

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



Wednesday, October 21, 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 the Utah Open and Public Meetings Act, specifically Utah Code § 52-4-207(4), 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, October 20th, 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 and Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Consent
a. Approval of October 7, 2020 Board Meeting Minutes | Chair Carlton Christensen |
| 4. Agency Report | Carolyn Gonot |
| 5. Approval of UTA Policy 02.03 - Fares | Monica Morton |
| 6. Resolutions
a. R2020-10-02 Resolution Adopting the Fare Rates and Types of Fare Media of the Agency | Monica Morton |
| b. R2020-10-03 Resolution Authorizing Execution of Amendment 1 to Addendum 2 and Addendum 3 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2020-21 Frequent Transit Network Routes | Laura Hanson |

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

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

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| 7. Contracts, Disbursements and Grants | |
| a. Contract: Data Backup and Recovery System Replacement (Cache Valley Electric) | Dan Harmuth, Tom Smith |
| b. Contract: Laserfiche Software Maintenance (Cities Digital, Inc.) | Dan Harmuth |
| c. Contract: Light Rail Seat Replacement (United Safety & Survivability Corporation) | Eddy Cumins, Kyle Stockley |
| d. Change Order: South Salt Lake County Microtransit Pilot Extension (River North Transit, LLC, "Via") | Jaron Robertson |
| e. Revenue Contract Change Order: Lease Addendum No. 2 (Greyhound Lines, Inc.) | Paul Drake |
| f. Pre-Procurements | Todd Mills |
| i. FrontRunner South Double Tracking Environmental Review and Design | |
| ii. JD Edwards Software Support & Maintenance | |
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| 8. Discussion Items | |
| a. South Salt Lake Microtransit Pilot Quarter 3 Report and Survey Results | Jaron Robertson |
| b. Airport TRAX Station Relocation Project Update | Mary DeLoretto,
Andrea Pullos |
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| 9. Other Business | Chair Carlton Christensen |
| a. Next Meeting: October 28, 2020 at 9:00 a.m. | |
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| 10. Closed Session | Chair Carlton Christensen |
| a. Strategy session to discuss pending or reasonably imminent litigation | |
| b. Strategy session to discuss the purchase, exchange, lease, or sale of real property, if public discussion of the transaction would prevent the public body from completing the transaction on the best possible terms | |
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| 11. Adjourn | Chair Carlton Christensen |

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

**UTAH TRANSIT AUTHORITY
ELECTRONIC BOARD MEETING DETERMINATION**

Consistent with provisions of the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4), and acting in my capacity as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold and convene electronic meetings of the UTA Board without a physical anchor location:

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
 - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person virus transmission continues to occur in the state of Utah; and
 - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on October 7, 2020, and is effective until midnight on November 6, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 30 day of September, 2020.



Carlton Christensen Chair of the Board of Trustees

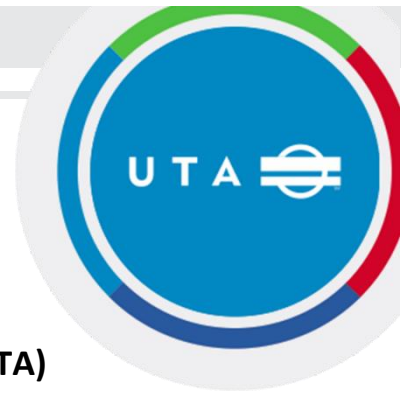


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Approval of October 7, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the October 7, 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, October 7, 2020 at 9:30 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) 2020-10-07_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
October 7, 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 9:41 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as Appendix A to these minutes.

Public Comment. It was noted that no online comment was received for the meeting.

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

Consent Agenda. The consent agenda was comprised of:

- a. Approval of September 23, 2020 Board Meeting Minutes

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

Agency Report.

Autonomous Vehicle Shuttle Pilot Update. Carolyn Gonot, UTA Executive Director, noted the autonomous vehicle shuttle pilot is nearing its conclusion, with next steps including phase 1 analysis and phase 2 planning.

