

Regular Meeting of the
Board of Trustees of the Utah Transit Authority



Wednesday, July 15, 2020, 9:00 a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at

https://www.youtube.com/results?search_query=utaride

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with Utah Governor Gary Herbert’s Executive Order on March 18, 2020 suspending some requirements of the Utah Open and Public Meetings Act, the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, July 14th will be distributed to board members prior to the meeting:
 - online at <https://www.rideuta.com/Board-of-Trustees>
 - via email at boardoftrustees@rideuta.com
 - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.
https://www.youtube.com/results?search_query=utaride

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|---|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Consent | Chair Carlton Christensen |
| a. Approval of July 1, 2020 Board Meeting Minutes | |
| 4. Agency Report | Carolyn Gonot |
| 5. Contracts, Disbursements, and Grants | |
| a. Contract: Lawncare and Landscape Services (Acer Landscape Management, LLC and The Yard Butler) | Eddy Cumins |
| b. Contract: Annual Supplier Agreement for Bus Mobile Data Computer Systems (Broadcast Microwave Services) | Dan Harmuth,
Kyle Brimley |
| c. Grant Agreement: Federal Transit Administration FY19 Transit Oriented Development (TOD) Planning Grant Awards for UTA Corridors at South Utah County FrontRunner and Point of the Mountain | Mary DeLoretto |

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: https://www.youtube.com/results?search_query=utaride

6. Discussion Items

- | | |
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| a. South Salt Lake County Microtransit Pilot Quarterly Report | Nichol Bourdeaux, Jaron Robertson, Shaina Quinn |
| b. August 2020 Change Day Service Plan Overview | Mary DeLoretto, Laura Hanson |
| c. Utah Transit Authority Corridor Studies with Bus Rapid Transit Alternatives | Mary DeLoretto |

7. Other Business

- a. Next meeting: July 22, 2020 at 9:00 a.m.

Chair Carlton Christensen

8. Adjourn

Chair Carlton Christensen

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

Real heroes wear masks, be a hero



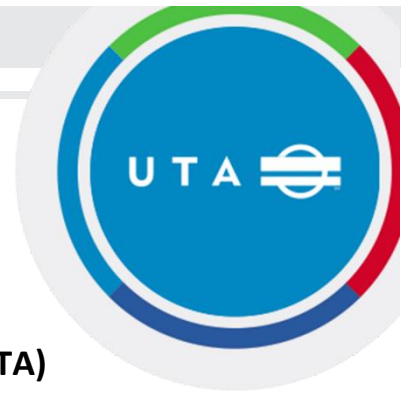


MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Jana Ostler, Board Manager

BOARD MEETING DATE: July 15, 2020

SUBJECT:	Approval of July 1, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the July 1, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday July 1, 2020 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 and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2020-07-01_BOT_Minutes_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held remotely via phone or video conference
and broadcast live for the public via YouTube
July 1, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also participating were members of UTA staff.

Call to Order and Opening Remarks. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

Public Comment. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as an appendix to the minutes of the meeting.

Safety First Minute. Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

Consent Agenda. The consent agenda was comprised of:

- a. Approval of June 17, 2020 Board Meeting Minutes
- b. Approval of June 24, 2020 Board Meeting Minutes
- c. Revised CAD/AVL Software Development Services Contract (Software Technology Group)

A motion to approve the consent agenda was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Agency Report.

Employee Acknowledgement. Carolyn Gonot, UTA Executive Director, acknowledged Dan Harmuth and Kent Muhlestein for their contributions to American Public Transportation Association (APTA) publications related to the coronavirus outbreak.

Introduction of Capital Projects Director. Ms. Gonot was joined by Mary DeLoretto, UTA Chief Service Development Officer, who introduced Manjeet Ranu, newly hired UTA Capital Projects Director. Mr. Ranu then spoke about his background and briefly summarized his goals with the agency.

Face Covering Requirement. Ms. Gonot was joined by Eddy Cumins, UTA Chief Operating Officer. Ms. Gonot spoke about the agency directive requiring face coverings for all riders and employees systemwide beginning today, July 1, 2020. She said UTA will be providing masks to riders who do not have them and will be installing mask dispensers on vehicles. She mentioned a frequently asked questions document that was distributed to employees to provide more information about the requirement.

Discussion ensued. A question on the timeline for installation of mask dispensers on vehicles was posed by the board and answered by staff.

COVID-19 Ridership Survey. Ms. Gonot was joined by Nichol Bourdeaux, UTA Chief Communications & Marketing Officer, and Megan Waters, UTA Community Engagement Manager. Ms. Bourdeaux delivered a presentation on the COVID-19 Ridership Survey that was conducted in May 2020, with questions assessing impacts on ridership percentages, awareness of safety measures, rider experience, and changes in use. Ms. Waters then spoke about results of the Pass Partner Survey, which covered the same measures as the Ridership Survey, as well as ridership outlook post-pandemic and other considerations.

Discussion ensued. Questions on the kind of communication riders are seeking, communications via text, communications with education partners, and availability of information on UTA's recovery plans to share with partners were posed by the board and answered by staff.

Trustee Holbrook suggested utilizing existing tools to promote the communications via text option to riders now in addition to targeted promotions planned for the future. The board also requested the link to the recovery dashboard once it is launched.

Financial Report – May 2020. Bob Biles, UTA Chief Financial Officer, delivered the May 2020 financial report, including the May 2020 dashboard, passenger revenues, sales tax collections, sales tax revenues, revenue loss and CARES Act funding estimates, expense variance by mode, expense variance by chief officer, and expense variance by type. Mr. Biles noted an error on the Utah County percentage shown on the sales tax collections presentation slide. The correct percentage is 11.3%.

Discussion ensued. A question on Federal Emergency Management Agency (FEMA) contributions was posed by the board and answered by Mr. Biles.

Resolutions.

R2020-07-01 Resolution Appointing Ronald S. Ellis as Director of Internal Audit. Chair Christensen introduced the resolution, which appoints Ronald S. Ellis as UTA's Director of Internal Audit. He then asked Mr. Ellis to introduce himself.

A motion to approve R2020-07-01 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Oath of Office – Internal Audit Director Ronald Ellis. Cathie Griffiths, Executive Assistant to the Board Chair, administered the oath of office to Mr. Ellis.

Contracts, Disbursement, and Grants.

Change Order: Light Rail Traffic Signal Interface Extension (Pinetop Engineering LLC).

Eddy Cumins, UTA Chief Operating Officer, was joined by Bryan Sawyer, UTA Manager of Rail Technical Services & Quality Assurance. Mr. Cumins requested the board authorize a change order for a second-year option on the contract with Pinetop Engineering LLC for light rail traffic signal interface programming and maintenance in the amount of \$65,000.

Chair Christensen commented that doing a request for proposals for a new contract following the second option year in question was a good idea.

A motion to approve the change order was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Change Order: FTA Section 5310 Subrecipient Agreement Amendment (United Way Community Services). Mr. Cumins was joined by Ryan Taylor, UTA Coordinated Mobility Manager. Mr. Cumins requested approval of a contract amendment with United Way Community Services to eliminate three 14-passenger buses from the previously approved Federal Transit Administration (FTA) 5310 grant and replace them with a maintenance service truck and radio equipment. There is no change to the contract total.

A motion to approve the change order was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Discussion Items.

Draft June 2020 Transit Financial Plan and 2021 Budget Targets. Mr. Biles spoke about the key assumptions used in the June 2020 Transit Financial Plan (TFP) and compared them to the assumptions used in the December 2019 TFP. He then reviewed the draft June 2020 TFP, the draft 2021 budget targets, and the 2021 budget schedule.

Discussion ensued. Questions on inclusion of assumptions including a fare increase and impacts on specific “quarters” of sales tax revenue, and accounting for wider growth projections were posed by the board and answered by Mr. Biles.

South Salt Lake County Microtransit Pilot Quarterly Report. This item was deferred to the July 15, 2020 board meeting.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, July 15, 2020 at 9:00 a.m.

Closed Session. Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation as well as the purchase, exchange, lease, or sale of real property. A motion to move into closed session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously. Chair Christensen called for a short break at 10:30 a.m. and indicated the board would begin closed session at 10:35 a.m.

Open Session. A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board returned to open session at 12:01 p.m.

Adjournment. The meeting was adjourned at 12:02 p.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

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/614171.html> for entire content.

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

Appendix

**Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting**

Received June 26, 2020 from Fred Elliott:

I have noticed on your agenda that you will be discussing finances on this next meeting. I would like to request that a part of these finances to please be earmarked for operations, specifically for several brick and mortar restroom at several of our end of the line locations. Restrooms are needed mostly at the Fashion Place West Trax station, the 3900 South Park and Ride, and Midvale Fort Union Trax station. Thank you for all the hard work that you do for us.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carolyn Gonot, Executive Director

BOARD MEETING DATE: July 15, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

BOARD MEETING DATE: July 15, 2020

SUBJECT:	Lawncare and Landscape Services (Acer Landscape Management, LLC and The Yard Butler)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve contracts and authorize the Executive Director to execute contracts and associated disbursements with Acer Landscape Management LLC and The Yard Butler to perform lawn care and landscaping services on 29 UTA property locations in amount of \$605,411.50 (\$527,464.00 with Acer Landscape Management and \$77,947.50 with the Yard Butler).
BACKGROUND:	Under the terms of this agreement, UTA will contract with Acer Landscape Management LLC and The Yard Butler for lawn care and associated services. The scope of this contract is to provide approximately 25 weekly lawn care service activities during spring, summer and fall months as needed, and only upon request from the Project Manager. This contract also includes Spring and Fall clean up, lawn aeration, fertilization, weed control, and shrub trimming as needed.
DISCUSSION:	<p>UTA staff is requesting approval of contracts with Acer Landscape Management and The Yard Butler to perform lawn care and associated services. These contracts have a base term of 3 years with two one-year options. Details associated with each contract are as follows:</p> <p>Acer Landscaping Management LLC will have responsibility for 21 properties. The cost per year is \$105,492.80 with a total 5 year cost of \$527,464.00.</p> <p>The Yard Butler will have responsibility for 8 properties. The cost per year is \$15,589.50 with a total 5-year cost of \$77,947.50</p> <p>Combined, Acer Landscape Management LLC and The Yard Butler will provide lawn care and landscaping services for 29 properties. The cost per year is \$121,082.30 with a total 5-year cost of \$605,411.50</p>

CONTRACT SUMMARY:	Contractor Name: Acer Landscape Management LLC, and The Yard Butler	
	Contract Number: 19-03083	Existing Contract Value:
	Base Contract Effective Dates: July 1, 2020 thru June 30, 2023	Extended Contract Dates: July 1, 2023-June 30, 2025 (option years)
	Amendment Amount:	New/Total Amount Contract Value: \$605,411.37
	Procurement Method: IFB	Funding Sources: Local
ALTERNATIVES:	The alternative of hiring full time UTA employees to complete these seasonal services has been explored and it is a much more expensive option.	
FISCAL IMPACT:	Expense has been included in the Facilities operating budget under contract services.	
ATTACHMENTS:	<ul style="list-style-type: none"> • Acer Landscape Contract • Yard Butler Contract 	

UTA CONTRACT NO. **19-03083-1**

LAWNCARE FOR MULTIPLE YEARS

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and ACER LANDSCAPE MANAGEMENT, LLC, (“Consultant”).

RECITALS

- A. UTA desires to hire professional services for LAWNCARE OF MULTIPLE PROPERTIES.
- B. On or about 4/1/2020, UTA issued Request for Proposal Package Number 19-03083 (“IFB”) encouraging interested parties to submit proposals to perform the services described in the IFB.
- C. Upon evaluation of the proposals submitted in response to the IFB, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

- a. Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. PROGRESS OF WORK

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) - year period expiring 6/30/2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to TWO additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this 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 IFB 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.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Contractor's Bid or Proposal including proposed terms or conditions

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

8. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

- 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 21 of this Contract.

9. INVOICING PROCEDURES

- a. Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. 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.

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

13. SUSPENSION OF WORK

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

14. TERMINATION

a. FOR CONVENIENCE: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay

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

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

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

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be

made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts,

including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA 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 the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. 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.

i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. 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.”

iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

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

e. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

f. Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

g. Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) 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 received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

i. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

20. OTHER INDEMNITIES

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

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims

must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's JOHNNY JOHNSON / Contractor's Camron Stewart	Five calendar days
UTA's KEVIN ANDERSON / Contractor's Jeff Radmall	Five calendar days
UTA's DAVE HANCOCK / Contractor's MJ Macias	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition,

covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority

ATTN: RICK WILSON

669 West 200 South

If to Consultant:

Acer Landscape Management, LLC

134 E 800 N

Mapleton, UT 84664

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

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

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant

has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.

- c. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

30. COSTS AND ATTORNEYS FEES

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

31. NO THIRD PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. SEVERABILITY

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

34. ENTIRE AGREEMENT

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

35. AMENDMENTS

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

36. COUNTERPARTS

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

37. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

**ACER LANDSCAPE
MANAGEMENT, LLC**

By _____

Kevin Anderson
Facilities Maintenance Manager
Date

By _____

MJ Macias
President
Date

By _____

Dave Hancock
Director of Asset Management
Date

By _____

Mike Bell
UTA Legal Council
Date



EXHIBIT A – SCOPE OF SERVICES

Lawncare 19-03083

PROJECT NAME: 19-03083 Landscaping and lawn care

- 1. START AND END DATE:** UTA seeks a firm fixed priced contract with a term of three (3) years with options for two (2) additional one (1) year extensions. The start date will be the date of the final signature on the contract and would end no later than five (5) years from that date. Proposals shall be valid for 90-days after proposal due date. If UTA accepts the proposer's price discounts during that 90-day period, the proposed price discount may not be adjusted for 18 months. After which, the Contractor must submit their request for discount adjustments in writing and provide documentation from suppliers to support any adjustment requests. Price adjustments will not be retroactive; ordering prices will not be changed until the adjustments are approved by UTA by written change order. UTA warrants it will consider requests for price adjustments within a reasonable time from date of receipt; contractor warrants that it will not delay delivery of items pending price changes. All price modifications are subject to the approval of UTA. If price increases are not mutually acceptable, UTA may terminate the contract.
- 2. STATEMENT OF WORK:** The contractor shall provide all labor, materials, supplies, equipment and transportation to provide lawn care at the locations specified herein as set forth in the Specifications. This service covers all lawn cutting and grounds care per the Specifications. At no time will contractor personnel cross into the track area or onto the rail right-of-way.
- 3. CONTRACTOR CERTIFICATION:** Contractor must provide proof of all required licensing and application and safety training and any applicable certifications required by Federal, State, County and/or local regulations applying to this service. **Copies of all certifications must be submitted prior to starting work.**
- 4. SAFETY EQUIPMENT:** Contractor personnel using lawn cutting equipment shall wear Protective footwear and safety glasses IAW with all State and Federal guidelines.
- 5. EQUIPMENT:** Contractors will supply all equipment and materials necessary to perform the services detailed in this request for quotation. Equipment will be maintained in good repair with sharp blades etc. and safe operating condition. UTA reserves the right to have unsafe equipment removed from UTA property. Replacement of unsafe equipment will be at no additional cost to UTA.
- 6. CONTRACTOR LIABILITY:** Contractor will be liable and responsible for any and all damage done to trees, shrubs, bushes, sprinkler systems and or sprinkler heads, barriers and or any damage done to real property in the course of the resulting contract/order. **Sprinkler heads damaged will be repaired/replaced the same day as damaged by the Contractor at no cost to UTA.**
- 7. INSPECTIONS & INVOICE PAYMENTS:** Invoices will not be paid for work not completed. Cameras may be used to verify work performed. Periodic physical OR camera recording inspections will be made by UTA Facilities personnel to verify that work is completed as required. Inspections will be made as determined necessary by the Facilities Manager, or his designated representative (hereinafter referred to as the "inspector"), and may be made based on the Contractor's performance throughout the contract. Inspections may be scheduled or unscheduled. Invoice payments will be at the discretion of the Facilities Manager based on each situation encountered. Performance issues and payments withheld will be fully documented and processed through the Procurement Manager.

