under budget, but UTA now sits above 95% of planned headcount.

Overtime: \$0.3M over budget in September. UTA is filling more vacancies on a monthly basis, so the monthly overall overtime amounts are generally decreasing. As positions go unfilled and current employees work extra to fill in the holes, overtime increases. As headcount amounts stay under budget, Overtime will likely remain above budget.

Fringe: \$1.3M / 16.1% over budget in September. If full-time headcount is lower than budget, fringe will also remain below budget because the expenses (e.g., insurances, benefits, etc.) are tied to the actual number of heads. September was unique because 50211 – Fringe – Compensated Absence was trued-up for all of 2023 YTD. Typically, this is done on a quarterly basis, but it had not been so the account was \$2.0M over budget in September. All other Fringe accounts were under budget so total Fringe settled at \$1.3M over budget.

Parts: \$0.2M under budget for the month of September. Compared to budget, the spend for Parts in Light Rail Maintenance was low contributing to the variance under budget. Warranty Recoveries is an ongoing issue within Parts, there is a sizeable variance between budget and actual. This issue was discussed in the meeting with Accounting, Finance, and Analysts – tighter controls for this account are needed. Though if there was less of a variance of Warranty Recoveries, which is a credit account, the total for Parts would be even more under budget.

Fuel/Power: Over budget \$0.5M / 17.6%, driven by Diesel fuel exceeding budget by \$484.2K in September. Fuel bills of lading have not been turned in promptly so expenses that should have been accrued in prior months were missed and were caught up in September creating an overage. Commuter rail was the largest contributor coming in \$278.4K over budget in Diesel Fuel. This issue was addressed in the monthly meeting between Accounting, Finance, and Analysts – Maintenance departments were reminded

to submit the fuel bills of lading promptly. Diesel fuel cost per gallon in September 2023 was \$0.06 / 1.6% below budget. In September, the number of gallons purchased totaled 6,408 gallons less than budget for the month. Multiplying the variance of gallons by the month's \$3.84/gal rate results in \$24.6K of favorable volume variance. This favorability, along with the slight price variance favorability was overshadowed by the charges for the late bills of lading. Unleaded fuel price was higher than budget with a price of \$3.26/gal in September compared to \$3.10/gal budgeted.

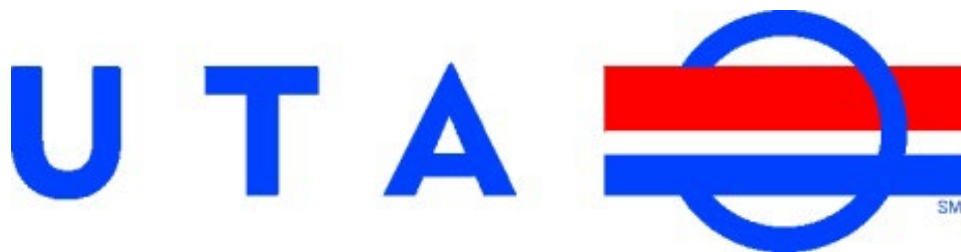
Utilities: Right at target for the month of September.

Utah Transit Authority

Financial Statement

(Unaudited)

September 30, 2023



KEY ITEM REPORT
(UNAUDITED)
As of September 30, 2023

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (28,691,282)	\$ (28,355,306)	\$ 335,976	1%
2 Operating Expenses	286,682,282	306,031,385	19,349,103	6%
3 Net Operating Income (Loss)	(257,991,000)	(277,676,079)	19,685,079	7%
4 Capital Revenue	(86,236,155)	(195,922,125)	(109,685,970)	-56%
5 Capital Expenses	131,119,351	252,495,000	121,375,649	48%
6 Net Capital Income (Loss)	(44,883,196)	(56,572,875)	11,689,679	21%
7 Sales Tax	(359,394,908)	(351,165,613)	8,229,295	2%
8 Other Revenue	(94,076,741)	(78,358,005)	15,718,737	20%
9 Debt Service	59,822,721	59,165,094	(657,627)	-1%
10 Sale of Assets	5,138,893	-	(5,138,893)	
11 Net Non-Operating Income (Loss)	388,510,035	370,358,524	18,151,511	5%
12 Contribution to Cash Balance	\$ 85,635,839	\$ 36,109,570	\$ 49,526,270	137%
13 Amortization	21,719,286			
14 Depreciation	104,206,699			
15 Total Non-cash Items	\$ 125,925,985			

STATISTICS

RIDERSHIP

2022 Actual	September 2023	September 2022	Difference	2023 YTD	2022 YTD	Difference
16 31,439,554	3,420,858	3,084,259	336,599	25,769,569	23,449,062	2,320,507

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 286,682,282
18 Less: Passenger Revenue	-(27,037,782)
19 Subtotal	259,644,500
20 Divided by: Ridership	÷ 25,769,569
21 Subsidy per Rider	\$ 10.08

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of September 30, 2023

EXHIBIT 1-2

BALANCE SHEET

	9/30/2023	9/30/2022
CURRENT ASSETS		
1 Cash	\$ 15,463,968	\$ 34,271,243
2 Investments (Unrestricted)	524,313,847	546,188,596
3 Investments (Restricted)	123,937,662	106,318,897
4 Receivables	139,365,454	86,095,467
5 Receivables - Federal Grants	3,872,754	3,872,751
6 Inventories	42,539,791	38,397,394
7 Prepaid Expenses	1,307,931	1,853,231
8 TOTAL CURRENT ASSETS	\$ 850,801,407	\$ 816,997,579
9 Property, Plant & Equipment (Net)	2,923,696,259	2,913,931,101
10 Other Assets	192,640,203	124,762,596
11 TOTAL ASSETS	\$ 3,967,137,869	\$ 3,855,691,276
12 Current Liabilities	69,740,875	94,532,390
14 Net Pension Liability	166,224,640	90,642,486
15 Outstanding Debt	2,336,007,145	2,360,715,044
16 Net Investment in Capital Assets	782,154,212	685,791,365
17 Restricted Net Position	95,091,624	64,835,707
18 Unrestricted Net Position	517,919,373	559,174,284
19 TOTAL LIABILITIES & EQUITY	\$ 3,967,137,869	\$ 3,855,691,276

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 2018 Bond Proceeds	31,752	\$ 4,007,987
21 2019 Bond Proceeds	679,679	22,654,613
22 Debt Service Interest Payable	53,590,479	43,955,361
23 Risk Contingency Fund	8,128,730	8,049,389
24 Catastrophic Risk Reserve Fund	1,124,701	1,102,921
25 Box Elder County ROW (sales tax)	3,278,330	2,348,222
26 Utah County 4th Qtr (sales tax)	14,136,812	4,961,842
27 Amounts held in escrow	42,967,179	19,238,562
28 TOTAL RESTRICTED RESERVES	\$ 123,937,662	\$ 106,318,897
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	\$ 160,658,000	\$ 151,879,000
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 284,595,662	\$ 258,197,897

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of September 30, 2023

REVENUE & EXPENSES

	ACTUAL Sep-23	ACTUAL Sep-22	YTD 2023	YTD 2022
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,264,483)	\$ (2,728,276)	\$ (27,037,782)	\$ (25,824,629)
2 Advertising Revenue	(15,000)	(193,500)	(1,653,500)	(1,633,500)
3 TOTAL OPERATING REVENUE	\$ (3,279,483)	\$ (2,921,776)	\$ (28,691,282)	\$ (27,458,129)
OPERATING EXPENSE				
4 Bus Service	\$ 11,999,483	\$ 10,155,088	\$ 99,534,452	\$ 91,019,274
5 Commuter Rail	2,813,262	2,458,183	22,102,563	20,417,350
6 Light Rail	3,737,735	4,091,302	32,992,500	29,702,120
7 Maintenance of Way	1,814,667	1,559,048	15,337,358	13,959,063
8 Paratransit Service	2,681,701	2,087,433	20,923,232	19,001,261
9 RideShare/Van Pool Services	312,687	668,062	2,512,116	2,525,656
10 Microtransit	526,574	259,275	5,581,215	4,024,131
11 Operations Support	5,315,784	5,096,109	48,727,555	42,860,004
12 Administration	5,497,826	3,847,689	38,971,291	32,012,190
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	\$ 34,699,719	\$ 30,222,189	\$ 286,682,282	\$ 255,521,049
15 NET OPERATING (INCOME) LOSS	\$ 31,420,236	\$ 27,300,413	\$ 257,991,000	\$ 228,062,920
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(2,144,502)	(1,172,627)	(25,970,136)	(4,335,151)
17 Sales Tax Revenue ¹	(43,468,498)	(42,292,692)	(359,394,908)	(351,509,358)
18 Other Revenue	(1,263,468)	(813,720)	(8,586,275)	(8,168,910)
19 Fed Operations/Preventative Maint. Revenue	(1,900,780)	-	(59,520,330)	(217,421,907)
20 Bond Interest	6,150,297	6,344,548	55,896,045	58,996,061
21 Bond Interest UTCT	148,357	152,441	1,335,214	1,371,925
22 Bond Cost of Issuance/Fees	-	4,500	89,250	67,250
23 Lease Interest	292,223	129,651	2,502,212	1,166,118
24 Sale of Assets	(5,322)	(5,734,154)	5,138,893	(2,526,910)
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (42,191,693)	\$ (43,382,053)	\$ (388,510,035)	\$ (522,360,882)
26 CONTRIBUTION TO RESERVES	\$ 10,771,457	\$ 16,081,640	\$ 130,519,035	\$ 294,297,962
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(334,646)	(355,796)	(3,072,286)	(3,208,787)
28 Bond Refunding Cost Amortization	1,242,599	1,192,102	24,183,386	10,731,438
29 Future Revenue Cost Amortization	67,577	67,577	608,186	608,186
30 Depreciation	11,990,032	13,769,664	104,206,699	106,607,831
31 NET OTHER EXPENSES (NON-CASH)	\$ 12,965,562	\$ 14,673,547	\$ 125,925,985	\$ 114,738,668

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

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of September 30, 2023

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Sep-23	Sep-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,264,483)	\$ (3,045,353)	\$ 219,130	7%
2 Advertising Revenue	(15,000)	(193,500)	(178,500)	-92%
3 TOTAL OPERATING REVENUE	\$ (3,279,483)	\$ (3,238,853)	\$ 40,630	1%
OPERATING EXPENSE				
4 Bus Service	\$ 11,999,483	11,499,586	\$ (499,897)	-4%
5 Commuter Rail	2,813,262	2,574,180	(239,082)	-9%
6 Light Rail	3,737,735	3,970,450	232,715	6%
7 Maintenance of Way	1,814,667	1,841,802	27,135	1%
8 Paratransit Service	2,681,701	2,347,202	(334,499)	-14%
9 RideShare/Van Pool Services	312,687	334,552	21,865	7%
10 Microtransit	526,574	763,036	236,462	31%
11 Operations Support	5,315,784	5,108,102	(207,682)	-4%
12 Administration	5,497,826	6,509,206	1,011,380	16%
13 Non-Departmental	-	250,000	250,000	100%
14 TOTAL OPERATING EXPENSE	\$ 34,699,719	\$ 35,198,116	\$ 498,397	1%
15 NET OPERATING (INCOME) LOSS	\$ 31,420,236	\$ 31,959,263	\$ 539,027	2%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (2,144,502)	\$ (605,000)	\$ 1,539,502	254%
17 Sales Tax Revenue	(43,468,498)	(44,164,196)	(695,698)	-2%
18 Other Revenue	(1,263,468)	(969,500)	293,968	30%
19 Fed Operations/Preventative Maint. Revenue	(1,900,780)	(6,903,499)	(5,002,719)	-72%
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	-	4,500	4,500	100%
23 Lease Interest	292,223	223,913	(68,310)	-31%
24 Sale of Assets	(5,322)	-	5,322	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (42,191,693)	\$ (46,218,730)	\$ (4,027,037)	-9%
26 CONTRIBUTION TO RESERVES	\$ 10,771,457	\$ 14,259,467		

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

EXHIBIT 1-4A

As of September 30, 2023

CURRENT MONTH

		ACTUAL	BUDGET	VARIANCE	%
		Sep-23	Sep-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
1	Board of Trustees	\$ 245,436	\$ 267,274	\$ 21,838	8%
2	Executive Director	422,829	540,507	117,678	22%
3	Chief Communication Officer	362,189	444,040	81,851	18%
4	Chief Planning and Engagement Officer	1,471,050	1,447,221	(23,829)	-2%
5	Chief Finance Officer	2,138,294	1,491,198	(647,096)	-43%
6	Chief Operating Officer	26,544,244	27,011,598	467,354	2%
7	Chief People Officer	1,110,325	922,778	(187,547)	-20%
8	Chief Development Officer	660,314	734,157	73,843	10%
9	Chief Enterprise Strategy Officer	1,745,038	2,089,343	344,305	16%
10	Non-Departmental	-	250,000	250,000	100%
11	TOTAL OPERATING EXPENSE	\$ 34,699,719	\$ 35,198,116	\$ 498,397	1%

YEAR TO DATE

		ACTUAL	BUDGET	VARIANCE	%
		Sep-23	Sep-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
12	Board of Trustees	\$ 2,371,408	\$ 2,365,705	\$ (5,703)	0%
13	Executive Director	3,734,290	4,565,514	831,224	18%
14	Chief Communication Officer	3,089,147	3,141,989	52,842	2%
15	Chief Planning and Engagement Officer	11,729,238	12,913,492	1,184,254	9%
16	Chief Finance Officer	12,189,614	13,148,733	959,119	7%
17	Chief Operating Officer	221,939,420	234,736,287	12,796,867	5%
18	Chief People Officer	10,556,587	9,592,653	(963,934)	-10%
19	Chief Development Officer	4,798,712	6,605,692	1,806,980	27%
20	Chief Enterprise Strategy Officer	16,273,866	18,461,320	2,187,454	12%
21	Non-Departmental	-	500,000	500,000	100%
22	TOTAL OPERATING EXPENSE	\$286,682,282	\$ 306,031,385	\$ 19,349,103	6%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-5

As of September 30, 2023

YEAR TO DATE

	ACTUAL Sep-23	BUDGET Sep-23	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (27,037,782)	\$ (26,613,806)	\$ 423,976	2%
2 Advertising Revenue	(1,653,500)	(1,741,500)	(88,000)	-5%
3 TOTAL OPERATING REVENUE	\$ (28,691,282)	\$ (28,355,306)	\$ 335,976	1%
OPERATING EXPENSE				
4 Bus Service	\$ 99,534,452	\$ 104,504,258	\$ 4,969,806	5%
5 Commuter Rail	22,102,563	23,321,257	1,218,694	5%
6 Light Rail	32,992,500	34,731,926	1,739,426	5%
7 Maintenance of Way	15,337,358	16,287,984	950,626	6%
8 Paratransit Service	20,923,232	21,186,243	263,011	1%
9 RideShare/Van Pool Services	2,512,116	3,010,976	498,860	17%
10 Microtransit	5,581,215	6,874,642	1,293,427	19%
11 Operations Support	48,727,555	47,326,895	(1,400,660)	-3%
12 Administration	38,971,291	48,287,204	9,315,913	19%
13 Non-Departmental	-	500,000	500,000	100%
14 TOTAL OPERATING EXPENSE	\$ 286,682,282	\$ 306,031,385	\$ 19,349,103	6%
15 NET OPERATING (INCOME) LOSS	\$ 257,991,000	\$ 277,676,079	\$ 19,685,079	7%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (25,970,136)	\$ (5,440,000)	\$ 20,530,136	377%
17 Sales Tax Revenue	(359,394,908)	(351,165,613)	8,229,295	2%
18 Other Revenue	(8,586,275)	(8,725,500)	(139,225)	-2%
19 Fed Operations/Preventative Maint. Revenue	(59,520,330)	(64,192,505)	(4,672,175)	-7%
20 Bond Interest	55,896,045	55,693,916	(202,129)	0%
21 Bond Interest UTCT	1,335,214	1,335,213	(1)	0%
22 Bond Cost of Issuance/Fees	89,250	49,750	(39,500)	-79%
23 Lease Interest	2,502,212	2,086,215	(415,997)	-20%
24 Sale of Assets	5,138,893	-	(5,138,893)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (388,510,035)	\$ (370,358,524)	\$ 18,151,511	5%
26 CONTRIBUTION TO RESERVES	\$ 130,519,035	\$ 92,682,445		

**CAPITAL PROJECTS
(UNAUDITED)
As of September 30, 2023**

EXHIBIT 1-6

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 34,191,435	\$ 18,881,000	181.1%
2 INFORMATION TECHNOLOGY	7,807,901	4,300,000	181.6%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	9,334,844	1,904,000	490.3%
4 CAPITAL PROJECTS	19,355,159	110,795,000	17.5%
5 STATE OF GOOD REPAIR	32,038,514	149,725,000	21.4%
6 DEPOT DISTRICT	7,778,933	12,001,000	64.8%
7 OGDEN/WEBER STATE BRT	12,141,586	25,785,000	47.1%
8 TIGER	8,470,979	13,269,000	63.8%
9 TOTAL	\$ 131,119,351	\$ 336,660,000	38.9%
REVENUES			
10 GRANT	\$ 39,400,553	\$ 131,502,000	30.0%
11 STATE CONTRIBUTION	9,082,525	11,070,000	82.0%
12 LEASES (PAID TO DATE)	-	41,851,000	0.0%
13 BONDS	-	62,847,500	0.0%
14 LOCAL PARTNERS	37,753,077	13,959,000	270.5%
15 UTA FUNDING	44,883,196	75,430,500	59.5%
16 TOTAL	\$ 131,119,351	\$ 336,660,000	38.9%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of September 30, 2023

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Sep-23	Sep-22	2023	2022
UTA				
Fully Allocated Costs	34,699,718	30,222,187	286,682,279	255,521,047
Passenger Farebox Revenue	3,264,483	2,728,276	27,037,782	25,824,630
Passengers	3,420,858	3,084,259	25,769,569	23,449,062
Farebox Recovery Ratio	9.4%	9.0%	9.4%	10.1%
Actual Subsidy per Rider	\$9.19	\$8.91	\$10.08	\$9.80
BUS SERVICE				
Fully Allocated Costs	17,313,422	14,523,422	142,476,135	127,750,340
Passenger Farebox Revenue	1,521,737	1,107,376	12,080,405	11,607,655
Passengers	1,712,290	1,594,016	13,207,325	11,617,461
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	9,031,956	8,552,221	75,538,963	66,834,572
Passenger Farebox Revenue	807,938	640,519	5,753,997	5,896,410
Passengers	1,137,038	984,814	8,053,318	8,179,843
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	4,220,481	3,623,111	34,662,770	31,011,166
Passenger Farebox Revenue	537,986	409,256	3,767,308	3,948,799
Passengers	371,172	340,283	2,757,241	2,379,837
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	612,929	331,140	6,283,985	4,589,037
Passenger Farebox Revenue	51,030	18,307	394,354	142,192
Passengers	37,425	26,936	294,794	150,858
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	2,853,839	2,236,314	22,359,249	20,397,796
Passenger Farebox Revenue	37,340	316,529	2,251,546	2,023,461
Passengers	77,484	73,564	653,449	588,325
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	667,091	955,979	5,361,176	4,938,137
Passenger Farebox Revenue	308,452	236,289	2,790,172	2,206,113
Passengers	85,449	64,646	803,442	532,739
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	
	Sep-23	Sep-22	2023	2022
FULLY ALLOCATED COSTS				
Bus Service	\$17,313,422	\$14,523,422	\$142,476,135	\$127,750,340
Light Rail Service	\$9,031,956	\$8,552,221	\$75,538,963	\$66,834,572
Commuter Rail Service	\$4,220,481	\$3,623,111	\$34,662,770	\$31,011,166
Microtransit	\$612,929	\$331,140	\$6,283,985	\$4,589,037
Paratransit	\$2,853,839	\$2,236,314	\$22,359,249	\$20,397,796
Rideshare	\$667,091	\$955,979	\$5,361,176	\$4,938,137
UTA	\$34,699,718	\$30,222,187	\$286,682,279	\$255,521,047
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,521,737	\$1,107,376	\$12,080,405	\$11,607,655
Light Rail Service	\$807,938	\$640,519	\$5,753,997	\$5,896,410
Commuter Rail Service	\$537,986	\$409,256	\$3,767,308	\$3,948,799
Microtransit	\$51,030	\$18,307	\$394,354	\$142,192
Paratransit	\$37,340	\$316,529	\$2,251,546	\$2,023,461
Rideshare	\$308,452	\$236,289	\$2,790,172	\$2,206,113
UTA	\$3,264,483	\$2,728,276	\$27,037,782	\$25,824,630
PASSENGERS				
Bus Service	1,712,290	1,594,016	13,207,325	11,617,461
Light Rail Service	1,137,038	984,814	8,053,318	8,179,843
Commuter Rail Service	371,172	340,283	2,757,241	2,379,837
Microtransit	37,425	26,936	294,794	150,858
Paratransit	77,484	73,564	653,449	588,325
Rideshare	85,449	64,646	803,442	532,739
UTA	3,420,858	3,084,259	25,769,569	23,449,062
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	9.4%	9.0%	9.4%	10.1%
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	\$9.19	\$8.91	\$10.08	\$9.80

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of September 30, 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	83,363,044	43,468,498	\$ 39,894,546	-	-	-
3 Warranty Recovery	1,805,904	1,805,904	-	-	-	-
4 Build America Bond Subsidies	3,957,445	785,525	785,525	\$ 785,525	\$ 785,525	\$ 815,345
5 Product Sales and Development	2,763,046	564,348	251,326	9,983	1,215,470	721,919
6 Pass Sales	(74,096)	101,913	20,738	(2,550)	1,233	(195,430)
7 Property Management	62,503	9,552	4,576	-	-	48,375
8 Vanpool/Rideshare	128,766	77,006	37,878	9,261	880	3,741
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	37,867,858	29,989,105	-	73,911	645,156	7,159,686
12 Other	8,967,065	8,967,065	-	-	-	-
13 Total	\$ 143,238,208	\$ 90,165,589	\$ 40,994,589	\$ 876,130	\$ 2,648,264	\$ 8,553,636

Percentage Due by Aging

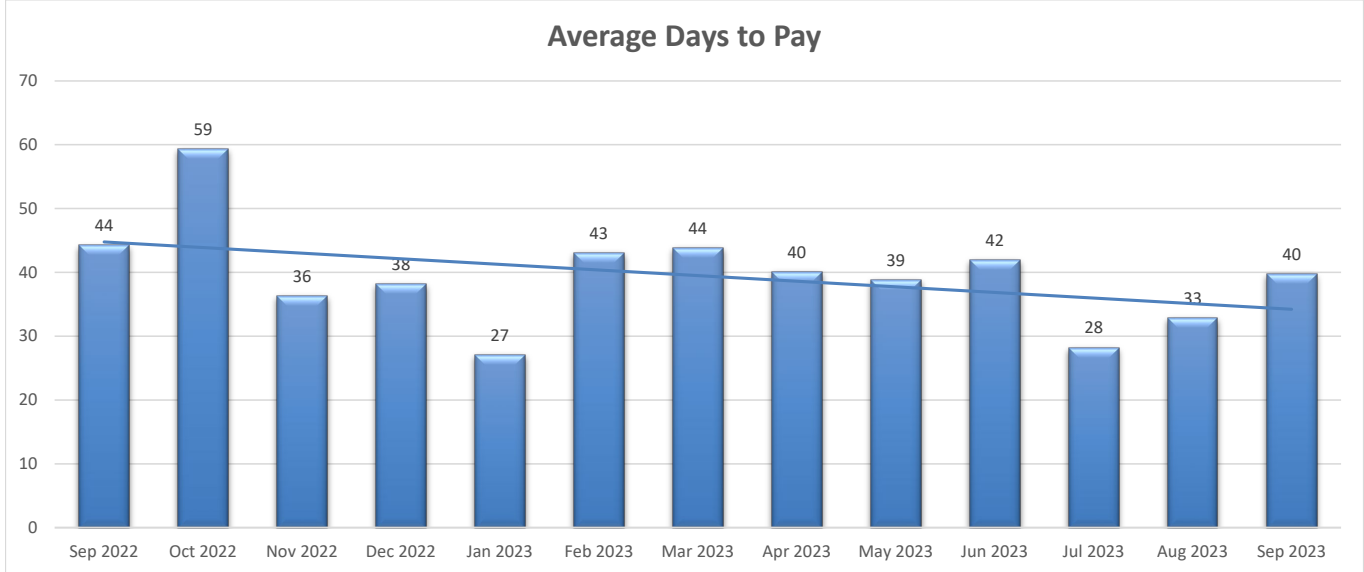
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	52.1%	47.9%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	19.8%	19.8%	19.8%	19.8%	20.6%
18 Product Sales and Development	20.4%	9.1%	0.4%	44.0%	26.1%
19 Pass Sales	-137.5%	-28.0%	3.4%	-1.7%	263.8%
20 Property Management	15.3%	7.3%	0.0%	0.0%	77.4%
21 Vanpool/Rideshare	59.8%	29.4%	7.2%	0.7%	2.9%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	79.2%	0.0%	0.2%	1.7%	18.9%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 Total	62.9%	28.6%	0.6%	1.8%	6.0%

¹ Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM SEPTEMBER 1, 2023 THROUGH SEPTEMBER 30, 2023
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
20-03349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	896514	9/6/2023	855,420.66
R2023-04-08		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	9/7/2023	309,140.00
R2023-04-08		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	9/7/2023	1,158,723.00
20-03349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	896593	9/13/2023	675,704.38
2023-13 PURCHASE & SALE AGREEMENT NCTD	6/30/2023	NORTH COUNTY TRANSIT DISTRICT	896594	9/13/2023	700,000.00
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896595	9/13/2023	709,924.82
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	896596	9/13/2023	903,284.04
20-03378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	896597	9/13/2023	1,341,101.44
R2023-04-08		ROCKY MOUNTAIN POWER	377788	9/20/2023	278,782.30
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896676	9/20/2023	407,214.39
20-03349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	896677	9/20/2023	1,487,787.20
R2023-04-08		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	9/21/2023	320,540.66
R2023-04-08		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	9/21/2023	1,197,429.93
22-03639VW SALT LAKE CENTRAL HEADQUARTERS	5/18/2023	SKIDMORE, OWINGS & MERRILL LLP	377961	9/27/2023	276,099.28
R2023-04-08		ROCKY MOUNTAIN POWER	377962	9/27/2023	829,509.26
MA#3796 TOYOTA SIENNA HYBRID MINIVANS-TOOEL	9/30/2021	TONY DIVINO TOYOTA	896770	9/27/2023	247,654.33
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	896771	9/27/2023	314,539.66
17-2283AB TRANSPORTATION AND LAND USE CONNECTION	6/26/2017	WASATCH FRONT REG COUNCIL	896772	9/27/2023	321,165.00
19-03043BM SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	896773	9/27/2023	426,487.40
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896774	9/27/2023	469,015.44
18-2851 UTA INSURANCE BROKERAGE SERVICES	9/1/2018	UTAH LOCAL GOVERNMENTS TRUST	378065	9/28/2023	923,187.88
18-2851 UTA INSURANCE BROKERAGE SERVICES	9/1/2018	ALLIANT INSURANCE SERVICES	896788	9/28/2023	757,749.22





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Finance Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development & Sales

TITLE:

R2023-11-01 - Resolution Adopting the 2024 and 2025 Eco Pass Fare Structure of the Agency

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve R2022-11-01 adopting the 2024 and 2025 Eco Pass Fare Structure and form of Agreement of the Agency

BACKGROUND:

The Utah Public Transit District Act (Utah Code 17B-2a-801) empowers the Board of Trustees to fix the fares charged to riders of the Authority's transit services. UTA Board Policy 4.1 - Fares, adopted by the Board of Trustees on December 21, 2022, empowers the Board to set base fares for transit services, including those for the Authority's Eco Pass program. In November 2022, the board adopted Resolution R2022-11-02 that adopted the 2023 ECO Pass Fare Structure of the agency. This Resolution is set to expire on December 31, 2023.

DISCUSSION:

UTA staff will present Resolution R2023-11-01 for the Board's approval of UTA's 2024 and 2025 Eco Pass Fare Structure and also the Eco Pass form of Agreement (Exhibits A and B)

Eco Fare Agreements of any dollar value that do not deviate materially from the fare structure shown in Exhibit A or the form of contract shown in Exhibit B and undergo UTA legal review would be approved for execution under this Resolution.

ALTERNATIVES:

Amend the resolution, or not approve the resolution and consider each fare agreement individually.

FISCAL IMPACT:

The agency anticipates a slight increase in revenue as new pass partners are onboarded and pass utilization by current partners increases. Total forecasted Eco pass revenue for 2024 is \$130,000 - \$210,000, which represents an increase of 3-5% over 2023.

ATTACHMENTS:

R2023-11-01 adopting the 2023 Eco Pass Fare Structure of the Agency

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING THE 2024 AND 2025 ECO PASS FARE STRUCTURE
OF THE AGENCY**

R2023-11-01

November 08, 2023

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

WHEREAS, the Act Empowers the Board of Trustees (“Board”) of the Authority to fix the fares charged to riders of the Authority’s transit services; and

WHEREAS, the Board of the Authority previously adopted Board of Trustee Policy 4.1 – Fares (“the Policy”); and

WHEREAS, the Act and Policy also empower the Board of the Authority to set base fares for transit services, including those for the Authority’s Eco Pass program; and

WHEREAS on November 9, 2022, the Board of the Authority adopted an Eco Pass fare structure, and

WHEREAS, the Board of the Authority desires to extend the current fare structure for the Eco Pass Program for two additional years through 2025.

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

1. That the Eco Pass Fare Structure of the Authority, previously adopted in Resolution R2022-11-02 is hereby rescinded.
2. That the 2024 and 2025 Eco Pass Fare Structure of the Authority is hereby adopted in substantially the same form as attached as Exhibit A (Eco Pass Fare Structure).
3. That the 2024 and 2025 Eco Pass Contracts are hereby approved in substantially the same form as attached as Exhibit B (Eco Pass Standard Agreement #1).
4. That any Eco Pass Agreement incorporating the Fare Pass Structure contained in Exhibit A and substantially following the form of agreement contained in Exhibit B shall be considered to have been approved.