Suicide Prevention Update. Ms. Gonot provided an update on the agency's September suicide prevention efforts, among which were participation in the Out of the Darkness Walk sponsored by the American Foundation for Suicide Prevention, "Live On" campaign, "Question, Persuade, Refer" suicide prevention training program, and UTA-hosted community events to raise suicide prevention awareness.

Financial Report – August 2020. Bill Greene, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Senior Manager – Budget & Financial Analysis. Mr. Armstrong reviewed the financial dashboard, passenger revenues, sales tax collections, sales tax revenues, year-to-date revenue loss and CARES funding estimates, and operating expenses.

Discussion ensued. A question on sales tax forecasting was posed by the board and answered by staff.

Discussion Items.

Little Cottonwood Canyon Environmental Impact Statement (EIS) Process Overview.

Laura Hanson, UTA Director of Planning, was joined by Josh Van Jura with the Utah Department of Transportation (UDOT), and Vince Izzo with HDR. Mr. Van Jura highlighted the EIS study area, project purpose, modes studied, components of reasonable alternatives, travel demand objectives, EIS schedule, and public engagement efforts.

Discussion ensued. Questions on space allocation at mobility hubs, types of buses included, seasonality of service options evaluated in the EIS, interface of gondola/bus service schedules, and revised capital cost estimates were posed by the board and answered by staff.

Draft UTA Fare Policy and Rates, Title VI Fare Equity Analysis, and Public Involvement Report.

Monica Morton, UTA Fares Director; Megan Waters, UTA Community Engagement Manager; and Andrew Gray, UTA Civil Rights Compliance Officer – Title VI & Disadvantaged Business Enterprise reported on proposed fare and rate adjustments, as well as the associated public outreach efforts and equity analysis. Ms. Morton reviewed fare multipliers, discounts, fare products and media, and proposed changes to the UTA fare structure. Ms. Waters provided an overview of public engagement efforts and results. Mr. Gray spoke about Title VI requirements, positive changes associated with proposed fare changes, and related analytical findings.

Discussion ensued. Questions on public sentiment, impact of public feedback on proposed changes, accessibility of fare media, finding of “no disparate impact” on removal of token products, availability of low income passes through social service agencies, and utilization rates in the low income pass pilot program were posed by the board and answered by staff.

Resolutions.

R2020-10-01 Resolution Approving the Title VI 2020 Fare Equity Analysis. Mr. Gray indicated the resolution is part of the compliance requirements related to the proposed fare structure adjustments.

A motion to approve R2020-10-01 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.

Contracts, Disbursement, and Grants.

Contract: Mt. Ogden Bus Lift Replacement (Steril-Koni). David Hancock, UTA Director of Asset Management, was joined by Kevin Anderson, UTA Facilities Maintenance Manager. Mr. Hancock requested the board authorize a contract to purchase a new bus lift for the Mt. Ogden facility in the amount of \$218,549.

Discussion ensued. A question on whether modifications would be needed to install the lift was posed by the board and answered by staff.

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

Contract: Learning Management System (SumTotal). Alisha Garrett, UTA Director of Culture & Talent Development, asked the board to authorize a contract for a new learning management system in the amount of \$345,250.

Discussion ensued. Questions on options in the contract for product maintenance and total contract value were posed by the board and answered by staff.

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

Service and Fare Approvals.

Election Day Free Fare on Tuesday, November 3, 2020. Ms. Morton stated the agency would like to provide free fare to voters on election day.

Discussion ensued. Questions on fare enforcement and promotion efforts were posed by the board and answered by staff.

A motion to approve the election day free fare was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Other Business.

Upcoming Meetings.

- Budget Work Session, October 8, 2020 at 11:00 a.m.
- Regular Meeting, October 21, 2020 at 9:00 a.m.

Chair Christensen noted the Local Advisory Council Transit-Oriented Development Workshop scheduled on October 14, 2020 will be postponed.

Adjournment. The meeting was adjourned at 11:39 a.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/632271.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A

UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with provisions of the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4), and acting in my capacity as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold and convene electronic meetings of the UTA Board without a physical anchor location:

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
 - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person virus transmission continues to occur in the state of Utah; and
 - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on October 7, 2020, and is effective until midnight on November 6, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 30 day of September, 2020.