8. ORDER OF PRECEDENCE: The Order of Precedence for this contract is as follows

1. UTA Contract Terms
2. UTA Solicitation Terms
3. UTA Project Specifications
4. Contractor's Bid or Proposal
5. Contractors 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.

SPECIFICATIONS:

1. All lawns must be cut on a weekly basis; days between cuttings must not exceed 7 days. All cutting will be completed the same day as started. Grass will be cut to a length of 2" to 3" except for the first and last cuttings which will be 1" long. Any variations will be as instructed by the Program Manager.
2. All lawns must be edged and trimmed around sidewalks, driveways, cement retaining walls and shrub beds. Trimming/edging will include grass and/or weeds in the cracks in the sidewalks, curb and gutter, parking areas and driveways. All sprinkler heads must be kept clear of grass (grass trimmed below heads). Pop up sprinkler heads will be cleared as required. All clippings will be removed by the use of grass catchers and will be disposed of in a legal manner. All clippings and debris will be removed on the day of service. Grass/debris cannot be blown onto or left in roadways, parking areas or track right-of-way.
3. All sidewalks and walk ways must be cleaned and grass clippings removed and disposed of in a legal manner. All trash and papers that blow onto the lawn and flower/shrub beds must be cleaned up and removed at each weekly cutting. Trash along curb areas will be removed and curb areas kept clean.
4. Cutting is to be started and completed on the same day each week. (Example: If initial cutting is accomplished on Wednesday, then all subsequent cutting will be on Wednesdays). All cutting is to be accomplished in one day without delay.
5. The following tasks will be done ONLY upon the Project Manager's request, and MAY be scheduled on a recurring basis ONLY if requested by Project Manager:
 - a. Spring flower bed and leaf clean up.
 - b. Lawn aeration.
 - c. Lawn weed control and fertilization.
 - d. Flower bed weeding.
 - e. Shrub trimming.
 - f. Fall flower bed and leaf clean up.
6. Other UTA properties may be added upon request.
7. Areas requiring service will be those identified in Attachment 1 – Bid Schedule

Partial bids are acceptable even if not bidding on all groups, however a submitted bid will be deemed complete only if all items in that group are entered. Prices for all 5 years must be entered.

This is a multiple award contract. The low overall bid for each group will be awarded to the low responsible bidder.

NOTE: The annual cost for lawn care is evaluated at 25 occurrences per year, however actual number of occurrences may be higher or lower depending on the seasonal weather conditions. Evaluation of all other elements are calculated based on a single annual occurrence, however the element is not guaranteed, and it is at the program managers discretion to request the work at each location. The program manager may also request additional occurrences of any or all optional elements at any time.

Exhibit B - Bid Schedule 19-03083

Vendor Selected for Groups 2, 4 and 5 is Acer Landscaping

Project Manager for ALL Properties in Groups 2, 4 and 5 is Johnny Johnson 801-557-7637

BLUE LINE - GROUP 2

PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP	LAWN AERATION	LAWN WEED CONTROL FERTILIZATION	FLOWER BED WEEDING	SHRUB TRIMMING	FALL CLEAN UP		
1	MEADOWBROOK TRAX		188 W 3900 S									
	Year 1	117.00	x25	2925.00	156.00	78.00	175.00	100.00	0.00	156.00		
	Year 2	120.51	x25	3012.75	160.68	80.34	180.25	103.00	0.00	160.68		
	Year 3	122.92	x25	3073.00	163.89	81.94	183.85	105.06	0.00	163.89	Location	
	Year 4	125.37	x25	3134.25	167.17	83.58	187.53	107.16	0.00	167.17	Grand	
	Year 5	127.88	x25	3197.00	170.51	85.25	191.28	109.30	0.00	170.51	Total	
Total				15342.00	818.25	409.11	917.91	524.52	0.00	818.25	18830.04	
2	MURRAY NORTH		71 W Fireclay (4400 S)									
	Year 1	117.00	x25	2925.00	195.00	78.00	175.00	150.00	78.00	234.00		
	Year 2	120.51	x25	3012.75	200.85	80.34	180.25	154.50	80.34	241,02		
	Year 3	122.92	x25	3073.00	204.86	81.94	183.85	157.59	81.94	245.84	Location	
	Year 4	125.37	x25	3134.25	208.91	83.58	187.53	160.74	83.58	250.75	Grand	
	Year 5	127.88	x25	3197.00	213.14	85.25	191.28	163.95	85.25	255.77	Total	
Total				15342.00	1022.76	409.11	917.91	786.78	409.11	986.36	19874.03	
3	MOBILITY CENTER		4384 S 50 W									
	Year 1	117.00	x25	2925.00	156.00	78.00	150.00	125.00	195.00	234.00		
	Year 2	120.51	x25	3012.75	160.68	80.34	154.50	128.75	200.85	241,02		
	Year 3	122.92	x25	3073.00	163.89	81.94	157.59	131.32	204.86	245.84	Location	
	Year 4	125.37	x25	3134.25	167.17	83.58	160.74	133.95	208.91	250.75	Grand	
	Year 5	127.88	x25	3197.00	170.51	85.25	163.95	136.63	213.14	255.77	Total	
Total				15342.00	818.25	409.11	786.78	655.65	1022.76	986.36	20020.91	

MURRAY CENTRAL		140 W Vine St. (5144 S)									
4	Year 1	276.00	x25	6900.00	156.00	156.00	250.00	0.00	0.00	234.00	Location Grand Total
	Year 2	284.28	x25	7107.00	160.68	160.68	257.50	0.00	0.00	241.02	
	Year 3	289.96	x25	7249.00	163.89	163.89	262.65	0.00	0.00	245.84	
	Year 4	295.76	x25	7394.00	167.17	167.17	267.90	0.00	0.00	250.75	
	Year 5	301.68	x25	7542.00	170.51	170.51	273.26	0.00	0.00	255.77	
Total				36192.00	818.25	818.25	1311.31	0.00	0.00	986.36	40126.17

FASHION PLACE		222 W Winchester (6400 S)									
5	Year 1	195.00	x25	4875.00	312.00	117.00	325.00	200.00	195.00	468.00	Location Grand Total
	Year 2	200.85	x25	5021.25	321.36	120.51	334.75	203.00	200.85	482.04	
	Year 3	204.86	x25	5121.50	327.78	122.92	341.33	207.06	204.86	491.68	
	Year 4	208.91	x25	5222.65	334.34	125.37	348.27	211.20	208.91	501.51	
	Year 5	213.14	x25	5328.50	341.02	127.88	355.23	215.42	213.14	511.54	
Total				25568.90	1636.50	613.68	1704.58	1036.68	1022.76	2454.77	34037.87

MIDVALE RAIL SERVICE CENTER		6960 S 550 W									
6	Year 1	117.00	x25	2925.00	234.00	78.00	150.00	225.00	117.00	312.00	Location Grand Total
	Year 2	120.51	x25	3012.75	241.02	80.34	154.50	231.75	120.51	321.36	
	Year 3	122.92	x25	3073.00	245.84	81.94	157.59	236.38	122.92	327.78	
	Year 4	125.37	x25	3134.25	250.75	83.58	160.74	283.66	125.37	334.34	
	Year 5	127.88	x25	3197.00	255.77	85.25	163.95	289.33	127.88	341.02	
Total				15342.00	986.36	409.11	786.78	1266.12	613.68	1636.50	21040.55

MIDVALE FORT UNION		180 W 7250 S									
7	Year 1	195.00	x25	4875.00	195.00	117.00	225.00	150.00	78.00	234.00	Location Grand Total
	Year 2	200.85	x25	5021.25	200.85	120.51	231.75	154.50	80.34	241.02	
	Year 3	204.86	x25	5121.50	204.86	122.92	236.38	157.59	81.94	245.84	
	Year 4	208.91	x25	5222.65	208.91	125.37	283.66	160.74	83.58	250.75	
	Year 5	213.14	x25	5328.50	213.14	127.88	289.33	163.95	85.25	255.77	
Total				25568.90	1022.76	613.68	1266.12	786.78	409.11	986.36	30653.71

MIDVALE CENTER		95 W 7720 S									Location Grand Total
8	Year 1	234.00	x25	5850.00	312.00	156.00	350.00	150.00	58.50	390.00	
	Year 2	241.02	x25	6025.50	321.36	160.68	360.50	154.50	60.25	401.70	
	Year 3	245.84	x25	6146.00	327.78	163.89	367.71	157.59	61.46	409.73	
	Year 4	250.75	x25	6268.75	334.34	167.17	375.06	160.74	62.68	417.92	
	Year 5	255.77	x25	6394.25	341.02	170.51	382.56	163.95	63.94	426.28	
Total				30684.50	1636.50	818.25	1835.83	786.78	306.83	2045.63	38114.32

HISTORIC SANDY		165 E 9000 S									Location Grand Total
9	Year 1	195.00	x25	4875.00	702.00	117.00	275.00	400.00	195.00	819.00	
	Year 2	200.85	x25	5021.25	723.06	120.51	283.25	412.00	200.85	843.57	
	Year 3	204.86	x25	5121.50	737.52	122.92	288.91	420.24	204.86	860.44	
	Year 4	208.91	x25	5222.65	752.27	125.37	294.69	428.64	208.91	877.65	
	Year 5	213.14	x25	5328.50	767.31	127.88	300.58	437.21	213.14	895.20	
Total				25568.90	3682.16	613.68	1442.43	2098.09	1022.76	4295.86	38723.88

DRAPER TOWN CENTER		1130 E Pioneer Road (12300 S)									Location Grand Total
10	Year 1	58.50	x25	1462.50	175.50	39.00	75.00	390.00	468.00	390.00	
	Year 2	60.25	x25	1506.25	179.01	40.17	77.25	401.70	482.04	401.70	
	Year 3	61.46	x25	1536.50	182.59	40.97	78.79	409.73	491.68	409.73	
	Year 4	62.68	x25	1567.00	186.24	41.79	80.37	417.92	501.51	417.92	
	Year 5	63.94	x25	1598.50	189.96	42.63	81.97	426.28	511.54	426.28	
Total				7670.75	913.30	204.56	393.38	2045.63	2454.77	2045.63	15728.02

DRAPER FRONT RUNNER		12997 S FrontRunner Blvd.									Location Grand Total
11	Year 1	97.50	x25	2437.50	156.00	39.00	85.00	150.00	351.00	156.00	
	Year 2	100.42	x25	2510.50	160.68	40.17	87.55	154.50	361.53	160.68	
	Year 3	102.43	x25	2560.75	163.89	40.97	89.30	157.59	368.76	163.89	
	Year 4	104.48	x25	2612.00	167.17	41.79	91.08	160.74	376.13	167.17	
	Year 5	106.57	x25	2664.25	170.51	42.63	92.90	163.95	383.65	170.51	
Total				12785.00	818.25	204.56	445.83	786.78	1841.07	818.25	17699.74

DRAPER PARK & RIDE		9400 S 2000 E									
12	Year 1	117.00	x25	2925.00	234.00	78.00	190.00	300.00	195.00	312.00	Location Grand Total
	Year 2	120.51	x25	3012.75	241.02	80.34	195.70	309.00	200.85	321.36	
	Year 3	122.92	x25	3073.00	245.84	81.94	199.61	315.18	204.86	327.78	
	Year 4	125.37	x25	3134.25	250.75	83.58	203.60	321.48	208.91	334.34	
	Year 5	127.88	x25	3197.00	255.77	85.25	207.67	327.91	213.14	341.02	
Total				15342.00	986.36	409.11	996.58	1573.57	1022.76	1636.50	21966.88

WASATCH BLVD PARK & RIDE		3900 S Wasatch Blvd									
13	Year 1	78.00	x25	1950.00	117.00	39.00	75.00	100.00	117.00	156.00	Location Grand Total
	Year 2	80.34	x25	2008.50	120.51	40.17	77.25	103.00	120.51	160.68	
	Year 3	81.94	x25	2048.50	122.92	40.97	78.79	105.06	122.92	163.89	
	Year 4	83.58	x25	2089.50	125.37	41.79	80.37	107.16	125.37	167.17	
	Year 5	85.25	x25	2131.25	127.88	42.63	81.97	109.30	127.88	170.51	
Total				10227.75	613.68	204.56	393.38	524.52	613.68	818.25	13395.82

SANDY CIVIC CENTER		115 E Sege Lilly, Sandy									
14	Year 1	39.00	x25	975.00	156.00	39.00	60.00	250.00	117.00	234.00	Location Grand Total
	Year 2	40.17	x25	1004.25	160.68	40.17	61.80	257.50	120.51	241.02	
	Year 3	40.97	x25	1024.25	163.89	40.97	63.03	262.65	122.92	245.84	
	Year 4	41.79	x25	1044.75	167.17	41.79	64.29	267.90	125.37	250.75	
	Year 5	42.63	x25	1065.75	170.51	42.63	65.58	273.26	127.88	255.77	
Total				5114.00	818.25	204.56	314.70	1311.31	613.68	1227.38	9603.88