5. That any ECO Pass agreement that does not substantially follow the fare structure contained in Exhibit A or contains terms which differ materially from the form of agreements contained in Exhibits B shall be brought to the Board of Trustees for approval, regardless of dollar value.
6. That this Resolution is to remain into effect through December 2025.
7. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
8. That the corporate seal be attached hereto.

Approved and adopted this 8th day of November 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

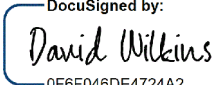
DocuSigned by:

0F6F046DE4724A2...
Legal Counsel

Exhibit A
(2024-2025 Eco Pass Fare Structure)

Exhibit A: Programs and Pricing

Table 1: Eco Pass Agreement

Program	Price	Notes	Minimum Requirements	Service Level
Annual Preferred	\$275	Annual price per person	100 passes or 100% employee participation; whichever is greater	Premium
Annual Select	\$499	Annual price per person	30 pass purchase minimum	Premium
Monthly	\$59	Monthly price per person	10 pass purchase minimum per month (\$590)	Premium
Daily	\$6.40	Price per day, per card used	\$500 per month minimum	Premium

Exhibit B
(2023 Eco Pass Standard Agreement #1)

ECO PASS AGREEMENT 2024

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of _____, 2024 (the “Effective Date”) by and between, _____, the (“Administrator”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter “UTA”).

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an “ECO Pass Program” or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA’s ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit “A” – Pass Program Account Setup and Exhibit “B” – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

DEFINITIONS

1.1. The term “**Authorized Services**” means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2. The term “**Authorized User**” means Administrator’s employees who have been issued a Pass in compliance with this Agreement.

1.3. The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

1.4. The term “**Qualified Employee**” means (a) an employee who is employed on a full-time,

part-time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

TERMS AND CONDITIONS

2.1. TERM. This Agreement shall be in effect from Effective Date through December 31, 2024. Parties may have the option to renew this agreement for one (1) additional year through December 31, 2025.

2.2. FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3. NON-TRANSFERRABLE. A Pass is not transferable.

2.4. MINIMUM NUMBER OF PASSES.

2.4.1. Annual Preferred Passes. An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each Qualified Employee. An Administrator must have one-hundred (100) or more Qualified Employees to participate in this program.

2.4.2. Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of thirty (30) Annual Select Passes.

2.4.3. Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of ten (10) Monthly Passes.

2.4.4. Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$500 worth of Daily Passes each month.

2.4.5. Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users, Administrator agrees to purchase similarly subsidized paratransit passes for travel to and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5. ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6. ACTIVATING PASSES.

2.6.1. Annual and Daily Passes. Upon execution of this Agreement, UTA will provide

Administrator with activated Passes based on the preferred start month identified in Exhibit “A”, Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

- 2.6.2. Monthly Passes.** UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.
- 2.7. PAYMENT FOR PASSES.** Administrator shall pay the amount stated on Exhibit “A” for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.
- 2.7.1. Annual Passes.** UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.
- 2.7.2. Monthly Passes.** UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month or a minimum of ten (10) Passes, whichever is greater. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.
- 2.7.3. Daily Passes.** UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$500.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.
- 2.8. PURCHASES OF ADDITIONAL PASSES.** Administrator may purchase additional Passes by making a request through <https://ecopass.rideuta.com>. UTA shall charge

Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

- 2.9. ISSUING REPLACEMENT PASSES.** Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website www.tap2rideuta.com.
- 2.10. COST OF REPLACEMENT PASSES TO ADMINISTRATOR.** UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.
- 2.11. COST OF REPLACEMENT PASSES TO AUTHORIZED USERS.** Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.
- 2.12. RESTRICTIONS ON CHARGES TO AUTHORIZED USERS.** Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.
- 2.13. SECURITY TERMS.** Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.
- 2.14. DEACTIVATING PASSES.** Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.
- 2.15. CONFISCATION OF PASSES.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.
- 2.16. GUARANTEED RIDE HOME.** To accommodate a Bona Fide Emergency affecting one of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot

take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxicab. An Administrator's Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.16.1 For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed Administrators pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.

2.16.2 For purposes of this Agreement, the term "Immediate Family Member" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated, and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to always inspect Pass issuance records during regular

business hours during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

MISCELLANEOUS

- 3.1 **THIRD PARTY INTERESTS.** Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 3.2 **ENTIRE AGREEMENT.** This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 3.3 **COSTS AND ATTORNEY’S FEES.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys’ fees, if any, incurred in connection with such suit, including on appeal.
- 3.4 **NOTICES.** All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

If to Administrator:

Sponsor: _____
ATTN: _____
Address: _____
Address 2: _____
City, State, Zip _____
Email: _____

If to UTA:

Utah Transit Authority
ATTN: Kensey Kunkel
669 West 200 South
Salt Lake City, Utah 84101

- 3.5 **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.
- 3.6 **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual

from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332 and the Utah Antidiscrimination Act (UCA 34A-5-101).

- 3.7 DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non- defaulting party under this Agreement may terminate this Agreement. If Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.
- 3.8 SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 3.9 AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- 3.10 INDEMINIFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 3.11 GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- 3.12 WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

ADMINISTRATOR:

Date
By:
Title:

Date
By:
Title:

Date
By:
Title:

Approved As to Form:

Date
By:
Title:

Remainder of page left intentionally blank

EXHIBIT A
Pass Program Account Setup

Section 1: Partner Information

Administrator: _____
Address: _____
City, State, Zip: _____

Section 2: Contact Information

Contact Name: _____
Title: _____
Phone: _____
Email: _____

Section 3: Designated Transit Coordinator *(For additional Coordinators' please submit names and email addresses to efcooperations@rideuta.com)*

Contact Name: _____
Title: _____
Phone: _____
Email: _____

Section 4: Billing Information

Accounts Payable Contact: _____
Title: _____
Phone: _____
Email: _____

Method (Check One)		Email or Mailing Address
Email ☐	Mail ☐	

Payment Type (Check One)
ACH ☐
Wire ☐
Check ☐

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Fill out the following information and select a pass program

_____	_____	_____
Number of Passes	Preferred Start Month	Total Contract Value

☐ **Annual Preferred (\$275)**

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 100 employees and all employees must receive a pass to use

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$22.92	X	_____	=	_____	X	_____	=	_____

☐ **Annual Select (\$499)**

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 30 passes

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$41.58	X	_____	=	_____	X	_____	=	_____

☐ **Monthly (\$59)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 10 passes each month

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$59	X	_____	=	_____	X	_____	=	_____

☐ **Daily (\$6.40)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use, or \$500, whichever is greater.

Monthly Equivalent*		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$128.00	X	_____	=	_____	X	_____	=	_____

*based on 20 days of use at \$6.40 each day

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate, and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards if the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

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

TITLE:

R2023-11-02 - Resolution Authorizing Execution of Amendment 2 to an Interlocal Cooperation Agreement with Salt Lake County, the University of Utah, the Division of Air Quality, and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2023-11-02 authorizing amendment 2 to the Air Quality Monitoring on Electric Buses Interlocal Cooperation Agreement as presented.

BACKGROUND:

In June 2021, UTA entered into an interlocal cooperation agreement with Salt Lake County, the University of Utah, and the State of Utah Division of Air Quality to install air monitors on three UTA electric buses and to gather, process, and visualize the real-time air quality monitoring data. UTA and Salt Lake County each contributed \$20,000 toward the project. The University is responsible for the operation and maintenance of the monitors. In 2022, the first amendment was processed, which extended the project performance period, added Salt Lake City Corporation as a party to the agreement, and provided that the County would host a website housing and making available to the public air quality data analysis derived from the project.

DISCUSSION:

Amendment 2 (UTA Contract #21-P00076-2) makes the following changes to the agreement:

- Updates the budget (no additional budget from UTA)
 - Extends the performance period through June 30, 2027
-

- Allows the air quality monitors to be installed on up to 15 of UTA's electric buses
 - Makes minor adjustments to administrative components of the project
-

ALTERNATIVES:

In order to continue this important research, this amendment is needed.

FISCAL IMPACT:

UTA previously provided \$20,000 for the project. No additional UTA funds will be allocated. UTA is providing minimal staff time to support the project.

ATTACHMENTS:

R2023-11-02 - Resolution Authorizing Execution of an Amendment 2 to an Interlocal Cooperation Agreement (including Amendment 2 as an Exhibit to the resolution)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AMENDMENT NUMBER 2 TO AN INTERLOCAL
COOPERATION AGREEMENT WITH SALT LAKE COUNTY, THE UNIVERSITY OF UTAH,
THE UTAH DIVISION OF AIR QUALITY, AND SALT LAKE CITY CORPORATION TO
INSTALL AIR QUALITY MONITORING ON ELECTRIC BUSES**

R2023-11-02

November 8, 2023

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

WHEREAS, Salt Lake County, the Utah Division of Air Quality, the University of Utah, Salt Lake City Corporation, and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement ("ILA") to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Board of the Authority, on June 9, 2021, in Resolution R2021-06-04 approved an ILA with Salt Lake County, the Utah Division of Air Quality, and the University of Utah regarding the placement of air quality monitoring equipment on the electric bus fleet of the Authority; and

WHEREAS, the Board of the Authority, on May 11, 2022, in Resolution R2022-05-02 approved Amendment 1 to the ILA, which made Salt Lake City Corporation a party to the agreement, among other things; and

WHEREAS, the Authority, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and Salt Lake City Corporation wish to enter into Amendment Number 2 to the ILA; and

WHEREAS, Amendment Number 2 to the ILA updates the budget, at no additional cost to the Authority, extends the agreement through June 30, 2027, allows air quality monitors to be installed on up to fifteen (15) of the Authority's electric buses, and makes minor adjustments to administrative components of the project.

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

1. That the Board hereby approves Amendment Number 2 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute Amendment Number 2 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of

Air Quality, the University of Utah, and the Authority in substantially the same form as attached as Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Amendment Number 2 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority, as attached as Exhibit A.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 8th day of November 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

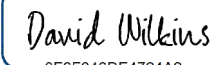
DocuSigned by:

0F6F046DE4724A2...
Legal Counsel

EXHIBIT A

(Amendment Number 2 to the Interlocal Cooperation Agreement
with Salt Lake County, the University of Utah, the Utah Division of Air Quality,
and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses)

County Contract No. 0000002779
D.A. Log No. 23CIV000495
SLC Tracking No. _____

AMENDMENT NO. 2
to the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
**UNIVERSITY OF UTAH; STATE OF UTAH DIVISION
OF AIR QUALITY; UTAH TRANSIT AUTHORITY; AND SALT LAKE CITY
CORPORATION**
for
AIR QUALITY MONITORING ON ELECTRIC BUSES

THIS AMENDMENT NO. 2 (“Second Amendment”) is made and entered into by and between Salt Lake County, on behalf of its Office of Regional Development (“County”); the University of Utah, a body corporate and politic of the State of Utah (“University”); the State of Utah Division of Air Quality (“DAQ”); Utah Transit Authority (“UTA”), and Salt Lake City Corporation (“City”). Collectively, these entities are sometimes referred to in this Agreement as the “Parties.”

R E C I T A L S

A. The County, University, DAQ, and UTA (collectively, the “Original Parties”) previously entered into an Interlocal Cooperation Agreement in April 2021 (the “Agreement”), which Agreement is identified as Salt Lake County Contract No. 0000002779, to monitor local air quality utilizing electric buses on public transportation routes.

B. In April 2022, the Original Parties entered into Amendment No. 1 (“First Amendment”) to the Agreement to add Salt Lake City Corporation as a party to the Agreement and to renew the Agreement for an additional year from April 22, 2022, to April 21, 2023.

C. All Parties now desire to renew the Agreement for an additional term, from April 22, 2023, to June 30, 2027, and to make other changes as outlined below.

NOW, THEREFORE, in consideration of the foregoing, Parties hereby agree as follows:

1. The fourth whereas clause of the Recitals to the Agreement is amended to read in its entirety as follows:

- a. WHEREAS, UTA is willing to allow the installation of air quality monitors on some of its electric buses with routes in Salt Lake County.
2. The following whereas clause shall be added to the Recitals of the Agreement:
 - a. WHEREAS, the Parties have established a budget for the Project, which is set forth in and attached hereto as Appendix C.
3. The Agreement will be renewed for the period from April 22, 2023, through June 30, 2027, as provided in Section 6(a) of the Agreement, and renumbered pursuant to the First Amendment as Section 7(a).
4. Section 1, County Duties, shall be amended as follows:
 - a. Subsection (f) of the Agreement, as renumbered pursuant to the First Amendment as subsection (e), will be updated to reflect that Emily Paskett has replaced Michael Shea as the County's representative in its performance of the Agreement.
 - b. A new subsection (i) is added and will read: County will host a website housing and making available to the public air quality data analysis derived from the Project.
5. Section 3, UTA Duties, shall be amended as follows:
 - a. A new subsection (g) is added and will read: UTA will allow the installation of air quality monitors on up to fifteen electric buses with routes in Salt Lake County.
6. Section 5, Salt Lake City Duties, added to the Agreement pursuant to the First Amendment, shall be amended as follows:
 - a. Subsection (b) shall be amended to read: City will develop a map, depicting Salt Lake County, for the real-time display of air quality data, including data from e-Buses, TRAX, and stationary monitors. The map will be displayed on the public-facing website hosted by County pursuant to Section 1(i) herein.
7. Section 6(a) of the Agreement, as renumbered pursuant to the First Amendment as Section 7(a), shall be amended as follows:
 - a. Term. The initial term of this Agreement will be for one year from the last date of the signature below. This Agreement may be extended for additional terms beyond the initial term, upon written approval of all Parties.
8. Section 7(c)(iv) (Payment) of the Agreement, as renumbered pursuant to the First Amendment as Section 6(c)(iv), shall be amended to update the invoice addresses as follows:

Salt Lake County
 The Office of Regional Development
 Attn: Emily Paskett

2001 S. State Street S2-100
PO Box 144575
Salt Lake City, UT 84114

CC: Salt Lake County
The Office of Regional Development
Attn: Roxie McSwain
2001 S. State Street S2-100
PO Box 144575
Salt Lake City, UT 84114

9. Effective Date. The period of performance of this Amendment shall be April 22, 2023 to June 30, 2027. In the event the date on which this Amendment is fully signed is more recent than the above date, then this Agreement shall be considered to be retroactive and to have taken effect on April 22, 2023.
10. All Other Terms Remain in Effect. Except as specifically modified and amended by the terms of this Second Amendment, the terms and provisions of the Agreement and the First Amendment shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement, the First Amendment, and this Second Amendment, the provisions of this Second Amendment shall control and govern.
11. Counterparts. This Second Amendment may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Second Amendment delivered by facsimile or email shall be deemed an original signed copy of this Second Amendment.

Each Party hereby signs this Second Amendment on the date written by each Party on the signature pages attached hereto.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the _____ day of _____, 2023.

[Signature pages follow]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

ORD Director

By: *Dina Bliss* _____



SALT LAKE CITY

By 
Erin Mendenhall (Sep 15, 2023 09:55 MDT)
Mayor or Designee

Date: Sep 15, 2023

Administrative Approval

By: 
Debbie Lyons (Aug 31, 2023 16:53 MDT)
Title: Sustainability Director
Date: Aug 31, 2023

Approved as to Form:

By: 
Sara Montoya (Sep 5, 2023 16:20 MDT)
Senior City Attorney

Date: Sep 5, 2023

ATTEST AND COUNTERSIGN:


Cindy Lob Trishman (Sep 27, 2023 11:00 MDT)
City Recorder
Minutes & Records Clerk

Sep 27, 2023
Recordation Date

UNIVERSITY OF UTAH

DocuSigned by:
By: TADD BJORKLUND
5A61BC3FD547402...
DIRECTOR, OFFICE OF Sponsored Projects
Date: 8/29/2023

UTAH TRANSIT AUTHORITY

By: _____

Title: Executive Director

Date: _____

By: _____

Title: Chief Planning and Engagement Officer

Date: _____

Legal Approval

By:  _____
70E33A415BA44F6...

Title: Assistant Attorney General

Date: 10/6/2023

UTAH DIVISION OF AIR QUALITY

By: 
Bryce C. Bird (Oct 4, 2023 16:35 MDT)
Title: **Director**
Date: **Oct 4, 2023**

APPENDIX C

eBus Air Quality Monitoring Program Budget - Phase 2

REVENUE			Phase 2
Source ID	Revenue Source		Program Budget
1025000900	Salt Lake County		\$20,000.00
CA0957	State Division of Air Quality		\$120,000.00
2779	Salt Lake City Municipal Corporation		\$42,500.00
	Utah Transit Authority		\$17,285.76
CA0976	HEAL Utah* (EPA)		\$87,119.94
EPA-OAR-OAQPS-22-01	Environmental Protection Agency (SLCo)		\$500,000.00
			\$786,905.70
EXPENDITURES			Phase 2
Account	Account Description	ApprDescr	Program Budget
601005	Elected And Exempt Salary	Salaries and Benefits	\$69,368.00
Multiple	Benefits	Salaries and Benefits	\$17,206.94
639025	Other Professional Fees	Operations	
	Website Development & Maintenance		\$121,476.00
	eBus Equipment Materials		\$17,285.76
639055	Interlocal Agreements	Operations	
	Sensor Purchase (12 monitor systems)		\$360,000.00
	Installation Services & Maintenance		\$121,089.00
	Data Acquisition		\$80,480.00
			\$786,905.70

*HEAL Utah is not a party to this Interlocal Agreement. These program funds are reflected in a separate contract between HEAL Utah and SLCo.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

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

TITLE:

R2023-11-03 - Resolution Amending General Expenditure and Disbursement Authority to Non-Inventory Vendors

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution 2023-11-03 which grants expenditure and disbursement authority to non-inventory vendors described in Exhibit A.

BACKGROUND:

Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements to vendors by resolution.

Annually the Board, by resolution, preapproves disbursements for vendors related to payroll, utilities, government, and debt payments, as well as disbursements over \$200,000 if the associated contract was previously approved by the Board.

These disbursements fall into one of the following situations:

- The vendor is a payroll vendor that may require disbursements over \$200,000 depending on employee elections of benefits, tax rates, or garnishments.
 - The vendor is a utility exempt from procurement but requires payment based on usage that can vary throughout the year.
 - The vendor is a government entity we have a contract with for services, but the pricing was not defined in the contract.
 - The vendor is part of debt obligations and promissory agreements that sometimes require payment over \$200,000.
-

DISCUSSION:

Staff has been reviewing disbursements over \$200,000 and discovered a new vendor for 2023. HealthEquity is the administrator of the Health Saving Accounts (HSA) that employees use as an option to fund expenses associated with a high deductible health savings plan.

With the addition of a new HSA benefit option in 2023, we need to request additional disbursement authority originally granted in April in Resolution R2023-04-08. This new resolution adds Health Equity Inc with an authorized disbursement of \$1.1 million to the list of authorized expenditures and disbursements for 2023.

This resolution provides sufficient disbursement transparency and allows the Authority to pay these vendors on a timely basis.

ALTERNATIVES:

UTA would hold any 2023 disbursements over \$200,000 for vendors to a subsequent Board meeting for an approval, thus delaying timely payments to vendors.

FISCAL IMPACT:

The disbursement authorization for Health Equity represents employee contributions through payroll withholdings that will be transferred to their individual HSA accounts, resulting in no fiscal impact to UTA's budget or fund balance. All other granted expenditures and disbursements are consistent with the prior resolution approved in April 2023.

ATTACHMENTS:

R2023-11-03 - Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GRANTING EXPENDITURE AND DISBURSEMENT AUTHORITY
TO NON-INVENTORY VENDORS**

R2023-11-03

November 8, 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; and

WHEREAS, UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000; and

WHEREAS, on December 21, 2022, the Board of Trustees of the Authority (the "Board") passed Resolution R2022-12-07 establishing Board Policy 2.2 – Contracting Authority, Procurement and Grants that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements equal to or greater than \$200,000 by Resolution; and

WHEREAS, on April 26, 2023, the Board passed Resolution R2023-04-08 Granting Contract and Expenditure Authority to Non-Inventory Vendors; and

WHEREAS, the Board wishes to add a new vendor in 2023 to the list of non-inventory vendors approved in Resolution R2023-04-08; and

WHEREAS, the Board desires to authorize parameters for expenditures and disbursements to the non-inventory vendor for 2023.

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

1. That Resolution R2023-04-08 Granting Contract and Expenditure Authority is hereby superseded.
2. That the Executive Director is authorized to approve payments to vendors in 2023 for the purposes and expenditure ranges described in Exhibit A.
3. That the Executive Director is authorized to approve expenses exceeding \$200,000 if the associated contract was previously approved at a regular or special meeting by the Board of the Authority.

4. That the Board hereby ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

Approved and adopted this 8th day of November 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

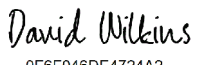
DocuSigned by:

0F6F046DE4724A2...
Legal Counsel

Exhibit A

Vendor	Purpose	Annual Amount	Annual Amount	Annual Amount
		(based on 2021 actuals)	(based on 2022 actuals)	2023 Not to Exceed
<u>Payroll</u>				
Health Equity Inc.	Employee Health Savings Account Employee Contributions			\$1,100,000
Amalgamated Transit Union	Union Dues from Employees	573,590	555,817	592,232
Cambridge Associates	Pension Contributions	25,077,086	27,101,006	27,981,789
IRS	Employee Payroll Taxes	36,433,259	39,522,667	40,807,154
Mutual of America	457 Plans	2,834,056	3,297,597	3,404,769
Office of Recovery Services	Utah State Child Support	445,964	379,345	460,458
UTA/Joint Insurance Trust	Health insurance (Collective Bargaining)	27,122,351	27,868,553	28,774,281
Utah State Tax	Employee Payroll Taxes	6,960,108	7,449,982	7,692,106
Vantagepoint Transfer Agents (Mission Square)	457 Plans	6,178,720	6,772,765	6,992,880
<u>Utilities</u>				
AT&T ++	Cellular Connection to Buses	387,747	422,451	436,181

Century Link (QWEST) +++	Internet Connection	560,331	238,000	578,542
Dominion Energy (Questar)	Natural Gas	808,717	627,647	835,000
FirstNet	Cellular Phone Contract	517,296	557,947	576,080
Murray City Utilities	Electric, Water and Sewer	534,652	509,647	552,028
Rocky Mountain Power	Electricity	7,210,909	7,439,542	7,681,327
Salt Lake City Corp. ++	Electric, Water and Sewer	200,309	207,277	214,014
<u>Government</u>				
Utah Attorney General's Office	Legal Services	1,321,679	1,656,786	1,710,632
<u>Debt</u>				
Utah County	4 th Quarter Cent Sales Tax Agreement with Utah County	13,897,910	3,374,292	3,375,285



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
FROM: Carlton Christensen, Chair of the Board
PRESENTER(S): Carlton Christensen, Chair of the Board

TITLE:

R2023-11-04 - Resolution Appointing Eric Barrett as Officer and Acting Comptroller of the Authority

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve resolution R2023-11-04 appointing Eric Barrett as Officer and Acting Comptroller of the Authority during the leave of the Authority's appointed Comptroller.

BACKGROUND:

The Utah Public Transit District Act requires the Board of Trustees to appoint district officers including the Executive Director, Secretary, Treasurer, Comptroller and Internal Auditor. The Authority's current Comptroller, Troy Bingham, is out on leave and an acting Comptroller is needed in his absence.

DISCUSSION:

This resolution requests the Board of Trustees to appoint Eric Barret as Officer and Acting Comptroller of the Authority during the absence of UTA's Comptroller.

ALTERNATIVES:

The Board is obligated by statute to appoint a Comptroller for the Authority.

FISCAL IMPACT:

Nominal impact on UTA Financial status.

ATTACHMENTS:

Resolution

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPOINTING ERIC BARRETT AS OFFICER
AND ACTING COMPTROLLER OF THE AUTHORITY**

R2023-11-04

November 08, 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 (“Act”);

WHEREAS, the Act requires the Board of Trustees (“Board”) of the Authority to appoint district officers, which includes a Comptroller;

WHEREAS, the Board of the Authority previously, in R2023-02-01 appointed Troy Bingham as Comptroller; and

WHEREAS, it has become necessary to appoint an Acting Comptroller due to a leave of absence by Troy Bingham; and

WHEREAS, the Board wishes to appoint Eric Barrett as Acting Comptroller for the duration of Troy Bingham’s absence; and

WHEREAS, Eric Barrett meets the requirements of the Act to serve as Comptroller.

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

1. That the Board hereby appoints Eric Barrett as an Officer and Acting Comptroller of the Authority for the duration of Troy Bingham’s absence.
2. 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.
3. That the corporate seal be attached hereto.

Approved and adopted this 8th day of November 2023.

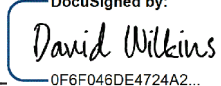
Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

0F6F046DE4724A2...
Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Kyle Brimley, IT Director
Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Job Testing and Video Interview Software (Criteria Corp)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with Criteria Corp in the amount of \$391,590 to provide job testing and video interview software for a 36-month service subscription.

BACKGROUND:

UTA tests and evaluates candidates interested in working for UTA, as part of the selection process. This software program includes testing validation for UTA to ensure the selection process is fair and is measuring the skills in a valid manner. This software also allows a candidate to take testing remotely which saves recruiter and candidate time plus reduces time to fill.

DISCUSSION:

UTA performed an RFP and selected Criteria Corp as the most advantageous proposal to meet UTA Requirements. This will allow UTA to complete the application and interview process timelier and with better evaluation tools. This software will also integrate with other software tools used in the UTA recruitment process. A recent assessment of the UTA Talent Acquisition process by a third party also recommended continuing with testing and assessing.

CONTRACT SUMMARY:

Contractor Name:	Criteria Corp
Contract Number:	23-03765
Base Contract Effective Dates:	January 31, 2024 - January 30, 2027 plus two, one-year options
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$228,000 for base contract plus \$163,590 for two option years. Total of \$391,590
Procurement Method:	RFP
Budget Authority:	Operating Budget

ALTERNATIVES:

Continue to perform applicant evaluations, by requiring applicant to travel to a UTA location to complete the application, and interviews either in person or over the phone.

FISCAL IMPACT:

Budget for annual support of this contract will be accounted for 2023 through 2028 in Operating Budget.

ATTACHMENTS:

Contract



Master Services Agreement

Contract Number 23-03765

THIS AGREEMENT by and between Utah Transit Authority (hereinafter "Customer") and Criteria Corp (hereinafter "Provider" and collectively the "Parties") is made effective January 31, 2024.

WHEREAS, Provider has developed and administers a proprietary web-based human resources service known as Criteria™ that incorporates cognitive aptitude, personality, emotional intelligence, and skills assessments, (hereinafter "Service") and is accessed through www.criteriacorp.com and www.hireselect.com; and

WHEREAS, Customer desires to use the Service as one of its methods of screening job applicants;

THEREFORE, the Parties mutually agree that Customer shall purchase a 36-month Service subscription to make up to 600 new hires for its organization that currently has approximately 2,700 full-time and part-time employees. The Service subscription shall begin on January 31, 2024 at a cost of US \$228,000 (plus tax if applicable) which shall be paid based on the Special Payment Terms below and renewed only upon mutual agreement between the Parties. The Service shall be the Enterprise version with Video Interviewing.

Authority. Each Party represents and warrants that it has the full legal power and authority to enter into this Agreement and agrees to be bound by the Terms and Conditions of Use posted online at <https://www.criteriacorp.com/terms.php> ("TCU").

Amended Terms. Customer has the right to exercise two additional 12-month options of this Agreement. The pricing of each option is listed below under Special Payment Terms. Furthermore, ATTACHMENT A shall be included as part of this Agreement. In the event of a conflict between Attachment A and the TCU, the terms in Attachment A shall govern, but only to the extent of the conflict.

Special Payment Terms: Subscription Fee shall be paid as follows:

1. US \$76,000 Due on or before January 31, 2024
2. US \$76,000 Due on or before January 31, 2025
3. US \$76,000 Due on or before January 31, 2026
4. US \$79,800 Due on or before January 31, 2027 (if Customer exercises fourth year option)
5. US \$83,790 Due on or before January 31, 2028 (if Customer exercises fifth year option)

Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same instrument. The exchange of copies of this Agreement by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of an original for all purposes.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate in West Hollywood, California, on the date written above.

“CUSTOMER”
Utah Transit Authority

Jay Fox
Executive Director
669 W 200 S
Salt Lake City, UT 84101
801-287-4704
jfox@rideuta.com

Kimberly Shanklin
Chief People Officer
669 W 200 S
Salt Lake City, UT 84101 801-287-
2328 kshanklin@rideuta.com

Greg Gerber
Director Talent Acquisition
669 W 200 S
Salt Lake City, UT 84101 801-287-
2331 ggerber@rideuta.com

Alisha Garrett
Chief Enterprise Strategy Officer
669 W 200 S
Salt Lake City, UT 84101 801-287-
2351 agarrett@rideuta.com

“PROVIDER”
Criteria Corp

DocuSigned by:



7A82F35B5D29425...

Name: David Sherman
Title: COO
Address: 750 N San Vicente Blvd. Suite 1500
City,State, ZIP: West Hollywood, CA 90069 USA
Telephone: 310.278.8649
Email: contracts@criteriacorp.com

Kyle Brimley

IT Director

669 W 200 S

Salt Lake City, UT 84101 801-287-

2524 kbrimley@rideuta.com

DocuSigned by:

Mike Bell

70E33A415BA44F6...