Carlton Christensen Chair of the Board of Trustees



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: October 21, 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: Bill Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: October 21, 2020

SUBJECT:	UTA Policy 02.03 - Fares
AGENDA ITEM TYPE:	Policy Approval
RECOMMENDATION:	Approve UTA Policy 02.03 - Fares and forward to the Executive Director to sign and implement the policy
BACKGROUND:	UTA staff have finalized all required processes and procedures necessary for approval of a new UTA Fares Policy. In addition, UTA staff have completed all requirements for proposed fare rates, including a discussion on October 7 th , 2020 of the Title VI analysis and public outreach. The final step before implementation is to obtain Board approval of the fare policy and fare rates.
DISCUSSION:	<p>The Fares Policy guides staff in the administration and operation of the fare system and includes the following key elements:</p> <ul style="list-style-type: none">• Pricing structure• Fare adjustments• Complimentary passes• Special pricing including pilot programs and fare promotions, and• Fare administration <p><i>Creating a pricing structure.</i> The pricing structure is organized around a base fare rate. The proposed pricing structure is a simplification of existing fares and builds off the base fare rate.</p> <p><i>Fare Adjustments.</i> The fare policy recommends the agency review, and propose if necessary, fare adjustments every two years. The fare policy outlines a fare adjustment process that will occur prior to each fare adjustment.</p> <p><i>Complimentary Passes.</i> The proposed policy addresses overseeing the issuance of complimentary passes within certain parameters including complimentary passes used to support internal operating functions.</p>

	<p><i>Special Pricing.</i> The proposed policy addresses special pricing, that includes pilot programs and fare promotions. Special pricing includes bulk fare purchases to accommodate large groups. Pass programs offered to businesses, organizations, and institutions are also part of special pricing.</p> <p><i>Administration of the Fare System.</i> Administration of the Fare System includes fare media, fare collection equipment and payment options, and fare validation by operators and transit police officers.</p>
ALTERNATIVES:	Not approve or amend the proposed policy
FISCAL IMPACT:	<p>The estimated fiscal impact is calculated for the following fare changes based on the proposed fare rate schedule attached to Resolution R2020-10-02:</p> <ul style="list-style-type: none"> • \$1,147 Increase – Create a single fare for premium bus services • \$445,625 Increase – Change the discount structures • \$179,100 Loss – Apply a single base fare multiplier <p>The elimination of certain fare products such as tokens would result in a decrease in fare revenue for the short term; however, the transition to existing products and the implementation of various programs such as the pilot being developed with human service organizations would likely result in no loss or minimal loss over time.</p>
ATTACHMENTS:	1) UTA Policy 02.03 - Fares

UTAH TRANSIT AUTHORITY POLICY

No. UTA.02.03

FARES

1) Purpose. The purpose of this policy is to guide staff in the administration and operation of the Fare System.

2) Definitions.

“Bulk Purchase Pricing” means discounted pricing which recognizes the economies of scale associated with the purchase of a large volume of transit passes at one time by a group or organization.

“Charter Service” is transportation provided by the Authority at the request of a third party for the exclusive use of a bus or van for a negotiated price.

“Complimentary Passes” are free passes granting access to the Authority’s transportation services.

“Complimentary Service” is free transportation service provided by the Authority for which no fares or operation costs are collected.

“Sponsored Fare” means transportation fares paid for in part or in full by a third party for service that is not Charter Service.

“Sponsored Service” means transportation service paid in part or in full by a third party for service that is not Charter Service.

“Disparate Impact” refers to a racially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient’s policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin (*Reference: FTA Circular 4702.1B(1)(5)(f)*).

“Fare Change Proposal” means a proposal along with supporting information prepared for presentation to the UTA Board of Trustees advocating a change in the Fare Rates.

“Fare System” means combined elements of pricing, policy, and payment to create a methodology for the equitable establishment of fares for use of UTA transit assets including buses, TRAX, and FrontRunner by individuals and groups.

“Fare Rate” means the framework of pricing which takes into account the needs and circumstances of various individuals and groups in compliance with federal regulations.