BLUE LINE - GROUP 2 GRAND TOTAL 339815.80

RED LINE - GROUP 4: Acer Landscaping

PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP	LAWN AERATION	LAWN WEED CONTROL FERTILIZATION	FLOWER BED WEEDING	SHRUB TRIMMING	FALL CLEAN UP		
1	HISTORIC GARDNER		1127 W 7800 S									
	Year 1	78.00	x25	1950.00	234.00	39.00	150.00	250.00	390.00	312.00		
	Year 2	80.34	x25	2008.50	241.02	40.17	154.50	257.50	401.70	321.36		
	Year 3	81.94	x25	2048.50	245.84	40.97	157.59	262.65	409.73	327.78	Location	
	Year 4	83.58	x25	2089.50	250.75	41.79	160.74	267.90	417.92	334.34	Grand	
	Year 5	85.25	x25	2131.25	255.77	42.63	163.95	273.26	426.28	341.02	Total	
	Total				10227.75	1227.38	204.56	786.78	1311.31	2045.63	1636.50	17439.91
2	SUGAR FACTORY		8351 S 2700 W									
	Year 1	78.00	x25	1950.00	156.00	58.50	150.00	250.00	156.00	234.00		
	Year 2	80.34	x25	2008.50	160.68	60.25	154.50	257.50	160.68	241.02		
	Year 3	81.94	x25	2048.50	163.89	61.46	157.59	262.65	163.89	245.84	Location	
	Year 4	83.58	x25	2089.50	167.17	62.68	160.74	267.90	167.17	250.75	Grand	
	Year 5	85.25	x25	2131.25	170.51	63.94	163.95	273.26	170.51	255.77	Total	
	Total				10227.75	818.25	306.83	786.78	1311.31	818.25	1227.38	15496.55
3	4800 W TRAX		4773 W Old Bingham Hwy									
	Year 1	156.00	x25	3900.00	234.00	117.00	225.00	175.00	156.00	312.00		
	Year 2	160.68	x25	4017.00	241.02	120.51	231.75	180.25	160.68	321.36		
	Year 3	163.89	x25	4097.25	245.84	122.92	236.38	183.85	163.89	327.78	Location	
	Year 4	167.17	x25	4179.25	250.75	125.37	283.66	187.53	167.17	334.34	Grand	
	Year 5	170.51	x25	4262.75	255.77	127.88	289.33	191.28	170.51	341.02	Total	
	Total				20456.25	1227.38	613.68	1266.12	917.91	818.25	1636.50	26936.09

5600 W TRAX		5651 W Old Bingham Hwy									
4	Year 1	78.00	x25	1950.00	390.00	58.50	75.00	375.00	702.00	585.00	Location Grand Total
	Year 2	80.34	x25	2008.50	401.70	60.25	77.25	386.25	723.06	602.55	
	Year 3	81.94	x25	2048.50	409.73	61.46	78.79	393.97	737.52	614.60	
	Year 4	83.58	x25	2089.50	417.92	62.68	80.37	401.85	752.27	737.52	
	Year 5	85.25	x25	2131.25	426.28	63.94	81.97	409.89	767.31	752.27	
Total				10227.75	2045.63	306.83	393.38	1966.96	2959.10	3291.94	21191.59

DAYBREAK PARKWAY		11405 S Grandville Ave.									
5	Year 1	175.50	x25	4387.50	156.00	78.00	175.00	175.00	234.00	234.00	Location Grand Total
	Year 2	180.76	x25	4519.00	160.68	80.34	180.25	180.25	241.02	241.02	
	Year 3	184.38	x25	4609.50	163.89	81.94	183.85	183.85	245.84	245.84	
	Year 4	188.06	x25	4701.50	167.17	83.58	187.53	187.53	250.75	250.75	
	Year 5	191.82	x25	4795.50	170.51	85.25	191.28	191.28	255.77	255.77	
Total				23013.00	818.25	409.11	917.91	917.91	1227.38	1227.38	28530.94

RED LINE - GROUP 4 GRAND TOTAL 109595.08

UTAH VALLEY - GROUP 5

PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP	LAWN AERATION	LAWN WEED CONTROL FERTILIZATION	FLOWER BED WEEDING	SHRUB TRIMMING	FALL CLEAN UP	
UTA TIMPANOGOS DIVISION		1110 S Geneva Road, Vineyard									
1	Year 1	156.00	x25	3900.00	234.00	117.00	175.00	156.00	78.00	234.00	
	Year 2	160.68	x25	4017.00	241.02	120.51	180.25	160.68	80.34	241.02	
	Year 3	163.89	x25	4097.25	245.84	122.92	183.85	163.89	81.94	245.84	Location
	Year 4	167.17	x25	4179.25	250.75	125.37	187.53	167.17	83.58	250.75	Grand
	Year 5	170.51	x25	4262.75	255.77	127.88	191.28	170.51	85.25	255.77	Total
Total				20456.25	1227.38	613.68	917.91	818.25	409.11	1227.38	25669.96
LEHI FRONT RUNNER		3101 N Ashton Blvd., Lehi									
2	Year 1	195.00	x25	4875.00	1170.00	117.00	300.00	600.00	1170.00	1755.00	
	Year 2	200.85	x25	5021.25	1205.10	120.51	309.00	618.00	1205.10	1807.00	
	Year 3	204.86	x25	5121.50	1229.20	122.92	315.18	630.36	1229.20	1843.80	Location
	Year 4	208.96	x25	5224.00	1253.78	125.37	321.48	642.96	1253.78	1880.67	Grand
	Year 5	213.13	x25	5328.25	1278.86	127.88	327.91	655.82	1278.86	1918.29	Total
Total				25570.00	6136.94	613.68	1573.57	3147.14	6136.94	9204.76	52383.03

UTAH VALLEY - GROUP 5 GRAND TOTAL 78052.99

UTA CONTRACT NO. **19-03083-2**

LAWNCARE FOR MULTIPLE YEARS

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and THE YARD BUTLER, (“Consultant”).

RECITALS

- A. UTA desires to hire professional services for LAWNCARE OF MULTIPLE PROPERTIES.
- B. On or about 4/1/2020, UTA issued Request for Proposal Package Number 19-03083 (“IFB”) encouraging interested parties to submit proposals to perform the services described in the IFB.
- C. Upon evaluation of the proposals submitted in response to the IFB, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

- a. Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. PROGRESS OF WORK

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) - year period expiring 6/30/2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to TWO additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this 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 IFB 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.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Contractor's Bid or Proposal including proposed terms or conditions

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

8. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

- 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 21 of this Contract.

9. INVOICING PROCEDURES

- a. Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. 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.

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

13. SUSPENSION OF WORK

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

14. TERMINATION

a. FOR CONVENIENCE: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay

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

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

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

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be

made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts,

including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA 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 the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. 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.

i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. 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.”

iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

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

e. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

f. Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

g. Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) 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 received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

i. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

20. OTHER INDEMNITIES

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

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims

must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager / Contractor's Owner & Project Manager JASON SKEEN	Five calendar days
UTA's KEVIN ANDERSON	Five calendar days
UTA's DAVE HANCOCK	Five calendar days

Where UTA's Project Manager is one of THE FOLLOWING...

- Clay Mecham
- Dallan Ward
- Rod Wilson
- Johnny Johnson

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract

without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

<u>If to UTA:</u>	<u>with a required copy to:</u>
Utah Transit Authority	Utah Transit Authority
ATTN: RICK WILSON	ATTN: Legal Counsel
669 West 200 South	669 West 200 South
<u>If to Consultant:</u>	
The Yard Butler	
ATTN: JASON SKEEN	
5718 S 3950 W	

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

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

30. COSTS AND ATTORNEYS FEES

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

31. NO THIRD PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. SEVERABILITY

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

34. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms

printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

35. AMENDMENTS

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

36. COUNTERPARTS

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

37. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

THE YARD BUTLER

By _____

By _____

Kevin Anderson

Jason Skeen

Facilities Maintenance Manager

Owner

Date

Date

By _____

Dave Hancock

Director of Asset Management

Date

By _____

Mike Bell

UTA Legal Council

Date



EXHIBIT A – SCOPE OF SERVICES

Lawncare 19-03083

PROJECT NAME: 19-03083 Landscaping and lawn care

- 1. START AND END DATE:** UTA seeks a firm fixed priced contract with a term of three (3) years with options for two (2) additional one (1) year extensions. The start date will be the date of the final signature on the contract and would end no later than five (5) years from that date. Proposals shall be valid for 90-days after proposal due date. If UTA accepts the proposer's price discounts during that 90-day period, the proposed price discount may not be adjusted for 18 months. After which, the Contractor must submit their request for discount adjustments in writing and provide documentation from suppliers to support any adjustment requests. Price adjustments will not be retroactive; ordering prices will not be changed until the adjustments are approved by UTA by written change order. UTA warrants it will consider requests for price adjustments within a reasonable time from date of receipt; contractor warrants that it will not delay delivery of items pending price changes. All price modifications are subject to the approval of UTA. If price increases are not mutually acceptable, UTA may terminate the contract.
- 2. STATEMENT OF WORK:** The contractor shall provide all labor, materials, supplies, equipment and transportation to provide lawn care at the locations specified herein as set forth in the Specifications. This service covers all lawn cutting and grounds care per the Specifications. At no time will contractor personnel cross into the track area or onto the rail right-of-way.
- 3. CONTRACTOR CERTIFICATION:** Contractor must provide proof of all required licensing and application and safety training and any applicable certifications required by Federal, State, County and/or local regulations applying to this service. **Copies of all certifications must be submitted prior to starting work.**
- 4. SAFETY EQUIPMENT:** Contractor personnel using lawn cutting equipment shall wear Protective footwear and safety glasses IAW with all State and Federal guidelines.
- 5. EQUIPMENT:** Contractors will supply all equipment and materials necessary to perform the services detailed in this request for quotation. Equipment will be maintained in good repair with sharp blades etc. and safe operating condition. UTA reserves the right to have unsafe equipment removed from UTA property. Replacement of unsafe equipment will be at no additional cost to UTA.
- 6. CONTRACTOR LIABILITY:** Contractor will be liable and responsible for any and all damage done to trees, shrubs, bushes, sprinkler systems and or sprinkler heads, barriers and or any damage done to real property in the course of the resulting contract/order. **Sprinkler heads damaged will be repaired/replaced the same day as damaged by the Contractor at no cost to UTA.**
- 7. INSPECTIONS & INVOICE PAYMENTS:** Invoices will not be paid for work not completed. Cameras may be used to verify work performed. Periodic physical OR camera recording inspections will be made by UTA Facilities personnel to verify that work is completed as required. Inspections will be made as determined necessary by the Facilities Manager, or his designated representative (hereinafter referred to as the "inspector"), and may be made based on the Contractor's performance throughout the contract. Inspections may be scheduled or unscheduled. Invoice payments will be at the discretion of the Facilities Manager based on each situation encountered. Performance issues and payments withheld will be fully documented and processed through the Procurement Manager.

8. ORDER OF PRECEDENCE: The Order of Precedence for this contract is as follows

1. UTA Contract Terms
2. UTA Solicitation Terms
3. UTA Project Specifications
4. Contractor's Bid or Proposal
5. Contractors 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.

SPECIFICATIONS:

1. All lawns must be cut on a weekly basis; days between cuttings must not exceed 7 days. All cutting will be completed the same day as started. Grass will be cut to a length of 2" to 3" except for the first and last cuttings which will be 1" long. Any variations will be as instructed by the Program Manager.
2. All lawns must be edged and trimmed around sidewalks, driveways, cement retaining walls and shrub beds. Trimming/edging will include grass and/or weeds in the cracks in the sidewalks, curb and gutter, parking areas and driveways. All sprinkler heads must be kept clear of grass (grass trimmed below heads). Pop up sprinkler heads will be cleared as required. All clippings will be removed by the use of grass catchers and will be disposed of in a legal manner. All clippings and debris will be removed on the day of service. Grass/debris cannot be blown onto or left in roadways, parking areas or track right-of-way.
3. All sidewalks and walk ways must be cleaned and grass clippings removed and disposed of in a legal manner. All trash and papers that blow onto the lawn and flower/shrub beds must be cleaned up and removed at each weekly cutting. Trash along curb areas will be removed and curb areas kept clean.
4. Cutting is to be started and completed on the same day each week. (Example: If initial cutting is accomplished on Wednesday, then all subsequent cutting will be on Wednesdays). All cutting is to be accomplished in one day without delay.
5. The following tasks will be done ONLY upon the Project Manager's request, and MAY be scheduled on a recurring basis ONLY if requested by Project Manager:
 - a. Spring flower bed and leaf clean up.
 - b. Lawn aeration.
 - c. Lawn weed control and fertilization.
 - d. Flower bed weeding.
 - e. Shrub trimming.
 - f. Fall flower bed and leaf clean up.
6. Other UTA properties may be added upon request.
7. Areas requiring service will be those identified in Attachment 1 – Bid Schedule

Partial bids are acceptable even if not bidding on all groups, however a submitted bid will be deemed complete only if all items in that group are entered. Prices for all 5 years must be entered.

This is a multiple award contract. The low overall bid for each group will be awarded to the low responsible bidder.

NOTE: The annual cost for lawn care is evaluated at 25 occurrences per year, however actual number of occurrences may be higher or lower depending on the seasonal weather conditions. Evaluation of all other elements are calculated based on a single annual occurrence, however the element is not guaranteed, and it is at the program managers discretion to request the work at each location. The program manager may also request additional occurrences of any or all optional elements at any time.