Mike Bell

UTA Legal Council

669 W 200 S

Salt Lake City, UT 84101 801-287-

2146 mbell@rideuta.com

10/26/2023



Attachment A

2.1 Use of Information. Criteria may (without limiting Criteria's rights): (a) use PII and Test Response Data to create score reports and other analyses for Customer's use; (b) internally use Test Response Data and Optional Data for item analysis and to further refine and validate normative data ; and (c) use, distribute, publicize, sell, and otherwise exploit Test Response Data and Optional Data, excluding PII, in aggregate anonymized form for the sole purpose of updating and improving the Service, including limiting adverse impact. For purposes of this of this Section 2.1, the parties agree and acknowledge that Criteria's right to sell or distribute Test Response Data and Optional Data is limited to aggregated anonymized Test Response Data and Optional Data sold or distributed as an integrated part of the Services which also include all similar data collected from other Criteria customers surveys. Customer may at any time withdraw Criteria's right to share Customer's job opportunities by changing the settings in Customer's online account.

3. Pricing & Payment. Customer shall pay Criteria the applicable fees on the Order on or before the start of the Term but in no case more than 30 days after Criteria's invoice date. Criteria may issue invoices at any time. All payments shall be in U.S. dollars without any deductions. Unless Customer is a verified tax-exempt entity, Customer is responsible for payment of all applicable duties and taxes related to the Order (including reimbursement to Criteria of any amounts paid by Criteria on its behalf). However, under no circumstances in UTA responsible for payment of state or federal income or sales taxes imposed by statute on Criteria as the seller of services.

7.3 Aggregate & Anonymized Data. Notwithstanding any terms to the contrary in this Agreement, Criteria may use, reproduce, sell, publicize, or otherwise exploit in any way and in its sole discretion Customer Data with the following removed: PII and the names and addresses of Customer and its Users. However, such data shall be used internally for Criteria's own product development and quality control activities, including item analysis, validation of normative data and limiting adverse impact. Furthermore, for purposes of this paragraph 7.3, the parties agree and acknowledge that Criteria's right to sell or distribute such data is limited to aggregated and anonymized Customer Data that is sold or distributed as an integrated part of the Services which also include all similar data collected from other Criteria customers surveys.

9.2 Criteria warrants that its product and service shall be reasonably functional for its intended purpose as described on its marketing site and be free of significant defects in function or availability thereof. Otherwise, the service is provided "as is," and to the maximum extent permitted by applicable law, Criteria, its Affiliates, licensors, third-party content or service providers, Distributors, dealers, and suppliers disclaim all guarantees and Warranties, whether express, implied, or statutory, regarding the Service and related materials, including without limitation any Warranty of fitness for a particular purpose, title, merchantability, and any warranty arising from statute, course of dealing, course of performance, or usage of trade.

9.3 Additional Disclaimers. Without limiting the generality of the provisions of section 9.2 above: (c) Criteria is not responsible or liable for any content posted on or linked from the service; (a) criteria does not warrant or guarantee the accuracy, reliability, completeness, usefulness, or quality of any content in the service; (b) Criteria does not warrant that the service is secure, free from bugs, viruses, interruption, errors, theft, or destruction or that the service will meet customer's requirements; ; d) Criteria is not responsible or liable for the performance of any ATS, including without limitation any ATS that Criteria integrates with the service (e) Criteria is not



responsible or liable for any injury related to data listed in section 2.4 (restrictions on the service and acceptable data); (f) Criteria is not responsible or liable for any loss arising out of or related to customer's use of job postings or other services from Ziprecruiter, inc., including without limitation job postings provided through Criteria through ZR-included orders (as defined in section 2.6, Ziprecruiter credits); (g) criteria is not responsible or liable for any customer hiring practice or employment decision, including without limitation those addressed by section 4.3 (hiring practices), or any loss resulting from use of or reliance on information gathered through the service; and (h) Criteria is not responsible or liable for any failure of the service to interface with or operate in conjunction with any third-party software or hardware. Customer recognizes and agrees that neither Criteria nor the service provides any professional, legal, or employment-related advice.

10. Indemnification.

10.1 Customer's Indemnifications. Customer shall defend, indemnify, and hold harmless Criteria and its Affiliates (as defined in Section 10.4) from any third-party claim, suit, or proceeding arising out or related to Customer's alleged or actual, misuse of, failure to use or wrongful use of the Service. Claims, suits, and proceedings described in the preceding sentence exclude claims listed in Section 10.2 below but include, without limitation: (a) claims by TestTakers and other Users, including without limitation claims alleging wrongful termination, discrimination in hiring, negligence, other wrongs related to employment, or violation of legal rights related to Background Checks, the U.S. Fair Credit Reporting Act, and other applicable laws; (b) claims related to Customer acts or omissions addressed above in Section 4.3 (Hiring Practices); (c) claims alleging that Customer's content/materials as uploaded to the Service by Customer infringe or violate intellectual property or privacy rights or defame or libel any person or entity; and (d) As an instrumentality of the State of Utah, Utah Transit Authority (UTA) is governed by the Utah Governmental Immunity Act (UCA 63G-7-101 et seq.) (the "Act"). Therefore, notwithstanding any other provision of this Agreement, any indemnification or other obligation with regard to assumption of liability or risk undertaken by UTA is subject to the damages recovery ceiling provided under the Act.

10.2 Company Indemnifications. Company will indemnify UTA for any third party actions claiming injury or damages caused by Company's negligent or reckless misuse of UTA provided information or data.

11. Limitation of Liability.

Criteria will not be responsible or liable for any of the following arising out of or related to this agreement: (a) Indirect, incidental, consequential, special, exemplary, or punitive damages; (b) damages in excess of two times (2x) the fees paid by Customer for the service during the 12-month period preceding the Injury giving rise to the claim. Or the liabilities limited by the receding sentence apply: (i) to liability for gross negligence; (ii) regardless Of the form of action, whether in contract, tort, strict product liability, or otherwise; (iii) even if criteria is advised in advance of the possibility of the damages in question and even if such damages were Foreseeable; and (iv) even if customer's remedies fail of their essential purpose. If applicable law limits the application of the provisions of this article 11, Criteria's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Criteria's liability limits and other rights set forth in this Article 11 apply likewise to Criteria's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives. Notwithstanding the foregoing, the limitations of liability contained in this provisions to not apply to Company's indemnify obligations under paragraph 10.2 above.



12. **Dispute Resolution.** (a) This Agreement shall be governed solely by the internal laws of the State of Utah without reference to any principle of conflicts of law that would apply the substantive laws of another jurisdiction to the parties' rights or duties. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Salt Lake City, Utah. (b) To the extent permitted under the applicable law, the parties agree that each may bring claims against the other only in their individual capacity and not as a plaintiff or class member in any purported class action or representative action. Unless both parties agree, no judge or arbitrator may consolidate more than one person's (or entity's) claims or otherwise preside over any form of a representative or class action proceeding. The Parties agree to engage in mediation under the auspices of JAMS prior to resorting to litigation.

13. Termination

- a) **For Convenience:** UTA shall have the right to terminate the Contract at the end of the first or second subscription year by providing written notice to Contractor no later than 90 days prior to the start of the subsequent subscription year, as applicable. UTA can exercise this termination right only under the circumstances where, due to its dependence on taxpayer dollars, UTA's ability to continue forward with subsequent subscription years is constrained by a lack of appropriations, insufficient tax proceeds, or other lack of funding availability. If the Contract is terminated under these circumstances, UTA shall pay Contractor: (i) in full for Software 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. UTA shall also reimburse the contractor for the (x%) discount received on the subscription years not terminated resulting from agreeing to a 3-year subscription. In Year 1, this would be \$12,120. In Year 2, this would be \$16,526. Details about the discount are explained below.

Year 1	\$88,120	13.75%	\$76,000
Year 2	\$92,526	17.86%	\$76,000

- 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 Software 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.

14. Utah Anti-Boycott of Israel Act

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract

15. 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

16. 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.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

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

TITLE:

Contract: Surplus S70 Brake System Parts (Wabtec Passenger Transit)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director execute the purchase order and associated disbursements with Wabtec Passenger Transit in the amount of \$648,763.16 for S70 brake system parts as listed in the purchase order.

BACKGROUND:

In 2010 Siemens contracted with Wabtec Passenger to provide warranty repairs on the braking system for our S70 fleet. Wabtec has had staff on-site at our Jordan River facility since that time, however, the warranty expired in March of 2023. Wabtec owned and maintained an inventory of parts necessary for these repairs at our Jordan River facility.

DISCUSSION:

As a result of the warranty expiration, Wabtec is no longer performing the repairs on the S70 fleet braking system. The inventory that was owned and maintained by Wabtec at our Jordan River facility is no longer needed by Wabtec, and Wabtec has offered to sell this inventory to UTA at a 47% discounted price. There are 121 part numbers with a total inventory value of \$1,223,525.37.

UTA staff has taken over repairs of the S70 braking systems and needs these parts to continue the necessary repairs and maintenance. These parts are used regularly and are considered to be the latest versions of the components. UTA has over 675 S70 calipers in our fleet which will consume the purchased inventory in a

relatively short amount of time.

CONTRACT SUMMARY:

Contractor Name:	Wabtec Passenger Transit
Contract Number:	PO-1132262
Base Contract Effective Dates:	November 8, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$648,763.16
Procurement Method:	Purchase Order
Budget Authority:	Light Rail Operating Budget

ALTERNATIVES:

Send the parts back to Wabtec, then put out individual quotes for parts as part of the inventory requisition process.

FISCAL IMPACT:

These parts are being offered to UTA at a 47% discount. Not purchasing these from Wabtec will most likely result in paying much more later. This is an inventory Purchase. Parts will be expensed against Light Rail budget as they are withdrawn from inventory.

ATTACHMENTS:

Purchase Order

Wabtec Passenger Transit PO Box 536377 Pittsburgh PA 15253-5905			PURCHASE ORDER NUMBER OP	1132262
			PO Number Must Appear On All Invoices And Shipments	
		Utah Transit Authority	VENDOR NUMBER 1343992	PO DATE 10/4/2023
SEND INVOICE TO: AP@RIDEUTA.COM	SHIP TO: ATTENTION: RECEIVING	<i>An Equal Opportunity Employer</i>	ORDER TAKEN BY	FOB *
669 W 200 S SLC, UT 84101	2264 S 900 W Salt Lake City UT 84119	801-287-3008 www.rideuta.com	BUYER Higgins, Jolene M	PAGE NUMBER 1 of 4

Confirmation: Do not Duplicate Utah Transit Authority Is Tax Exempt	Total PO Value: 648,763.16	Ship as soon as possible. Early Shipments Allowed Higgins, Jolene M
---	----------------------------	--

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00325442	10/4/23	656 EA	14756	BLEEDER SCREW CAP	7.0400	4,618.24
2	00325442	10/4/23	931 EA	P971-01	M5 X 0.8 X 12MM LG, GR12.9, ZN	1.2700	1,182.37
3	00325442	10/4/23	17 EA	15533	FITTING, BLEEDER	8.3800	142.46
4	00325442	10/4/23	14 EA	15496	FLANGE, BRAKE, GUIDE PIN BOOT	6.9700	97.58
5	00325442	10/4/23	1525 EA	P200169	O-RING	1.1200	1,708.00
6	00325442	10/4/23	78 EA	14718	SCREW, BLEEDER	10.7100	835.38
7	00325442	10/4/23	62 EA	15534	VAVLE ASSY, BLEEDER	43.5800	2,701.96
8	00325442	10/4/23	17 EA	P700-66	SPRING, DISC	.2100	3.57
9	00325442	10/4/23	11 EA	15963	PLATE, WEAR	2.4700	27.17
10	00325442	10/4/23	389 EA	P150-04	FITTING-LUBE	.4200	163.38
11	00325442	10/4/23	46 EA	P321-06	PIN-COTTER HAIR	3.0300	139.38
12	00325442	10/4/23	5 EA	P769-40	PIN, ROLL, 7/32 X 1.00 INCH LG	.4400	2.20
13	00325442	10/4/23	41 EA	P121-08	SEAL-ROD	27.9900	1,147.59
14	00325442	10/4/23	186 EA	P595-02	CAP-GREASE	.1900	35.34
15	00325442	10/4/23	48 EA	P200-115	SEAL-O-RING	.7200	34.56
16	00325442	10/4/23	259 EA	P720-165	SPRING, COMPRESSION	2.5200	652.68
17	00325442	10/4/23	2 EA	16126	SCREW, PAD HOLDER	11.6800	23.36
18	00325442	10/4/23	10 EA	15489	SCREW AND SEAT ASSY	560.5200	5,605.20
19	00325442	10/4/23	844 EA	P200-21	SEAL-O-RING	.1700	143.48
20	00325442	10/4/23	58 EA	P150-02	FITTING-LUBE	1.0700	62.06
21	00325442	10/4/23	160 EA	P113-15	SEAL-WIPER	3.8700	619.20
22	00325442	10/4/23	19 EA	15521	ROD, PIVOT	102.5100	1,947.69
23	00325442	10/4/23	401 EA	P200-346	SEAL-O-RING	5.3100	2,129.31
24	00325442	10/4/23	23 EA	16144	SPACER, PAD HOLDER	12.9400	297.62
25	00325442	10/4/23	338 EA	P200-58	SEAL-O-RING	.4400	148.72
26	00325442	10/4/23	8 EA	15517	SPACER, PAD HOLDER	20.0400	160.32
27	00325442	10/4/23	75 EA	P934-50	CLAMP, HOSE	9.9600	747.00
28	00325442	10/4/23	27 EA	15934	COVER	15.3500	414.45
29	00325442	10/4/23	135 EA	15933	SCREW, CUTOUT	134.0000	18,090.00

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

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

Wabtec Passenger Transit PO Box 536377 Pittsburgh PA 15253-5905							PURCHASE ORDER NUMBER		1132262		
							PO Number Must Appear On All Invoices And Shipments				
					Utah Transit Authority					VENDOR NUMBER	
1343992		10/4/2023									
SEND INVOICE TO:			SHIP TO:		An Equal Opportunity Employer			ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM			ATTENTION: RECEIVING							*	
669 W 200 S			2264 S 900 W		801-287-3008			BUYER		PAGE NUMBER	
SLC, UT 84101			Salt Lake City UT 84119		www.rideuta.com			Higgins, Jolene M		2 of 4	
30	00325442	10/4/23	1803 EA	P976-37	SCREW-SOC HD CAP			.8500		1,532.55	
31	00325442	10/4/23	314 EA	P976-39	SCREW-SOC HD CAP			2.6600		835.24	
32	00325442	10/4/23	37 EA	15536	RETAINER, WIRE			11.9000		440.30	
33	00325442	10/4/23	30 EA	P720-164	SPRING, COMPRESSION			1.5900		47.70	
34	00325442	10/4/23	153 EA	P501-74	RING, RETAINING (INTERNAL)			3.4500		527.85	
35	00325442	10/4/23	237 EA	P325-68	PIN, DOWEL			2.1500		509.55	
36	00325442	10/4/23	23 EA	15531	SPRING, COMPRESSION			13.8000		317.40	
37	00325442	10/4/23	66 EA	P769-25	PIN-ROLL			.0300		1.98	
38	00325442	10/4/23	148 EA	P769-41	PIN, SPIROL, .5/32 X 3/8-IN LG			.2300		34.04	
39	00325442	10/4/23	147 EA	15515	SCREW, BRAKE PAD HOLDER			194.7000		28,620.90	
40	00325442	10/4/23	226 EA	P867-42	SCREW-SET			.1100		24.86	
41	00325442	10/4/23	69 EA	16172	NAMEPLATE-PT CALIPER-L			.1100		7.59	
42	00325442	10/4/23	113 EA	16173	NAMEPLATE-PT CALIPER-R			18.3800		2,076.94	
43	00325442	10/4/23	1000 EA	P120-01	SCREW, DRIVE NO.0X3/16 INCH			.1700		170.00	
44	00325442	10/4/23	49 EA	P113-17	SEAL, WIPER			2.7700		135.73	
45	00325442	10/4/23	430 EA	P200-332	SEAL-O-RING			2.2100		950.30	
46	00325442	10/4/23	415 EA	P200-343	SEAL-O-RING			.2700		112.05	
47	00325442	10/4/23	232 EA	P161-62	WASHER-FLAT			.2600		60.32	
48	00325442	10/4/23	21 EA	15514	RING, PAD HOLDER			8.4200		176.82	
49	00325442	10/4/23	52 EA	P971-07	SCREW-SOC HD CAP			7.4400		386.88	
50	00325442	10/4/23	66 EA	16128	CAP, END			49.0900		3,239.94	
51	00325442	10/4/23	149 EA	15658	RETAINER, WIRE			3.9400		587.06	
52	00325442	10/4/23	12 EA	P501-73	RING, RETAINING (INTERNAL)			3.6300		43.56	
53	00325442	10/4/23	41 EA	16135	WASHER, TAB			21.2500		871.25	
54	00325442	10/4/23	665 EA	16249	WASHER-TAG			1.8000		1,197.00	
55	00325442	10/4/23	79 EA	P101-03	T-SEAL (ROD TYPE)			14.5800		1,151.82	
56	00325442	10/4/23	149 EA	P121-17	SEAL-ROD			34.6200		5,158.38	
57	00325442	10/4/23	40 EA	P200-210	SEAL-ROD			2.3500		94.00	
58	00325442	10/4/23	580 EA	P101-24	T-SEAL (ROD TYPE)			21.0800		12,226.40	
59	00325442	10/4/23	25 EA	16306	BOOT			8.1300		203.25	
60	00325442	10/4/23	44 EA	P103-24	RING, WEAR			10.5900		465.96	
61	00325442	10/4/23	6 EA	P122-09	SEAL-ROD			15.1400		90.84	
62	00325442	10/4/23	132 EA	16262	SPACER			68.7200		9,071.04	
63	00325442	10/4/23	170 EA	P193-01	SEAL, DOUBLE WIPER			13.5200		2,298.40	
64	00325442	10/4/23	226 EA	P193-02	BEARING, BRONZE, PLAIN			13.8000		3,118.80	

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

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

Wabtec Passenger Transit PO Box 536377 Pittsburgh PA 15253-5905							PURCHASE ORDER NUMBER		1132262
							OP		
					Utah Transit Authority				
VENDOR NUMBER		PO DATE							
An Equal Opportunity Employer					1343992		10/4/2023		
					ORDER TAKEN BY		FOB		
SEND INVOICE TO:			SHIP TO:					*	
AP@RIDEUTA.COM			ATTENTION: RECEIVING						
669 W 200 S			2264 S 900 W			801-287-3008		BUYER	
SLC, UT 84101			Salt Lake City UT 84119			www.rideuta.com		Higgins, Jolene M	
								PAGE NUMBER	
								3 of 4	
65	00325442	10/4/23	357 EA	P593-03	PLUG-HOLLOW HEX PIPE			3.6500	1,303.05
66	00325442	10/4/23	718 EA	P891-16	SCREW-BUTTON HD SOCKET			1.2700	911.86
67	00325442	10/4/23	11 EA	P122-10	SEAL-ROD			40.2800	443.08
68	00325442	10/4/23	272 EA	P1040-01	WASHER, RUBBER			15.8100	4,300.32
69	00325442	10/4/23	487 EA	P132-02	SEAL, DOUBLE WIPER			6.5300	3,180.11
70	00325442	10/4/23	121 EA	16141	WASHER, RUBBER			3.3900	410.19
71	00325442	10/4/23	79 EA	P200-32	SEAL-O-RING			.1500	11.85
72	00325442	10/4/23	58 EA	16127	CAP, COVER PIVOT BRAKE CALIPER			34.5700	2,005.06
73	00325442	10/4/23	14 EA	15487	NUT-SLACK ADJUST,ASSY			629.0500	8,806.70
74	00325442	10/4/23	119 EA	P148-09	BEARING, THRUST, NEEDLE			10.9400	1,301.86
75	00325442	10/4/23	6 EA	15566	STOP-PISTON			114.8600	689.16
76	00325442	10/4/23	1899 EA	P973-43	SCREW-SOC HD CAP			18.0800	34,333.92
77	00325442	10/4/23	601 EA	P975-15	SCREW-SOC HD CAP			6.5200	3,918.52
78	00325442	10/4/23	417 EA	P101-03	T-SEAL (ROD TYPE)			14.5800	6,079.86
79	00325442	10/4/23	25 EA	15962	ARM, HANGER			456.9800	11,424.50
80	00325442	10/4/23	179 EA	15518	PIN, HANGER ARM			285.1800	51,047.22
81	00325442	10/4/23	310 EA	16423	SEAL, DOUBLE WIPER			25.2700	7,833.70
82	00325442	10/4/23	56 EA	15527	SPACER			4.9500	277.20
83	00325442	10/4/23	180 EA	P720-151	SPRING, COMPRESSION			13.9100	2,503.80
84	00325442	10/4/23	3 EA	15477	CAP, END, ADJUSTABLE			77.8800	233.64
85	00325442	10/4/23	45 EA	15628	SPLINE, MALE			135.3200	6,089.40
86	00325442	10/4/23	28 EA	P133-02	SEAL-DOUBLE WIPER			15.7500	441.00
87	00325442	10/4/23	49 EA	P200-26	SEAL-O-RING			.2200	10.78
88	00325442	10/4/23	658 EA	P867-43	SCREW-SET			2.1700	1,427.86
89	00325442	10/4/23	22 EA	P603-07	PLUG-HOLLOW HEX,W/O-RING			4.4700	98.34
90	00325442	10/4/23	139 EA	P809-06	SCREW-SOCKET HEAD CAP			5.4400	756.16
91	00325442	10/4/23	24 EA	15499	BUSHING, GUIDE PIN			13.8600	332.64
92	00325442	10/4/23	81 EA	16130	BUSHING, PUSH PLATE			133.7000	10,829.70
93	00325442	10/4/23	7 EA	15482	CAP-END			248.1500	1,737.05
94	00325442	10/4/23	565 EA	15506	BOOT, GUIDE PIN			5.6700	3,203.55
95	00325442	10/4/23	4 EA	15475	HOUSING, ACTUATOR			641.5900	2,566.36
96	00325442	10/4/23	68 EA	16248	SCREW AND FACE SEAT GEAR ASSY			1500.3700	102,025.16
97	00325442	10/4/23	1406 EA	16137	BUSHING, PUSH PLATE			29.7000	41,758.20
98	00325442	10/4/23	100 EA	15508	PIN, TAPERED GUIDE			55.3200	5,532.00
99	00325442	10/4/23	287 EA	15503	ARM, PIVOT			142.9800	41,035.26

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

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

Wabtec Passenger Transit PO Box 536377 Pittsburgh PA 15253-5905						PURCHASE ORDER NUMBER		1132262	
						OP			
				Utah Transit Authority		PO Number Must Appear On All Invoices And Shipments			
				An Equal Opportunity Employer		VENDOR NUMBER		PO DATE	
						1343992		10/4/2023	
SEND INVOICE TO:		SHIP TO:				ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING						*	
669 W 200 S		2264 S 900 W		801-287-3008		BUYER		PAGE NUMBER	
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com		Higgins, Jolene M		4 of 4	

100	00325442	10/4/23	84 EA	16129	BUSHING, PIVOT PIN	17.8700	1,501.08
101	00325442	10/4/23	362 EA	16136	BUSHING, PIVOT PIN	24.3400	8,811.08
102	00325442	10/4/23	582 EA	15491	PISTON-RELEASE	101.9800	59,352.36
103	00325442	10/4/23	62 EA	15481	PISTON-INNER HALF	652.4200	40,450.04
104	00325442	10/4/23	610 EA	P799-04	BOLT-MOUNTING	22.7900	13,901.90
105	00325442	10/4/23	822 EA	P166-21	WASHER-FLAT,HIGH STR	2.2000	1,808.40
106	00325442	10/4/23	2 EA	15520	ROD, PIVOT	27.4800	54.96
107	00325442	10/4/23	28 EA	15969	BOOT	8.2500	231.00
108	00325442	10/4/23	140 EA	P603-13	PLUG-HOLLOW HEX,W/O-RING	12.9400	1,811.60
109	00325442	10/4/23	795 EA	P200-23	SEAL-O-RING	1.1700	930.15
110	00325442	10/4/23	10 EA	16001	BOLT, ROD ASSY -SUSPENSION 16MM X 2.0	100.9000	1,009.00
111	00325442	10/4/23	10 EA	16008	NUT, FLANGED -SUSPENSION ASSY	50.2200	502.20
112	00325442	10/4/23	9 EA	15479	SPRING, DISC	41.1700	370.53
113	00325442	10/4/23	25 EA	1-61312	SCREW, SHOULDER	6.8700	171.75
114	00325442	10/4/23	41 EA	1-61411	SCREW, PUSH ROD	282.8900	11,598.49
115	00325442	10/4/23	6 EA	15520	ROD, PIVOT	27.4800	164.88
116	00325442	10/4/23	110 EA	1-61306	ROD, PUSH	127.7000	14,047.00
117	00325442	10/4/23	445 EA	P121-09	SEAL-ROD,U CUP	15.2400	6,781.80
118	00325442	10/4/23	26 EA	P976-07	SCREW-SOC HEAD CAP	14.1500	367.90
119	00325442	10/4/23	125 EA	P122-01	SEAL-ROD	32.5800	4,072.50
120	00325442	10/4/23	163 EA	15537	KEY	6.3800	1,039.94
121	00325442	10/4/23	507 EA	P200-311	SEAL-O-RING	.5100	258.57

DocuSigned by:

Mike Bell

70E33A415BA44F6...

10/12/2023

Utah Assistant Attorney General

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

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cherryl Beveridge, Chief Operating Officer
PRESENTER(S): Nathan Hess, Fleet Engineering Supervisor
Lorin Simpson, Special Project Manager-Fleet

TITLE:

Contract: Tire Lease and Service Program (The Goodyear Tire and Rubber Company)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute the contract and associated disbursements with Goodyear Tire and Rubber Company in the amount of \$7,050,525.12 to provide Tires and Service of tires for three years (the base term).. Execution of option years will require future board approval.

BACKGROUND:

UTA's Revenue vehicles require a constant supply of tires to replace damaged and worn-out tires. This contract is to supply tires and tire services from The Goodyear Tire and Rubber Company. They will deliver mounting, dismounting, and balancing tires for all five of our bus garages, while maintaining the inventory and tracking of the tires for failures and billing purposes. Goodyear is a long-standing tire company since 1898.

DISCUSSION:

This procurement was completed as a Request for Proposal (RFP) and resulted in negotiating a contract between Utah Transit Authority (UTA) and The Goodyear Tire and Rubber Company to supply tires and service for all our rubber tire revenue service vehicles.

Solicitation: RFP No. 23-03719

Applicable contracts: 23-03719AB

This contract is for a period of Three (3) years commencing on December 01, 2023, and ending on November 30, 2026, and includes the option of two, one-year extensions which if exercised will have the contract expiring on November 30, 2028. The total for each year is estimated to be \$2,350,175.04 for a total combined price for the Three (3) years estimated at \$7,050,525.12.

The pricing for this contract is estimated based on our current and forecast service levels and is charged per mile for the tires and a separate rate for the service provided as listed in the contract.

Actual monthly bills will be monitored and approved for payment by the Project Manager for the Fleet Engineering Supervisor. Exact amounts will be contingent on number of miles the revenue vehicles run during the year.

CONTRACT SUMMARY:

Contractor Name:	The Goodyear Tire and Rubber Company
Contract Number:	23-03719AB
Base Contract Effective Dates:	December 01, 2023 - November 30, 2026 (base contract)
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$7,050,525.12 (estimated for the base three years)
Procurement Method:	RFP
Budget Authority:	2023 Operation Maintenance Budget and 5-Year Transit Financial Plan

ALTERNATIVES:

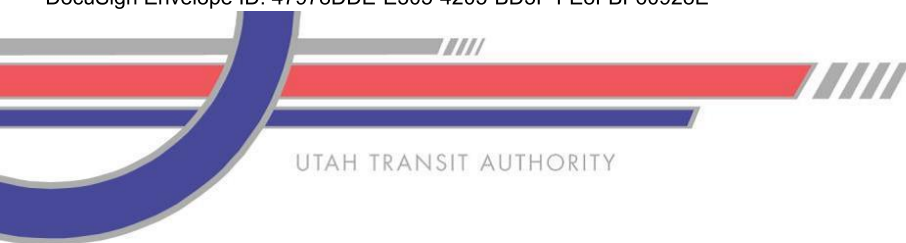
We did have one additional bidder for this contract. After reviewing their proposal UTA determined it would have to change the tire sizes on all our Gillig buses causing us to reprogram the Gillig buses to work properly with a larger tire. Additionally, the evaluation committee did not have confidence in the proposed staffing plan from that proposer.

FISCAL IMPACT:

The contract is for an estimated cost of \$2,350,175.04 annually for 3 years for a total of \$7,050,525.12. The contract has the option of 2 one-year extensions. If the agency decides to exercise the optional years, the Project Manager would return to the board for additional approvals. This Contract will be covered by the COO Tire budget for each of the three years

ATTACHMENTS:

23-03719AB Contract signed



GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #23-03719

Tire Lease Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and The Goodyear Tire & Rubber Company, a Corporation located at 200 Innovation Way D710 Akron, OH 44316-001 (the "Contractor").

RECITALS

WHEREAS, on July 20, 2023, UTA received competitive proposals to provide Tire Lease program, 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 RFP 23-03719AB (the "RFP"); and

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

WHEREAS, The proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a Three (3) year period expiring 3 years after last official signature about, November 30, 2026. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon

providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). 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 Exhibits A and 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. 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 (see Exhibit A). 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:**

UTA acknowledges that title to all tires leased to UTA shall remain at all times with Contractor. No accession of property shall result because of any attachment to the property of UTA.

Contractor warrants that the Goods and Services performed under this Agreement conform to the requirements of this Agreement and are free of any defect of equipment, material or workmanship, including that performed by or supplied by Contractor or any of its subcontractors or suppliers. Contractor shall remedy at its own expense any such defects.

All parts and materials shall initially be new, and in no case will any used, reconditioned or obsolete parts be accepted, with the exception of retread casings.