“Farebox Recovery Ratio” means the amount recovered in fares as compared to the actual operating cost of the transit asset.

“*FTA Regulations*” means 49 CFR 600-699 and implementing FTA circulars.

“*Partners*” means an organization or entity which has entered into an agreement with UTA to promote the use of public transit through provision of discounted or group fares.

“*Pass Programs*” means one of a variety of programs whereby an organization enters into an agreement with UTA to purchase and provide passes to its employees or members at a negotiated discount price.

“*Pilot Programs*” means a program designed to test a new or alternative fare media, program, concept or idea in order to determine whether it achieves the desired objectives and should be implemented on a more long-term basis.

“*Promotional Fares*” means a temporary fare established in order to incentivize riders, increase awareness of transit services, and encourage ridership.

“*Title VI Analysis*” means a detailed study to determine whether a proposed fare structure may inadvertently cause a disparate impact to members of a group identified by race, color, or national origin.

3) Policy.

A. Fare System

1. The Executive Director will establish and maintain a Fare System which:
 - a. Generates revenue to cover a reasonable portion of the operating expenses
 - b. Establishes a Farebox Recovery Ratio and reports to the Board of Trustees per 3.A.2 below. Farebox Recovery Ratio data will be included and considered in the analysis supporting any fare adjustments outlined in Section 3.C.
 - c. Sets a target cost of collection as a percentage of revenue produced where costs are within industry norms and transparent
 - d. Uses data and analytics to inform decisions
 - e. Uses the following policy values as guiding principles for the fare system:
 - Simple and Easy – The fare structure is simple and easy for riders to understand
 - Convenient – Fare payment maximizes the convenience of paying fares
 - Seamless – Fare payment facilitates seamless travel between all transportation modes
 - Flexible – Anticipates and implements innovative, cost-effective technology
 - Equitable – Eliminates barriers that limit access to transportation for disadvantaged rider groups
 - Efficient – Focuses on improved operational efficiency
 - Sustainable – Supports long-term financial planning and sustainable transit services
2. The Fares Director will create fare-related reports and develop metrics to be reported to the Board of Trustees on a regular basis but no less than annually.
3. The Executive Director will develop and implement procedures which provide for the execution of this policy.

B. Fare Rates

1. The Executive Director will create and present to the Board of Trustees for approval Fare Rates that:
 - a. Are consistent with Board of Trustees policy No. 4.1
 - b. Will be organized around the base fare rate for a single trip
 - c. Sets ski and express bus as a premium rate
 - d. Bases all other fares as a ratio of the base fare rate with the exception of FrontRunner fares, which are distance based and calculated on the base fare rate plus an incremental cost for each station/stop travelled

Fare Product	Rate	Multiplier
Day	2 times	Base Rate
Regular Monthly	34 times	Base Rate
Premium Rate	2 times	Base Rate
Premium Monthly	34 times	Premium Rate

- e. Identifies groups that may ride free of charge
2. Creation of the fare rates will consider the following:
 - a. Discounts that:
 - Comply with FTA Regulations
 - Provide equity among rider groups with a limited ability to pay
 - Incentivize riders through Promotional Fares
 - Create pricing parameters for bulk purchases and Pass Programs
 - b. A time frame for which riders purchasing a single trip can travel on more than one mode of transit without incurring an additional fare cost.
 - c. An optional premium fare or surcharge to be charged in recognition of the following:
 - Cost to operate the service
 - Longer average trip lengths
 - Additional passenger amenities

C. Fare Adjustments

1. The Executive Director will analyze fare adjustments at least every two years which:
 - a. Support long-term financial planning
 - b. Are rational and explainable
 - c. Provide a steady and anticipated revenue stream
 - d. Take into consideration changes to the following values:
 - Inflation Rate
 - Subsidy per Rider
 - Farebox Recovery Ratio
 - Other relevant factors
2. The Executive Director will present proposed fare adjustments to the Board of Trustees for approval. Prior to proposing a fare adjustment, the Fares Director will prepare a Fare Change Proposal and include the following elements:

- a. Proposed fare adjustment
 - b. Updated pricing structure
 - c. Fare elasticity
 - d. Financial analysis of adjustments
 - e. Comparison of peer agencies and other transit mode pricing
 - f. Recommendation to the Board of Trustees
3. Prior to a fare adjustment taking effect, and as part of the Fare Change Proposal, the Authority staff will perform a Title VI analysis and formally solicit public input. The Executive Director will review the results and modify the proposed fare adjustment if necessary.