Exhibit B - Bid Schedule 19-03083

Vendor Selected for Groups 1 and 3 is Yard Butler

Project Manager for Property 1 in Group 1 is Johnny Johnson 801-557-7637

Program Manager for Property 2 in Group 1 is Clay Mecham 801-310-4401

Program Manager for Properties 3, 4 and 5 from Group 1 is Rod Wilson 801-830-7471

DOWNTOWN - GROUP 1

PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP	LAWN AERATION	LAWN WEED CONTROL FERTILIZATION	FLOWER BED WEEDING	SHRUB TRIMMING	FALL CLEAN UP		
1	FLHQ		669 W 200 S									
	Year 1	25.00	x25	625.00	198.00	30.00	40.00	99.00	99.00	198.00		
	Year 2	25.50	x25	637.50	198.00	30.00	40.00	99.00	99.00	198.00		
	Year 3	26.00	x25	650.00	198.00	30.00	40.00	99.00	99.00	198.00	Location	
	Year 4	26.50	x25	662.50	198.00	30.00	40.00	99.00	99.00	198.00	Grand	
	Year 5	27.00	x25	675.00	198.00	30.00	40.00	99.00	99.00	198.00	Total	
	Total				3250.00	990.00	150.00	200.00	495.00	495.00	990.00	6570.00
2	CENTRAL BUS SHOP		615 W 200 S									
	Year 1	60.00	x25	1500.00	198.00	85.00	99.00	99.00	20.00	249.00		
	Year 2	60.50	x25	1512.50	198.00	85.00	99.00	99.00	20.00	249.00		
	Year 3	61.00	x25	1525.00	198.00	85.00	99.00	99.00	20.00	249.00	Location	
	Year 4	61.50	x25	1537.50	198.00	85.00	99.00	99.00	20.00	249.00	Grand	
	Year 5	62.00	x25	1550.00	198.00	85.00	99.00	99.00	20.00	249.00	Total	
	Total				7625.00	990.00	425.00	495.00	495.00	100.00	1245.00	11375.00

900 S TRAX		900 S 200 W									Location Grand Total
3	Year 1	20.00	x25	500.00	50.00	25.00	30.00	25.00	25.00	50.00	
	Year 2	20.50	x25	512.50	50.00	25.00	30.00	25.00	25.00	50.00	
	Year 3	21.00	x25	525.00	50.00	25.00	30.00	25.00	25.00	50.00	
	Year 4	21.50	x25	537.50	50.00	25.00	30.00	25.00	25.00	50.00	
	Year 5	22.00	x25	550.00	50.00	25.00	30.00	25.00	25.00	50.00	
Total				2625.00	250.00	125.00	150.00	125.00	125.00	250.00	3650.00

BALL PARK TRAX		180 W 1300 S									Location Grand Total
4	Year 1	80.00	x25	2000.00	298.00	99.00	120.00	99.00	249.00	298.00	
	Year 2	80.50	x25	2012.50	298.00	99.00	120.00	99.00	249.00	298.00	
	Year 3	81.00	x25	2025.00	298.00	99.00	120.00	99.00	249.00	298.00	
	Year 4	81.50	x25	2037.50	298.00	99.00	120.00	99.00	249.00	298.00	
	Year 5	82.00	x25	2050.00	298.00	99.00	120.00	99.00	249.00	298.00	
Total				10125.00	1490.00	495.00	600.00	495.00	1245.00	1490.00	15940.00

CENTRAL POINT TRAX		221 W 2100 S									Location Grand Total
5	Year 1	40.00	x25	1000.00	298.00	50.00	65.00	99.00	249.00	298.00	
	Year 2	40.50	x25	1012.50	298.00	50.00	65.00	99.00	249.00	298.00	
	Year 3	41.00	x25	1025.00	298.00	50.00	65.00	99.00	249.00	298.00	
	Year 4	41.50	x25	1037.50	298.00	50.00	65.00	99.00	249.00	298.00	
	Year 5	42.00	x25	1050.00	298.00	50.00	65.00	99.00	249.00	298.00	
Total				5125.00	1490.00	250.00	325.00	495.00	1245.00	1490.00	10420.00

DOWNTOWN - GROUP 1 GRAND TOTAL 47955.00

Program Manager for Properties 1 and 2 from Group 3 is Rod Wilson 801-830-7471

Program Manager for Propertie 3 from Group 3 is Dallan Ward 801-514-0311

GREEN LINE - GROUP 3

PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP	LAWN AERATION	LAWN WEED CONTROL FERTILIZATION	FLOWER BED WEEDING	SHRUB TRIMMING	FALL CLEAN UP	
DECKER LAKE		3070 S 2200 W									
1	Year 1	44.50	x25	1112.50	99.00	55.00	85.00	149.00	149.00	199.00	Location Grand Total
	Year 2	45.00	x25	1125.00	99.00	55.00	85.00	149.00	149.00	199.00	
	Year 3	45.50	x25	1137.50	99.00	55.00	85.00	149.00	149.00	199.00	
	Year 4	46.00	x25	1150.00	99.00	55.00	85.00	149.00	149.00	199.00	
	Year 5	46.50	x25	1162.50	99.00	55.00	85.00	149.00	149.00	199.00	
Total				5687.50	495.00	275.00	425.00	745.00	745.00	995.00	9367.50
WEST VALLEY HUB		2750 W 3590 S									
2	Year 1	44.50	x25	1112.50	298.00	55.00	75.00	199.00	199.00	398.00	Location Grand Total
	Year 2	45.00	x25	1125.00	298.00	55.00	75.00	199.00	199.00	398.00	
	Year 3	45.50	x25	1137.50	298.00	55.00	75.00	199.00	199.00	398.00	
	Year 4	46.00	x25	1150.00	298.00	55.00	75.00	199.00	199.00	398.00	
	Year 5	46.50	x25	1162.50	298.00	55.00	75.00	199.00	199.00	398.00	
Total				5687.50	1490.00	275.00	375.00	995.00	995.00	1990.00	11807.50
JORDAN RIVER SERVICE CENTER		2264 S 900 W									
3	Year 1	44.50	x25	1112.50	99.00	55.00	75.00	99.00	99.00	199.00	Location Grand Total
	Year 2	45.00	x25	1125.00	99.00	55.00	75.00	99.00	99.00	199.00	
	Year 3	45.50	x25	1137.50	99.00	55.00	75.00	99.00	99.00	199.00	
	Year 4	46.00	x25	1150.00	99.00	55.00	75.00	99.00	99.00	199.00	
	Year 5	46.50	x25	1162.50	99.00	55.00	75.00	99.00	99.00	199.00	
Total				5687.50	495.00	275.00	375.00	495.00	495.00	995.00	8817.50

GREEN LINE - GROUP 3 GRAND TOTAL 29992.50



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kyle Brimley, Manager of Radio and Bus Communications
PRESENTER(S): Dan Harmuth, IT Director

BOARD MEETING DATE: July 15, 2020

SUBJECT:	Annual Supplier Agreement for Bus Mobile Data Computer Systems (Broadcast Microwave Services)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract and associated disbursements with Broadcast Microwave Services (BMS)/Data 911 for bus mobile data computer systems up to \$450,000 over three years.
BACKGROUND:	<p>This is a supplier agreement contract between UTA and Broadcast Microwave Services (BMS)/Data 911 for Mobile Data Computer Systems. The scope of the contract is to provide Mobile Data Computer units, screens, mounts, and cables for new bus builds as needed for the next 1 to 3 years. This supplier agreement contract will commence upon approval and expires July 1, 2023. The estimated not to exceed amount of the supplier agreement contract for (1) year with two (2) annual renewal option years is \$450,000.</p> <p>The first task order to the supplier agreement will be in the amount of \$124,476.16 for 25 new buses arriving in 2020.</p> <p>The Mobile Data Computer System provided by Broadcast Microwave Systems / Data911 Products has been part of the Utah Transit Authority's Bus Communications Infrastructure for over ten (10) years. As a result the Bus Installation and Bus Drivers' Interface along with the Back Office which includes: Electronic Fare Collection System (EFC); Automatic Vehicle Location System (AVL); Automatic Passenger Counting System (APC); and Bus Reliability System, have all been designed around the Data 911 Mobile Computer System. These units have been developed for UTA and no other vendor can provide these units.</p>
DISCUSSION:	<p>Over the years, UTA has purchased the Data911 MDC (Mobile Data Computer) from Broadcast Microwave Services (BMS). The Data911 MDCs are solid mobile computer systems that lasts between 6 to 8 years in the harsh conditions and environment of a bus.</p> <p>Replacing these units with an equivalent computer system would require a significant</p>

	<p>cost in delay (1 year) in installing equipment in our 2020 bus builds. A cost analysis has been completed for the sole source showing that UTA would avoid \$702,946.44 of costs to change vendors.</p> <p>To not delay the current rollout of 2020 -2021 new bus builds, it is necessary for UTA to approve this Annual Supplier’s Agreement with Broadcast Microwave Services to purchase new Data911 computer systems.</p> <p>Sole Source for vendor Broadcast Microwave Services (BMS) has been approved up to \$450,000.</p>									
<p>CONTRACT SUMMARY: This section may be removed if the agenda item is not a contract.</p>	<p>Contractor Name: Broadcast Microwave Services (BMS)</p> <table border="1" data-bbox="402 632 1570 993"> <tr> <td data-bbox="402 632 1003 680">Contract Number: 20-03275</td> <td data-bbox="1003 632 1570 680">Existing Contract Value: \$0</td> </tr> <tr> <td data-bbox="402 680 1003 758">Base Contract Effective Dates: Commence upon approval – 7/1/2021</td> <td data-bbox="1003 680 1570 758">Extended Contract Dates: 7/1/2021-7/1/2023</td> </tr> <tr> <td data-bbox="402 758 1003 877">Amendment Amount:</td> <td data-bbox="1003 758 1570 877">New/Total Amount Contract Value: \$450,000 over 3 years First Task Order \$124,476.16</td> </tr> <tr> <td data-bbox="402 877 1003 993">Procurement Method: Annual Supplier’s Contract price list</td> <td data-bbox="1003 877 1570 993">Funding Sources: 2020 CAPEX, REV211 & REV209, JDE Account Code 40-6211.68912 & 40-6209.68912</td> </tr> </table>		Contract Number: 20-03275	Existing Contract Value: \$0	Base Contract Effective Dates: Commence upon approval – 7/1/2021	Extended Contract Dates: 7/1/2021-7/1/2023	Amendment Amount:	New/Total Amount Contract Value: \$450,000 over 3 years First Task Order \$124,476.16	Procurement Method: Annual Supplier’s Contract price list	Funding Sources: 2020 CAPEX, REV211 & REV209, JDE Account Code 40-6211.68912 & 40-6209.68912
Contract Number: 20-03275	Existing Contract Value: \$0									
Base Contract Effective Dates: Commence upon approval – 7/1/2021	Extended Contract Dates: 7/1/2021-7/1/2023									
Amendment Amount:	New/Total Amount Contract Value: \$450,000 over 3 years First Task Order \$124,476.16									
Procurement Method: Annual Supplier’s Contract price list	Funding Sources: 2020 CAPEX, REV211 & REV209, JDE Account Code 40-6211.68912 & 40-6209.68912									
<p>ALTERNATIVES:</p>	<p>There are no alternative options, The MDC (Mobile Data Computer) Units have been developed specifically for UTA. No other vendors can provide these units.</p>									
<p>FISCAL IMPACT:</p>	<p>\$702,946.44 in cost avoidance by using current provider</p>									
<p>ATTACHMENTS:</p>	<ol style="list-style-type: none"> 1) Vendor Signed Utah Transit Authority Annual Supplier Agreement.pdf 2) Attachment A - UTA Contract Price_V1.pdf (Pricing for each available SKU) 3) First Task Order Calculations.pdf 									

UTA CONTRACT NO. 20-03275
ANNUAL SUPPLIER'S AGREEMENT

This Agreement ("Agreement") is entered into and made effective as of the date of the last signature below (the "Effective Date") by and between Broadcast Microwave Services LLC, with its principle place of business at 12305 Crosthwaite Circle, San Diego, CA 92064 ("BMS") and Utah Transit Authority with an address of 669 West 200 South, Salt Lake City, Utah 84101 ("UTA").

Recitals

Whereas, "UTA" desires to engage "BMS" as a sole source provider for their suite of mobile technologies, as set forth in this agreement, and

Whereas, "BMS" desires to perform as a sole source provider for "UTA" as set forth in this agreement, therefore

IN CONSIDERATION of the mutual covenants and agreements contained in this document and its attachments, the parties agree as follows:

1. Items of consideration. "BMS" agrees to deliver to "UTA" the equipment defined in Attachment A to this document, and "UTA" shall accept and pay for the equipment as specified herein.

2. Term of Agreement: This agreement will be for one (1) year with two (2) annual options to renew. Both parties reserve the right to negotiate pricing or discounts for renewal considerations and amend, as needed, the equipment listed on Attachment A.

3. 3. Order and Delivery. "UTA" will place orders on an "as needed" basis. Delivery will be FOB Destination Freight Paid with orders being delivered in partials based on the number orders.

4. Payment Terms. Net 30 Days

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date stated above.

BROADCAST MICROWAVE SERVICES/UTAH TRANSIT AUTHORITY



Harry Davoody
CEO
Broadcast Microwave Services LLC

Carolyn M. Gonot
Executive Director

Daniel Harmuth
IT Manager

Kyle Brimley
Comms and Deployment Mgr

ATTACHMENT A



Quote Number BMS00005998
 Created Date 5/21/2020
 Expiration Date 6/1/2021
 Ship Date TBD

12305 Crosthwaite Circle
 Poway, CA 92064 USA
 Phone: +1 (858) 391-3050
 Fax: +1 (858) 391-3049

Prepared By Pete Lin
 Email pete.lin@data911.com
 Opportunity Name UTA_Contract Price

TO:

Contact Name	Pat Postell	Ship To Name	Utah Transit Authority (UT)
Bill To Company	Utah Transit Authority (UT)	Ship To	3600 South 700 West
Billing Address	669 West 200 South salt Lake City, UT 94101 United States		Salt Lake City, UT 84119 United States
Phone	801-287-3060	Ship Terms	EXW-Poway

Item Number	Product Number	Line Item Description	Quantity	Sales Price	Final Price	Total Price
1	M8S211110-C	M8 SYSTEM; Core i7 Processor, 16GB RAM, WiFi, 12.1 Standard Touchscreen (1600 NIT) Display, Std Keyboard, 36 Month Warr - 120GB SSD, Windows 10 Pro, Universal Mount	1	USD 6,157.19	USD 6,157.19	USD 6,157.19
2	M7D12101	M7/M8 Display; 12.1 inch, 1600 NIT High-Bright with Capacitive Touch Screen	1	USD 1,990.80	USD 1,990.80	USD 1,990.80
3	M8C201110-C	M8 CPU; Core i7 Processor, 16GB RAM, WiFi, 12 Month Warranty - 120GB SSD, Windows 10 Pro, Universal Mount	1	USD 3,722.96	USD 3,722.96	USD 3,722.96
4	EW11212	Hardware Extended Warranty Service Period:12 Months, Mobile Data CPU	1	USD 299.00	USD 299.00	USD 299.00
5	EW11424	Hardware Extended Warranty Service Period: 24 Months Product: Mobile Data System Service Level:Standard Warranty	1	USD 730.00	USD 730.00	USD 730.00
6	MA11653	M8 GPS Upgrade Kit	1	USD 192.00	USD 192.00	USD 192.00
7		(M7 Cables as followed):	1	USD 0.00	USD 0.00	USD 0.00
8	CA10365	Cable, Power Input, w/ Ferrites, M7	1	USD 38.00	USD 38.00	USD 38.00
9	CA10061	Cable, LVDS, 7M	1	USD 222.00	USD 222.00	USD 222.00
10	CA10014	Cable, Display Power w/ Ferrite, 7M	1	USD 89.58	USD 89.58	USD 89.58
11	CA10359	Cable, 12V Powered USB To 2X4, Black, 6M	1	USD 52.00	USD 52.00	USD 52.00

Export and/ or re-export of BMS products may not involve any entities on the Restricted Parties Lists. Use of these products, technology, or software for activities related to Nuclear Development, Missile Technology, or Chemical & Biological Weapons is prohibited. Export/ re-export of the Embargoed/ Sanctioned Countries requires a prior authorization from the U.S. Government; An export license is required if products will be used in a UAV (Unmanned Aerial Vehicle) capable of a range of at least 300 kilometers in and by any of the following countries: Bahrain, China, Egypt, Iran, Iraq, Israel, Jordan, North Korea, Kuwait, Lebanon, Libya, Macao, Oman, Pakistan, Qatar, Saudi Arabia, Syria, United Arab Emirates, and Yemen.