It is understood and agreed that UTA does not waive any warranty either expressed or implied or any liability of the manufacturer standard warranty and extended warranty.

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.

In no case shall tires of different ownership be mixed on the same bus, provided, however, that tires being "run out" tires may be mixed between axles so long as tires of the same manufacturer and type are used opposite one another, front and rear. This warranty shall extend to and cover the expected service life of the tires supplied hereunder

Any tires or retreads converted from lease to purchase under this contract will be purchased "as-is" and without warranty as to the merchantability, condition, or fitness for a particular purpose.

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

Any copies of 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 copies of 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.

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 relating directly to contractors performance of this agreement, 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 substantially 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 (or self-insured retentions/self-insurance)**

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
- 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". In lieu of policy endorsement, this information may be conveyed on the certificate of insurance.

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". In lieu of policy endorsement, this information may be conveyed on the certificate of insurance.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project or a replacement policy must be issued. 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. UTA is an additional insured on those policies, and should a claim be made and a dispute over coverage arise UTA will **be given** access to the insurance policy **or policies as well as all endorsements** in question. 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, with mutual agreement of the Contractor, 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 third-party 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 reasonable 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 reasonable 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.
- 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.
- e. If Price increases for Tires are requested, UTA will use PPI for tire lease rates PCU32621132621103 comparing the monthly average year over year,
- f. If Price of Services is requested, UTA will use the CPI for mountain area tire services, comparing the monthly average, year over year. CUUR0480SA0,CUUS0480SA0

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 relevant 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 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 Nathan Hess, 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) 287-3615 nhess@rideuta.com.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Amanda Burton, 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)287-3320 aburton@rideuta.com.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, UT 84101
aburton@rideuta.com

If to Contractor:

The Goodyear Tire & Rubber Company
ATTN: Walt Welker or Ed Bowman
200 Innovation Way D710
Akron, OH 44316-0001
Ed_Bowman@goodyear.com
walt_welker@goodyear.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 Nathan Hess/Contractor's Ed Bowman	Five calendar days
UTA's Bryan Sawyer/Contractor's Walt Welker	Five calendar days
UTA's Cherry Beveridge/Contractor's Michele Root GM	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. **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.

33. **AMENDMENTS**

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

34. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by strikes or labor disruptions, 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.

35. **NO THIRD-PARTY BENEFICIARIES**

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

36. **ENTIRE AGREEMENT**

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

37. **COUNTERPARTS**

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

38. **NONWAIVER**

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

39. **NEW VS USED MATERIAL**

With the exception of retread casings, the materials or supplies must initially be new and unused.

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By_____

By_____

By_____

UTA Legal Counsel

CONTRACTOR:

DocuSigned by:
By 
0C35090ED76C412...

Name walt welker

Title Manager Business Operations; Mileage Sale
10/19/2023

EXHIBIT A

LIQUIDATED DAMAGES PAYMENT ADJUSTMENTS

LIQUIDATED DAMAGES

The Contractor hereby agrees that pursuant to the Bus Tire Lease Contract, the Contractor will keep detailed and complete records of the below-specified indicators of service performance. The Contractor shall organize such records in a manner such that the records are readily available for the Authority's inspection, and the Contractor shall provide such records and any supporting documentation to the Authority upon request.

The following procedure will be used by the Authority's staff in noticing and assessing liquidated damages for non-compliance with this Contract:

Assessment Procedure

The Authority will submit notification of the liquidated damage assessment to the Contractor, wherein the Contractor has five (5) business days from receipt of Liquidated Damage Assessment to respond back to the Authority with a corrective action and/or mitigation plan.

The Authority may assess liquidated damages for inadequate performance, such as failure to meet the service requirements listed herein and failure to address in-service failures adequately. This exhibit identifies several performance failures that the Authority anticipates would give rise to the assessment of liquidated damages including the anticipated amounts of liquidated damages for each violation.

The Authority may, at its discretion, assess such damages on a monthly basis and deduct such amounts from the monthly payments due to the Contractor. The Authority will provide the Contractor with prior notice of the liquidated damages to be assessed and will consider documented information from the contractor that outlines any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of the Contractor.

The Contractor will not be held responsible for Liquidated damages caused by fire, riot, acts of god, and/or war or other events, which are beyond that parties reasonable control.

(1) Service – Tire Standards

The Authority may assess \$1,000 per occurrence for each vehicle found to be in non-compliance with any technical tire requirement in this Contract affecting the operability, performance, and safety of the vehicle, when made available to correct non-compliance by pull out (2:30AM MT). For example, proper tread depth, proper balancing, correct tire type, and failure of affected vehicle being available for service before pull the next day after the defect or service need is identified.

(2) Inspections

The Authority may assess \$500 per occurrence for each vehicle found to be in non-compliance of the weekly and monthly inspection requirements described in this Contract.

(3) Winter Change Over

The Authority may assess \$250 per bus per day that does not meet the Winter Change Over requirement described in this Contract, including required completion dates. Assessments of liquidated damages for this item can begin January 1, 2024.

(4) Record Keeping / Reporting

The Authority may assess \$200 per occurrence for each vehicle found not to have complete, accurate and timely records and/or reporting as described in this Contract this does not include submission of winter change over plan or completion of that service. Inaccurate data that is determined by the Authority as intentional will be subject to Termination of Contract as described in this Contract.

(5) Winter Change Over Plan

The Authority may assess \$2,500 per occurrence per day for failure to meet the Winter Change Over Service Plan requirements as described in this Contract in a timely manner.

After the conclusion of each month, the Authority will calculate and notify the Contractor in writing of any liquidated damages to be imposed for that month.

1. If the Contractor disagrees with the liquidated damages imposed, it will respond to the Authority in writing within five (5) days of receipt of the notice and explain any contingencies or reasons for the violation. Unless rescinded based on information from the contractor, all amounts of liquidated damages imposed will be deducted by the Authority from the payment for services otherwise due to the Contractor,
2. Should the amount due to the Contractor for services rendered be less than the liquidate damages assessed for that period, the balance of the liquidated damages will be deducted from future payments due to the Contractor.

*In the event UTA elects to impose a total of \$250,000 in liquidated damages on an accumulated basis the contract will be cancelled.

Exhibit A
Statement of Work

This contract will be for both Tires and Services. All specifications are per RFP 23-03719AB, Goodyear Proposal and negotiations.

The following Goodyear tires will be provided for this Contract:
THE

- ALL POSITION TIRES:
305/85R22.5 Metro Miler G652 RTB
305/70R22.5 Metro Miler G652 RTB
275/70R22.5 Metro Miler G652 RTB
315/80R22.5 Metro Miler G652 RTB
LT225/75R16 Wrangler Workhorse HT
MUD & SNOW / 3PMSF / TRACTION TIRES:
305/70R22.5 Endurance TSD
315/80R22.5 Endurance TSD
305/85R22.5 Precure Retread G182
305/70R22.5 Precure Retread G182
275/70R22.5 Precure Retread G182

Goodyear assures delivery within 30 days after receipt of order by Goodyear's Order Desk (1-800-MILEAGE).
Goodyear to furnishes all valve hardware and repair materials, including use of high-temperature Dill 632 or equivalent metal valve caps and Dill 402AH or equivalent valve cores. Goodyear's Tire Technology tests and certifies all tire repair materials provided during the contract term. Though Goodyear publishes no printed warranty policy for mileage tires, under a Goodyear lease Goodyear replaces (at no additional charge to the Operator) any tires found to be defective due to material defect or workmanship.

STAFFING

Work force will consist of one (1) corporate contract administrator, one (1) corporate HR associate, one (1) region manager, one (1) region operations manager, one (1) area supervisor, one (1) full time account tire maintenance technician supervisor, seven (7) full time tire maintenance technicians and four (4) part time tire maintenance technician or full time equivalent. All associates will be required to meet or exceed qualifications noted in this plan. Summary of authorized representative contact info, including assignments as follows:

Goodyear Authorized Representative	Contact Numbers	Contact Address / Email	Assignment
Welker, Walter (Walt)	O: (330) 796-6792 F: (330) 796-5708	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316-0001 walt_welker@goodyear.com	Contract Manager / Acting Administrator
Phillip, Diana (Diana)	O: (330) 796-7033 F: (330) 796-5708	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH	HR / Employee Relations Specialist

		44316-0001 diana_phillip@goodyear.com	
Bowman, Edward L. (Ed)	C: (951) 258-5163	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316 ed_bowman@goodyear.com	Region Mgr (Field Mgt) HO:Ogden,UT
Teti, Robert (Bob)	C: (954) 818-4242	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316-0001 bob_teti@goodyear.com	Region Ops Mgr (Field Mgt) HO:Colorado
Duran, Gabriel (Gabe)	C: (626) 216-5237 F: (626) 279-6195	The Goodyear Tire & Rubber Co 13351 12 th Street Chino, CA 91710 gabe_duran@goodyear.com	Project Manager (Area Supervisor)
Tire Maintenance Tech Supervisor (TBD)	TBD	TBD	Tire Service Supervisor (Account Mgt)

MANAGEMENT

Monitoring the quality of service and assuring compliance is the responsibility of the Goodyear’s Region Manager and Area Supervisor. This will be accomplished using the following checklists and visits:

- An ‘Inflation Checklist’ will be maintained for UTA’s bus maintenance facility. Tire Maintenance Technician is required to identify which vehicles they air check by recording the date of inspection and their initials. Minimum standards on a number-of-vehicles-per-day basis will be established to assure one hundred percent (100%) of UTA’s vehicles are checked as required.
- ‘Tire Service Checklist’ is required. During management visits at a minimum of once a month for the first six months and once every sixty days thereafter, a checklist will be completed by Goodyear’s Area Supervisor’s and or Region Manager. The Region Manager’s visits will be “unannounced”. A copy of the completed Tire Service Checklists will be provided to the UTA’S Maintenance and/or Project Manager.
- The Area Supervisor will meet with UTA’S staff at least once a month for the first six months and once every sixty days thereafter to assist in educating each other on sources, references, and problems to improve overall efficiency. Goodyear’s Management team will meet with designated UTA’S personnel, at UTA’s designated facilities, twice a year to report contractual performance, issues and solutions.

SUPERVISION

The Area Supervisor will work unilaterally with UTA reviewing and monitoring service requirements and the tire service associate. Meeting UTA’S service needs will include, but will not necessarily be limited to the following:

- Provide off-site tire support in the event the regularly scheduled tire technician is unavailable.
- Supervisory staff will be certified to install and perform tire maintenance services. They will comply with occupational safety and health administration requirements.

- Adjust service hours as required to meet the needs of

UTA.

- Provide a minimum of three (3) contact phone numbers in the event emergency scheduled shift coverage is required.
- Enforce and monitor tire maintenance technician CDL and Forklift requirements.
- Require and enforce Standard Work Rules for all service personnel assigned to this contract. Enforcement handled in a firm but fair manner to assure a satisfactory level of service to UTA.
- Monitor service and repair of previous Contractor's tires until such tires are deemed unfit for service.
- On a monthly basis, check air gauges for proper calibration and note this information on "Tire Service Checklist".
- On a monthly basis, confirm each tire in the fleet is pressure-checked every thirty (30) days and report this information to the UTA's Maintenance and/or Project Manager.
- Monitor UTA's "Tire Application Program" i.e., confirm legible and accurate work performed is recorded.
- On a monthly basis, confirm UTA has provided tire movement information for any and all tire changes, including brake jobs and road calls, performed by UTA'S personnel in order to assure accurate and detailed monthly reports.
- Monitor buses requiring wheel alignment or related defects by reviewing Goodyear's "Abnormal Tire Reports" (B76).
- Confirm torque wrench calibration are checked on all consigned torque wrenches by UTA's "Torque Wrench Tester", witnessed by UTA, a minimum of every three (3) months. Certify that all torque wrenches are calibrated annually by obtaining a record of certification.
- Monitor proper spare stock tire storage and security of spare stock.
- Monitor used and waste tire manifest requirements.
- Monitor bus wheel maintenance program.

TRAINING

A structured, on-the-job "continuum" training program will be required to assure UTA is always provided an efficient comprehensive tire service program. Goodyear staff will review different key service elements from our "Mileage Tire and Retread Service Manual" in detail with our Tire Maintenance Technician, requiring the associate to demonstrate proficiency.

SAFETY

Compliance with the FTA Alcohol and Drug Testing Guidelines established by 49 CFR Parts 655 and 49 CFR Parts 40 as applicable, including pre-employment, reasonable cause, post-accident, return to duty and random testing and all UTA's, Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), and/or OSHA safety requirements shall comply and will be stressed throughout the term. A Safety and Health Inspection will be required at start-up and at least monthly by Goodyear's account tire maintenance technician supervisor, field area supervisory and/or management associates.

TIRE SERVICE REQUIREMENTS (Part 1 – Project Specific Information)

Under Goodyear's will meet or exceed UTA's expectations, and such standards will include:

- Supply and maintain numerically (with customer prefix) branded transit bus tire levels at UTA's five (5) bus maintenance facilities with a minimum of one-half (½) spare transit bus tire, per vehicle, per tire size that meet all regulatory requirements to assure uninterrupted service.
- Monitor tread depths and schedule for service according to DOT specifications i.e., front wheel (steer) minimum tread depth of 4/32 and other than front wheels (rear, center or tag) minimum of 2/32 at any point in the tread configuration.
- Transport tires mounted on rims in Goodyear's company owned service truck, as necessary, between the Meadowbrook facility, the Central facility, the Ogden facility, the Timpanogos facility, and any other future facilities - maintaining an inventory at each of the said facilities.
- Furnish all necessary labor, tools, and equipment.
- Provide seasonal products and services based on RFP# 23-03719, Part 1 – Project Specific Information, Seasonal Information.
- Maintain and repair all tires according to industry standards.
- Provide Siping equipment and perform Siping of at least half (½) depth of the tread on all new original and new recapped center tire ribs - outside tire ribs optional.
- Balance dynamically all bus tires on steer (front) positions with up to 24oz, less for smaller (LT/PASS) tires, wheel changes, rotations, repairing, maintain and correct air pressure, mounting/demounting all consigned tire types, torque wheel lug nuts in accordance with the vehicle manufactures specifications and apply UTA provided torque seal on all next day re-torques when applicable and assure all valve stems are accessible with dual applications 180 degrees apart.
- Deliver / load / unload all new, retreaded and scrap lease tire shipments, as required.
- Maintain outward wheel position appearance by placing clean shiny wheel surface to all outside wheel positions.
- Apply properly matched tires of the same make, model, and size, by position and/or axle, so long as tires of the same manufacturer are used opposite one another.
- Pressure check with tire inflation gauge, visually inspect tread, sidewalls, and entire integrity of tires. Assure that each vehicle in the fleet is pressure checked at least every thirty (30) days. Report all vehicle tire or non-tire related mechanical defects to operating garage Maintenance Supervisor or Bus Mechanic Lead Worker in writing, utilizing Goodyear's "Abnormal Tire Wear Report" (B-76).
- Record legible and accurate work performed in UTA's "Tire Application Program" on a monthly and/or historically basis including, but not limited to; date of service, bus or vehicle number, brand number, reason for removal, inventory (consignment) of tires, comments, vehicles air pressure checked and adjusted, tires removed from service by type, size, wheel position, next day re-torques etc.
- Make available to UTA, upon request, technical services for the purpose of assisting and/or resolving any problems that may arise in connection with the use of any Goodyear tires called for under RFP# 23-03719.
- Be fully responsible for the maintenance and care of all tire service equipment.
- Working area to be clean and free of any safety hazards during working hours and thoroughly cleaned and free of all tools, equipment, and supplies prior to completing and ending scheduled tire service.
- Maintain proper records of removal and remediation of

disposed used and waste bus tires following applicable Utah law regarding the disposal and recycling of all tires.

TIRE FITMENT ACTION PLAN

Goodyear shall maintain all competitor tires, including regrooving and repair of flat tires to keep them in proper operating conditions. Goodyear will continuously use competitor tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said thirty-six (36) month period.

BUS WHEEL MAINTENANCE PROGRAM

Under Goodyear's bus wheel maintenance program, the following standards will meet or exceed UTA's expectations, and such standards will include:

- Tire Service Technicians will sort wheels for reuse, reconditioning or disposal,
- Corrosion will be removed from wheels and hub, flange, and coin holes by use of a scrapper, wire brush, grinder or buffing device,
- Commercially refurbish steel wheel on an "as-needed" basis by picking up steel wheels from UTA Meadowbrook facility, bead blast wheels to remove heavy rust and paint layers, visually inspect wheels for cracks, oblong bolt hole patterns, and other defects that would render the wheels unsafe, powder-coating in a "Metal Mate" Gloss Black (2M6151) or Approved Equal refinish and return refinished wheels with reconditioned valve stem or unfinished defective wheels to UTA's Meadowbrook facility,
- When mounting or dismounting tires with aluminum wheels, tire maintenance technician shall exercise care to prevent damage or scratching. The tire maintenance technician shall place a scrap of carpet or a pad under the wheel to prevent damage when mounting or dismounting tires,
- Aluminum wheels shall be cleaned on both sides on an "as needed" (not polished) basis with UTA provided soap, water, and all necessary equipment, supplies and workspace. No dust or road grime shall be visible on any wheel mounted for service. Aluminum wheels shall be dressed for rim flange wear in accordance with the Alcoa Wheel Service Manual. The Tire Maintenance Technician will notify UTA'S Materials, Maintenance or Project Manager when wheels are no longer suitable for service as determined by use of a rim gauge. All rims confirmed to be non-useable shall be returned to UTA.

TIRE FURNISHED

Tires furnished by Goodyear shall be of sizes and types specified in RFP# 23-03719, Table 1 (pages 19-21), or UTA approved equivalent. All tires shall be of high quality as to the relevant sizes and types of tires, as defined by Goodyear specifications and shall initially be new original all-season tires, new original mud & snow tires, or retread mud & snow tires. Front tires shall be original new tread to comply with all Federal Standards.

TIRE SERVICE EQUIPMENT, TOOLS AND SUPPLIES

(Narrative, Reliability/Availability/Maintainability)

Goodyear's equipment, hand tools and tire supply requirements shall address all elements including support and training for all equipment to successfully comply with RFP# 23-03719 "SCOPE OF WORK / SPECIFICATIONS", Section 2, and any applicable requirements and standards specified by the Williams-Steiger Occupational Safety and Health Act of 1970

(Public Law 91-596), as well as with other applicable Federal, state, and local codes. They shall be derived from partnered industry manufacturers, suppliers and distributors, and support, the user's readiness objectives. Reliability requirements are addressed through R&D and long-term practical application; addressing reliability to assure UTA does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Availability requirements are addressed by pre-planning and partnered industry manufacturers, suppliers, and distributors, allowing for priority demand and supply; addressing availability to assure UTA does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Maintainability requirements shall be addressed by Goodyear's Tire Maintenance Technicians, Account Tire Maintenance Supervisor, Area Supervisor, Region Manager, UTA Management and respective equipment manufacture and be fully responsible for the care, servicing, preventive, and corrective maintenance of the following minimum listed equipment to service:

- Tire Spreader (Ascot/Myers T54)
- Tire Siper (ST Saf-Tee Siper w/ ramp and adapters or equivalent)
- Fleet Service Box Truck or equivalent
- Inflation Stations
- Bus and Vehicle Lifts (UTA Supplied – All Facilities)
- Tire Mounting/Dismounting Equipment (UTA Supplied - Meadowbrook Facility)
- Tire Mounting/Dismounting Equipment (UTA Supplied – Riverside Facility)
- Tire Inflation Cage (3 Bar Minimum Safety Cages)
- Dynamic Balancing Machine (UTA Supplied - Meadowbrook Facility)
- Dynamic Balancing Machine (UTA Supplied - Riverside Facility)
- Impact Wrench and Sockets (CP797-6 & CP731-2 ½ Sq. Dr., misc. socket)
- Cheetah Bead Seater or equivalent
- Torque Wrench (TM600-1 Breakaway or Bluetooth Enabled)
- Tire Management Software and Hardware

WORKFORCE SCHEDULE BY FACILITY

Goodyear will work with each shop to come up with a schedule that works for their needs. Actual hours of coverage may change due to changing bus needs. Shift start times and end times are to be flexible to accommodate bus availability and to ensure repairs are made in a timely manner.

Position Weekly hours

1 Supervisor 40 (1x40)

7 TMT's Full Time (F/T) 280 (7x40)

4 TMT's Part Time or F/T Equivalent 94.5 (4x23.63) Approximately

Meadowbrook Start time / End time	Start Time / Days 8:00 a.m. Monday-Friday	End Time / Days 4:30 p.m. Monday-Friday
Position		
Supervisor		
TMT Full time	4:00 p.m. Tuesday-Saturday	12:30 a.m. Wednesday-Sunday
TMT Full time	4:00 p.m. Monday-Friday	12:30 a.m. Tues-Saturday
TMT Full time	7:00 a.m. Monday-Friday	3:30 p.m. Monday-Friday
TMT Full time	4:00 p.m. Sunday-Thursdays	12:30 a.m. Monday-Friday
TMT Full time	4:00 p.m. Monday-Friday	12:30 a.m. Tues-Saturday

TMT Part time	10:30 a.m. Monday-Friday	3:00 p.m. Monday-Friday
TMT Part time	4:00 a.m. Tuesday-Friday	6:00 a.m. Tuesday-Friday

Exhibit B

Price and Compensation

TIRE COSTING ESTIMATE									
GROUP #	TIRE SIZE	ESTIMATED ANNUAL BUS MILES	NUMBER OF WHEELS	TIRE RATE PER MILE PROPOSAL	ESTIMATED ANNUAL LEASE YEAR 1	ESTIMATED ANNUAL LEASE YEAR 2	ESTIMATED ANNUAL LEASE YEAR 3	ESTIMATED ANNUAL LEASE OPTION YEAR 4	ESTIMATED ANNUAL LEASE OPTION YEAR 5
1	275/70R22.5	756,000	6	\$0.010000	\$45,360.00	\$45,360.00	\$45,360.00	\$45,360.00	\$45,360.00
2	305/85R x 22.5	12,474,000	6	\$0.010000	\$748,440.00	\$748,440.00	\$748,440.00	\$748,440.00	\$748,440.00
3	305/85R x 22.5 or 12R x 22.5	2,016,000	6	\$0.010000	\$120,960.00	\$120,960.00	\$120,960.00	\$120,960.00	\$120,960.00
4	305/70R22.5	1,218,000	6	\$0.010000	\$73,080.00	\$73,080.00	\$73,080.00	\$73,080.00	\$73,080.00
5	305/70R x 22.5	714,000	6	\$0.010000	\$42,840.00	\$42,840.00	\$42,840.00	\$42,840.00	\$42,840.00
6	315/80R x 22.5	2,646,000	8	\$0.010000	\$211,680.00	\$211,680.00	\$211,680.00	\$211,680.00	\$211,680.00
7	225/75R x 16.0	3,510,000	6	\$0.003200	\$67,392.00	\$67,392.00	\$67,392.00	\$67,392.00	\$67,392.00
8	315/80R x 22.5		2	\$0.016726	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	305/85R x 22.5		4	\$0.016726	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESTIMATED YEAR #1 LEASE TOTAL					\$1,309,752.00	\$1,309,752.00	\$1,309,752.00	\$1,309,752.00	\$1,309,752.00
ESTIMATED YEAR #1 SERVICE TOTAL					\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04
ESTIMATED YEAR #1 FULL SERVICE TOTAL					\$2,350,175.04	\$2,350,175.04	\$2,350,175.04	\$2,350,175.04	\$2,350,175.04
Estimated total for Contract					\$11,750,875.20				

SERVICE COSTING ESTIMATE				Estimated Total Miles Per year			23,334,000
Types of Service	Estimated Quantity per year	Service Rate Per Mile	Year 1	Year 2	Year 3	Option Year 4	Option Year 5
General service based on scope of work	N/A	\$0.044560	\$1,039,763.04	\$1,039,763.04	\$1,039,763.04	\$1,039,763.04	\$1,039,763.04
		Rate Per Item					
Comercial Wheel Maintenance	12	\$55.00	\$660.00	\$660.00	\$660.00	\$660.00	\$660.00
Aluminum Wheel Polishing	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Total			\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04

COST PER 1/32ND OF USABLE TREAD FOR RUN OUT, BUY OUT OR DAMAGE INCLUDING CASING CHARGES			
TIRE SIZE	COST PER 1/32		Casing cost
275/70R22.5	\$19.58		\$0.00
305/85R 22.5	\$26.08		\$0.00
305/85R 22.5 or 12R x 22.5	\$26.08		\$0.00
305/85R 22.5	\$26.08		\$0.00
305/70R 22.5	\$28.26		\$0.00
315/80R 22.5	\$31.58		\$0.00
225/75R 16.0	\$16.00		\$0.00
315/80R 22.5	\$44.60		\$0.00
305/85R 22.5	\$26.08		\$0.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Tom Smith, IT Network Support Manager

TITLE:

Contract: Microsoft Azure Software - Additional Hosting Services (SHI International Corp.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with SHI International in the amount of \$525,000 to cover Microsoft Azure services as stated.

BACKGROUND:

The purpose of this request is to ensure the continuation of our critical services and to provide UTA with sufficient time to initiate a broader procurement process for Microsoft services and products.

Several years ago, the UTA Executive Team authorized the rebuild of the aging Transit Management System. During this process, the decision was made to embrace innovative cloud-based technologies, which led to the selection of Microsoft Azure as our cloud platform. This choice has allowed us to modernize our operations, increase efficiency, and better serve our community.

On April 26, 2023 the board approved a contract/purchase order for Azure hosting services in the amount of \$245,000, which was intended to provide services through April 2024. That contract has now been exhausted due to unexpected growth and increased demand for services from the agency. Work being done by the new data strategies team and in-house developed applications supporting the Transit Management System are utilizing these pay-as-you-go services more than previously anticipated.

DISCUSSION:

To address this, the Department of Information Technology is requesting approval of an additional contract/purchase order with SHI International to cover the current open invoices and future usage of Azure services until the end of the current Microsoft Enterprise Agreement on April 30, 2024. Funds from the Transit Management System capital project ICI217 are available and provide budget authority for this new contract.

In preparation for a more sustainable, long-term solution, the next step in our plan is to continue to implement cost controls and release a Request for Proposal (RFP) for a Microsoft Enterprise Agreement for services and products. The RFP process and board presentation is anticipated to be completed by April 2024 to coincide with the current Microsoft Enterprise Agreement expiration, allowing for a more structured and comprehensive approach to our IT service needs.

These services are being procured for a period of one year under State of Utah Cooperative Contract which has an expiration date of September 15, 2026.

CONTRACT SUMMARY:

Contractor Name:	SHI International Corp.
Contract Number:	UTA PO 17121, State Contract AR2488
Base Contract Effective Dates:	9/1/2023 thru 12/31/2024
Extended Contract Dates:	NA
Existing Contract Value:	\$245,000 (previous purchase order)
Amendment Amount:	\$525,000 (new purchase order 17121)
New/Total Contract Value:	\$770,000.00 (combined purchase orders)
Procurement Method:	State of Utah Contract AR2488
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

If the contract is not approved, alternative courses of action will be considered to maintain service continuity. This includes but is not limited to:

Downscale and Delay Projects

FISCAL IMPACT:

Funds for this Azure contract are available in the Transit Management System capital project ICI217. Future

funding for Azure services will be included in the IT operating budget.

ATTACHMENTS:

UTA ORDER 17121 SHI International Corp

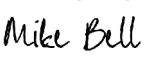
State Contract AR2488 - [Contract Details \(utah.gov\) <https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df>](https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df)

SHI INTERNATIONAL CORP. P. O. BOX 952121 DALLAS, TX 75395-2121			PURCHASE ORDER NUMBER OG	17121
			PO Number Must Appear On All Invoices And Shipments	
		Utah Transit Authority		VENDOR NUMBER 1203348
SEND INVOICE TO: AP@RIDEUTA.COM	SHIP TO: ATTENTION: RECEIVING	<i>An Equal Opportunity Employer</i>	ORDER TAKEN BY TEAM SHI	FOB *
669 W 200 S SLC, UT 84101	3600 S 700 W Salt Lake City UT 84119	801-287-3008 www.rideuta.com	BUYER Wilson, Rick V	PAGE NUMBER 1 of 1

Confirmation: Do not Duplicate Utah Transit Authority Is Tax Exempt	Total PO Value: 525,000.00	Ship as soon as possible. Early Shipments Allowed
---	----------------------------	---

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00012324	9/26/23	1 EA	40-2217.68912	Azure Hosting costs For Tom Smith	525000.0000	525,000.00

Conditional on UTA Board Of Trustees approval
Per Utah State Contract AR2488

DocuSigned by:

 70E33A415BA44F6...

10/3/2023

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

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director Capital Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-121 - S-Curve Guard Rail Procurement (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #23-121 to the on-call maintenance contract with Stacy and Witbeck, Inc. and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$518,081 to procure the required guard rail to be installed at the S-Curves on the University line, on curve #137 and curve #239.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years (with 2 option years) and will be coming up for re-procurement in 2024.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair.

DISCUSSION:

UTA Staff is requesting approval of task order 23-121 with Stacy and Witbeck, Inc. in the amount of \$518,081. The scope of this request is to procure the required guard rail to be installed at the S-Curves on the University line, on curve #137 and curve #239. This guard rail will take the place of the currently installed restraining rail.

The Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-121
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Option Year 1 - January 1, 2024 through December 31, 2024
Existing Contract Value:	\$30,409,878.00
Amendment Amount:	\$518,081
New/Total Contract Value:	\$30,927,959.00
Procurement Method:	RFP best value task order
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

There are no alternatives. The current restraining rail is not recommended.