D. Complimentary Passes

1. The Fares Director will oversee the issuance of Complimentary Passes within the following parameters:
 - a. For small, short-term events, or for local travel needs based on the following criteria:
 - Individuals who are part of a transit industry group or who are traveling to/from a transit event
 - Travel to/from a UTA event or meeting on or off site
 - Transit collaboration opportunities with partners and stakeholders
 - b. For internal use by the Authority staff to support the following operating functions:
 - Customer Service – Gestures of good will and complaint resolution
 - Communications & Marketing – Promotions for marketing activities
 - Business Development & Sales – Promotions for Pass Programs
 - Special Services – Training and incentives
 - Operators – Riders that need assistance with their fare
2. The Executive Director will present to the Board of Trustees for approval Complimentary Passes provided for events in exchange for advertising value or other forms of recognition that promote goodwill toward the Authority.
3. The Executive Director will provide notice to the Board of Trustees for Complimentary Passes which exceed \$5,000 in value.

E. Special Pricing

1. The Executive Director may propose to the Board of Trustees for approval:
 - a. Pilot programs which allow the Authority staff to test new fare media, programs, concepts, or ideas
 - b. Fare promotions which incentivize riders and increase awareness of transit services in order to:
 - Incentivize individuals to take their first trip on transit
 - Encourage more frequent trips by existing riders
 - Attract riders to new or underutilized service
2. The Executive Director may propose to the Board of Trustees for approval requests for Charter Service, Sponsored Fare, Sponsored Service, and Complimentary Service.
3. The Executive Director will present Bulk Purchase Pricing to the Board of Trustees for approval. The Fares Director will administer bulk purchase contracts within the following parameters:

- a. Bulk fare is purchased in large quantities to accommodate groups.
 - b. Intended trips are date specific, fully or partially subsidized, and may be purchased for 100% of the group participants or for a select number of riders.
 - c. The Fares Director will cause procedures to be developed and implemented which provide for pricing and administration of bulk purchases.
 - d. Bulk Purchase Pricing will take into account factors such as mode of travel, quantity purchased, peak or off-peak, and time period.
4. The Executive Director will present Pass Programs to the Board of Trustees for approval. The Fares Director will create and administer Pass Programs within the following parameters:
- a. Pass Programs are offered to businesses, organizations, and institutions to accomplish the following:
 - Create and strengthen long-term relationships with entities desiring to support transit
 - Incentivize entities to contribute money to subsidize pass costs
 - Meet the needs of certain market segments and groups
 - Reduce traffic congestion and improve air quality
 - Leverage federal commuter benefit incentives to encourage transit use
 - b. Pass Programs fall into one of the following categories:
 - Standard programs for small and medium sized institutions
 - Custom programs for large institutions entering into high volume revenue contracts
 - Educational programs for schools that are not requiring out-of-pocket costs for their students
 - Low-income programs for human service agencies that are fully subsidizing the transit fare for their clients
 - c. Pass Programs meet the following requirements:
 - Contract will be established
 - Do not exceed five years in length
 - Partners administer the program
 - d. The Fares Director will cause procedures to be developed and implemented which provide for pricing and administration of Pass Programs.
5. The Executive Director will provide notice to the Board of Trustees for the following:
- a. The status of education pass negotiations with public colleges and universities
 - b. The status of negotiations for bulk pass purchases over \$200,000

F. Fare Administration

1. The Executive Director will oversee the administration of the Fare System based on the following parameters:
 - a. Riders will be required to:
 - Pay a fare either upon boarding, or before boarding
 - Retain proof of payment (valid fare media) throughout the duration of their trip when they pay before boarding
 - Pay with an alternate form of payment upon the request of the driver/operator
 - b. Fare collection equipment and payment options will be made available to riders required to pay a fare based on the following criteria:

- A cost-benefit analysis is performed prior to the purchase of fare collection equipment
 - Fare collection is easy to implement and administer
 - All rider groups have access to a fare payment option
 - Fare payment minimizes driver/operator role in handling fares
 - Fare payment leverages technology to simplify validation and support quick boarding
- c. Fare media provided to riders as proof-of-payment will be based on the following criteria:
- Easy to validate
 - Expedites and supports quick boarding
 - Minimal administrative burden
 - Leverages technology solutions
 - Allows for tracking inventory, usage, and sales
 - Minimizes propensity for fraud
 - Cost-effective
- d. Preferred fare media includes the following:
- Electronic smart cards
 - Mobile devices
 - Contactless bank cards
- e. Fare media may also include the following:
- Fare media issued for high-volume events to indicate fare payment or the ability to ride free.
 - Event tickets provided by the event sponsor to indicate the ability to ride free during the event.
- f. The Executive Director will present the adoption of new fare media and modifications to existing fare media to the Board of Trustees for approval.
- g. Fare validation and enforcement will be conducted to ensure fares are collected.
- h. Bus operators will:
- Validate fare payment prior to letting the customer ride
 - Refer riders with fare payment issues to customer service
- i. Transit police officers and fare enforcement agents will:
- Perform regular fare validation inspections on rail lines
 - Enforce UTA ordinances and regulations governing proof of fare payment
- j. The Fares Director will develop and implement procedures which establish refund criteria.

G. The Executive Director may delegate administration and operation of the fare system to the Fares Director.

4) Cross-References.

- UTA Board of Trustees Policy 4.1 Fares
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- FTA C 4702.1B Title VI Requirements and Guidelines for FTA Recipients

- 49 CFR 600-699
- Utah Code Ann. § 17B-2a-8 (Public Transit District Act)

This UTA Policy was reviewed by UTA’s Chief Officers on September 22nd, 2020, by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

Carolyn M. Gonot
Executive Director

Approved as to form:

DocuSigned by:
Mike Bell 10/15/2020
70E33A415BA44F6...

Counsel for the Authority

History

Date	Action	Owner
10/XX/2020	Rescinds – Corporate Policies 3.2.2 Fare Collection Policy; 3.2.2.1 Flow Chart; 3.2.3 Fuel Cost Response; 3.2.4 Distribution of Complimentary Passes	Fares Director
10/XX/2020	Adopted – UTA.02.03 Fares Policy	Fares Director



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Resolution R2020-10-02 Adopting the Fare Rates and Types of Fare Media of the Agency
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve R2020-10-02 Adopting the Fare Rates and Types of Fare Media of the Agency
BACKGROUND:	The Utah Public Transit District Act empowers the Board of Trustees to fix fare rates. Board Policy 4.1 – Fares, adopted by the Board of Trustees on July 7, 2019, empowers the Board to set base fares and approve new or modified fare media for transit services.
DISCUSSION:	<p>At the direction of the Board, staff have drafted a new UTA Fare Policy and prepared a fare change proposal for the Board’s consideration. On October 7, 2020 staff presented a summary of the new policy, proposed fare rates, and a Title VI analysis that included a public outreach report.</p> <p>At this meeting we will present Resolution R2020-10-02 for the Board’s approval of UTA’s new Fare Rate which is scheduled to go into effect on December 1, 2020. The resolution also approves the modification to fare media previously discussed in the fare change proposal and Title VI analysis.</p> <p>The board’s actions to adopt this resolution will rescind the previous fare rates adopted in resolution R2011-03-02 and the reduced fare agreements adopted in resolution R2018-06-07.</p>
ALTERNATIVES:	Not approve or amend the resolution.
FISCAL IMPACT:	<p>The estimated fiscal impact is calculated for the following fare changes based on the proposed fare rate schedule attached to this resolution:</p> <ul style="list-style-type: none">• \$1,147 Increase – Create a single fare for premium bus services• \$445,625 Increase – Change the discount structures• \$179,100 Loss – Apply a single base fare multiplier