12	CA10008	Cable, Audio Patch, Molded, Black, 7M	1	USD 16.00	USD 16.00	USD 16.00
13	CA11707	Cable Assy, DVI, 20 Feet, M8	1	USD 47.00	USD 47.00	USD 47.00
14	CA11664	Cable, Power Input, w/ Ferrites, M8	1	USD 42.00	USD 42.00	USD 42.00
15	CA10559	Fuse Kit for M7/MDVR-III	1	USD 20.00	USD 20.00	USD 20.00
16		(M8 Cables as followed):	1	USD 0.00	USD 0.00	USD 0.00
17	CA11707	Cable Assy, DVI, 20 Feet, M8	1	USD 47.00	USD 47.00	USD 47.00
18	CA10359	Cable, 12V Powered USB To 2X4, Black, 6M	1	USD 52.00	USD 52.00	USD 52.00
19	CA10559	Fuse Kit for M7/MDVR-III	1	USD 20.00	USD 20.00	USD 20.00
20	CA11664	Cable, Power Input, w/ Ferrites, M8	1	USD 42.00	USD 42.00	USD 42.00
21	MA11736	M8 LVDS Upgrade Kit	1	USD 75.00	USD 75.00	USD 75.00
22	DR11603	SSD, SATA, 120GB, Virtium VSFB25XI120G-150 (Gen5) M8 only	1	USD 350.00	USD 350.00	USD 350.00
23	DR11604	SSD, SATA, 240GB, Virtium VSFB25XI240G-150 (Gen5) M8 only	1	USD 576.00	USD 576.00	USD 576.00
24	MT10552	M6/M7 CPU Universal Mounting Kit	1	USD 15.00	USD 15.00	USD 15.00
25	MT11706	M8 CPU Universal Mounting Kit	1	USD 40.00	USD 40.00	USD 40.00
26		Shipping (full M7/M8/CPU/Accessories Included)	1	USD 0.00	USD 0.00	USD 0.00

Subtotal	USD 14,835.53
Total Price	USD 14,835.53
Grand Total	USD 14,835.53

Any order resulting from this quotation shall be subject to BMS Standard Terms and Conditions, 6800000004.

Notes:

- Prices are quoted in U.S. Dollars (\$).
- Ship Date dependent upon receipt of all required information including but not limited to: frequencies, subcarriers, cable lengths, and agreed upon payment terms. A delay in providing this information may result in a corresponding Ship Date delay.
- This is a controlled commodity and may require a license for export.
- Quotation number must be specified in the purchase order.
- In connection with any legal action between the parties to this agreement, including an action to enforce the terms of this agreement, the prevailing party shall be entitled to recover its legal fees and expenses including, but not limited to, attorney fees, court costs and expert witness fees.
- Please note, delivery date is an estimate at the time of quoting and not guaranteed based on current materials supply chain delays caused by COVID-19 shutdowns. Confirmation of the delivery date will be provided after receipt of order and completion of materials availability analysis.
- Credit Card payments are subject to a convenience fee.

Export and/ or re-export of BMS products may not involve any entities on the Restricted Parties Lists. Use of these products, technology, or software for activities related to Nuclear Development, Missile Technology, or Chemical & Biological Weapons is prohibited. Export/ re-export of the Embargoed/ Sanctioned Countries requires a prior authorization from the U.S. Government; An export license is required if products will be used in a UAV (Unmanned Aerial Vehicle) capable of a range of at least 300 kilometers in and by any of the following countries: Bahrain, China, Egypt, Iran, Iraq, Israel, Jordan, North Korea, Kuwait, Lebanon, Libya, Macao, Oman, Pakistan, Qatar, Saudi Arabia, Syria, United Arab Emirates, and Yemen.

TASK ORDER UNDER CONTRACT 20-03275

ITEM NUMBER	PRODUCT NUMBER	QTY	UNIT PRICE	AMOUNT
M8C201110-C	M8 CPU; Core i7 Processor, 16GB RAM, WiFi, 12 Month Warranty - 120GB SSD, Windows 10 Pro, Universal Mount	25	\$3,722.96	\$69,074.00
				\$24,000.00
MA11653	M8 GPS Upgrade Kit	25	\$192.00	\$4,800.00
MA11736	M8 LVDS Upgrade Kit	25	\$75.00	\$1,875.00
CA11664	Cable, Power Input, w/ Ferrites, M8	25	\$42.00	\$1,050.00
	Extended Warranty, One Additional Year Warranty for CPU	25	\$299.00	\$7,475.00
CA10014	Cable, Display Power w/ Ferrite, 7M	52	\$89.58	\$4,658.16
CA10061	Cable, LVDS, 7M	52	\$222.00	\$11,544.00
	Shipping		\$0.00	\$0.00
	Total			\$124,476.16

ACCOUNT CODE ICI

ACCOUNT CODE ICI

40-6211.68912 REV211

40-6209.68912 REV209

40-6211.68912 REV211

40-6211.68912 REV211

40-6211.68912 REV211

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40-6211.68912 REV211

40-6211.68912 REV211

\$100,476.16

\$24,000.00



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: July 15, 2020

SUBJECT:	Federal Transit Administration FY19 Transit Oriented Development (TOD) Planning Grant Awards for UTA Corridors at South Utah County FrontRunner and Point of the Mountain
AGENDA ITEM TYPE:	Grant Agreements
RECOMMENDATION:	Approve the acceptance of two Federal Transit Administration (FTA) Transit Oriented Development (TOD) grant awards and authorize the Executive Director to execute the grant agreements with the FTA in the grant amounts of \$250,000 for South Utah County FrontRunner Station Area Plans and \$275,000 for Point of the Mountain Station Area Plans.
BACKGROUND:	The FTA Pilot Program for Transit Oriented Development provides funds for comprehensive planning work to integrate land use and transportation planning associated with a Capital Improvement Grant-eligible capital project, a new fixed guideway project, or a core capacity improvement project.
DISCUSSION:	<p>UTA was awarded grants for two projects under FTA’s FY2019 TOD Pilot Program. The projects are described below.</p> <p>South Utah County FrontRunner – TOD Analysis and Implementation Plan: This project will study the UTA owned corridor from Provo UT south to Payson UT. Three nodes along this corridor have been identified by area cities and MPOs as transit-critical, and there is consensus about the need for planning work to be done to ensure these sites become hubs for the future. A market analysis and community-led visioning work (Station Area Plans) will be performed to prepare for transit-oriented-development and to create achievable but impactful goals and strategies for implementation.</p> <p>Point of the Mountain – TOD Analysis and Implementation Plan: This project will study the UTA owned corridor from Draper UT south to Lehi UT. Four nodes along this corridor have been identified by cities and development partners, and there is excitement around the future of this area. A market analysis and community-led visioning work (Station Area Plans) will be performed to prepare for transit-oriented-development and to create catalytic goals and strategies for implementation.</p>

ALTERNATIVES:	If these grants are not executed, the funds will not be available for the TOD Analysis projects.
FISCAL IMPACT:	<p>South Utah County FrontRunner: The award amount for this grant is \$250,000, with a required local match of \$62,500, for a total project cost of \$312,500. Payson City, Spanish Fork City, and Springville City have each committed to contribute \$5,000 for this study. The remaining \$47,500 will come from UTA Planning department's operating budget.</p> <p>Point of the Mountain: The award amount for this grant is \$275,000, with a required local match of \$70,000, for a total project cost of \$350,000. Adobe, Lehi City, and Clyde Companies have each committed financial support of \$10,000 for the study. Draper City committed financial support of \$35,000 for the study. The remainder will be contributed as in-kind match from UTA staff.</p>
ATTACHMENTS:	<ul style="list-style-type: none">• None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux: Chief Marketing and Communications Officer
PRESENTER(S): Jaron Robertson: Director Innovative Mobility Solutions
Shaina Quinn: Researcher Innovative Mobility Solutions

BOARD MEETING DATE: July 15, 2020

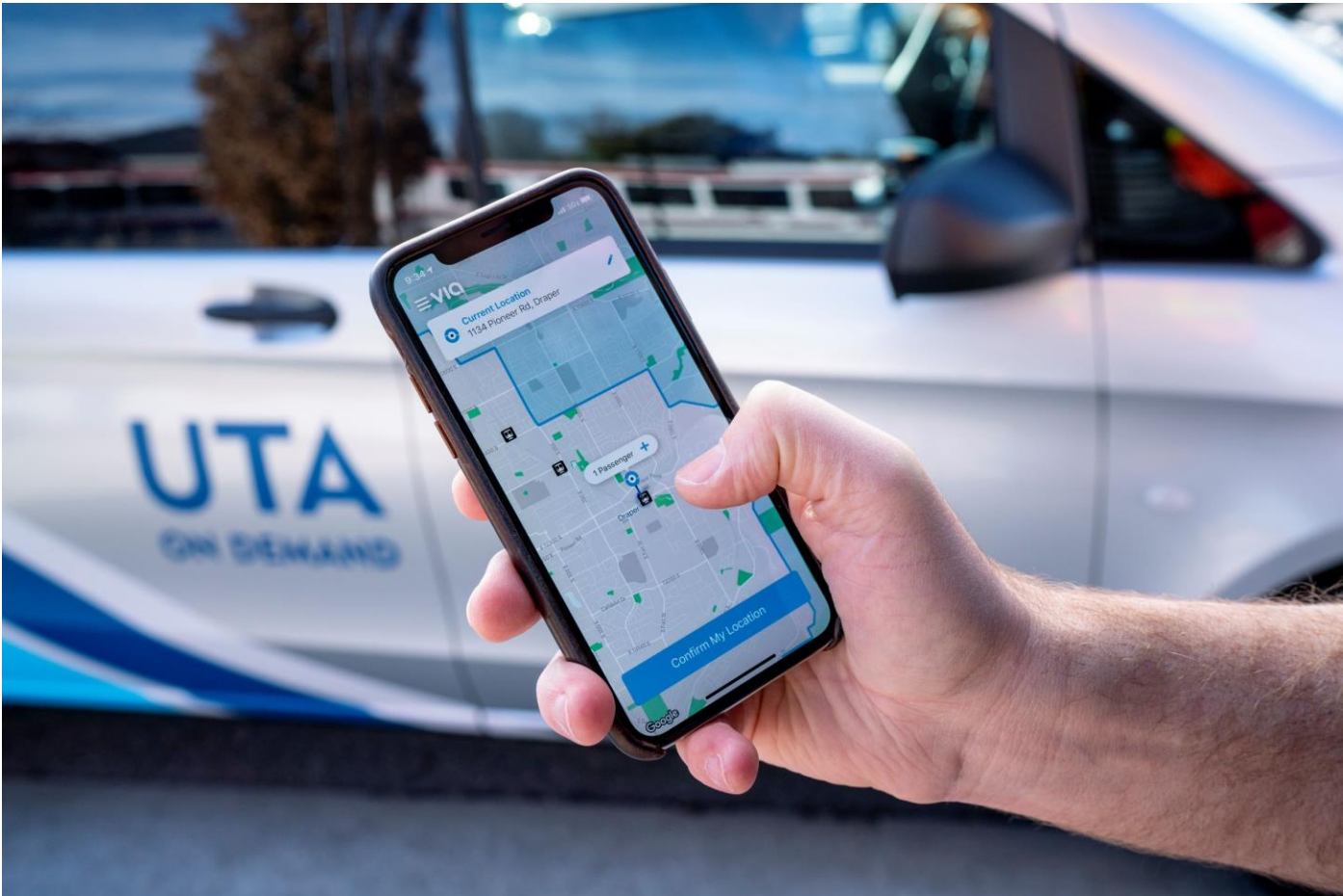
SUBJECT:	South Salt Lake County Microtransit Pilot Quarterly Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational Report for Discussion
BACKGROUND:	<p>The South Salt Lake Microtransit Pilot (UTA on Demand by Via) is a 12-month pilot to demonstrate and test innovative transit services and technologies for improved operations, customer experience, and transit coverage. The pilot was launched on November 20, 2019 as part of a public private partnership with Via.</p> <p>The service area includes a 65 square mile geo-fenced service area in the cities of Bluffdale, Draper, Herriman, Riverton and sections of Sandy and South Jordan. Operating hours are Monday – Friday from 6am to 9 pm. In addition, all existing UTA fixed route and flex route services continue to operate within the service area.</p> <p>Via is providing a Transportation as a Service (TaaS) solution, which includes mobile phone technology, drivers, vehicles, and administrative services for day-to-day operations. UTA and Via are partnering to providing joint customer service and marketing services.</p> <p>As part of the Pilot objectives, the IMS team is evaluating performance metrics to determine if microtransit can provide a valuable and cost-effective service which meets the needs of UTA and the communities in the service area. This includes continued performance monitoring of flex route services in the area. Upon completion of the pilot, IMS will make a recommendation regarding the future of the microtransit and other UTA services within South Salt Lake County.</p>
DISCUSSION:	<p>UTA staff will provide an update regarding the performance of microtransit services and flex route services for the second quarter operations of the pilot, March 2020 through May 2020. Discussion topics include:</p> <ul style="list-style-type: none">• Projected trends and performance (what if projections if COVID-19 had not occurred)

	<ul style="list-style-type: none">• Impact on the pilot due to COVID-19• Quarterly trends and performance• Customer experience• Flex route performance• Next steps
ALTERNATIVES:	N/A
FISCAL IMPACT:	Budget for the Pilot is included in the 2020 budget year. Financial performance will be included in discussion topics.
ATTACHMENTS:	1) UTA Q2 Microtransit Pilot Project Evaluation Report

UTAH TRANSIT AUTHORITY QUARTERLY MICROTRANSIT PILOT PROJECT EVALUATION

SOUTH SALT LAKE COUNTY, 2ND QUARTER OPERATIONS
FOR THE MONTHS OF: MARCH 2020 / APRIL 2020 / MAY 2020

Prepared by UTA Innovative Mobility Solutions under the Office of Communications & Marketing



EXECUTIVE SUMMARY

BACKGROUND

Utah Transit Authority’s Innovative Mobility Solutions Team has partnered with Via to deploy a Microtransit Pilot (Pilot) for one year beginning on November 20, 2019. This on-demand, shared-ride Pilot is designed to expand access to UTA services throughout the zone, to improve mobility for all users, and to provide a quality customer experience. In general, the project team is interested in understanding whether Microtransit provides a valuable and cost-effective service to meet the needs of customers in the region, as well as future deployment potential for Microtransit Services in UTA’s Five Year Mobility Plan.