FISCAL IMPACT:

This budget is included in the 2023-2027 Capital Program

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO23-121 - S-Curve Guard Rail Procurement

Status	Draft	Assignees	Jared Scarbrough, Jacob Wouden
Created Date	Oct 5, 2023	Issued Date	
		Location	23-121 S-Curve Guard Rail Procurement

TASK ORDER IDENTIFICATION

Contract No	20-3349	Account Code(s)	20-7385.63000.1010
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/21

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order is hereby attached and incorporated into this Task Order

[TO23-121 UTA Scope.pdf](#)

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

[23-631 - S-Curve Guard Rail Procurement - Scope Letter and Price Proposal\[48\].pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is

12/31/23

The Final Acceptance Date for this Task is

12/31/23

3.0 LUMP SUM PRICE

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of

\$518,081.00

Independent Cost Estimate (ICE) link, if applicable

[TO23-121 ICE.pdf](#)

This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the original contract rates.

No

This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval.

Yes

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

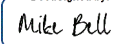
IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures

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

Signature (Legal)

By:  _____
DocuSigned by: 70E33A415BA44F6...

PM Approval

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

Signature (Project Manager)

By: _____

Name: _____

Title: _____

Date: _____

Director Approval

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

Signature (Director)

By: _____

Name: _____

Title: _____

Date: _____

Signature (Procurement)

By: _____

Signature (Chief Service Development Officer)

By: _____
 David Hancock, Chief Service Development Officer

Date: _____

Signature (Executive Director)

By: _____
 Jay Fox, Executive Director

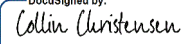
Date: _____

COMPANY:

COMPANY:

Stacy and Witbeck, Inc.

Signature (Contractor)

By:  _____
DocuSigned by: ACA3AD62606B4E2
 Date: 10/16/2023

Stacy and Witbeck

September 27, 2023

On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-631 - S-Curve Guard Rail Procurement

Dear Jake:

We are pleased to provide the attached cost estimate to procure the required guard rail to be installed at the S-Curves on the University line, on curve #137 and curve #239. This guard rail will take the place of the currently installed restraining rail.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$8,244.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable. Includes time for SWI quality manager to perform material receiving certification as materials arrive.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$1,173.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 4000 – Procure Guard Rail – S-Curve – 1 LS – Total of \$472,519.00 – This bid item includes the cost to purchase the guard rail for Curve #137 and Curve #239 on the University Line. The trackwork will be shipped via multiple truck loads to Salt Lake City and offloaded at UTA’s Beck Street Yard. This bid item also includes time for Stacy and Witbeck crews to unload and safely store the materials.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$36,145.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$518,081.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	8,244.00	8,244.00
2000	Safety Program & Administration	1.000	LS	1,173.00	1,173.00
4000	Procure Guard Rail - S-Curve	1.000	LS	472,519.00	472,519.00
Subtotal					\$481,936.00
100000	Fee (7.5%)	1.000	LS	36,145.00	36,145.00
Bid Total =====>					\$518,081.00

voestalpine Railway Systems Nortrak LLC.

1740 Pacific Avenue
Cheyenne, Wyoming, USA 82007
T. 307-778-8700
F. 307-778-8777
www.voestalpine.com/nortrak

Date: 05/02/2023

Customer: Stacy Witbeck

Contact: Cort Beesley/Collin
Christensen

Email: cbeesley@stacywitbeck.com

Phone: 801.953.9760

Quote No: DP2024-011v2

Project: Curved Guard Rail

Sales Contact: Dan Pauli

Email: Dan.pauli@voestalpine.com

Phone: 307-421-2750

Dear Cort and Collin,

Please see our quote below for the curved guard rails for 137 and 239.

Qty	Description	Unit Price	Ext Price
1	Guard Rail Pack DF Packaged Complete with no ties for curve 137 DFplate/chair spaced 29.75" OC. Up to 450 LF precurved U69 rail only	\$209,180	\$209,180
1	Guard Rail Pack DF Packaged Complete with no ties for curve 239 DFplate/chair spaced 29.75" OC. Up to 466 LF precurved U69 rail only	\$214,489	\$214,489

CONDITIONS OF ACCEPTANCE:

1. Quotation Term:

- 1.1 Pricing given in this quotation is firm for 60 days.
- 1.2 This quote is Not Buy America compliant.
- 1.3 Quote is based on the attached Terms & Conditions
- 1.4 Pricing is based on scope of work being ordered. If quantities or items change then price and lead time are subject to change.
- 1.5 Price does not include the cost of a supply bond. If a supply bond is needed then we can obtain one at the expense of the customer. We do not issue payment bonds.

2. Payment Terms:

- 2.1 Net 30 days from receipt of Invoice. Subject to credit approval at time of order.

3. Taxes:

- 3.1 Price quoted **does not** include any taxes, but can be added at time of invoicing at the current rate.

4. Delivery:

- 4.1 Lead time: ~~300-390 days from receipt of order~~ Materials to be delivered by Mid September 2023
- 4.2 Final delivery will be confirmed at time order is placed.

5. Freight:

- 5.1. Freight is FOB Salt Lake City, UT. Unloading is not included.

6. Specifications:

- 6.1 Ref drawing A99-31703

7. Inspections:

- 7.1 Nortrak is not hiring any 3rd party testing agencies or inspectors. All QA will be per Nortrak's current Quality Assurance manual and practice using internal certified employees.

We appreciate the opportunity to bid on this project. If you have any questions or need more information please give me a call.

Sincerely:

voestalpine Railway Systems Nortrak LLC

A handwritten signature in black ink, appearing to read "Dan Pauli".

Dan Pauli
Regional Sales Manager



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-115 - Rice Interlocking Double Crossover Design (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #23-115 to the on-call maintenance contract with Stacy and Witbeck, Inc. and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$245,299 for design of the embedded concrete track slab at Rice Interlocking on the University Line.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three years (with 2 option years) and will be coming up for re-procurement in 2024.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality
- Automobile cross-traffic ride quality

- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of task order #23-115 with Stacy and Witbeck, Inc. to have Sener design the embedded concrete track slab for the new double crossover trackwork proposed to replace the current special trackwork at Rice Interlocking on the University Line.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-115
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Option Year 1 - January 1, 2024 through December 31, 2024
Existing Contract Value:	\$30,927,959
Amendment Amount:	\$245,299
New/Total Contract Value:	\$31,173,258
Procurement Method:	RFP best value task order
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Without the design work, the improvement project of Rice Interlocking (procurement of materials already approved in TO23-105) would have to be put on hold. This would lead to deferring maintenance, which could lead to slow orders and delayed service. Eventually, a failure to proceed could cause safety issues.

FISCAL IMPACT:

This budget is included in the 2023-2027 Capital Plan

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO23-115-R1 - Design - Rice Interlocking Double X-Over

Status	Draft	Assignees	Jacob Wouden
Created Date	Aug 21, 2023	Issued Date	
		Location	23-115 Design - Rice Interlocking Double X-Over

TASK ORDER IDENTIFICATION

Contract No	20-3349	Account Code(s)	20-7385.63000.1010
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/21

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order is hereby attached and incorporated into this Task Order

[23-617-R2 - Design - Rice Interlocking Double X-Over - Scope Letter and Price Proposal.pdf](#)

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

[TO23-115 UTA Scope.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is

12/31/23

The Final Acceptance Date for this Task is

12/31/23

3.0 LUMP SUM PRICE

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of

\$245,299.00

Independent Cost Estimate (ICE) link, if applicable

[Rice Design ICE.pdf](#)

This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the original contract rates.

No

This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval.

Yes

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

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

Signature (Legal)

DocuSigned by:
 By: Mike Bell
 70E33A415BA44F6...

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

Signature (Project Manager)

By: _____
 Name: _____
 Title: _____
 Date: _____

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

Signature (Director)

By: _____
 Name: _____
 Title: _____
 Date: _____

Signature (Procurement)
 By: _____

Signature (Chief Service Development Officer)

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

Signature (Executive Director)
 By: _____
 Jay Fox, Executive Director
 Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)

DocuSigned by:
 By: Collin Christensen
 ACA3AB62608B4E2
 Date: 10/17/2023

Stacy and Witbeck

October 9, 2023

On Call Services

Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-617-R1 - Design - Rice Interlocking Double X-Over

Dear Jake:

We are pleased to provide the attached cost estimate to have Sener design the embedded concrete track slab for the new double crossover trackwork proposed to replace the current special trackwork at Rice Interlocking on the University Line.

Exclusions:

- See attached proposal and Key Understandings
- Signal, Comm., or Traction Power Design

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- Rail alignment and elevation are to be constructed per the original UTA drawings/as-builts provided by UTA.
- See attached Sener proposal for additional clarifications.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$8,080.00 – This bid item includes Stacy and Witbeck support from field engineer to manage coordination with Sener. The field engineer will also perform pre-task planning and coordination with Sener and UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 4000 – Rice Interlocking Double X-Over Design – NTE – Total of \$228,186.00 – This bid item includes a not to exceed cost to have Sener provide an embedded track slab design using existing horizontal and vertical geometry as shown in the as-built drawings provided by UTA. The slab design will include required slab reinforcement, as well as subgrade requirements per current UTA specifications and standards. Sener will also perform a drainage analysis of the current drainage system and provide

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

design for any modifications required to drain the project limits. Please see attached detailed design scope and proposal. Sener has included some time for interface with their design and the Comm, Signal, and Traction Power design provided by RMSS, but will not be providing design for those components.

At such point design efforts exceed \$200,000.00 from the designer, a change order to Stacy and Witbeck will be required to cover such costs. These design efforts may include DSDC.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$17,113.00 – This is the agreed 7.5% GMGC fee.

The total price for this scope of work is **\$245,299.00**.

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

10/09/2023
23-617-R1
*** Collin Christensen, CC

13:43
Design - Rice Interlocking Double X-Over
BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	8,080.00	8,080.00
4000	Design - Rice Interlocking Double X-Over	1.000	LS	220,106.00	220,106.00
Subtotal					\$228,186.00
100000	Fee (7.5%)	1.000	LS	17,113.00	17,113.00
Subtotal					\$245,299.00
Bid Total					\$245,299.00

UTA On Call Design Services – Rice Interlocking crossover replacement

UTA On Call Design Services

Rice Interlocking crossover replacement



Technical & Financial Proposal

**Stacy and
Witbeck**





UTA On Call Design Services – Rice Interlocking crossover replacement

Control de firmas / Signature Control

Realizado	Aprobado
Written	Approved
Nombre y Apellidos / Name and Last Name	Nombre Apellidos / Name and Last Name
Roberto Rodríguez Illanes Álvaro Relaño	Mercedes Sierra
Fecha y Firma	Fecha y Firma
Date and Signature	Date and Signature

No precisa firma si está aprobado electrónicamente mediante ruta / Signature not needed if electronically approved by route

Información del Documento	
Document Information	
Document nº	UTA_Crossovers
Ref.	C0410210

W

Registro de cambios / Changes Record

© SENER Engineering and Systems, Inc. - Los Angeles, 2023



UTA On Call Design Services – Rice Interlocking crossover replacement

INDICE / TABLE OF CONTENTS

1 SENER COMPETENCE.....5

2 PROJECT BACKGROUND AND UNDERSTANDING6

3 SCOPE OF THE DESIGN SERVICES7

3.1 ASSUMPTIONS7

3.2 DETAILED DESIGN DRAWINGS7

3.3 DETAILED DESIGN REPORTS8

4 SCOPE OF THE DESIGN SERVICES DURING CONSTRUCTION (DSDC)9

5 PROJECT ORGANIZATION AND PROPOSED STAFF 10

6 SUMMARY OF TASKS AND WORK PACKAGES 12

6.1 DETAILED DESIGN DRAWINGS 12

6.2 DETAILED DESIGN REPORTS 12

6.3 DSDC..... 12

7 SCHEDULE 13

8 COST PROPOSAL..... 14

8.1 ASSUMPTIONS 14

8.2 LUMP SUM FEE 14

8.3 DETAILED DESIGN LUMP SUM PAYMENT SCHEDULE 14

8.4 DSDC TIME & MATERIAL FEES PROPOSAL..... 14

8.5 TERMS AND CONDITIONS 14

Annex 1 – Curricula vitarum

UTA On Call Design Services – Rice Interlocking crossover replacement

1 SENER COMPETENCE

SENER is a privately held engineering and technology group with over 60 years of global operational experience.

With a footprint that spans five continents and global revenue of over 375M EUR (80% outside of Spain), SENER operates in a broad range of markets, including infrastructure and transportation, aerospace, renewables, power, oil & gas, and marine. Combining local knowledge with international experience, SENER's 2,400+ professionals deliver innovation, quality, and efficiency for clients worldwide.

SENER's main characteristics are **Independence** (SENER is not attached to any construction, manufacturer or financial group, which allows us to provide professional and independent services to our clients), **Innovation** (through the achievement of the highest technological level in all our products), and **Commitment to Quality**.

SENER has delivered transit technical services (including design, planning and project management) for about 1,200 km of lines, in more than 70 different transit networks.

SENER has experience and references in all engineering tasks related to transit projects, from civil design to systems integration, including, track, traction power, comms, and train control system.

Our team's design experience working in the highly regulated rail & transit environments is unparalleled. Our approach advocates on collaboration to add value to the design, relying on our ability to listen, but at the same time sharing our knowledge from past experiences around the world.

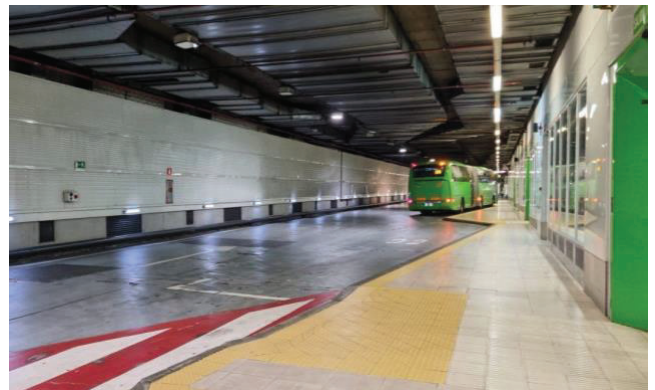


Global Recognition for Innovation

SENER has a long history in railway innovation, helping the industry evolve. From new construction techniques for the tunnels and stations for the Bilbao Metro in the '80s, to the state-of-the-art dynamic lateral wind detection system for the High-Speed Rail System in Spain, SENER has been present in dozens of R&D programs and partnerships.

SENER offers a know-how and experience in civil engineering, in combination with specific, most advanced technologies applicable in the transport sector. Technology application is directly linked to SENER's innovation spirit. Innovation is one of SENER's corporate values. Some examples of this innovation applied to transportation systems are:

- **RESPIRA**, an intelligent HVAC management system that uses Artificial Intelligence (AI) to **improve energy efficiency, thermal comfort and air quality** in buildings and stations.



- **BLOCKSAT**, an innovative traffic Management system to manage the railway operations within low density traffic lines.

UTA On Call Design Services – Rice Interlocking crossover replacement

2 PROJECT BACKGROUND AND UNDERSTANDING

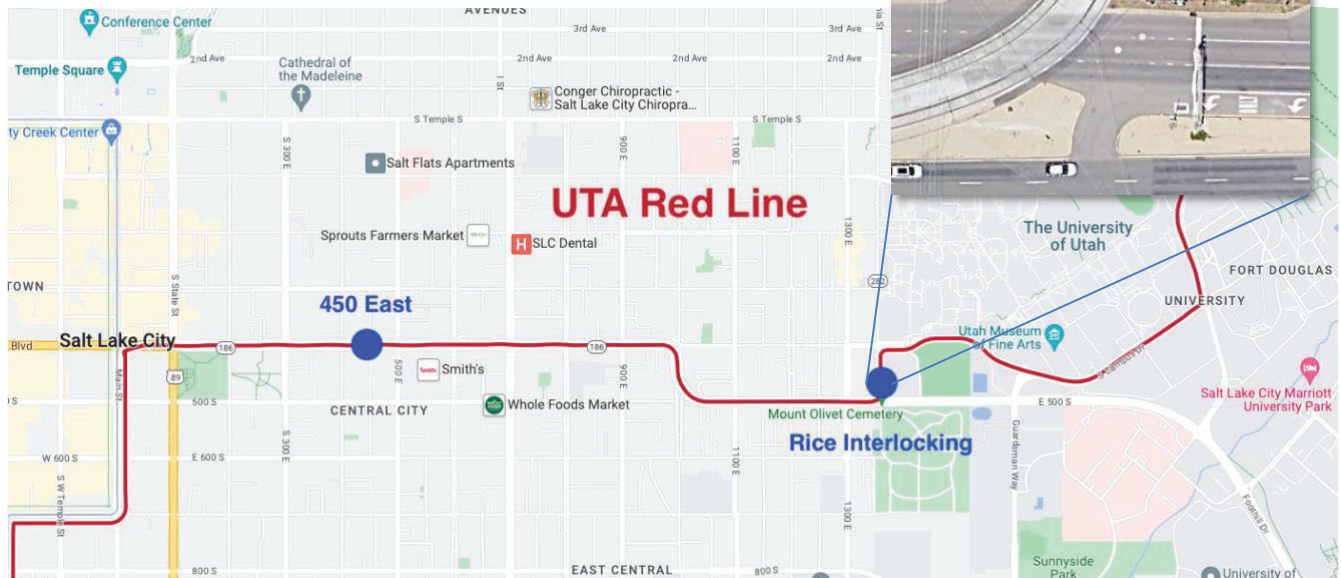
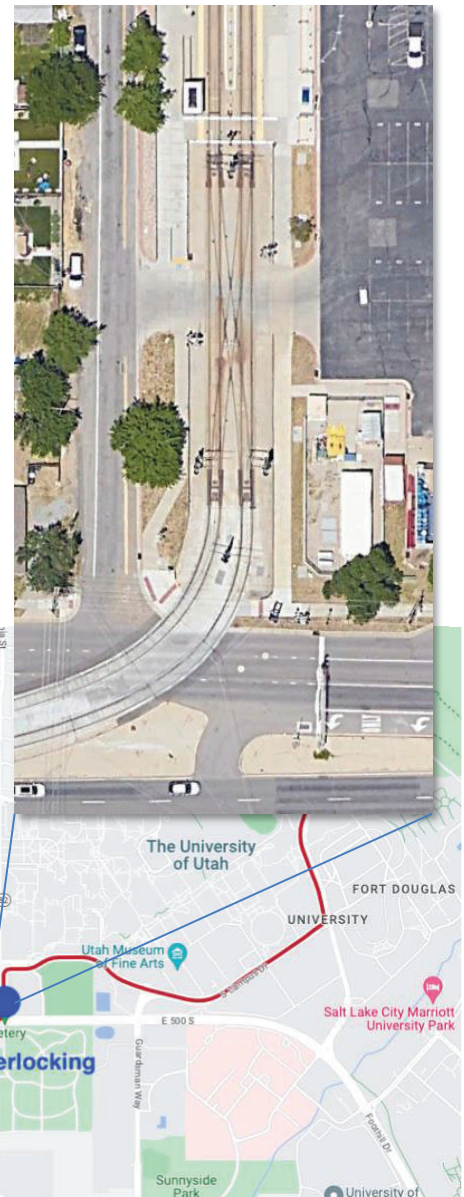
The Red Line is a light rail line on the TRAX system in the Salt Lake Valley of Utah operated by the Utah Transit Authority (UTA). It originally began operation in December 2001 as the Sandy/University Line, running from the University of Utah south to Sandy Civic Center on the Blue Line. It was later rerouted to South Jordan and renamed the Red Line in August 2011. The current line runs from the University of Utah Medical Center in Salt Lake City through the south end of Downtown Salt Lake City, South Salt Lake, Murray, Midvale, West Jordan, and South Jordan to the University of Utah's South Jordan Medical Center in Daybreak.

The focus area of this study on the Red Line is a specific location:

Rice interlocking is currently an embedded track, double crossover, with powered switch machines. UTA is planning to replace it with a solution with a similar configuration.

The tracks are now 20 years old at these locations, and they have begun to show some wear.

Stacy Witbeck has requested SENER to provide a proposal for the detailed design services needed to procure and install these two new crossovers and remove the existing ones.



UTA On Call Design Services – Rice Interlocking crossover replacement

3 SCOPE OF THE DESIGN SERVICES

3.1 Assumptions

3.1.1 Input data

To produce a detailed design for the project, it is crucial to have access to all the data used in previous phases of the design, at least:

- detailed embedded track drawings and specifications, specific for this project,
- detailed alignment of the track, including plan, profile and superelevations,
- all as-built drawings and reports,
- field inspections reports,
- track maintenance reports,
- latest field surveying and topography campaign,
- existing drainage elements,
- geotechnical report of the trackbed,
- design loads (axle loads),
- operations plan,

Also, the following input data needs to be available before the design starts:

- detailed (1":40') topographic map of the project project area, including cross sections of the track each 50' and concise coordinates of all drainage elements, cable duct lines, manholes and any other element contained within the track ROW between the limits of the project.
- Survey data control plans

3.1.2 Interfaces

The design of the necessary civil elements required for other rail systems (traction power, OCS, train control system, comms) is not included in the scope of this proposal (conduits, manholes, etc.). However, the necessary coordination and interface resolution with the designated contractor in charge of this scope is included.

3.1.3 Submittals & review cycles

SENER is assuming the following scheme for the document review cycle (within the 1.5-month period):

1. **Draft 90%** design submittal issued for 1 cycle of revision by SW. Assumes a ONE-week revision period by SW.

2. **Final Design** submittal with SW comments addressed.

A Bill of Quantities report will be produced, but no cost estimation will be prepared.

Preparation of separate submittal packages for third parties or stakeholders is not included.

3.2 Detailed Design Drawings

3.2.1 Track plan & profile

This set of drawings define the geometry of the tracks and the crossovers elements.

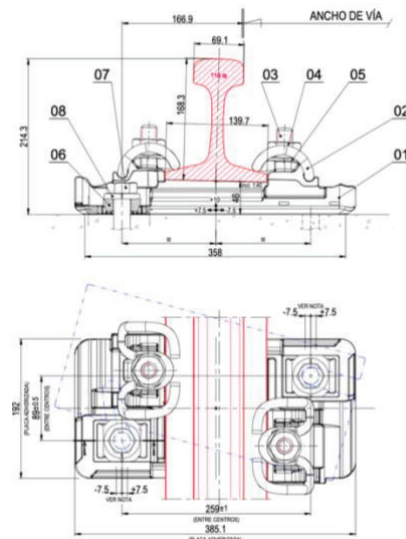
3.2.2 Typical Cross Sections

Typical cross sections drawings will be provided for all situations encountered in the project. These cross sections will detail the different dimensions of the new track cross section, including subbase, base and the track slab.

3.2.3 Track Components Drawings

These drawings will contain details for the track components provided by suppliers, like:

- Rail sections
- Rail fastenings
- Details of rail fastening anchorage to the slab



UTA On Call Design Services – Rice Interlocking crossover replacement

3.2.4 Concrete track slab

This set of drawings will define the concrete slab dimensions, steel reinforcement and construction details, notes and specifications.

3.2.5 Track drainage

This set of drawings will define the drainage system for the new track design, including gutters, catch water drains, drainpipes, French drains, plus the connection to the general storm drainage system of the City.

3.2.6 Earthing and bonding

Earthing and bonding helps to avoid corrosion due to stray currents by providing a low resistance path for the stray current to flow to ground. The earthing and bonding design of the track in this section will be revised to minimize this issue, and the appropriate measures will be defined in this set of drawings.

3.3 Detailed Design Reports**3.3.1 Slab track design validation**

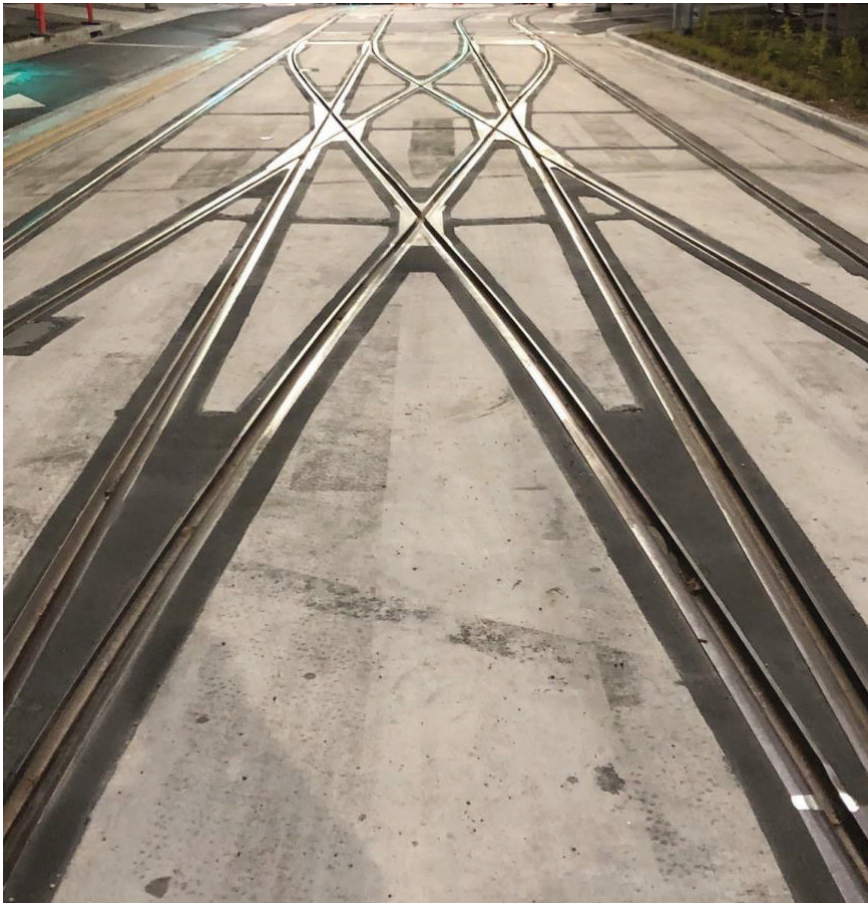
This report will include all the calculations needed to validate the concrete slab track structural design.

3.3.2 Drainage report

This report will include all the calculations needed to validate the track drainage system design, if needed.

3.3.3 Bill of Quantities

This report will compile the bill of quantities of the materials and components needed for the construction.





UTA On Call Design Services – Rice Interlocking crossover replacement

4 SCOPE OF THE DESIGN SERVICES DURING CONSTRUCTION (DSDC)

After the Detailed Design phase has finalized, SENER will provide Design Services During Construction to support the project until its completion.

In this phase, SENER shall provide, on a *Time and Material* basis, professional engineering services as follows:

- Prepare, provide, review, and/or approve, field changes to complex designs, project drawings and specifications associated with the project including, but not limited to, Issued for Construction (IFC) plans and specifications.
- Prepare designs in response to Design Change Requests (DCR's) or Field Changes Requests (FCR's) including calculations, drawings, or professional analysis, as required.
- Review, respond and/or approve Request for Information (RFI) or Approval (RFA) submittals involving shop drawings, material data information and specifications and/or samples, and recommend appropriate action based upon project requirements and specifications.
- Manage, coordinate, and verify the recordation of the Project's as-built situation including, but not limited to, reviewing, processing, and/or documenting (red-lining) as-built drawings to ensure that all changes during the course of construction are recorded.
- Coordinate with other subcontractors, material suppliers, and potential tradesmen working for the Contractor, as a representative of the Contractor regarding the execution of the Project.
- Provide field inspections and observations to ensure conformance with all Project plans and specifications at the direction of Contractor representatives.
- Represent the Contractor in the professional resolution of design and specification conflicts encountered during the course of construction and develop cost effective solutions without effecting the quality and functionality of the Project deliverables.
- Interpret/verify the intent of Project construction drawings and specifications with field personnel and confirm understanding of the design to ensure the most effective execution of the Project.
- Coordinate and interface with SW, UTA, other subcontractors, and other entities and subsystems related to the Project (civil, rolling stock, traction power, OCS, train control systems and comms).

UTA On Call Design Services – Rice Interlocking crossover replacement

5 PROJECT ORGANIZATION AND PROPOSED STAFF

The experience and know-how SENER staff will cover the full range of the required relevant expertise to perform and successfully deliver the services.

The key staff presented below has proven experience in successfully supporting clients during bid stage. Our team is used to work hard under tight schedules and time constraints, and to plan and coordinate internal and client's teams and efforts.

All SENER staff to be involved in these services will do every effort, be dedicated, and make itself responsible to provide a satisfactory advice to the UTA On Call team.

Key staff:

Role	Name	Exp. (yrs)
Design Manager	Álvaro Relaño, PE	34
Deputy Design Manager	Roberto Rodríguez, PE	20
Track Lead	Raúl Arroyo	19
Integration Lead	Juan Ángel García-Cifo	6
Structures Lead	Manuel Francisco Báez	16
Drainage Lead	Miguel Jerez	15



Álvaro Relaño, PE is a Professional Engineer in Utah (amongst other states) with 34 years of experience as Project and Design Manager. He is a renowned rail expert that has successfully contributed over the last three decades to the planning, design and implementation of rail & transit infrastructures internationally. Álvaro's experience includes projects encompassing all the disciplines (civil, track and systems) and he has a deep knowledge of the interfaces, being able to anticipate problems derived from the integration of the different railway systems.



Roberto Rodríguez, PE is a Professional Engineer in CA based in LA and will be the Deputy Design Manager. He will lead the design team, carrying out and being responsible for the content of the work and the timely production and submission of the deliverables for every Task. Roberto is a Civil Engineer with 20 years of experience managing and coordinating railway infrastructure projects, both in the private sector working for SENER, as well as in the public sector, managing rail contracts working for the Spanish Railways Infrastructure Manager (ADIF). Two of his areas of expertise are rail track design and FL & Safety facilities for tunnels.



Raúl Arroyo is an expert in Track Technology and Manager of multidisciplinary contracts related to this area of activity. He has extensive knowledge in railway dynamics, ballastless track and ballasted track, anti-vibration solutions (floating slab tracks and ballast mats), EN and AREMA regulations, vibrations, noise, railway pathologies, track materials, instrumentation, signal analysis and post-processing, simulation, validation and approval of railway fastening systems, buckling, railway inspections and auscultations, obstacle implementation gauging and railway interoperability.