	The elimination of certain fare products such as tokens would result in a decrease in fare revenue for the short term; however, the transition to existing products and the implementation of various programs such as the pilot being developed with human service organizations would likely result in no loss or minimal loss over time.
ATTACHMENTS:	1) Resolution 2020-10-02 Adopting the Fare Rates and Types of Fare Media of the Agency

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING THE FARE RATES AND TYPES OF FARE MEDIA OF THE
AGENCY**

R2020-10-02

October 21, 2020

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

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

WHEREAS, on July 7, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares (“the Policy”);

WHEREAS, the Policy also empowered the Board of the Authority to set base fares and approve new or modified fare media for transit services; and

WHEREAS, the Board of the Authority desires to set a new fare structure and establish the types of fare media for the Authority.

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

1. That the Fare Rates of the Authority are hereby adopted in substantially the same form as attached as Exhibit A.
2. That the types of accepted Fare Media of the Authority are hereby adopted in substantially the same form as attached as Exhibit B.
3. That the previous Public Fare Proposal, adopted by the Board of the Authority in Resolution R2011-03-02 is hereby rescinded.

4. That the Reduced Fare Agreements, previously adopted by the Board of the Authority in Resolution R2018-06-07 is hereby rescinded.
5. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff and counsel, that are necessary or appropriate to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 21st day of October 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel

Exhibit A

Utah Transit Authority Fare Rates
Effective December 1, 2020

Utah Transit Authority Fare Rates

Effective December 1, 2020

1) Base Fare and FrontRunner

Local Bus, TRAX, Streetcar

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
Day	\$5.00	None
Monthly	\$85.00	\$42.50

Express Bus, Ski

	Adult	Reduced Fare
One-way	\$5.00	\$2.50
Monthly	\$170.00	\$85.00

FrontRunner

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
<i>Additional Stops</i>	\$0.60	\$0.30
Roundtrip	\$5.00	\$2.50
<i>Additional Stops</i>	\$1.20	\$.60

2) Special pricing

	Adult
Route Deviation	\$1.25
Group Pass	\$15.00
Horizon Pass	\$42.50
Paratransit	\$4.00
Paratransit 10-Punch	\$40.00
Ride Van Plus	\$50.00 Monthly
FAREPAY Discount	20%

3) Free Fare

The following special groups may ride free of charge under these parameters:

- Free Fare Zone – Customers boarding/alighting in the free fare zone
- Children – 5 years and younger when accompanied by a fare paying adult
- Employees – Agency employees, retirees, and eligible dependents
- Personal Care Attendant – Must accompany a pre-qualified rider with a disability
- Paratransit Eligible – Individuals certified as ADA paratransit eligible
- Elementary Students – Must have a training safety course and travel with a school group
- Trainer/Trainees – Trainer with accompanying trainees learning to use the system
- Sworn Peace Officers – Either in or out of uniform and certified with proof of status

4) Reduced Fare

A 50% reduced fare discount will be offered based on the following parameters:

- Seniors: 65 years or older, must show reduced fare card or proof of eligibility and identity when riding
- Disabled: pre-qualified by UTA, must show reduced fare card
- Medicare: valid Medicare card, must show reduced fare card or proof of eligibility and identity when riding
- Youth: between the ages of 6 and 18 years old, must show reduced fare card or proof of eligibility and identity when riding

Exhibit B

Utah Transit Authority Fare Media

Utah Transit Authority Fare Media

Effective December 1, 2020

1) Approved Fare Media

- Transfer Slip
- Electronic Card
- Mobile Phone
- Paper Pass/Ticket
- Sticker
- Cash
- Event Ticket (or similar document) issued for UTA-authorized high volume events

2) Eliminated Fare Media

- Tokens
**Token sales will end November 31, 2020 and be accepted through August Change Day 2021*



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: October 21, 2020

SUBJECT: Resolution 2020-10-03 Authorizing Execution of Amendment 1 to Addendum 2, and Addendum 3 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2020-21 Frequent Transit Network Routes

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Approve Resolution 2020-10-03 authorizing execution of Amendment 1 to Addendum 2 and Addendum 3 to the *Salt Lake City Transit Master Plan Interlocal Agreement for 2020-21 Frequent Transit Network Routes*.