OVERALL HEALTH OF PILOT PROJECT: Q2 UPDATE

In the second quarter of the Pilot, hundreds of riders continued to use the microtransit service for thousands of essential trips throughout the COVID-19 outbreak. As the state of Utah eased the health risk guidance from red to orange to yellow, the Pilot’s ridership experienced a step drop in March and then a gradual recovery in May as customers again felt more comfortable booking rides. Top learnings at this stage are:

- Customer travel needs changed when the health crisis hit, and the Pilot service flexibly adapted in real time.
- While the general population is slower to resume travel, customers in wheelchairs are using microtransit at record rates.
- Early pre-COVID results and projections show solid potential for microtransit service.

The Pilot has achieved Q2 targets for customer experience and public support. While the pre-COVID targets for ridership, utilization, and cost per rider are more challenging now, projections indicate targets would have been achieved in normal conditions.¹

Figure 1: Key Performance Indicators (KPIs)

Pilot Objective	Metric	Q1	MAR	APR	MAY	Q2
Ridership	Avg. weekday ridership	316	275	105	124	169
	Utilization ²	1.88	1.52	0.67	0.79	1.02
Customer Experience	Avg. wait time (minutes)	11	10	8	9	10
	Avg. customer rating ³	4.8	4.8	4.8	4.8	4.8
Overall Performance	Cost per rider	\$19.10	\$23.27	\$52.22	\$44.14	\$34.30
	Public support	✓	N/A	N/A	N/A	✓
	Days of operation	63	22	22	21	65

Key:

 = On target	 = Approaching 6-month target, on track	 = Not on target, requires mitigation or change
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¹ See “What If” Projections on Page 7 for details

² Utilization – Average riders per hour per vehicle

³ Average customer rating – Based on a scale of 1-5

HOW COVID-19 HAS IMPACTED UTA & THE MICROTRANSIT PILOT

UTAH DIRECTIVES, PUBLIC HEALTH AND TRANSPORTATION

These are extraordinary times here in Utah and throughout the world. On March 11th, the World Health Organization declared COVID-19 a global pandemic. On March 27th Utah Governor Herbert issued a “Stay Safe, Stay Home” directive to all Utahns to reduce the risk of COVID-19 transmission and minimize impact on local hospitals.⁴ According to the Wasatch Front Regional Council, the pandemic has decreased traffic volumes to transit stations by 38%, reduced congestion and travel times, and limited transit use.⁵



IMPACT TO UTA⁶

As part of the ongoing effort to limit the spread of the COVID-19 virus and ensure fiscal responsibility, UTA implemented temporary service reductions beginning April 5th until further notice. In addition, UTA has taken several measures to promote social distancing during the COVID-19 pandemic to protect riders and employees. UTA advised people to limit their transit use to the essential trips outlined by local and state leadership. Changes included:

- Encouraging passengers to wear a face mask
- Rear door bus boarding
- Asking passengers to stay 6-feet back from bus operators
- Daily cleaning and disinfecting of all vehicles

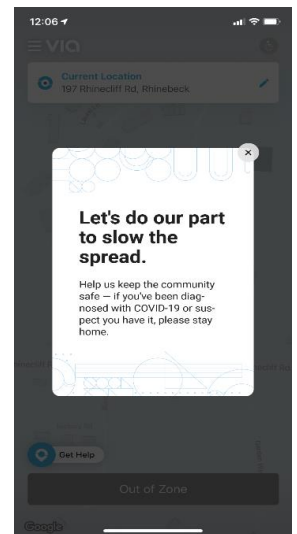
Like other transit agencies across the country, UTA has seen a significant decrease in ridership due to the COVID-19 pandemic. Average weekday ridership declined by -68% in April and by -66% in May compared to last year.

IMPACT TO THE MICROTRANSIT PILOT

The microtransit Pilot adopted social distancing and right-sizing of services similar to UTA’s adjustments in response to the pandemic. Changes included:

- Encouraging passengers to sit in the seat farthest from the driver
- Reduced maximum passengers allowed from 6 to 3
- Reduced vehicle supply to meet demand and achieve cost savings
- Providing face masks to drivers and riders
- Daily cleaning and disinfecting of all vehicles

Like other UTA services, the microtransit Pilot ridership declined significantly due to COVID-19. Average weekday ridership fell by -62% in April compared to the previous month. In May ridership recovered slightly (+18%) compared to April. On May 1st Governor Herbert moved most of Utah from the high risk into the moderate risk category, and on May 15th into the low risk category.



⁴ Utah COVID-19 response website: <https://storymaps.arcgis.com/stories/cabf07b39a6046ee992f1630949a7c80>

⁵ WFRC report: <https://docs.google.com/document/d/1yfrLHwpmEERRZzXZd-3uATTIUv-ZBLd7vIODi8gmCi0/edit>

⁶ UTA COVID-19 update website: <https://www.rideuta.com/Rider-Info/Coronavirus-COVID-19-Updates>

BEYOND METRICS – DETERMINING SUCCESS

OBJECTIVE SUMMARY

While tracking to KPIs is essential, quantitative metrics alone cannot tell the whole story. The prime qualitative objectives of the Pilot and status are:

	OBJECTIVE	STATUS
1.	Improve mobility and enhance the customer experience.	<i>On target</i>
2.	Provide expanded access for all users in the area, especially for users with disabilities.	<i>On target</i>
3.	Improve overall transit ridership by providing first and last mile connections to UTA TRAX and FrontRunner stations.	<i>On target</i>
4.	Provide trips to other important destinations in the area such as job sites, hospitals, and grocery stores.	<i>On target</i>
5.	Present economically sustainable models for scaled implementation.	<i>On target</i> ⁷
6.	Engage the public and garner public support for the Pilot.	<i>On target</i>

Status is currently on target for six out of six objectives as assessed by the Pilot team, even with COVID-19 significantly affecting Pilot operations. Pilot Objectives are referred to throughout this report to check progress towards a successful Pilot project.

SUCCESS

For UTA, the Pilot will be successful if after 12 months:

1. UTA can measure the Pilot’s performance using quantitative and qualitative data.
2. The Pilot Objectives are achieved.
3. UTA can make informed, data-driven decisions on whether to continue the Pilot and to extend UTA’s contract with Via, determine the future of Flex Routes in the service area, and the potential for microtransit in the UTA Five Year Mobility Plan.

EVALUATION PROCESS

To evaluate the Pilot, performance metrics, as identified in the Microtransit Evaluation Plan, will be collected and reported out monthly. Comprehensive quarterly reports will take place at three-month intervals throughout the project. A final evaluation report will be prepared upon Pilot completion.

PUBLIC SUPPORT

The hardest objective to gauge is public support. The Pilot team must estimate the level of public approval based on direct engagement, ridership trends, customer satisfaction scores and inferences. In Q2 public support for the Pilot can be inferred from generally positive feedback from riders, media coverage, and recovering ridership numbers. The Pilot team aims to build on this early support through continued community outreach and quality service delivery.

⁷ See Cost Effectiveness Figure 14 on Page 9 for details

QUARTERLY PERFORMANCE DETAIL

Figure 2: Q2 Data Table

Pilot Objective	Metric	Goal	MAR 2020	APR 2020	MAY 2020	Q2 Total	Q2 WAV ⁸ Only
Ridership	Total ridership	N/A	6,058	2,304	2,600	10,962	208
	Avg. weekday ridership	350 - 450 (at 6 months)	275	105	124	169	3
	Avg. riders per hour per vehicle (utilization)	2.5 - 4.5 (at 6 months)	1.5	0.7	0.8	1.02	N/A
	WAV request %	2% - 5%	1.1%	1.6%	4.0%	N/A	1.9%
	First mile / last mile connections to transit	25%	49%	39%	36%	N/A	N/A
	Shared rides %	25% (at 6 months)	23%	4%	6%	N/A	N/A
Customer Experience	Avg. customer rating	4.8 out of 5.0	4.82	4.80	4.85	4.82	4.82
	Average wait time	< 15 minutes	11	8	9	10	13
	On time pick up %	95%	94%	96%	93%	94%	88%
	Avg. minutes per ride	N/A	10	9	10	9	11
	Avg. miles per ride	N/A	3.7	3.6	3.9	3.7	3.2
	Avg. travel time	< 3 minutes per mile	2.7	2.5	2.6	2.4	3.4
Overall Performance	Operating cost ⁹	\$479,430 (Q2 Budget)	\$140,969	\$120,317	\$114,752	\$376,038	N/A
	Operating hours	13,022 (Q2 Budget)	3,978	3,456	3,289	10,724	N/A
	Operating miles	N/A	54,678	30,497	32,213	117,955	N/A
	Cost per hour	\$36.82 (Q2 Budget)	\$35.44	\$34.81	\$34.89	\$35.07	N/A
	Cost per rider	< \$13.08	\$23.27	\$52.22	\$44.14	\$34.30	N/A
	Cost per mile	N/A	N/A	N/A	N/A	N/A	N/A
	Safe operations (avoidable accidents)	< 1 per 100,000 miles	0	0	0	0	N/A
	Trips booked through Via's call center	N/A	3%	4%	6%	4%	27%
Fares from credit cards ¹⁰	N/A	\$2,313	\$2,213	\$1,483	\$6,009	N/A	

⁸ WAV – Wheelchair Accessible Vehicle. Three of the 17 total Via vehicles are WAVs.

⁹ Operating cost – Fully allocated; includes operating and capital costs. Excludes marketing expenses.

¹⁰ Fares from credit cards – Includes credit card, debit card, Apple Pay and Google Pay.

RIDERSHIP

Average weekday ridership declined by 47% in Q2 due to the health crisis. At the end of Q2, May average weekday ridership recovered slightly and increased by 18% over April as shown in Figure 3. Similarly, utilization fell by 46% compared to Q1. Given social distancing requirements and configured limits to 3 riders per vehicle, it is not currently possible to meet the pre-COVID **utilization** target. The percentage of **shared rides** decreased from 23% in March to 4% in April and rebounded slightly to 6% in May.

As shown in Figure 4, customers seeking wheelchair accessible vehicles are not only back on microtransit, usage in May was higher than ever. Figure 5 reveals that most riders took interlocal trips in Q2. Microtransit is being tested as a coverage solution, meaning the entire zone receives service. In Q2 the Pilot served approximately 1,400 unique origin points and 1,300 unique destination points highlighting the wide array of trip purposes throughout the zone. Figure 6 displays the top origin (pick up) and destination (drop off) points during the second quarter of the Pilot. The data shows that riders are using the service to connect to UTA TRAX and FrontRunner trains for **first and last mile** connections, plus travelling within the zone to local businesses for work, shopping, and recreation. Together this data demonstrates that **mobility has improved** in the Pilot service area for a diverse set of needs and for users with disabilities.

Figure 3: Average Weekday Ridership by Month

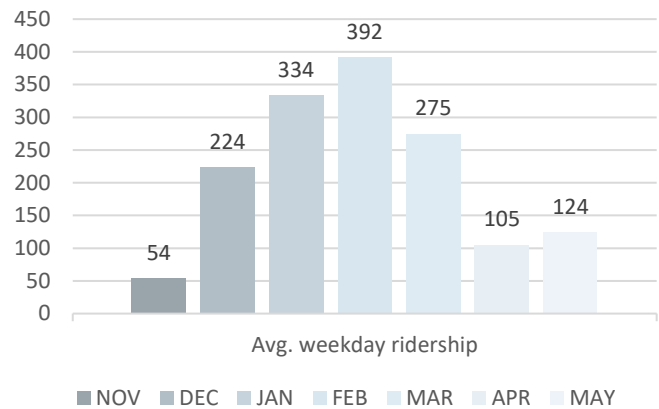


Figure 4: Trips on Wheelchair Accessible Vehicles (WAVs)

	MAR	APR	MAY
TOTAL RIDES WAV	67	37	104
AVG. WEEKDAY WAV RIDERS	3.0	1.7	5.0

Figure 5: First Mile v. Interlocal Trips

	MAR	APR	MAY
FIRST MILE / LAST MILE	49%	39%	36%
INTERLOCAL TRIPS	51%	61%	64%

Figure 6: Top Locations in Q2

Top 10 Origin (Pick Up) Locations			Top 10 Destination (Drop Off) Locations		
#	Origin	City	#	Destination	City
1	TRAX, Daybreak Parkway	South Jordan	1	TRAX, Daybreak Parkway	South Jordan
2	FrontRunner, Draper	Draper	2	FrontRunner, Draper	Draper
3	TRAX, Draper Town Center	Draper	3	TRAX, Crescent View	Sandy
4	TRAX, Crescent View	Sandy	4	Business	Riverton
5	Business	Riverton	5	TRAX, Draper Town Center	Draper
6	Business	Riverton	6	FrontRunner, South Jordan	South Jordan
7	FrontRunner, South Jordan	South Jordan	7	Business	South Jordan
8	Residential Apartments	Draper	8	Residential Apartments	Draper
9	Residential	Herriman	9	Business	Riverton
10	TRAX, Kimball's Lane	Draper	10	Business	South Jordan