Juan Ángel García-Cifo is a Civil Engineer with a Masters in Railway Systems with 6 years of experience in the railway sector. He has experience working on energy, infrastructure, control-command and signaling subsystems. Extensive knowledge in CE certification (European regulation) and commissioning of high-speed rail projects working for the Spanish rail infrastructure administrator (ADIF). He also has experience in railway safety life cycle and standards (CENELEC) in international projects (Egypt, Brazil) CBTC and ERTMS technologies (track and on board).



Manuel Francisco Báez is a Civil engineer with 16 years of experience in structural and track design. He has a Master degree in Seismic Engineering: Dynamics of Soils and Structures at the Polytechnic University of Madrid (UPM), and a Master degree in Structural Engineering at the Technological Institute of Santo Domingo (INTEC). Manuel has broad knowledge of

UTA On Call Design Services – Rice Interlocking crossover replacement

slab track systems and has experience in designing structural solutions for them.



Miguel Jerez is an Agricultural Engineer Project Management Professional, with 15 years of experience in the fields of climatology, hydrology and drainage. He has developed his professional career in the infrastructure sector, mainly in linear works (railways and highways) and structures (bridges, stations and airport terminals). His technical specialty is the study, design and dimensioning of drainage elements and complementary works necessary for the proper functioning of the collection, conduction and drainage systems of rainwater and/or fluvial water in infrastructures, structures and buildings.

In addition to the key staff presented above, SENER will provide a complete set of specialists that will be available on-demand to carry out the specific analysis and studies or clarify any doubts as they may arise during the services.

Services under this proposal are assumed to be performed in Los Angeles (CA), Las Vegas (NV) and Spain.

Also, to complement the scope of services that SENER can provide to this project and focusing on the regional knowledge of other rail stakeholders, SENER is open to collaborate with other third parties.



6 SUMMARY OF TASKS AND WORK PACKAGES

6.1 Detailed Design Drawings

- WP 2.1 Track plan & profile
- WP 2.2 Typical Cross Sections
- WP 2.3 Track Components Drawings
- WP 2.4 Concrete track slab
- WP 2.5 Track drainage
- WP 2.6 Earthing and bonding
- WP 2.7 Interface with the Train Control System

6.2 Detailed Design Reports

- WP 3.1 Slab track design validation
- WP 3.2 Drainage report
- WP 3.3 Bill of Quantities

6.3 DSDC

Work packages will be defined in later stages, based on the proposed scope.



UTA On Call Design Services – Rice Interlocking crossover replacement

7 SCHEDULE

SENER assumes the following duration of its services:

- **Detailed Design: 3 months** (Nov 2023 – Jan 2024)
- **DSDC: 3 months** (June– August 2024)

The SENER team will develop the scope described in this proposal during the period described above, provided that all the necessary documentation is available at the beginning. The detail design project works are assumed to start on October 1st, 2023.



UTA On Call Design Services – Rice Interlocking crossover replacement

8 COST PROPOSAL

8.1 Assumptions

The design assumptions considered in this proposal are the following:

- The track alignment design is not included in SENER's scope.
- No hard copies will be provided, all submittals will be electronic.
- Duration of the detailed design phase: 3 months
- Duration of the DSDC phase: 3 months.
- Periodic trips of the team based in Spain and Los Angeles to Salt Lake City to attend meetings.

8.2 Not-to-Exceed Price proposal

Due to the nature of the design services, a Not-to-Exceed Price is proposed. This not to exceed price is based in the estimated workload for the proposed staff.

The estimated not to exceed price for the tasks described in this proposal is 200,000 USD. This amount is exclusive of any indirect taxes.

This fee is based on a scope and a timeframe as described in this document. **If case of change of scope and/or schedule, SENER will be entitled to reconsider this price proposal.**

8.3 Fees proposal

The following rates are proposed to bill for the works described in this proposal:

Staff Categories	Rate
Design Manager	\$ 325.00
Deputy Design Manager	\$ 325.00
Track Lead	\$ 175.00
Integration Lead	\$ 225.00
Structures Lead	\$ 175.00
Drainage Lead	\$ 225.00
Project Engineer	\$ 175.00
Draftsman	\$ 125.00
Admin staff	\$ 100.00

The invoices will be submitted on a monthly basis.

All payments will be done in USD, 30 days after invoicing.

8.4 Terms and conditions

This proposal is valid for 3 months.

The sole liability of the Consultant for any errors, mistakes or defects in the Engineering Services caused by his negligence shall be to correct at his cost any such errors mistakes or defects and correctly re-perform the services provided. The maximum aggregate liability of the Consultant for a cause whatsoever shall be limited to an amount equal to 100% of the Contract Price. The Consultant shall not assume any liability for indirect or consequential damages or losses of any kind.

The Consultant shall not be responsible nor assume any liability whatsoever under any circumstances in the performance of the works for errors or inadequacies in the documentation, information and instructions provided by the Client, or for defects or errors that may exist on existing Project documents.

The Intellectual Property (hereinafter IP) of the Consultant embedded in the works or developed while executing the works remains the property of the Consultant and the Client shall receive a non-exclusive, limited, royalty free license over such IP embedded in the works for the sole purposes of the exploitation of the Project by the Client.

In the event of termination for any reason, the Consultant shall be entitled to payment of the price for all work effectively carried out in accordance with the contract, up to the date of termination.

Other terms and conditions are to be agreed by the parties upon signature of a specific contract, and which will be executed between the Parties after the Client has officially accepted the Consultant's proposal.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-118 - 450 East Double Crossover Design (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #23-118 to the on-call maintenance contract with Stacy and Witbeck, Inc. and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$244,229 for design of the concrete track slab for the new Direct Fixation style track proposed to replace the current embedded track at the 450 East Double Crossover on the University Line.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three years (with 2 option years) and will be coming up for re-procurement in 2024.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality
 - Automobile cross-traffic ride quality
-

- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of task order #23-118 with Stacy and Witbeck, Inc. to have Sener design the concrete track slab for the new Direct Fixation style track proposed to replace the current embedded track at the 450 East Double Crossover on the University Line.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-118
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Option year 1 - January 1, 2024 through December 31, 2024
Existing Contract Value:	\$31,173,258
Amendment Amount:	\$244,229
New/Total Contract Value:	\$31,417,487
Procurement Method:	RFP best value task order
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Without the design work, the improvement project at the 450 East Double Crossover on the University Line (procurement of materials already approved in TO23-106) would have to be put on hold. This would lead to deferring maintenance, which could lead to slow orders and delayed service. Eventually, a failure to proceed could cause safety issues.

FISCAL IMPACT:

This budget is included in the 2023-2027 Capital Plan

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO23-118-R1 - Design - 450 East Double X-Over

Status	Open	Assignees	Jacob Wouden
Created Date	Aug 22, 2023	Issued Date	Sep 1, 2023
		Location	23-118 Design - 450 East Double X-Over

TASK ORDER IDENTIFICATION

Contract No	20-3349	Account Code(s)	20-7385.63000.1010
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/21

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order is hereby attached and incorporated into this Task Order	23-616-R2 - Design - 450 East Double X-Over - Scope Letter and Price Proposal.pdf	The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order	TO23-118_R1_UTA_Scope.pdf
--	---	---	---

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/23	The Final Acceptance Date for this Task is	12/31/23
--	----------	--	----------

3.0 LUMP SUM PRICE

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	\$244,229.00	Independent Cost Estimate (ICE) link, if applicable	TO23-118_ICE.pdf
This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the original contract rates.	No	This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval.	Yes

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures

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

Signature (Legal)

DocuSigned by:
 By: Mike Bell
 70E33A415BA44F6...

PM Approval

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

Signature (Project Manager)

By: _____

Name: _____

Title: _____

Date: _____

Director Approval

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

Signature (Director)

By: _____

Name: _____

Title: _____

Date: _____

Signature (Procurement)

By: _____

Signature (Chief Service Development Officer)

By: _____
 David Hancock, Chief Service Development Officer

Date: _____

Signature (Executive Director)

By: _____
 Jay Fox, Executive Director

Date: _____

COMPANY:

COMPANY:

Stacy and Witbeck, Inc.

Signature (Contractor)

DocuSigned by:
 By: Collin Christensen
 ACA3AB62608B4E2
 Date: 10/17/2023

Stacy and Witbeck

October 9, 2023

On Call Services

Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-616-R1 - Design - 450 East Double X-Over

Dear Jake:

We are pleased to provide the attached cost estimate to have Sener design the concrete track slab for the new Direct Fixation style track proposed to replace the current embedded track at the 450 East Double Crossover on the University Line.

Exclusions:

- See attached proposal and Key Understandings
- Signal, Comm., or Traction Power Design

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- Rail alignment and elevation are to be constructed per the original UTA drawings/as-builts provided by UTA.
- See attached Sener proposal for additional clarifications

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$7,079.00 – This bid item includes Stacy and Witbeck support from field engineer to manage coordination with Sener. The field engineer will also perform pre-task planning and coordination with Sener and UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 4000 – 450 East Double X-Over Design – NTE – Total of \$220,111.00 – This bid item includes a not to exceed cost to have Sener provide a direct fixation track slab design using existing horizontal and vertical geometry as shown in the as-built drawings provided by UTA. The slab design will include

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

required DF fastener spacing and slab reinforcement, as well as subgrade requirements per current UTA specifications and standards. Sener will also perform a drainage analysis of the current drainage system and provide design for any modifications required to drain the project limits. Please see attached detailed design scope and proposal. Sener has included some time for interface with their design and the Comm, Signal, and Traction Power design provided by RMSS, but will not be providing design for those components.

At such point design efforts exceed \$200,000.00 from the designer, a change order to Stacy and Witbeck will be required to cover such costs. These design efforts may include DSDC.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$17,039.00 – This is the agreed 7.5% GMGC fee.

The total price for this scope of work is **\$244,229.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

10/09/2023

23-616-R1

*** Collin Christensen, CC

13:23

Design - 450 East Double X-Over

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	7,079.00	7,079.00
4000	450 East Double X-Over Design	1.000	LS	220,111.00	220,111.00
Subtotal					\$227,190.00
100000	Fee (7.5%)	1.000	LS	17,039.00	17,039.00
Subtotal					\$244,229.00
Bid Total =====>					\$244,229.00

UTA On Call Design Services – 450 East crossover replacement

UTA On Call Design Services 450 East crossover replacement



Technical & Financial Proposal

**Stacy and
Witbeck**





UTA On Call Design Services – 450 East crossover replacement

Control de firmas / Signature Control

Realizado	Aprobado
Written	Approved
Nombre y Apellidos / Name and Last Name	Nombre Apellidos / Name and Last Name
Roberto Rodríguez Illanes Álvaro Relaño	Mercedes Sierra
Fecha y Firma	Fecha y Firma
Date and Signature	Date and Signature
No precisa firma si está aprobado electrónicamente mediante ruta / Signature not needed if electronically approved by route	

Información del Documento	
Document Information	
Document nº	UTA_Crossovers
Ref.	C0410210

W

Registro de cambios / Changes Record

© SENER Engineering and Systems, Inc. - Los Angeles, 2023



UTA On Call Design Services – 450 East crossover replacement

INDICE / TABLE OF CONTENTS

1 SENER COMPETENCE.....5

2 PROJECT BACKGROUND AND UNDERSTANDING6

3 SCOPE OF THE DESIGN SERVICES7

3.1 ASSUMPTIONS7

3.2 DETAILED DESIGN DRAWINGS7

3.3 DETAILED DESIGN REPORTS8

4 SCOPE OF THE DESIGN SERVICES DURING CONSTRUCTION (DSDC)9

5 PROJECT ORGANIZATION AND PROPOSED STAFF 10

6 SUMMARY OF TASKS AND WORK PACKAGES 12

6.1 DETAILED DESIGN DRAWINGS 12

6.2 DETAILED DESIGN REPORTS 12

6.3 DSDC..... 12

7 SCHEDULE 13

8 COST PROPOSAL..... 14

8.1 ASSUMPTIONS 14

8.2 LUMP SUM FEE 14

8.3 DETAILED DESIGN LUMP SUM PAYMENT SCHEDULE 14

8.4 DSDC TIME & MATERIAL FEES PROPOSAL..... 14

8.5 TERMS AND CONDITIONS 14

Annex 1 – Curricula vitarum

UTA On Call Design Services – 450 East crossover replacement

1 SENER COMPETENCE

SENER is a privately held engineering and technology group with over 60 years of global operational experience.

With a footprint that spans five continents and global revenue of over 375M EUR (80% outside of Spain), SENER operates in a broad range of markets, including infrastructure and transportation, aerospace, renewables, power, oil & gas, and marine. Combining local knowledge with international experience, SENER's 2,400+ professionals deliver innovation, quality, and efficiency for clients worldwide.

SENER's main characteristics are **Independence** (SENER is not attached to any construction, manufacturer or financial group, which allows us to provide professional and independent services to our clients), **Innovation** (through the achievement of the highest technological level in all our products), and **Commitment to Quality**.

SENER has delivered transit technical services (including design, planning and project management) for about 1,200 km of lines, in more than 70 different transit networks.

SENER has experience and references in all engineering tasks related to transit projects, from civil design to systems integration, including, track, traction power, comms, and train control system.

Our team's design experience working in the highly regulated rail & transit environments is unparalleled. Our approach advocates on collaboration to add value to the design, relying on our ability to listen, but at the same time sharing our knowledge from past experiences around the world.

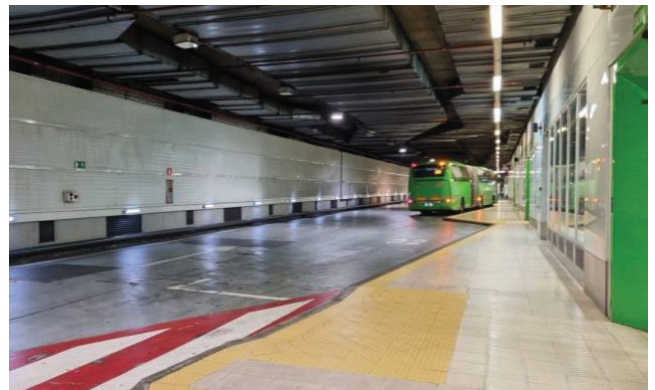


Global Recognition for Innovation

SENER has a long history in railway innovation, helping the industry evolve. From new construction techniques for the tunnels and stations for the Bilbao Metro in the '80s, to the state-of-the-art dynamic lateral wind detection system for the High-Speed Rail System in Spain, SENER has been present in dozens of R&D programs and partnerships.

SENER offers a know-how and experience in civil engineering, in combination with specific, most advanced technologies applicable in the transport sector. Technology application is directly linked to SENER's innovation spirit. Innovation is one of SENER's corporate values. Some examples of this innovation applied to transportation systems are:

- **RESPIRA**, an intelligent HVAC management system that uses Artificial Intelligence (AI) to improve energy efficiency, thermal comfort and air quality in buildings and stations.



- **BLOCKSAT**, an innovative traffic Management system to manage the railway operations within low density traffic lines.

UTA On Call Design Services – 450 East crossover replacement

2 PROJECT BACKGROUND AND UNDERSTANDING

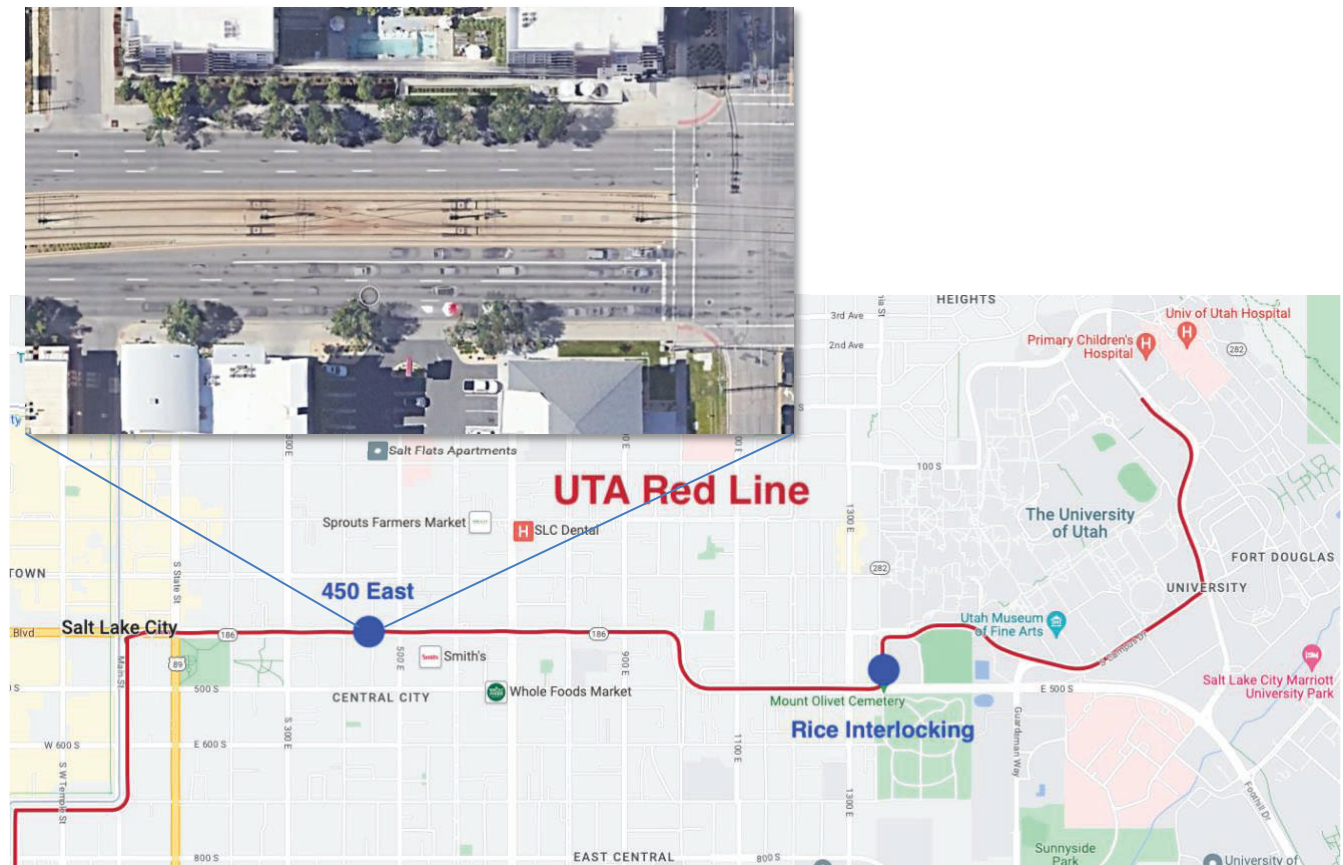
The Red Line is a light rail line on the TRAX system in the Salt Lake Valley of Utah operated by the Utah Transit Authority (UTA). It originally began operation in December 2001 as the Sandy/University Line, running from the University of Utah south to Sandy Civic Center on the Blue Line. It was later rerouted to South Jordan and renamed the Red Line in August 2011. The current line runs from the University of Utah Medical Center in Salt Lake City through the south end of Downtown Salt Lake City, South Salt Lake, Murray, Midvale, West Jordan, and South Jordan to the University of Utah's South Jordan Medical Center in Daybreak.

The focus area of this study on the Red Line is a specific location:

450 East is currently an embedded track, double crossover, with manual switch machines. UTA is planning to replace it with a direct fixation powered crossover.

The tracks are now 20 years old at this location, and they have begun to show some wear.

Stacy Witbeck has requested SENER to provide a proposal for the detailed design services needed to procure and install these two new crossovers and remove the existing ones.



UTA On Call Design Services – 450 East crossover replacement

3 SCOPE OF THE DESIGN SERVICES

3.1 Assumptions

3.1.1 Input data

To produce a detailed design for the project, it is crucial to have access to all the data used in previous phases of the design, at least:

- detailed direct fixation drawings and specifications, specific for this project,
- detailed alignment of the track, including plan, profile and superelevations,
- all as-built drawings and reports,
- field inspections reports,
- track maintenance reports,
- latest field surveying and topography campaign,
- existing drainage elements,
- geotechnical report of the trackbed,
- design loads (axle loads),
- operations plan,

Also, the following input data needs to be available before the design starts:

- detailed (1":40') topographic map of the project project area, including cross sections of the track each 50' and concise coordinates of all drainage elements, cable duct lines, manholes and any other element contained within the track ROW between the limits of the project.
- Survey data control plans

3.1.2 Interfaces

The design of the necessary civil elements required for other rail systems (traction power, OCS, train control system, comms) is not included in the scope of this proposal (conduits, manholes, etc.). However, the necessary coordination and interface resolution with the designated contractor in charge of this scope is included.

3.1.3 Submittals & review cycles

SENER is assuming the following scheme for the document review cycle (within the 1.5-month period):

1. **Draft 90%** design submittal issued for 1 cycle of revision by SW. Assumes a ONE-week revision period by SW.

2. **Final Design** submittal with SW comments addressed.

A Bill of Quantities report will be produced, but no cost estimation will be prepared.

Preparation of separate submittal packages for third parties or stakeholders is not included.

3.2 Detailed Design Drawings

3.2.1 Track plan & profile

This set of drawings define the geometry of the tracks and the crossovers elements.

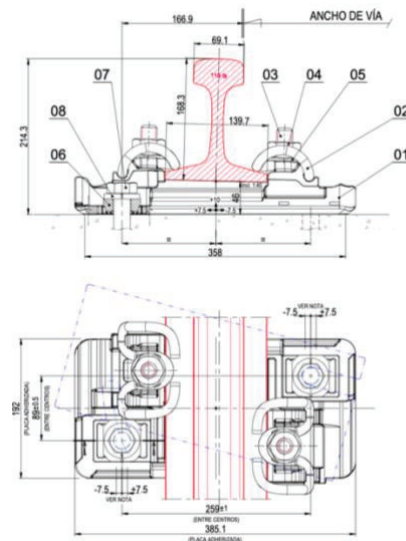
3.2.2 Typical Cross Sections

Typical cross sections drawings will be provided for all situations encountered in the project. These cross sections will detail the different dimensions of the new track cross section, including subbase, base and the track slab.

3.2.3 Track Components Drawings

These drawings will contain details for the track components provided by suppliers, like:

- Rail sections
- Rail fastenings
- Details of rail fastening anchorage to the slab



UTA On Call Design Services – 450 East crossover replacement

3.2.4 Rail fastening stiffness transition

This drawing will define the stiffness transition needed between the new direct fixation system and the existing embedded track system, where needed.

3.2.5 Concrete track slab

This set of drawings will define the concrete slab dimensions, steel reinforcement and construction details, notes and specifications.

3.2.6 Track drainage

This set of drawings will define the drainage system for the new track design, including gutters, catch water drains, drainpipes, French drains, plus the connection to the general storm drainage system of the City.

3.2.7 Earthing and bonding

Earthing and bonding helps to avoid corrosion due to stray currents by providing a low resistance path for the stray current to flow to ground. The earthing and

bonding design of the track in this section will be revised to minimize this issue, and the appropriate measures will be defined in this set of drawings.

3.3 Detailed Design Reports**3.3.1 Slab track design validation**

This report will include all the calculations needed to validate the concrete slab track structural design.

3.3.2 Drainage report

This report will include all the calculations needed to validate the track drainage system design, if needed.

3.3.3 Bill of Quantities

This report will compile the bill of quantities of the materials and components needed for the construction.





UTA On Call Design Services – 450 East crossover replacement

4 SCOPE OF THE DESIGN SERVICES DURING CONSTRUCTION (DSDC)

After the Detailed Design phase has finalized, SENER will provide Design Services During Construction to support the project until its completion.

In this phase, SENER shall provide, on a *Time and Material* basis, professional engineering services as follows:

- Prepare, provide, review, and/or approve, field changes to complex designs, project drawings and specifications associated with the project including, but not limited to, Issued for Construction (IFC) plans and specifications.
- Prepare designs in response to Design Change Requests (DCR's) or Field Changes Requests (FCR's) including calculations, drawings, or professional analysis, as required.
- Review, respond and/or approve Request for Information (RFI) or Approval (RFA) submittals involving shop drawings, material data information and specifications and/or samples, and recommend appropriate action based upon project requirements and specifications.
- Manage, coordinate, and verify the recordation of the Project's as-built situation including, but not limited to, reviewing, processing, and/or documenting (red-lining) as-built drawings to ensure that all changes during the course of construction are recorded.
- Coordinate with other subcontractors, material suppliers, and potential tradesmen working for the Contractor, as a representative of the Contractor regarding the execution of the Project.
- Provide field inspections and observations to ensure conformance with all Project plans and specifications at the direction of Contractor representatives.
- Represent the Contractor in the professional resolution of design and specification conflicts encountered during the course of construction and develop cost effective solutions without effecting the quality and functionality of the Project deliverables.
- Interpret/verify the intent of Project construction drawings and specifications with field personnel and confirm understanding of the design to ensure the most effective execution of the Project.
- Coordinate and interface with SW, UTA, other subcontractors, and other entities and subsystems related to the Project (civil, rolling stock, traction power, OCS, train control systems and comms).

5 PROJECT ORGANIZATION AND PROPOSED STAFF

The experience and know-how SENER staff will cover the full range of the required relevant expertise to perform and successfully deliver the services.

The key staff presented below has proven experience in successfully supporting clients during bid stage. Our team is used to work hard under tight schedules and time constraints, and to plan and coordinate internal and client’s teams and efforts.

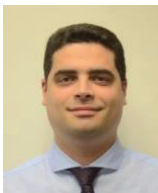
All SENER staff to be involved in these services will do every effort, be dedicated, and make itself responsible to provide a satisfactory advice to the UTA On Call team.

Key staff:

Role	Name	Exp. (yrs)
Design Manager	Álvaro Relaño, PE	34
Deputy Design Manager	Roberto Rodríguez, PE	20
Track Lead	Raúl Arroyo	19
Integration Lead	Juan Ángel García-Cifo	6
Structures Lead	Manuel Francisco Báez	16
Drainage Lead	Miguel Jerez	15



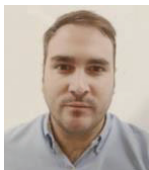
Alvaro Relaño, PE is a Professional Engineer in Utah (amongst other states) with 34 years of experience as Project and Design Manager. He is a renowned rail expert that has successfully contributed over the last three decades to the planning, design and implementation of rail & transit infrastructures internationally. Alvaro’s experience includes projects encompassing all the disciplines (civil, track and systems) and he has a deep knowledge of the interfaces, being able to anticipate problems derived from the integration of the different railway systems.



Roberto Rodríguez, PE is a Professional Engineer in CA based in LA and will be the Deputy Design Manager. He will lead the design team, carrying out and being responsible for the content of the work and the timely production and submission of the deliverables for every Task. Roberto is a Civil Engineer with 20 years of experience managing and coordinating railway infrastructure projects, both in the private sector working for SENER, as well as in the public sector, managing rail contracts working for the Spanish Railways Infrastructure Manager (ADIF). Two of his areas of expertise are rail track design and FL & Safety facilities for tunnels.



Raúl Arroyo is an expert in Track Technology and Manager of multidisciplinary contracts related to this area of activity. He has extensive knowledge in railway dynamics, ballastless track and ballasted track, anti-vibration solutions (floating slab tracks and ballast mats), EN and AREMA regulations, vibrations, noise, railway pathologies, track materials, instrumentation, signal analysis and post-processing, simulation, validation and approval of railway fastening systems, buckling, railway inspections and auscultations, obstacle implementation gauging and railway interoperability.



Juan Ángel García-Cifo is a Civil Engineer with a Masters in Railway Systems with 6 years of experience in the railway sector. He has experience working on energy, infrastructure, control-command and signaling subsystems. Extensive knowledge in CE certification (European regulation) and commissioning of high-speed rail projects working for the Spanish rail infrastructure administrator (ADIF). He also has experience in railway safety life cycle and standards (CENELEC) in international projects (Egypt, Brazil) CBTC and ERTMS technologies (track and on board).



Manuel Francisco Báez is a Civil engineer with 16 years of experience in structural and track design. He has a Master degree in Seismic Engineering: Dynamics of Soils and Structures at the Polytechnic University of Madrid (UPM), and a Master degree in Structural Engineering at the Technological Institute of Santo Domingo (INTEC). Manuel has broad knowledge of

UTA On Call Design Services – 450 East crossover replacement

slab track systems and has experience in designing structural solutions for them.



Miguel Jerez is an Agricultural Engineer Project Management Professional, with 15 years of experience in the fields of climatology, hydrology and drainage. He has developed his professional career in the infrastructure sector, mainly in linear works (railways and highways) and structures (bridges, stations and airport terminals). His technical specialty is the study, design and dimensioning of drainage elements and complementary works necessary for the proper functioning of the collection, conduction and drainage systems of rainwater and/or fluvial water in infrastructures, structures and buildings.

In addition to the key staff presented above, SENER will provide a complete set of specialists that will be available on-demand to carry out the specific analysis and studies or clarify any doubts as they may arise during the services.

Services under this proposal are assumed to be performed in Los Angeles (CA), Las Vegas (NV) and Spain.

Also, to complement the scope of services that SENER can provide to this project and focusing on the regional knowledge of other rail stakeholders, SENER is open to collaborate with other third parties.

6 SUMMARY OF TASKS AND WORK PACKAGES

6.1 Detailed Design Drawings

- WP 2.1 Track plan & profile
- WP 2.2 Typical Cross Sections
- WP 2.3 Track Components Drawings
- WP 2.4 Rail fastening stiffness transition
- WP 2.5 Concrete track slab
- WP 2.6 Track drainage
- WP 2.7 Earthing and bonding
- WP 2.8 Interface with the Train Control System

6.2 Detailed Design Reports

- WP 3.1 Slab track design validation
- WP 3.2 Drainage report
- WP 3.3 Bill of Quantities

6.3 DSDC

Work packages will be defined in later stages, based on the proposed scope.



UTA On Call Design Services – 450 East crossover replacement

7 SCHEDULE

SENER assumes the following duration of its services:

- **Detailed Design: 3 months** (Nov 2023 – Jan 2024)
- **DSDC: 3 months** (June– August 2024)

The SENER team will develop the scope described in this proposal during the period described above, provided that all the necessary documentation is available at the beginning. The detail design project works are assumed to start on October 1st, 2023.

UTA On Call Design Services – 450 East crossover replacement

8 COST PROPOSAL

8.1 Assumptions

The design assumptions considered in this proposal are the following:

- The track alignment design is not included in SENER's scope.
- No hard copies will be provided, all submittals will be electronic.
- Duration of the detailed design phase: 3 months
- Duration of the DSDC phase: 3 months.
- Periodic trips of the team based in Spain and Los Angeles to Salt Lake City to attend meetings.

8.2 Not-to-Exceed Price proposal

Due to the nature of the design services, a Not-to-Exceed Price is proposed. This not to exceed price is based in the estimated workload for the proposed staff.

The estimated not to exceed price for the tasks described in this proposal is 200,000 USD. This amount is exclusive of any indirect taxes.

This fee is based on a scope and a timeframe as described in this document. **If case of change of scope and/or schedule, SENER will be entitled to reconsider this price proposal.**

8.3 Fees proposal

The following rates are proposed to bill for the works described in this proposal:

Staff Categories	Rate
Design Manager	\$ 325.00
Deputy Design Manager	\$ 325.00
Track Lead	\$ 175.00
Integration Lead	\$ 225.00
Structures Lead	\$ 175.00
Drainage Lead	\$ 225.00
Project Engineer	\$ 175.00
Draftsman	\$ 125.00
Admin staff	\$ 100.00

The invoices will be submitted on a monthly basis.

All payments will be done in USD, 30 days after invoicing.

8.4 Terms and conditions

This proposal is valid for 3 months.

The sole liability of the Consultant for any errors, mistakes or defects in the Engineering Services caused by his negligence shall be to correct at his cost any such errors mistakes or defects and correctly re-perform the services provided. The maximum aggregate liability of the Consultant for a cause whatsoever shall be limited to an amount equal to 100% of the Contract Price. The Consultant shall not assume any liability for indirect or consequential damages or losses of any kind.

The Consultant shall not be responsible nor assume any liability whatsoever under any circumstances in the performance of the works for errors or inadequacies in the documentation, information and instructions provided by the Client, or for defects or errors that may exist on existing Project documents.

The Intellectual Property (hereinafter IP) of the Consultant embedded in the works or developed while executing the works remains the property of the Consultant and the Client shall receive a non-exclusive, limited, royalty free license over such IP embedded in the works for the sole purposes of the exploitation of the Project by the Client.

In the event of termination for any reason, the Consultant shall be entitled to payment of the price for all work effectively carried out in accordance with the contract, up to the date of termination.

Other terms and conditions are to be agreed by the parties upon signature of a specific contract, and which will be executed between the Parties after the Client has officially accepted the Consultant's proposal.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Director of Capital Development
PRESENTER(S): Travis Colledge, Project Manager III

TITLE:

Change Order: Bus Stop Shelter Procurement Amendment No. 1 - Additional Shelters (Brasco International, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the change order and associated disbursements with Brasco International, Inc. in the amount of \$1,072,250 for additional bus shelters. With this change order, the new not-to-exceed amount is \$3,617,550 for the four-year contract period from 11/16/2022 to 11/30/2026.

BACKGROUND:

UTA has an inventory of more than 6,300 bus stops, these locations are most often the public's first impression of UTA and its presence in the community. Bus stops are ubiquitous from suburban neighborhoods to downtown cores. UTA's objective is to make bus stops a positive contribution to the community, both for riders and people who host them in their neighborhoods. Bus stops should contribute to the streetscape and be a place where all riders can obtain transit related information. Stops should be a community asset as well and provide easy, intuitive access to transit service for people of all ages and abilities.

The Board of Trustees approved a Goods and Services Supply Agreement with Brasco International, Inc. on January 25, 2023 for a not to exceed amount of \$2,545,300 for 4 years. This included an estimated number of 20 shelters to be purchased per year.

Since signing the contract with Brasco, UTA has approximately 250 bus stop projects that are now ready to move to design and construction that will require purchasing additional shelters. It is anticipated 75 additional shelters will need to be purchased.

DISCUSSION:

The original contract is for four (4) years with a one (1) year option, which will remain unchanged. The change order is requesting an increase of the not to exceed amount. The expectation is that the delivery of the bus shelters will be in the timeliest manner possible from the date of order. The delivery schedule will also be used as part of the evaluation of the technical qualifications of the vendor. No pricing for the option year is included in the contract. Therefore, if UTA elects to exercise the option year, the option exercise will come back for Board approval if the amount exceeds required Board approval thresholds.

In addition, the RFP stated UTA will commit to purchase all of its required bus passenger waiting shelters from one supplier, for the contract term of four (4) years, with an option to extend for one (1) additional year, at UTA's sole discretion.

CONTRACT SUMMARY:

Contractor Name:	Brasco International, Inc.
Contract Number:	22-03601CG-01
Base Contract Effective Dates:	November 16,2022 to -November 30, 2026
Extended Contract Dates:	NA
Existing Contract Value:	\$2,545,300
Amendment Amount:	\$1,072,250
New/Total Contract Value:	\$3,617,550
Procurement Method:	RFP - Best Value
Budget Authority:	2023-2027 5-Year Capital Plan

ALTERNATIVES:

These Shelters are part of a larger inventory of existing shelters in the UTA system. For consistency with parts and maintenance, it is not recommended to pursue any alternative solutions at this time. In addition, the RFP stated UTA will commit to purchase required bus passenger waiting shelters from one supplier, for the contract term of four (4) years, with an option to extend for one (1) additional year, at UTA's sole discretion.

FISCAL IMPACT:

In addition to the procurement of the shelters, there are initial installation costs and ongoing O&M costs from our facilities team with each new shelter installed. Installation will be performed under separate contracts.

Cost to purchase the amenities are included in the 2023-2027 Capital Plan.

ATTACHMENTS:

- 1) Change Order



10/19/2023

Brasco International

32400 Industrial Drive

RE: Change Order No.1 Contract 22-03601CG UTA Bus Shelter Order

Dear Sean Loewe,

This is Change Order No.1 to Contract No. 22-03601CG, dated January 25, 2023, between UTA and Brasco International (the "Contractor"). The purpose of this Change Order is to modify the Contract as follows:

1. Increase of Not-to-Exceed Limit:

The original Contract carried a not-to-exceed limit of \$2,545,300.00 for the entire 4-year contract.. With this Change Order, the not-to-exceed limit is increased by \$1,072,250.00, resulting in a revised not-to-exceed limit of \$3,617,550.00 for the entire 4-year contract.

2. Removal of Annual Not-to-Exceed Limits:

The Contract originally included not-to-exceed limits for each of the four years. These annual not-to-exceed limits are hereby removed. The only not-to-exceed limit that shall apply is the total contract amount of \$3,617,550.00.

3. Effective Date:

This Change Order shall be effective on the last date of execution by both parties.

4. All other terms and conditions of the original Contract shall remain in full force and effect.

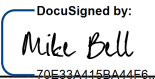
This Change Order is subject to all the terms and conditions contained in the original Contract, except as expressly modified herein. Both parties acknowledge and agree to the changes specified in this Change Order.

UTAH TRANSIT AUTHORITY:

By _____

By _____

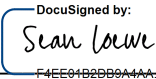
By _____

By  _____
70E33A415BA44F6...

10/19/2023

UTA Legal Counsel

Brasco International, INC:

By  _____
F4EE01B2DB9A4AA...

Name Sean Loewe _____

Title Vice President, Sales and Marketing _____

Name _____

Title _____



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Hal Johnson, Acting Director of Innovative Mobility Solutions
James Campbell, Director of Innovation and Sustainability Policy (RMP)
Bill Comeau, Vice President of Customer Innovations (RMP)

TITLE:

Change Order: Memorandum of Understanding Amendment No. 1 - Extension and Energy Action Plan (Rocky Mountain Power)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize Executive Director to execute Amendment No. 1 to the Memorandum of Understanding with Rocky Mountain Power.

BACKGROUND:

Utah Transit Authority (UTA) and Rocky Mountain Power (RMP) entered a Memorandum of Understanding (MOU) 20-P00021 on September 4, 2020. The MOU was presented to the Board of Trustees on May 6, 2020 for discussion. The purpose of the MOU was to establish a cooperative partnership between the UTA and RMP intended to lead to the discovery of innovative solutions to their shared concerns of public safety, equal access and opportunity, air quality, and the demands of growth. Because both UTA and RMP are committed to responsibly using clean energy to power Utah's future, the Parties agreed to collaborate in joint consideration of various projects and opportunities.

DISCUSSION:

Purpose of Amendment No. 1 of contract #20-P00021: The Parties have continued to build upon the foundation established by the 2020 MOU and have developed a "Wattsmart UTA Energy Action Plan." The goals and strategies outlined in the Energy Action Plan were developed collaboratively with technical experts from UTA and RMP, laying the groundwork for a successful long-term partnership. The Energy Action Plan

provides actionable goals, targets, and implementation strategies for each focus area: Energy Efficiency, Electric Vehicles, Electrical Infrastructure, and Grid Reliance. The Parties now desire to amend the MOU to incorporate mutual collaborative efforts and commitments in support of the Energy Action Plan and extend the date of the MOU for an additional ten years until September 4th, 2035.

ALTERNATIVES:

Rocky Mountain Power is the primary electricity provider in UTA's service area. Regardless of this agreement, UTA will be doing business with RMP. UTA can choose not to execute this amendment. However, doing so will hamper partnering efforts that will simplify the process of projects such as electric bus charging.

FISCAL IMPACT:

No funding requirements are included in this agreement. The amendment is intended to build on existing efforts to work more collaboratively with Rocky Mountain Power.

ATTACHMENTS:

UTA - RMP MOU Amendment No. 1

Utah Transit Authority and Rocky Mountain Power
Memorandum of Understanding
Amendment No. 1

Background: Utah Transit Authority (UTA) and Rocky Mountain Power (RMP) entered a Memorandum of Understanding on September 4, 2020. The purpose was to establish a cooperative partnership between the UTA and RMP intended to lead to the discovery of innovative solutions to their shared concerns of public safety, equal access and opportunity, air quality, and the demands of growth. Because both UTA and RMP are committed to responsibly using clean energy to power Utah's future, the Parties agreed to collaborate in joint consideration of various projects and opportunities.

Purpose of Amendment No. 1: The Parties have continued to build upon the foundation established by the 2020 MOU and have developed a "Wattsmart UTA Energy Action Plan" (hereinafter "EAP"). The goals and strategies outlined in the EAP were developed collaboratively with technical experts from UTA and RMP, laying the groundwork for a successful long-term partnership. The EAP provides actionable goals, targets, and implementation strategies for each focus area: Energy Efficiency, Electric Vehicles, Electrical Infrastructure, and Grid Reliance. The Parties now desire to amend the MOU to incorporate mutual collaborative efforts and commitments in support of the EAP and also extend the date of the MOU for an additional ten years until September 4th, 2035.

Amendment No. 1

1. The collaborative efforts of the Parties under the Memorandum of Agreement shall now expand to cover the following initiatives, which are either planned or in progress:

Accomplishments

- ***Utah State University, Rocky Mountain Power, and UTA have partnered on several grants***
 - Emosaic
 - Intermodal Hub
 - Connected Communities
 - Stadler Battery Train
 - WestSmart EV at Scale
 - DOE Regional Electrification Plan

- ***UTA, in collaboration with RMP, has advanced the development of a regional bus charging network. The following projects have been completed or are under construction:***
 - Mt. Ogden Bus Garage
 - Depot District Bus Garage
 - Ogden Express BRT
 - Tooele On Demand
 - Salt Lake Central Station
 - Wasatch and 3900 South Park & Ride
 - Central Point Trax Station
 - Orange Street
 - Kimball Junction

- **Other Initiatives**
 - Senate Bill 125 Transportation Infrastructure
 - Air quality monitoring projects
 - FHWA electrification grant applications

Next Steps

- ***Bus Electrification***

- UTA's goal is to convert 40% of the bus fleet to battery electric by 2040. UTA has developed and will continue to refine its regional charging electrification plan.
- UTA, with support from RMP, will work toward the establishment of charging stations at the following locations:
 - Meadowbrook Bus Garage
 - Midvalley Connector BRT
 - Davis Salt Lake Community Connector
 - North Temple Transit Hub
 - University of Utah Mobility Hubs
 - Timpanogos Bus Garage
 - Orem Intermodal Center
 - Other locations as identified by UTA and RMP

- ***Public-Private Charging Locations***

- UTA has public parking facilities in Box Elder, Weber, Salt Lake, Utah County.
- RMP will collaborate with UTA to establish public charging facilities in these locations:
 - Wasatch and 3900 South Park & Ride
 - West Valley Central
 - Ogden Intermodal
 - Clearfield FrontRunner Station
 - Farmington FrontRunner Station
 - Draper FrontRunner Station
 - South Jordan FrontRunner Station
 - Woods Cross FrontRunner Station
 - Vineyard FrontRunner Station
 - Orem FrontRunner Station

- Midvale Fort Union TRAX Station
- 1300 South Trax Station
- Other locations as identified by UTA and RMP

- ***UTA On Demand Zones Electrification***

- UTA On Demand is an innovative form of transportation that connects riders with other transit services like TRAX, FrontRunner, or Bus, as well as to other destinations in the community. The app-based technology matches multiple riders traveling in a similar direction into a single vehicle, allowing for quick and efficient shared trips. UTA has plans to electrify the service in the future. UTA, with support from RMP, will work toward establishing charging stations at the following locations:

- Salt Lake City Westside
- Southern Salt Lake County
- South Davis County
- Other Locations as Identified by UTA and RMP

- ***Wattsmart Program Next Steps***

- The Parties will collaborate in the development of a regional electrification plan
- UTA will continue to evaluate FrontRunner Electrification in conjunction with Utah State University, UDOT, and RMP.
- UTA will be developing a sustainability plan which will address energy usage. This effort will include an audit of UTA's fleet and facilities. UTA will coordinate with RMP on the agency's electricity usage and develop scenarios for converting to renewable energy, including solar.

- ***Traction Power Rehabilitation Project***

- UTA is upgrading the legacy traction power substations that power the original North/South and University of Utah light rail lines.

- Part of this effort includes increasing the capacity at ten (10) substations to accommodate the estimated 15 to 20-year ridership increase.
 - The parties will collaborate to ensure the utility feed points are adequate for the UTA infrastructure.
- ***Electromagnetic Interference and Corrosion Control***
 - UTA is developing guidelines to standardize the interaction between the light rail and commuter rail lines with RMP's overhead infrastructure and substation ground grids.
 - The goal is to reduce the adverse effects that UTA may cause on buried utility lines and minimize the adverse impact of electromagnetic interference generated by RMP overhead infrastructure on UTA's rail infrastructure.
- ***Facilities Strategic Plan and Other Infrastructure Projects***
 - UTA's Facilities Strategic Plan identifies the need to upgrade and expand many of the agency's buildings located across the Wasatch Front.
 - Other minor system improvements will be made as part of UTA's normal operations.
 - UTA will coordinate with RMP on utility needs as these projects are developed.
2. The term of the MOU is hereby extended until September 4th, 2035.
 3. This Amendment No. 1 is meant to supplement the terms of the September 2020 MOU. If there is a conflict between the terms of the September 2020 MOU and this Amendment No. 1, the terms of this Amendment No. 1 will take precedence.
 4. All terms of the MOU not affected by Amendment No. 1, including but not limited to Articles 4 through 11, shall remain in full force and effect.

Executed this ____ day of _____ 2023 by the duly authorized representatives whose signatures appear below:

Utah Transit Authority

By: _____
Name: Jay Fox
Title: Executive Director
Date: _____

By: _____
Name: Hal Johnson
Title: Acting Dir of Innov Mobility Solutions
Date: _____

Rocky Mountain Power

By: _____
Name: Gary Hoogeveen
Title: CEO
Date: _____

By: _____
Name: James Campbell
Title: Director of Innovation and Sustainability Policy
Date: _____

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F8...



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

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

TITLE:

Pre-Procurements

- **Additional Non-Revenue Vehicle Leasing**
- **Overhead Doors for Depot District CNG Fueling Station**
- **Engineering Consulting Services**

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

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

DISCUSSION:

- **Non-Revenue Vehicle Leasing.** This is a procurement to contract with a firm to provide additional lease financing for non-revenue vehicles. In 2022 UTA entered into a 5-year master lease agreement for buses, cutaways, vanpool vans, and non-revenue vehicle fleet with Bank of America. Amounts for that 5-year master lease agreement were from the 2023-2027 Capital Plan. UTA has started its 2024-2028 Capital Plan and non-revenue vehicles will exceed the previous 5-year master lease agreement amount by \$17,650,000. This amount now needs to be procured in an open competition bid. The term of this agreement will be 10 years. This procurement will be conducted as an RFP, where technical criteria will be

evaluated and scored in addition to price. (req. 12699)

- ***Overhead Doors for Depot District CNG Fueling Station.*** This is a procurement to replace the overhead doors on the Depot District CNG fueling station. The current doors are too lightweight and not able to withstand high winds which has led to the doors being blown out and numerous repairs and issues. This purchase will be for four (4) explosion-proof doors and two (2) regular doors, all of which will have a high-wind load rating of 88 mph. The new doors will be similar to those installed on the wash bay, which have been operating without issue since being installed. Funding for this purchase is included in the Facilities Repair budget, and this procurement will be conducted as an IFB where award will be made to the lowest bidder. (Req. 12694, Guy Miner)
- ***Engineering Consulting Services.*** This is a procurement to contract with a firm to provide Engineering Consulting Services to the UTA Systems Engineering department. The selected firm will have specific transit rail systems, and positive train control experience and will perform Engineering Professional Services under the day-to-day guidance of UTA. The term of this contract will be for 3 years, plus two 1-year options for extension. Funding for this contract is included in the State of Good Repair Capital Projects and this procurement will be conducted as a RFQu, where selection will be made to the most qualified firm. (Req. 12664, Dean Hansen)

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Russ Fox, Director of Planning
Kensley Kunkel, Manager of Fare Strategy

TITLE:

Contract: 2023/2024 Ski Bus Agreement (Solitude Mountain Ski Area, LLC)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve contract and authorize Executive Director to execute the 2023/2024 Ski Bus Agreement as presented.

BACKGROUND:

UTA's annual Ski Bus service is set to kick off on November 26th and continue through April 13, 2024. Since early 2023, UTA has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for its 2023-2024 winter season. UTA and its partners understand public transportation is vital in providing a means for public access to outdoor recreation, service to canyon communities, and the regional and state economies.

DISCUSSION:

UTA and our community stakeholders looked at innovative ways we could work together to expand service for the 2023/2024 winter season. One of those innovative solutions UTA can employ is expanding our existing employee vanpool service with resorts, and supporting, through a temporary volume-based discount, a new employee-specific transit option that will be managed by resorts. UTA anticipates this commuting option for resort employees will create greater capacity on UTA ski buses for skiers and other riders.

Service for the upcoming season will include:

- Providing all-day bus service up both Cottonwood Canyons
 - Back up buses when possible, during peak periods, holidays, and weekends
 - Collaborations to improve bus flow in and out of the resorts
 - Providing reliable employee transportation into the canyons with UTA Vanpool services and supporting, through a temporary volume-based discount, resort employee shuttle services
 - Partnering with Visit Salt Lake and Salt Lake County on the Cottonwood Connect service
-

CONTRACT SUMMARY:

Contractor Name:	Ski Bus Agreement (Solitude Mountain Ski Area, LLC)
Contract Number:	23-F371
Base Contract Effective Dates:	October 16, 2023 - May 31, 2024
New/Total Contract Value:	\$118,598 - \$158,129 estimated discount value
Procurement Method:	Non-Procurement Agreement
Budget Authority:	2023 Operating Budget and 2024 Tentative Operating Budget

ALTERNATIVES:

If this agreement is not approved, alternate resort employee transportation solutions will not be possible and demand for access on UTA's ski bus service may exceed capacity.

FISCAL IMPACT:

The amount owed by the resort for electronic fare card passes will be discounted by 75-100% of the 2022/23 fees collected. The estimated discount value will be \$118,598 - \$158,129 and will be dependent on utilization of passes by authorized users of the resort.

ATTACHMENTS:

2023/2024 Ski Bus Agreement - Solitude Mountain Ski Area, LLC

SKI BUS AGREEMENT

Solitude Resort

2023-2024

THIS AGREEMENT is made this 16th day of October 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SOLITUDE MOUNTAIN SKI AREA, LLC**, a Utah limited liability company ("Administrator")

WHEREAS, The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into transportation; and

WHEREAS, Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS, Administrator desires to secure public transportation services including UTA bus services under the terms and conditions described below; and

WHEREAS, pursuant to authority granted by state law, UTA desires to assist Administrator by allowing certain authorized ski passes to include ski bus fare; and

WHEREAS, UTA desires to incentivize maximum use of public transit to and from the ski resorts by providing a temporary ridership volume-based discount to the resorts; and

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

The term “**Authorized Services**” means:

- i. **Daily Rate Authorized Services**: Travel on UTA Ski Bus; and UTA TRAX trains, regular UTA buses, or UTA FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.
- ii. **Daily Weekly Cap Authorized Services**: Travel on UTA Ski Bus, UTA TRAX Trains, regular UTA buses, Microtransit, Streetcar, or FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.

The term “**Authorized User**” means Administrator’s employees and season pass holders who have been issued a Pass in compliance with this Agreement.

The term “**Non-Connecting Service**” means travel on UTA TRAX trains, regular UTA buses, or UTA FrontRunner trains that does not directly connect to a Ski Bus servicing the

Cottonwood Canyons.

The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

The term “**Lessee**” means the Administrator who is leasing RVP Vanpool vehicles from UTA.

TERMS AND CONDITIONS

- A. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes reasonably determined by the Authority based on anticipated passenger volume ("Ski Bus Service").
- B. **PASSES.** Administrator shall issue a pass for use on UTA's Authorized Services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. A “Pass” may include the Ikon Pass (passes designated as “Ikon” in the property fields in the electronic fare system). Administrator agrees to pay for trips by Ikon Pass holders to the Administrator’s resort. Total Ikon Pass trips taken will be billed to each resort based on the Ski APC-EFC Report that is emailed to the resort each month by the Fare’s Department.
- C. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this Agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
- D. **PASSES FOR NON-CONNECTING SERVICE.** It is the responsibility of the Administrator to restrict Pass use on these Non-Connecting Service, if and as desired by Administrator by making a written request to efcoperations@rideuta.com or by indicating on the Administrator’s bulk import file sent to bulkimport@rideuta.com that the Authorized User’s Pass number be limited to Ski Bus Only, without access to Non-Connecting Service. If the Administrator fails to provide such written request or bulk import specifications, the Administrator agrees to pay full fare for an Authorized User’s use of his/her Pass for those services.
- E. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA under this Agreement, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced within thirty (30) days of the invoice delivery date, provided that Administrator may withhold payment of

amounts disputed in good faith until the dispute has been resolved. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

- i) Daily. UTA shall issue Administrator an invoice for actual daily Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 per Authorized User daily boarding. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.
- ii) Daily Weekly Cap. UTA shall issue Administrator an invoice for actual daily Pass usage, not to exceed \$28 per week per authorized user, each month within seven days after the month ends. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.

F. CONFISCATION AND UNAUTHORIZED USE OF PASS. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

G. RECONCILIATION. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this Agreement monthly.

H. REPORTING

- i. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes.

Administrator may access this information at www.tap2rideuta.com by selecting “reports.”

- ii. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its’ Authorized Users’ daily ridership on Ski Bus Service during the preceding month.
 - iii. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - iv. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - v. Ikon Pass Data. Administrator agrees to provide a list of Ikon pass numbers to the Authority no later than November 1. The Authority Agrees to activate all Ikon passes to be valid as transit fare for the term of this Agreement.
 - vi. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
 - vii. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
- I. TEMPORARY VOLUME BASED DISCOUNT.** For this 2023/24 Ski Bus Agreement only, UTA will provide a Pass discount to Administrator to provide for alternate transportation solutions for their Employees. The amount owed each month for Passes shall be discounted by 75- 100% of the prior year (2022/23) fees, with a guaranteed minimum discount of \$118,598 and a maximum discount of \$158,129.
- The discount described above shall be based on the ridership information provided by the Administrator including the Administrator’s Authorized Users described in Section G. UTA shall subsequently reflect the discount in the invoices provided by UTA for the utilization of UTA service by the Administrator’s Authorized Users.
 - The 75% discount will be applied to monthly invoices based on Administrator’s Authorized Users utilization until the maximum discount amount is reached. If the minimum discount amount is not reached by the end

date of this agreement, the balance of the minimum guaranteed amount will be provided in a final reconciliation payment to the ski resort.

J. CONGESTION MITIGATION

Administrator (Ski Area) will continue to exert good faith efforts toward a goal of mitigating traffic congestion to allow more efficient movement of UTA vehicles.

K. EMPLOYEE SHUTTLE AND RIDERSHIP REPORTING

Administrator agrees to track and report to UTA the employee ridership on non-UTA shuttles to UTA at least monthly by the 15TH day of the following month. Employee ridership data will be utilized to provide a metric on the number of UTA Ski Bus seats freed up for other public patrons because of the discounts provided under this Agreement.

MISCELLANEOUS PROVISIONS

L. TERM. This Agreement shall begin on date stated above and end on May 31, 2024.

M. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

N. THIRD PARTY INTERESTS. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

O. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

P. COSTS AND ATTORNEY’S FEES. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.

Q. NOTICES. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator:	<u>Solitude Mountain Ski Area LLC</u>	Utah Transit Authority:
Name:	<u>Amber Broadaway</u>	Kensey Kunkel

Address:	12000 E. Big Cottonwood Canyon	669 West 200 South
	Brighton, UT 84121	Salt Lake City, Utah 84101
Phone:	801.536.5776	801-741-8806
Email:	a.broadaway@solitudemountain.com	kkunkel@rideuta.com

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

R. INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.

S. NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

T. DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement.

U. SUCCESSORS AND ASSIGNS. This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

V. AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

W. INDEMNIFICATION. The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all third-party claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

X. GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or

evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

Y. WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

Z. NO PRECEDENT. Both Parties acknowledge that this Agreement is applicable only until April 1, 2024, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This Agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

SOLITUDE MOUNTAIN SKI AREA LLC

UTAH TRANSIT AUTHORITY

DocuSigned by:
Amber L. Broadway 10/26/2023
7E93705B28FB444... Date

By: _____
Signature Date

Print Name: Amber L. Broadway

Print Name: _____

Print Title: President/COO

Print Title: _____

By: _____
Signature Date

Print Name: _____

Print Title: _____

DocuSigned by:
Mike Bell _____
70E33A415BA44F6... Oval

EXHIBIT A**Pass Program Account Setup****Section 1: Partner Information**

Administrator: Amber Broadaway
 Address: 12000 E. Big Cottonwood Canyon
 City, State,
 Zip: Brighton, UT 84121

Section 2: Contact Information

Contact
 Name: Steve Holtey
 Title: V.P. Finance
 Phone: 801-330-3833
 Email: s.holtey@solitudemountain.com

Section 3: Designated Transit Coordinator *(For additional Coordinator, please submit names and email addresses to efcoperations@rideuta.com)*

Contact
 Name: Grace Dumas
 Title: Sr. Manager Guest Services, Tickets & Mountain Hosts
 Phone: 801-536-5782
 Email: g.dumas@solitudemountain.com

Section 4: Billing Information

Accounts Payable
 Contact: Steve Holtey
 Title: V.P. Finance
 Phone: 801-330-3833
 Email: s.holtey@solitudemountain.com

Method (Check One)		Email or Mailing Address
Email ☒	Mail ☐	

Payment Type (Check One)		
ACH ☐	Wire ☐	Check ☒

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

☐ **Daily (\$8.00)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use at the daily rate.

X ☐ **Daily- Weekly Cap (\$8.00 or \$28 Cap)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use not to exceed a weekly cap of \$28 per week per authorized user. Requires 100% participation by season pass holders and/or 100% participation by employees. Please indicate below the authorized user group or groups that will be participating in the program:

X ☐ **Season Pass Holders**

X ☐ **Employees**



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Russ Fox, Director of Planning
Kensley Kunkel, Manager of Fare Strategy

TITLE:

Contract: 2023/2024 Ski Bus Agreement (Alta Ski Area)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve contract and authorize Executive Director to execute the 2023/2024 Ski Bus Agreement as presented.

BACKGROUND:

UTA's annual Ski Bus service is set to kick off on November 26th and continue through April 13, 2024. Since early 2023, UTA has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for its 2023-2024 winter season. UTA and its partners understand public transportation is vital in providing a means for public access to outdoor recreation, service to canyon communities, and the regional and state economies.

DISCUSSION:

UTA and our community stakeholders looked at innovative ways we could work together to expand service for the 2023/2024 winter season. One of those innovative solutions UTA can employ is expanding our existing employee vanpool service with resorts, and supporting, through a temporary volume-based discount, a new employee-specific transit option that will be managed by resorts. UTA anticipates this commuting option for resort employees will create greater capacity on UTA ski buses for skiers and other riders.

Service for the upcoming season will include:

- Providing all-day bus service up both Cottonwood Canyons
 - Back up buses when possible, during peak periods, holidays, and weekends
 - Collaborations to improve bus flow in and out of the resorts
 - Providing reliable employee transportation into the canyons with UTA Vanpool services and supporting, through a temporary volume-based discount, resort employee shuttle services
 - Partnering with Visit Salt Lake and Salt Lake County on the Cottonwood Connect service
-

CONTRACT SUMMARY:

Contractor Name:	Ski Bus Agreement (Alta Ski Area)
Contract Number:	23-F370
Base Contract Effective Dates:	October 16, 2023 - May 31, 2024
New/Total Contract Value:	\$61,680 - 82,481 estimated discount value
Procurement Method:	Non-Procurement Agreement
Budget Authority:	2023 Operating Budget and 2024 Tentative Operating Budget

ALTERNATIVES:

If this agreement is not approved, alternate resort employee transportation solutions will not be possible and demand for access on UTA's ski bus service may exceed capacity.