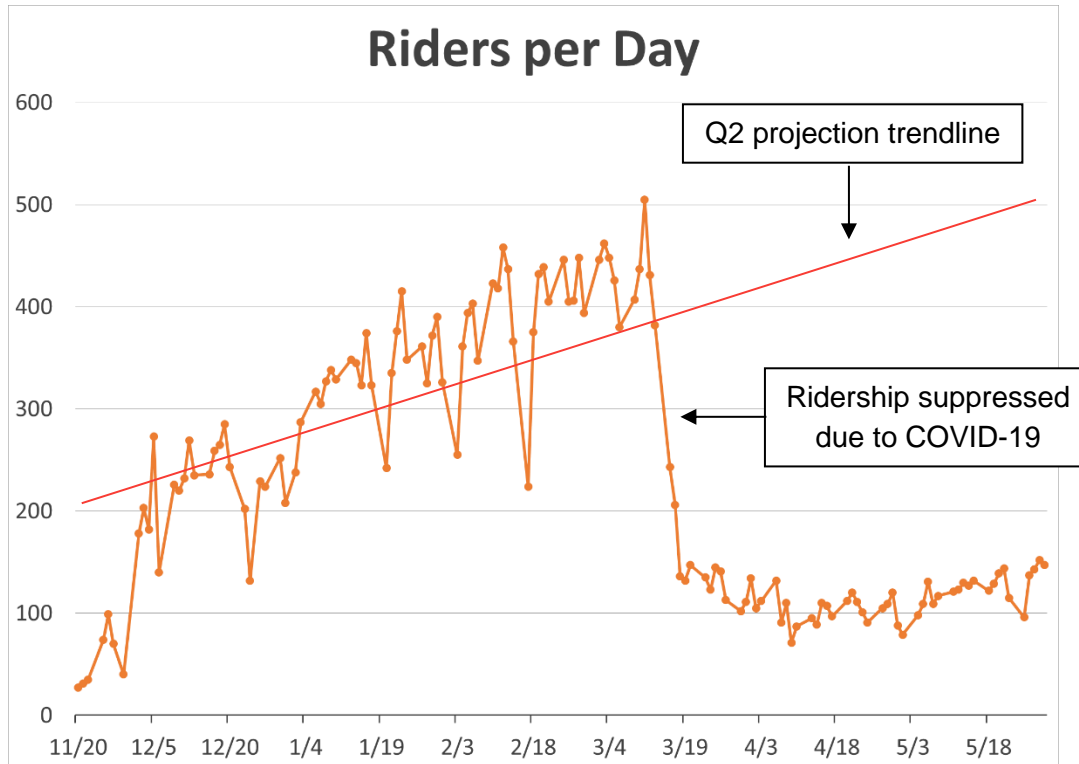
“WHAT IF” PROJECTIONS

Given the extraordinary impact on the Pilot due to the COVID-19 pandemic, the Pilot team wanted to explore a “what if” scenario. This scenario projects the last 90 days of normal pilot costs and daily ridership out to the end of Q2 using historical data. Another factor to consider is the seasonality of transit ridership. UTA ridership typically dips in the spring and summer when students travel less often. Using historical data and adjusting for seasonality results in an estimated range of 450 – 500 average weekday daily ridership, thus achieving the Pilot’s cost and ridership objectives by the end of Q2. As shown in Figure 8, actual results reported for March, April, and May 2020 are quite different from these projections due to COVID-19. Still, Pilot stakeholders may find this alternative scenario helpful when evaluating the potential of future microtransit services.

Figure 7: KPI Projections Under Normal Circumstances

Pilot Objective	Metric	Q1 Actual	Q2 Actual	Q2 Projection	Target Met?
Ridership	Avg. weekday ridership	316	169	450 – 500	✓
	Utilization ¹¹	1.88	1.02	2.5 – 2.7	✓
Customer Experience	Avg. wait time (minutes)	11	10	12 – 13	✓
Overall Performance	Cost per rider	\$19.10	\$34.30	\$12 – \$13	✓

Figure 8: Actual Daily Riders with Trendline Projection



¹¹ Utilization – Average riders per hour per vehicle

CUSTOMER EXPERIENCE

Providing an **enhanced customer experience** is one of the Pilot’s primary objectives. This is being measured by customers rating their experience in the Via app immediately after their ride. Approximately 37% of riders rated their trips in the second quarter, giving the Pilot service an average score of 4.8 out of 5.0 stars and meeting the Pilot’s stated goal of 4.8.



Formal **customer feedback** was collected mainly through the Via app and by UTA customer service representatives. Over the quarter there were 104 total comments logged, mainly through Via’s app. Figure 9 shows that there were more commendations than any other type of feedback. Praise for the service was followed by complaints about vehicle routing, concerns about driving habits, and complaints about driver behavior. Requests to expand the level of service (i.e. longer hours, larger zone) and other types of issues (i.e. fares, app usage) rounded out the feedback. These comments are reviewed by the Pilot team and with Via to continuously improve the service. In addition to the formally logged and tracked feedback, the Pilot team is listening to customers on social media and through an Open UTA survey.

An **average ride** is short in both distance and duration. A typical ride is 3-4 miles and lasts 9-10 minutes from pick up to drop off. The average travel speed is 2.4 minutes per mile, or approximately 25 MPH. This compares favorably to travel times on mainly 25-40 MPH roads and non-highway auto trips. **On-time pickups** improved a little from 93% in Q1 to 94% in Q2. Since the Via service uses a corner-to-corner routing, customers are typically asked to walk to the nearest intersection. The average walking distance was 0.14 miles total per trip.

Figure 9: Customer Comments, Q2

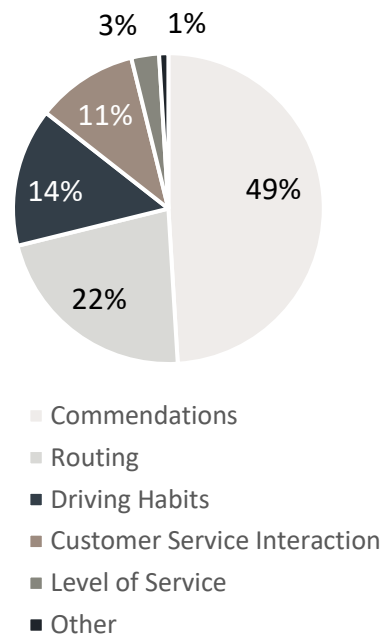
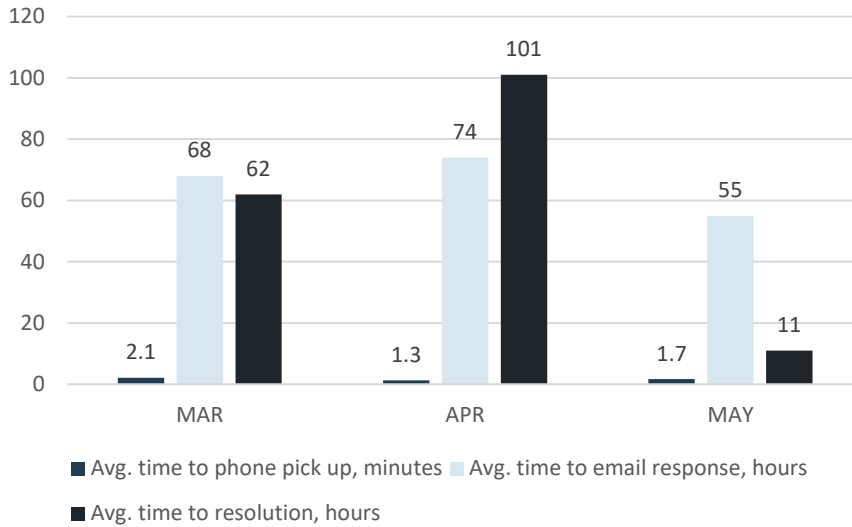


Figure 10: Sample Rider Feedback by Category

Sample Comment	Category
“Very helpful thank you so much” “He’s amazing” “Really helpful and very professional he actually makes me look at UTA more positively” “Ian was very nice! Great conversation and excellent driver!” “She was very kind to wait for me after calling her when I couldn’t find her.”	Commendations
“I missed my 4 pm train because she was delayed in picking me up. Now I have to wait an additional half an hour for the next train. Very disappointed.”	Routing
“Driver of UTA van with Utah plate V52 9XG operating recklessly...”	Driving Habits
“I wish UTA had the Via thing in Davis County.”	Level of Service
“Smelt like cigarette smoke.”	Customer Service Interaction

When customers need to book a ride over the phone or resolve a problem, they dial into a Via-operated call center. Figure 11 shows that average phone pick-up times are holding steady around two minutes or less throughout Q2. After higher than normal resolution times in April, service levels have improved since the start of the quarter.

Figure 11: Via Customer Call Center Service Levels



“Ride was grrrrrrrrreat!” – Customer comment March 17th

“I love the VIA service. My greatest hope is that it will operate on weekends and be available earlier in the mornings.” – Customer comment April 2nd

“He went out of his way to keep us safe” – Customer comment April 22nd

COST EFFECTIVENESS

The Pilot team analyzes costs per the Pilot Objectives to present economically sustainable models for scaled implementation. Operating microtransit under a Transportation-As-A-Service (TAAS) model, UTA’s cost to run each hour of service is a fixed **cost per hour** as negotiated in the UTA-Via agreement. Adding fuel expenses, total operational costs in Q2 averaged \$35.07 per hour which compares favorably to a UTA benchmark system cost of \$45.93 per hour as shown in Figure 12.

UTA’s Flex Routes set the basis for the Pilot’s **cost per rider** goal. In general, microtransit cost per rider is expected to be higher than fixed route bus but lower than paratransit bus. UTA’s Flex Route operating costs per rider fall into that range. In 2018 Flex Routes in the service area had an average investment per rider (IPR) of \$16.35. The Pilot aims to be more cost effective than existing service by cutting costs 20% from \$16.35 to \$13.08 per microtransit rider. In Q2 the Pilot averaged \$34.30 per rider as shown in Figure 12.¹² Note that projections using pre-COVID data estimate a \$12 – \$13 cost per rider per Figure 7.

Figure 12: Cost Effectiveness Tracking

	PILOT TARGET	PILOT Q1	PILOT Q2	Q2 PROJECTIONS	UTA BENCHMARK	BENCHMARK BASIS
COST PER RIDER	< \$13.08	\$19.10	\$34.30	\$12.00 - \$13.00	\$16.35	UTA Flex Route Bus
COST PER HOUR	\$36.82	\$36.18	\$35.07	N/A	\$45.93	UTA System
COST PER MILE	N/A	N/A	N/A	N/A	N/A	UTA System

¹² Unique to microtransit, this Pilot is tracking fully allocated costs that include both capital and most operating expenses, while all other UTA services track only operating expenses making it difficult to compare costs across service types. Cost per mile does not apply because these costs are already included in the hourly rate.

The Pilot finished Q2 under **budget** by 2,298 hours and \$103,392 (19%). Cost savings are due to the Pilot’s ability to quickly reduce hours as customer demand fell in Q2 due to the health crisis. Cumulative tracking shows a total of 4,417 hours and \$188,149 under budget.

FLEX ROUTES

As part of the Pilot, UTA seeks to understand if microtransit can be an alternative mode of transit to traditional bus services in low density and harder to serve areas. During the Pilot planning phase, routes F504, F518, F534, F546, and F547 were identified as routes which do not meet UTA service and performance standards.¹³ These standards include low ridership and a high IPR. While the Flex Routes remain in operations during the Pilot, the project team continues to monitor and evaluate their performance as part of the overall recommendations regarding the future of the microtransit service.

Like other UTA services, Flex Route ridership declined significantly due to COVID-19. Q2 Flex Route performance data indicates a year over year 70% total reduction in ridership across routes F504, F518, F534, F546, and F547. Route F534 was suspended and frequency on other routes was reduced to 60 minute all day service on April 14th along with many other COVID-19-related service reductions. While the project team does not have supporting quantitative or qualitative data to support a mode shift from the Flex Routes to the microtransit service, it can be inferred that some UTA customers are likely changing modes as microtransit ridership continues to increase.

Figure 13: Selected Flex Route Trends

	MAR	APR	MAY	Q2 TOTAL
LAST YEAR	MAR 2019	APR 2019	MAY 2019	
F504	2,160	2,068	2,179	
F518	1,775	1,940	1,957	
F534	337	373	377	
F546	1,877	2,050	1,864	
F547	2,226	2,492	2,562	
FLEX ROUTE RIDERSHIP	8,375	8,923	8,939	26,237
THIS YEAR	MAR 2020	APR 2020	MAY 2020	
F504	1,421	537	604	
F518	963	385	446	
F534	180	22	0	
F546	829	336	353	
F547	1,098	334	412	
FLEX ROUTE RIDERSHIP	4,491	1,614	1,815	7,920
YEAR OVER YEAR FLEX ROUTE RIDERSHIP CHANGE	-3,884	-7,309	-7,124	-18,317
% CHANGE	-46%	-82%	-80%	-70%
FOR COMPARISON, Q2 MICROTRANSIT RIDERSHIP	6,058	2,304	2,600	10,962

¹³ The microtransit service area was subsequently modified prior to launch. The F514, which meets UTA service and performance standards for Flex Routes, was included in the modified service area but is not included in the Flex Route Performance Indicators.

OVERALL PERFORMANCE

The microtransit Pilot is testing a **coverage service model** by providing on-demand access to everyone in the area. The Pilot nearly doubled the coverage area with an 80% increase from 36 square miles to 65 square miles. Over the remaining months, the Pilot team will determine if microtransit is working as an efficient and effective coverage service by measuring against the KPIs in Figure 1 and Pilot Objectives on page 3.

The majority (76%) of riders **pay** with a UTA pass, ticket, or transfer as shown in Figure 14. Credit card payment (22%) includes credit cards, debit cards, Apple Pay, and Google Pay. Free and promotional fares (2%) include free ride credits tied to a single-use promotional code and fares waived to smooth out customer service issues.

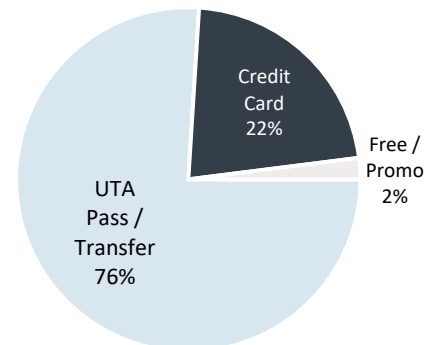
The Pilot’s **safety** goal is less than one unavoidable accident per 100,000 miles.

In the second quarter of Pilot operations there were zero unavoidable accidents over 117,955 total miles surpassing the safety metric. Customer comments that touch on safety typically fall under Driver Habits (i.e. driving too fast) and Routing (i.e. unsafe drop off point). The Pilot team has developed an Incident Response Plan to define and report any safety incidents.

The Pilot is designed to deliver **accessible and equitable** service for all riders in the service area. The team is focusing on these key components to measure accessibility and equity:

- **WAV trips** – UTA estimates that 2-5% of fixed route transit riders use a wheelchair ramp to board a train or bus. The Pilot’s goal is to fall within that same 2-5% range. In the second quarter, an average of 1.9% of Pilot riders requested WAVs almost reaching the quarterly target. More recently, in May the Pilot had a 4.0% WAV usage rate achieving the target for the first time.
- **Equivalent service** – The Pilot team logs quality of service data specific to WAV trips such as average wait time and customer satisfaction ratings. This data is then compared to the overall Pilot statistics, as shown in Figure 2, to check if AV customers are receiving an equivalent customer experience. In the second quarter, the service achieved equivalent customer satisfaction scores. Average wait times for WAV vehicles were two minutes longer at 13 minutes and still below the 15-minute goal. WAV customers generally took trips that were shorter in distance but with longer travel times because of extra time needed to deploy the ramp, board the vehicle, and secure the wheelchair. On time pickup rates were less reliable at 88% for WAVs compared to 94% overall.
- **CAT committee feedback** – Due to COVID-19 interaction with the Committee for Accessible Transportation (CAT) was temporarily curtailed. Outreach efforts are being planned now to gather CAT feedback on the Via app through online meetings. The team also plans to demonstrate a microtransit WAV at the September CAT meeting.