FISCAL IMPACT:

The amount owed by the resort for electronic fare card passes will be discounted by 75-100% of the 2022/23 fees collected. The estimated discount value will be \$61,680 - \$82,481 and will be dependent on utilization of passes by authorized users of the resort.

ATTACHMENTS:

2023/2024 Ski Bus Agreement - Alta Ski Area

SKI BUS AGREEMENT

Alta Resort

2023-2024

THIS AGREEMENT is made this 19 day of OCT 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **ALTA SKI AREA**, ("Administrator" or "Lessee").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into transportation services; and

WHEREAS Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to secure public transportation services including UTA bus services under the terms and conditions described below; and

WHEREAS, pursuant to authority granted by state law, UTA desires to assist Administrator by allowing certain authorized ski passes to include ski bus fare; and

WHEREAS UTA desires to incentivize maximum use of public transit to and from the ski resort by providing a temporary ridership volume-based discount to the resort; and

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

The term "**Authorized Services**" means:

Daily Rate Authorized Services: Travel on UTA Ski Bus; and UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, or UTA FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.

Daily Weekly Cap Authorized Services: Travel on UTA Ski Bus, UTA TRAX Trains, regular UTA buses, Microtransit, Streetcar, or FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.

The term "**Authorized User**" means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.

The term "**Non-Connecting Bus Service**" means travel on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, or UTA FrontRunner trains that does not directly connect to a Ski

- i) Daily. UTA shall issue Administrator an invoice for actual daily Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 per Authorized User daily boarding. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.
- ii) Daily Weekly Cap. UTA shall issue Administrator an invoice for actual daily Pass usage, not to exceed \$28 per week per authorized user, each month within seven days after the month ends. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.

F. CONFISCATION AND UNAUTHORIZED USE OF PASS. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

G. RECONCILIATION. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly

H. REPORTING

- i. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."
- ii. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily ridership on Ski Bus Service during the preceding month.
- iii. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type

of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

- iv. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
- v. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
- vi. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

I. **TEMPORARY VOLUME BASED DISCOUNT**. For the 2023/24 Ski Bus Agreement period only, UTA will provide a discount to Administrator to provide for alternate transportation solutions for their Employees. The amount owed for bus passes may be discounted by 75-100% of the prior year (2022/23) fees, with a guaranteed minimum discount of \$61,860 and a maximum discount of \$82,481.

- i. The discount value described above shall be based on the ridership information provided by the Administrator including the Administrator's Authorized Users described in Section H. UTA shall subsequently reflect the discount in the invoices provided by UTA for the utilization of UTA service by the Administrator's Authorized Users.
- ii. The discount will be applied to monthly invoices based on Administrator's Authorized Users utilization until the maximum discount amount is reached. If the minimum discount amount is not reached by the end date of this agreement, the balance of the minimum guaranteed amount will be provided in a fiscal year 2024 fare/vanpool credit to the ski resort.

J. **CONGESTION MITIGATION**. Administrator (Ski Resort) agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.

K. **EMPLOYEE SHUTTLE AND RIDERSHIP REPORTING**. Administrator agrees to take reasonable actions to provide alternate transportation solutions for their employees, separate from the UTA Ski Bus service. Administrator agrees to track and report to UTA the employee ridership on non-UTA shuttles to UTA at least monthly by 1st day of the following month. Employee ridership data will be utilized to provide a metric on the number of UTA Ski Bus

seats freed up for other public patrons because of the discounts provided under this Agreement. Ridership reporting may be sent to Russ Fox at Rfox@rideuta.com.

MISCELLANEOUS PROVISIONS

- L. **TERM.** This Agreement shall begin on date stated above and end on May 31, 2024.
- M. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
- N. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- O. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- P. **COSTS AND ATTORNEY'S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.
- Q. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator:	Alta Ski Area	Utah Transit Authority:
Name:	Michael Maughan	Jay Fox
Address:	PO Box 8007	669 West 200 South
	Alta, Utah 84092	Salt Lake City, Utah 84101
Phone:	801-799-2265	801-741-8806
Email:	mikem@alta.com	jfox@rideuta.com

Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or

the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

- R. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.
- S. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
- T. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees after the parties have reached an agreement to what is owed.
- U. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
- V. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- W. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- X. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- Y. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall

be in addition to, and not in lieu of, any right or remedy as provided by law.

- Z. NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2024, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

RESORT NAME ALTA SKI AREA

By:

 10-18-23
Signature Date

Print Name: MICHAEL R. HAUGHAN

Print Title: GENERAL MANAGER

UTAH TRANSIT AUTHORITY

By:

Signature Date

Print Name: _____

Print Title: _____

Approved As To Form:

DocuSigned by:

Mike Bell

10/26/2023

70E33A415BA44F6...

UTA Legal Counsel

By:

Signature Date

Print Name: _____

Print Title: _____

EXHIBIT A
Pass Program Account Setup

Section 1: Partner Information

Administrator: Alta Ski Area
Address: PO Box 8007
Alta, UT 84092
City, State,
Zip: _____

Section 2: Contact Information

Contact
Name: Michael Maughan
Title: General Manager
Phone: 801-799-2265
Email: mikem@alta.com

Section 3: Designated Transit Coordinator *(For additional Coordinator, please submit names and email addresses to efcooperations@rideuta.com)*

Contact
Name: Elise Morgan
Title: HR Specialist
Phone: 801-799-2262
Email: emorgan@alta.com

Section 4: Billing Information

Accounts
Payable
Contact: Pete Kelly
Title: Corporate Controller
Phone: 801-799-2264
Email: pete@alta.com

Method (Check One)		Email or Mailing Address
Email ☒	Mail ☐	

Payment Type (Check One)		
ACH ☐	Wire ☐	Check ☒

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Bus servicing the Cottonwood Canyons.

The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

TERMS AND CONDITIONS

- A. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
- B. **PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
- C. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
- D. **PASSES FOR NON-CONNECTING SERVICE.** It is the responsibility of the Administrator to restrict use on these non-connecting services by making a written request to efcoperations@rideuta.com or by indicating on the Administrator’s bulk import file sent to bulkimport@rideuta.com that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request or bulk import specifications, the Administrator agrees to pay full fare for use of those services.
- E. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

☐ **Daily (\$8.00)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use at the daily rate.

☒ **Daily- Weekly Cap (\$8.00 or \$28 Cap)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use not to exceed a weekly cap of \$28 per week per authorized user. Requires 100% participation by season pass holders and/or 100% participation by employees. Please indicate below the authorized user group or groups that will be participating in the program:

- ☒ **Season Pass Holders** (DOES NOT INCLUDE DISCOUNTED SEASON PASSES WITHOUT UTA BENEFITS)
- ☒ **Employees**



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager of Fare Strategy

TITLE:

Fare Agreement: Education Pass Agreement (Ensign College)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Authorize the executive director to enter an Education Pass Agreement with Ensign College for three years with a projected value of \$450,550.

BACKGROUND:

Ensign College (Ensign) and Utah Transit Authority (UTA) have historically partnered to provide those that work or attend classes at the institution with an unlimited premium transit pass. In July 2023, the Board of the Authority authorized a five-month extension to Ensign College's (College) Ed Pass Agreement. This extension was made in partnership with the College to line up Ensign's fiscal calendar with the term of the contract, as well to allow both parties to negotiate a longer-term agreement. The current agreement will expire on December 31, 2023 and both Ensign and UTA desire to continue our partnership through a new Ed Pass Agreement.

DISCUSSION:

UTA will enter a three (3) year Education Pass Agreement with Ensign College in the amount of \$450,550:

	School Year	Contract Value
1	2024	\$111,000
2	2025	\$150,200
3	2026	\$189,350

Total	\$450,550
--------------	------------------

The term of the contract will be January 1, 2024 through December 31, 2026 and will provide premium transit access to thirty-five hundred (3,500) students, faculty, and staff.

CONTRACT SUMMARY:

Contractor Name:	Ensign College
Contract Number:	23-F0365
Base Contract Effective Dates:	January 1, 2024 - December 31, 2026
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$450,550
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement and forego revenue and ridership.

FISCAL IMPACT:

The value of this contract is \$450,550 over three (3) years. This represents an increase in revenue of about \$210,000 as compared to the revenue received in the previous three (3) years of this agreement.

ATTACHMENTS:

Contract

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this “Agreement”) is made effective the 1st day of January, 2024 (the “Effective Date”) by and between **ENSIGN COLLEGE**, whose address is 95 North 300 West, SLC, UT 84101, (hereinafter referred to as the “Sponsor”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“UTA”).

RECITALS

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

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

DEFINITIONS

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

as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA
6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.
7. The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

- 1) Term of Agreement. The term of this Agreement shall be from the Effective Date to December 31, 2026.
- 2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.
- 3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.
- 4) Authorized Users. The number of Passes provided under this Agreement shall be 3,500 which represents 100% of the Sponsor's students enrolled in classes, and 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.
- 5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.
- 6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.
- 7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request

of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

- a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.
- b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.
- c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.
- d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

- a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. UTA shall invoice Sponsor for the base amount no later than February 1 of the contract year as stated in Exhibit A. Sponsor shall pay to UTA the invoiced amount no later than sixty days (60) from receipt of the invoice.
- b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within sixty days (60) days from the date of the invoice.
- c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full

extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

- 11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.
- 12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.
- 13) Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
- 14) Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.
- 15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

By: _____
Name: Jay Fox
Title: Executive Director

By: _____
Name: Viola Miller
Title: Chief Financial Officer

Approved as to Form

DocuSigned by:


70E33A416BA44F6
UTA Legal Counsel

ENSIGN COLLEGE

DocuSigned by:
By: 
Name: Guy Hollingsworth
Title: Vice President – Student & College Services

By: _____
Name:
Title:

EXHIBIT "A"
BASE PURCHASE PRICE

	School Year	Contract Value
1	2024	\$ 111,000
2	2025	\$ 150,200
3	2026	\$ 189,350

Fare Recognition Level: ☒ **Local**
 ☐ **Premium**

EXHIBIT "B"

PASS PROGRAM SETUP

Contract Administrator			
Name:	David Brooksby		
Email:	dbrooksby@ensign.edu	Phone:	801.524.8157

Billing Contact	
Name:	Stacey Boman
Email:	sboman@ensign.edu
Phone:	801.524.8126
Preferred Invoice Method (check 1):	
☒ Email	Email: apclerk@ensign.edu
☐ Mail	Attn: _____ Street: _____ City/State: _____ Zip: _____

Transit Coordinator			
Name:	Sonya Adams		
Email:	sadams@ensign.edu	Phone:	
Transit Coordinator			
Name:	Jessica Robbins		
Email:	jessie.robbs@ensign.edu	Phone:	
Transit Coordinator			
Name:			
Email:		Phone:	

**Additional Coordinators may be submitted separately to passprograms@rideuta.com

EXHIBIT “C”

PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR

Sponsor must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules <https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules>
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA’s partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred method for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager of Fare Strategy

TITLE:

Fare Agreement: Ski Bus Agreement - Amendment 1 (Sundance Ski Resort)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute Amendment No. 1 to the Ski Bus Agreement with Sundance Ski Resort for the 2023-2024 season.

BACKGROUND:

Utah Transit Authority ("UTA") and Sundance Ski Resort ("Resort") have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service in the Provo Canyon. For the past 20 plus years, Sundance Ski Resort and UTA have contracted together to provide transit service to employees and ski pass holders.

For the 2022-2023 Ski Season, UTA and Sundance Ski Resort entered a ski bus agreement wherein UTA invoiced the resort based on a daily rate with a cap. Billing per user was on \$8.00 per day and resorts paid no more than \$28 per week per user. An authorized user's season pass or employee ID acted as the holder's transit pass for the ski season. Both parties desire to extend this agreement for one (1) additional year for the 2023-2024 Ski Season.

DISCUSSION:

Staff recommends that UTA enter Amendment No. 1 to the Ski Bus Agreement with Sundance Ski Resort for the 2023-2024 ski season. The term of the agreement shall be extended until December 31, 2024. All other terms and conditions of the agreement are unaffected by this Amendment.

CONTRACT SUMMARY:

Contractor Name:	Sundance Ski Resort
Contract Number:	22-F0325-1
Base Contract Effective Dates:	December 7, 2022 through November 30, 2023
Extended Contract Dates:	November 30, 2023 through November 30, 2024
Existing Contract Value:	\$16,750
Amendment Amount:	\$16,750
New/Total Contract Value:	\$33,500
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with Sundance and explore other fare options for their employees and season pass holders.

FISCAL IMPACT:

Revenue is estimated to be \$16,750 for the 2023-24 Ski Season and is based on revenue received in the 2022-23 Ski Season.

Total revenue December 7, 2022 through November 30, 2024 is estimated to be \$33,500.

ATTACHMENTS:

Contract Amendment No. 1

AMENDMENT NO. 1
TO
SKI BUS PASS AGREEMENT

WHEREAS Sundance Ski Resort and Utah Transit Authority (UTA) entered into a SKI BUS PASS AGREEMENT (hereinafter "Agreement") on December 7, 2022 (UTA Contract No. 22-F0325) for a term of one year; and

WHEREAS the Parties now desire to extend the Agreement for one additional year until December 31, 2024;

NOW, THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. The TERM of the Agreement shall be extended until December 31, 2024.
2. All other terms and conditions of the Agreement are unaffected by this Amendment No. 1 and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the date of last signature below.

SUNDANCE SKI RESORT

By: Bryan Kindred Date: 10/17/2023
EE38F982DC64BDA23B5C510508A9A626 contractworks.

Name: **Bryan Kindred**

Title: **VP of Finance**

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

Approved as to Form:

DocuSigned by:
By: Mike Bell Date: 10/18/2023
Mic...70E33A415BA44F6...
Assistant Attorney General
Counsel for UTA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Finance Officer
PRESENTER(S): Kensey Kunkel, Manager of Fare Strategy

TITLE:

Fare Agreement: Ski Salt Lake Super Pass - Amendment 2 (Visit Salt Lake)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Authorize the Executive Director to execute the Ski Salt Lake Super Pass Agreement-Amendment No. 2 with Visit Salt Lake.

BACKGROUND:

Visit Salt Lake, a Utah non-profit corporation, markets a Ski Salt Lake Super Pass ("Super Pass") to multiple tourism entities in the Salt Lake City area. The Super Pass is redeemable by the holder for an all-day ticket at: Snowbird Ski Resort, Alta Ski Area, Brighton Resort and Solitude Ski Resort. The Super Pass also includes UTA's Electronic Fare Collection "EFC" information, allowing the holder to ride transit to the resort.

Entities promoting tourism sell the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake reimburses UTA for transit usage by the Super Pass holders monthly during the ski season. Visit Salt Lake is responsible for designing, producing, marketing, and distributing the Super Pass that includes UTA's Electronic Fare Collection "EFC" information within each pass. The Super Pass is only distributed to Providers and is not directly sold to the public.

To streamline the distribution process, patrons purchasing a Super Pass will first receive a voucher confirmation. This confirmation is valid fare on ski bus service and connecting UTA service for a single, initial trip to a resort. Once at a resort, vouchers shall be exchanged for a Super Pass.

UTA partnered with Visit Salt Lake in a Ski Salt Lake Super Pass Agreement Modification One (1) for the 2022-23 Ski Season. Entities promoting tourism sold the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake reimbursed UTA for transit usage by the Super Pass holders monthly during the ski

season.

Visit Salt Lake paid to UTA a daily rate of \$8.00 per day, per card tapped, which was a 20% discount off the round-trip ski bus fare. UTA and Visit Salt Lake have historically partnered together to offer a UTA transit pass to tourists upon purchase of the Ski Salt Lake Super Pass. This agreement will expire on November 30, 2023, and both parties desire to renew this agreement.

DISCUSSION:

Visit Salt Lake and UTA will partner together once again through Modification two (2) to the Ski Salt Lake Super Pass Agreement for the 2023-24 Ski Season. The term of this agreement is to reinstate for a new term effective December 1, 2023 and continue in full force until November 30, 2024. All other terms of the agreement, including pricing will remain the same.

CONTRACT SUMMARY:

Contractor Name:	Visit Salt Lake
Contract Number:	21-F0248-2
Base Contract Effective Dates:	November 15, 2021- November 30, 2023
Extended Contract Dates:	December 1, 2023 - November 30, 2024
Existing Contract Value:	\$19,800
Amendment Amount:	\$9,500
New/Total Amount Contract Value:	\$29,300
Procurement Method:	NA
Funding Sources:	NA

ALTERNATIVES:

Do not approve the contract with Visit Salt Lake and forego revenue received through the contract.

FISCAL IMPACT:

Revenue is estimated to be \$9,500 for the 2023-24 Ski Season and is based on revenue received in the previous year.

Total contract revenue November 15, 2021 through November 30, 2024 is estimated to be \$29,300.

ATTACHMENTS:

Contract Amendment No. 2

***Amendment Two
and Reinstatement
of
VISIT SALT LAKE
SALT LAKE SKI SUPER PASS
AGREEMENT***

This Amendment 2 to the Salt Lake Ski Super Pass Agreement (this “**Amendment**”) is entered into as of December 1, 2023 (the “**Amendment Effective Date**”) by and between Visit Salt Lake, a Utah non-profit corporation (“Visit Salt Lake” or “Administrator”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”). Administrator and UTA are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrator and UTA agree as follows:

1. TERM. This Agreement, which expired on November 30, 2023, by this Amendment Two, is hereby reinstated for a new term effective December 1, 2023 and continue in full force until November 30, 2024.
2. All terms of the agreement except the Paragraph 11 (TERM) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

VISIT SALT LAKE CITY

By: Bart Blaisdell Date: _____
Digitally signed by Bart Blaisdell
Date: 2023.10.09 16:20:26 -06'00'

Name: Bart Blaisdell

Title: Chief Financial Officer

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name:

Title:

By: _____ Date: _____

Name:

Title:

Approved as to Form:

DocuSigned by:

Mike Bell

10/10/2023

70E33A415BA44F6...

Michael Bell
Assistant Attorney General
Counsel for UTA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Daniel Hofer, Director of Capital Assets and Project Controls
Greg Andrews, Senior Financial Analyst

TITLE:

TBA2023-11-01 - Technical Budget Adjustment for Capital Budget Transfers

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

It is recommended that the Board approve Technical Budget Adjustment TBA2023-11-01, accepting the recommendations and approving the transfer of funds for these projects.

BACKGROUND:

In accordance with Board of Trustee Policy Number 2.1, Financial Management and Board Policy 2.3 Budget, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request is to supplement several projects in UTA's 2023 Capital Program with funds transferred from other projects or the Capital contingency to complete projects this year.

Proposed Budget Adjustment

This proposed transfer of \$4.085 million in Technical Budget Adjustments to the 2023 Capital Budget will transfer funds to five projects to aid in their delivery.

DISCUSSION:

MSP265- Program Management Support

Project has a current budget of \$3.911 million. Budget transfer will true up need to finish out planned expenditures through 2023 year's end. Project is used as a general program support fund to cover things like

employee salaries who help support the capital program as a whole or other program wide initiatives. Examples of initiatives in 2023 include the Non-Revenue Vehicle Fleet Management Action Plan, Procore Software implementation, general Design Criteria and Specification updates, GIS consultant fees, DBE support, and Grants support.

MSP262- SL Central HQ Office

Project currently has a budget of \$1.816 M. UTA is requesting to add \$300 K to this project to allow them to process a requisition needed to enter into a contract for design advisory services. This would bring the total 2023 budget to \$2.116 M for 2023. This would allow UTA to get to the 10% design milestone for this project tentatively by the end of 2023.

MSP205- Tiger Program of Projects

The Tiger Project has encountered a quality issue on the Lehi Pedestrian Bridge. The \$700,000 is estimated to be UTA's portion to fix the issue.

MSP263- TOD Working Capital

Project has a current budget of \$2.866 million. Currently, UTA is in partnership with a contractor and the city of Clearfield working on the Clearfield Station Transit Oriented Development (TOD) project. The \$300,000 is to partner with Clearfield city on some critical infrastructure improvements such as lighting, bus loops, access roads, and other improvements at the Clearfield TOD site.

MSP294- Planning Managed Reserve

Project currently has a budget of \$300,000 in 2023. Additional \$85,000 will allow us to relocate the current GreenBike stands located in the north parking lot. These would be located to the sidewalk area at the front of FLHQ. This will provide some additional parking to be created in the space vacated by moving these bike stands.

ICI229- Red/Green/Blue/FrontRunner Camera Systems

Project has a current budget of \$1,104,000 in 2023. Project has a current five-year plan amount of \$4,892,000. Project is intended to be a multi-year camera system installation on UTA's TRAX and FrontRunner trains. UTA went through the procurement process to award a contract for the purchase of materials. The original intent was to purchase materials over the course of the five years and install. The materials were all purchased and delivered in 2023 which has caused the current deficit. The additional \$2.3 M will provide sufficient budget authority to cover the remaining invoice amounts. In the upcoming 2024-2028 five-year plan, the overall yearly amounts have been reduced to reflect the advance on the materials in 2023.

MSP999- Capital Contingency

The Contingency budget has \$2,953,000 in it for the remainder 2023. The above-mentioned requests would reduce the contingency budget by a total of \$400,000, leaving it with a balance of \$2,553,000 for the year.

MSP283- ROW & Facility Opportunity Buy

Project has a current 2023 budget of \$5 million. This project is used to procure parcels and facilities as they

become available and are deemed beneficial to UTA. This budget adjustment will transfer \$300,000 to the MSP262- SL Central Office project to aid in delivery of its 10% concept plans and marketing strategy. This will leave this project with a budget of \$4.7 million through the end of 2023.

MSP273- Public Partnership Projects

Project has a current 2023 budget of \$2 million. This project was set up to partner with local entities on capital projects on efforts deemed to be mutually beneficial to the stakeholders. This budget adjustment will reduce the current budget amount by \$1.085 million, leaving it with a balance of \$915,000 for the remainder of 2023. Budget adjustments would benefit three of the projects mentioned above, Tiger Program of Projects, TOD Working Capital, and the Planning Managed Reserves.

ICI001- Passenger Information Signs

Project has a current 2023 budget of \$3.202 million. Project has been working through some engineering issues. Those have been worked out and will move forward in 2024 pending the approval of the 2024-2028 five-year capital plan. The existing budget re-programmed into the upcoming five-year plan. This budget adjustment would reduce the existing budget by \$2.3 million, leaving it with a budget of \$915,000 through the end of 2023.

ALTERNATIVES:

Projects not receiving the requested funding would result in work being delayed or cancelled.

FISCAL IMPACT:

These requests can be addressed using funds currently existing in UTA's 2023 Capital Budget. This will not affect UTA's fund balance outside of what is already included in our current Capital Plan.

ATTACHMENTS:

- Technical Budget Adjustment TBA2023-11-01 Exhibit A-1 - Capital Budget Transfers

**UTAH TRANSIT AUTHORITY
2023 CAPITAL BUDGET
Technical Budget Adjustment
TBA2023-11-01**

Exhibit A-1

		Capital Budget		Technical Adjustment 2023 Capital Budget
Funding Sources		Amended 3 2023 Capital Budget	Technical Adjustment	
1	UTA Current Year Funding	\$ 123,731,000	\$ -	\$ 123,731,000
2	Grants	132,022,000		132,022,000
3	Local Partner Contributions	13,939,000		13,939,000
4	State Contribution	25,713,000		25,713,000
5	Leasing	41,755,000		41,755,000
6	Total Funding Sources	\$ 337,160,000	\$ -	\$ 337,160,000
Expense				
7	Infrastructure SGR Projects	\$ 50,324,000	\$ -	\$ 50,324,000
8	5310 Projects	8,832,000		8,832,000
9	Capital Construction	45,968,000		45,968,000
10	Capital Development	88,595,000	15,000	88,610,000
	MSP205- Tiger Program of Projects	16,961,000	700,000	17,661,000
	MSP273- Public Partnership Projects	2,000,000	(1,085,000)	915,000
	MSP265 - Program Management Support	3,911,000	400,000	4,311,000
11	Capital Contingency	2,953,000	(400,000)	2,553,000
12	Facilities - SGR	7,401,000		7,401,000
13	Information Technology	21,990,000	-	21,990,000
	ICI229- Red/Blue/Green/FrontRunner Camera System	1,104,000	2,300,000	3,404,000
	ICI001- Passenger Information Signage	3,202,000	(2,300,000)	902,000
14	Planning	4,127,000	85,000	4,212,000
	MSP294- Planning Managed Reserve (Green bike)	300,000	85,000	385,000
15	Property/TOC	8,627,000	300,000	8,927,000
	MSP263- TOD Working Capital	2,866,000	300,000	3,166,000
	MSP262- SLCentral HQ Office	1,816,000	300,000	2,116,000
	MSP283- ROW & Facility Opportunity Buy	5,000,000	(300,000)	4,700,000
16	Revenue/ Service Vehicles	\$ 92,249,000		92,249,000
17	Safety and Security	6,094,000		6,094,000
18	Total Expense	337,160,000	-	337,160,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brian Baker, Vice President Zion Public Finance

TITLE:

Outcomes for the Tender Offer for a Portion of the Authority's Outstanding Bonds

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion on the final outcome of UTA's bond tendering.

BACKGROUND:

A bond tender was offered by UTA to purchase bonds from investors that were either low coupon in nature, not callable, and/or worth less than other higher interest rate investments. Tendered bonds from the 2019B, 2020B, 2015 and 2016 series were purchased with the proceeds of a 2023 tax-exempt bond issue. UTA invited existing bondholders to "tender" their bonds at specified prices determined by UTA, its Municipal Advisor, and its Dealer-Manager (see below).

Series	CUSIP Base 9	Maturity Date	Interest Rate	Outstanding Par Am	Maximum Principal Am	Purchase Price (% of Par Amount)
2020B	FR5	12/15/2033	2.375%	\$2,835,000	\$2,835,000	79.178%
2020B	FS3	12/15/2034	2.475	2,905,000	2,905,000	78.201
2020B	FT1	12/15/2035	2.575	2,965,000	2,965,000	77.322
2020B	FU8	12/15/2036	2.675	4,365,000	4,365,000	76.581
2020B	FV6	12/15/2039	2.970	61,680,000	61,680,000	75.649
2019B	EX3	12/15/2042	3.443	188,810,000	100,445,000	77.236
Series	CUSIP Base 91756	Maturity Date	Inter	Outstanding Par	Maximum Principal Am	Purchase Price as a Percent of Par ²
2016	CH0	12/15/2029	4.000	\$18,865,000	\$18,865,000	101.882
2016	CF4	12/15/2030	4.000	29,915,000	29,915,000	101.229

2016	CG2	12/15/2031	4.00031,110,000	31,110,000	100.748
2015A	BD0	6/15/2024	5.00033,255,000	33,255,000	101.256
2015A	BE8	6/15/2025	5.00034,385,000	34,385,000	103.127
2015A	BK4	6/15/2024	5.0007,100,000	7,100,000	101.146
2015A	BL2	6/15/2025	5.00013,315,000	13,315,000	102.919

DISCUSSION:

Parameters set by the Board in July 2023:

- Net Savings % need to exceed 5%
- Net Present Value Savings should exceed \$6M
- Tendering offers should only be to 2015A and 2016 tax exempt, and 2020, 2019B and 2020B taxable bondholders maturing debt prior to December 15, 2042
- Refunding bonds should not exceed the original tendered bond
- Time to perform the tendering should be a year

Outcome of the Bond Tendering in October 2023

- Net Savings % was 6.2%
- Net Present Value Savings \$6,290,481
- Tendering offers were only accepted on the 2015A tax exempt, 2019B and 2020B taxable bonds. No 2016 bonds were accepted due to higher tax-exempt rates, but that \$80 million will be eligible for potential refunding in 2026.
- Tendering participation was overall 35.7% (based on total outstanding bonds) and 45% (based on maximum principal amount eligible for acceptance)
- UTA accepted \$101,175,000 in tendered bonds (out of \$155,110,000 that were submitted for tendering), but due to the meaningful discount at which taxable bonds were purchased, UTA only had to borrow \$77,600,000 in tax-exempt refunding bonds to satisfy the tender.

ALTERNATIVES:

N/A

FISCAL IMPACT:

UTA reduced principal debt by \$23,575,000 and saved overall interest of \$11,481,261.64 over the next 20

years. The cost for this tendering was \$826,815.61, which is included in the calculation of all savings numbers.

ATTACHMENTS:

N/A



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Marcus Bennett, Project Manager

TITLE:

S-Line Extension Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

The S-Line Extension project is being progressed by Capital Development in close coordination with Salt Lake City. The existing S-Line service extends 1.85 miles east from the trunk of the Light Rail Transit system. It begins at the Central Point Station and extends through South Salt Lake into the Sugarhouse neighborhood of Salt Lake City.

DISCUSSION:

The project will extend the S-Line 900' from the Fairmont Station at McClelland St to Highland Drive. Currently there is about 2000' of double track on the S-Line Between 300 East and 500 East, and a short piece at the Fairmont Station. The project will add about 1400' of double track between 500 East and 700 East.

ALTERNATIVES:

N/A

FISCAL IMPACT:

The State has allocated \$12M in funding to the project. No more than \$6M in UTA funds will be utilized for the project. Salt Lake City has applied for TTIF funds. Salt Lake City and the RDA will be contributing property to the project.

The current cost estimate is just under \$16M, and does not include the cost of an additional vehicle. The need for an additional vehicle to keep the current 15-minute headways is being evaluated.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/8/2023

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

TITLE:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of collective bargaining.

BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss collective bargaining