Figure 14: Fare Payment by Type



MARKETING AND PROMOTIONS

CURRENTLY ON HOLD. All advertising and marketing campaigns have been suspended since mid-March due to COVID-19. Marketing is an essential element to raise awareness of the new service and to encourage trial. To date the most productive marketing sources are organic growth, clicks to UTA’s Pilot webpage, referrals from other riders, and community outreach / street marketing efforts.

The UTA Pilot webpage is seeing less traffic this quarter due to suspended advertising, yet it still receives approximately 24 hits per day. The Pilot's Via app has been downloaded by over 6,200 total users. It is currently downloaded approximately 5 times per day. Most of the app download sources are from organic growth (word of mouth).

CHALLENGES

No new service will launch without challenges. Operational **gaps** that temporarily hinder this Pilot are:

- **Paratransit connections.** Initial testing and implementation of Paratransit connections and scheduling software began this quarter, but Via has not yet transported any paratransit customers. The team is learning from the first two test rounds and adjusting accordingly based on early results. The team has also identified WAV capacity issues due to higher than anticipated demand and is developing an alternatives analysis to address the issue.
 - **DSPD certification.** The Pilot team relies on Utah's Division of Services for People with Disabilities (DSPD) program to vet driver eligibility to transport DSPD clients. On June 1st DSPD revised its screening process and some drivers will need to resubmit applications using the new process.
 - Other Pilot challenges include fare reconciliation, refining the routing and ETAs, pick up / drop off points, and ongoing driver training.
-

NEXT STEPS

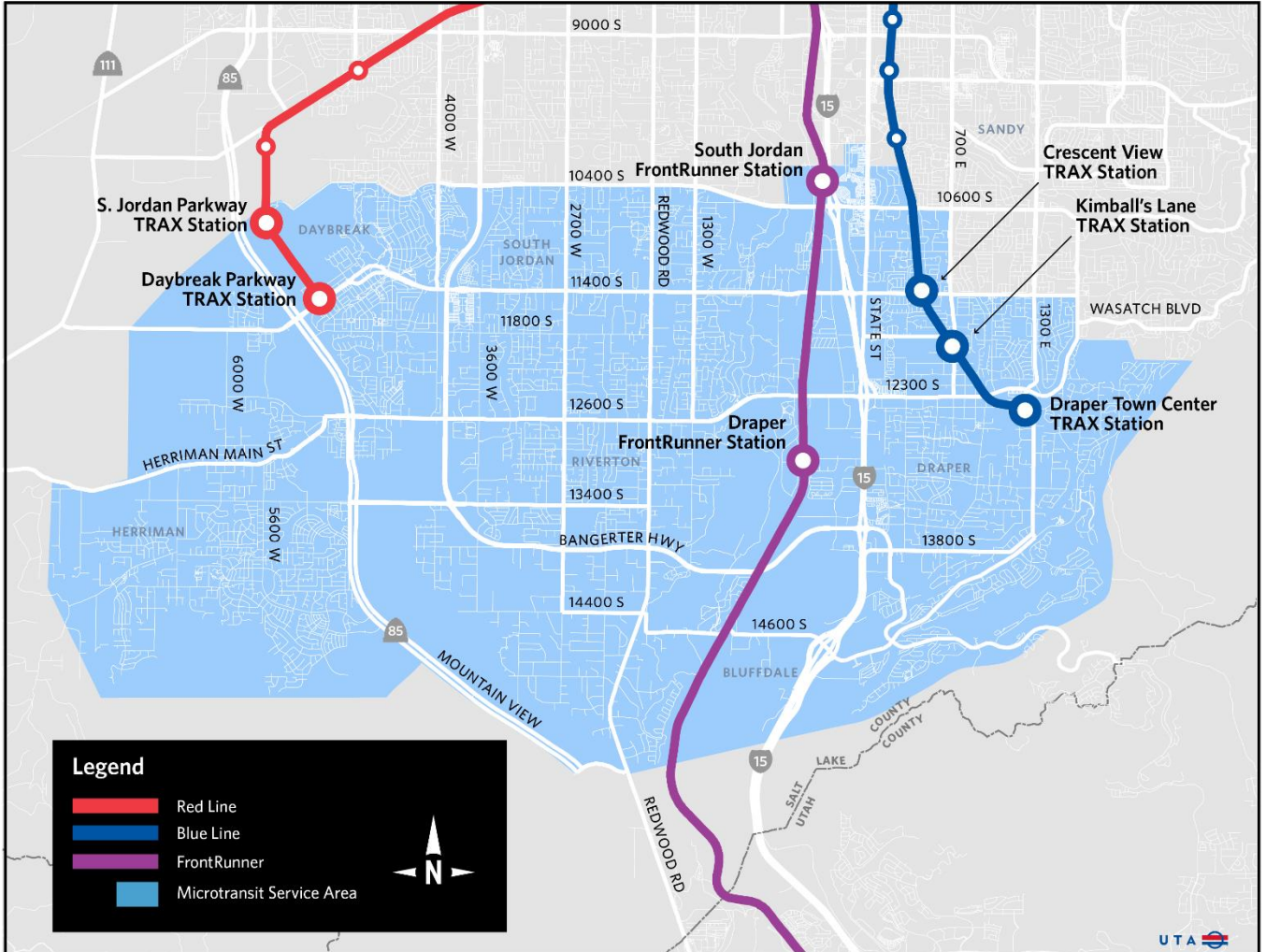
It's worth noting that even with COVID-19, there are no significant changes recommended by the Pilot team because the Pilot is currently achieving its stated Objectives. The Pilot Team recommends continuing the Pilot as riders gradually return in greater numbers. Via continues to train drivers and respond to new feedback and data. The Pilot team continues to learn and fine-tune the service delivery. Priorities over the next quarter include:

- Continued testing of **paratransit connection scheduling** software and procedures to make timed transfers between Via and Paratransit vehicles at designated service points. Finalize and implement service recommendations or changes as identified in the alternatives analysis. This is a critical component of the Pilot.
- Throughout the second quarter the Pilot team has been planning integration for **electronic fare cards**. This enhancement is being scoped out now and will next move to the contracting and software development phase. September 1, 2020 is the planned completion date.
- Revised **marketing** and outreach to key customer groups. In March, all advertising campaigns for the service were put on hold due to COVID-19. The Pilot team is now refining a marketing budget for the rest of 2020 that aligns with UTA's health and safety-focused communication plans. Later campaigns will concentrate on building ridership.
- Exploring planned **enhancements** for integrated trip planning with Transit App and inclusion of electric vehicles. The Pilot partners will develop time and cost estimates for options that could be implemented in 2020 or later.
- Determining how to evaluate potential **changes** to the Pilot. For example, should the operating hours or days be expanded? Should the service boundaries be modified? What are the cost and quality of service impacts?

The **contract** with Via has a base term of one year, with two options to extend for two additional years. In the coming months, UTA will determine if the contract should be extended for a second year.

APPENDIX A

PILOT SERVICE AREA



APPENDIX B

MEDIA COVERAGE

SELECTED NEWS FEATURING THE MICROTRANSIT PILOT, 2ND QUARTER

- UTA's 'microtransit' experiment working well, offers flexibility during COVID-19 outbreak
<https://www.sltrib.com/news/2020/04/09/utas-microtransit/>

SOCIAL MEDIA

SELECTED TWEETS TO #UTAONDEMAND

← #UTAonDemand

Top Latest People Photos Videos

UTA @RideUTA · 05 Mar
Thanks for sharing your #UTAonDemand by @ridewithvia experience, @KSL_AlexCabrero!

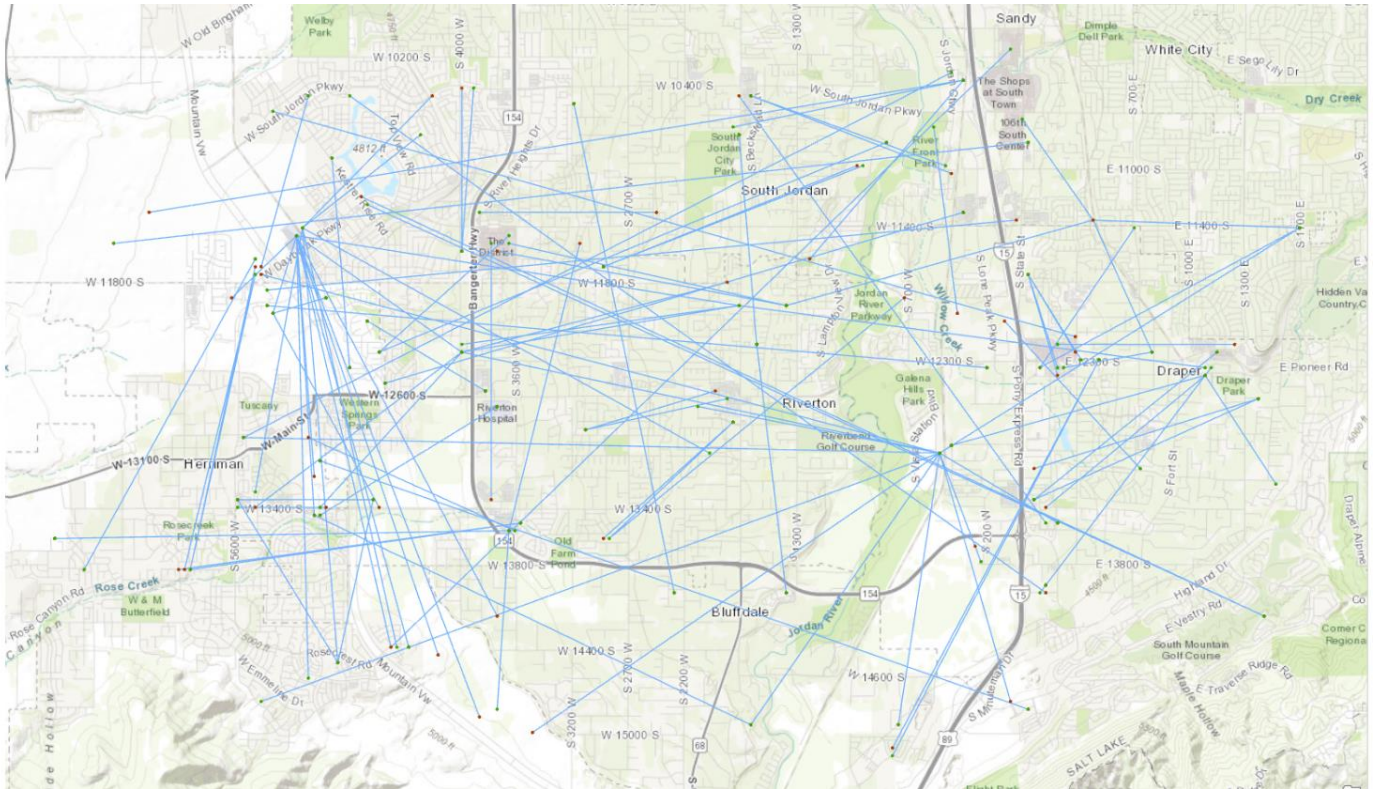
Alex Cabrero @KSL_... · 05 Mar
Trying out @RideUTA new Via on demand micro-transit van. It's just like Uber and drops you off at TRAX/ Frontrunner stations. The cost is included in those tickets. Right now...

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APPENDIX C

SAMPLE TRIP MAP

Figure 15: Map illustrates trips taken on Thursday, May 28, 2020





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Laura Hanson, Director of Planning

BOARD MEETING DATE: July 15, 2020

SUBJECT: August 2020 Change Day Service Plan Overview

AGENDA ITEM TYPE: Discussion

RECOMMENDATION: Informational report for discussion

BACKGROUND: On April 5, 2020, UTA implemented service reductions in response to the decreased ridership during the COVID-19 pandemic. The Executive Director established a Recovery Task Force and part of their mission is to guide restoration of service during the changing landscape of the pandemic and reopening of activities. UTA service planning during this recovery phase considers both the short-term demands and long-term outcomes with a focus on ridership and financial stability.

DISCUSSION: With universities planning reopening for fall and other activities gradually reopening, UTA staff has developed a service plan to initiate on August 23, 2020. This new service plan primarily restores much of the service that was reduced in April.

This will be an important change day for UTA and staff will communicate and prepare for the change day similar other UTA “change days”. Typically, UTA holds three “Change Days” per year, when service changes are made to respond to school and ski resort openings and closings, as well as changing development patterns and transit demands in the region. These changes are typically in April, August, and December of each year.

As a temporary service change in response to the Coronavirus, these service changes do not rise to the level of a major service change that would require a Title VI service equity analysis. However, UTA service planning did review the proposed August 2020 service for equity to prevent unintentional discrimination, as requested by the Federal Transit Administration.

In the presentation at the July 15, Board Meeting, staff will provide an overview of the changes planned for the August Change Day, and the process through which these changes were identified. The Board of Trustees will be asked to approve the 2020

	August Change Day service plan at their July 22, 2020 meeting. Stakeholders and customers wishing to provide input on the plan are welcome to email their comments to hearingofficer@rideuta.com or call 801-RideUTA (option 5) by noon p.m. on July 21, 2020.
ALTERNATIVES:	Informational report for discussion
FISCAL IMPACT:	The service restoration plans for August Change Day are estimated to cost approximately \$129 million over the course of the next year. This falls well within the agency's operational budget, and includes a 2.5% contingency.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: July 15, 2020

SUBJECT:	Utah Transit Authority Corridor Studies with Bus Rapid Transit Alternatives
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational item for discussion
BACKGROUND:	UTA has recently implemented a Bus Rapid Transit (BRT) in Utah County (UVX). This corridor has proven to be very successful and has spurred a desire by local project partners to consider bringing BRT to their communities.
DISCUSSION:	Staff will present a brief overview of the following projects that are in various phases of study/development and are considering at least one BRT alternative: <ul style="list-style-type: none">- Ogden/WSU BRT- Davis-SLC Community Connector- Midvalley Connector- Southwest Salt Lake County Transit Study- Point of the Mountain Transit Study- Central Corridor Transit Study- South Utah County Transit Analysis
ALTERNATIVES:	Informational report for discussion
FISCAL IMPACT:	N/A
ATTACHMENTS:	None