BACKGROUND:

On March 6, 2019, UTA entered into an Interlocal Cooperation Agreement (ILA) with Salt Lake City Corporation (the City) to allow the parties to partner in delivering additional transit service to the City.

On August 6, 2019, Addendum 2 to the ILA was approved by the UTA Board of Trustees, which allowed for the transfer of funding from the City to UTA for additional service on Routes 2, 9, and 21 for the term of August 2019 – July 2020. UTA began operating this additional service in August 2019, which resulted in a significant ridership increase, particularly on Route 9.

In spring of 2020, the coronavirus pandemic swept across the United States. UTA, like many other transit agencies in the nation, reduced its service to protect its operators from exposure, respond to significantly decreased ridership, and to protect the agency's financial stability. Service on the three routes sponsored by Salt Lake City were reduced to 56.44% of their former service levels. While the service on the three Salt Lake City sponsored routes has been reduced during the covid-19 pandemic, UTA restored the full service to these routes on the August 2020 Service Change Day.

DISCUSSION: It is the desire of both UTA and Salt Lake City to maintain a fair and collaborative working relationship and to continue to provide quality transit service. To this end, the Board is being asked to consider a resolution authorizing the Executive Director to execute:

- 1) **Amendment 1 to Addendum 2** – Reconciling the Addendum with the actual cost of the sponsored service from August 2019 - July 2020. This includes a “true-up” of both mileage and fuel costs.

The proposed amended cost of the sponsored service for August 2019 – July 2020 is \$3,738,383, which is a \$569,637 reduction over the original costs identified in Addendum 2. This is based on an adjusted 511,664 service miles for the months of August 2019 – March 2020, an adjusted 288,760 service miles for the months of April 2020 – July 2020 (for a total service reduction cost of \$462,233), and a fuel cost of \$1.59/gallon and vehicle fuel efficiency rate of 4.82 miles/gallon for the entire term of the contract (for a total fuel reduction cost of \$107,404).

- 2) **Addendum 3** – Extending the Salt Lake City sponsorship of Routes 2, 9, and 21 for another year (August 2020 to August 2021), and using the most current cost per mile data reported to the National Transit Database. The value of this contract is \$4,290,092. While simply extending the service sponsored by the City in Addendum 2, the value of this Addendum is less than the original Addendum 2 contract. This is because the weekday service on Route 2 met UTA’s baseline service standards, even when factoring in the reduction of service and ridership during the pandemic. The associated costs of that service (\$156,175 for 19,801 miles) will be borne by UTA this coming year as part of its baseline service.

During this first annual evaluation of true-ups, baseline service, and other factors described in the ILA, staff had an eye to potential future refinements to the agreement. This was anticipated in the initial negotiations, given the complexity of the agreement and relatively few precedents across the country. A variety of issues arose that will be considered, and the Board can anticipate reconfirmation or recommended changes to the agreement’s methodologies. For example, we will explore whether additional specificity is needed in how we calculate the annual escalator (inflation) rate, how we evaluate baseline service, and how we transfer responsibilities if and when the baseline thresholds are met.

CONTRACT SUMMARY:

Contractor Name: Salt Lake City	
Contract Number: 19-03003	Existing Contract Value: Addendum 2 – \$4,308,021
Base Contract Effective Dates: Addendum 2 – August 2019 - July 2020	Extended Contract Dates: Addendum 3 – August 2020 - July 2021
Amendment Amount: Amendment 1, Addendum 2 – (\$569,637)	New/Total Amount Contract Value: Addendum 2 – \$3,738,383

	Addendum 3 – \$4,290,092	Addendum 3 – \$4,290,092 TOTAL (2 and 3) – \$8,028,475
	Procurement Method: Not applicable	Funding Sources: Salt Lake City Sales Tax Revenue
ALTERNATIVES:	<p>UTA could choose to not extend the service sponsored by Salt Lake City, but would jeopardize an important relationship and the service levels on Routes 2, 9 and 21 would be reduced in proportion to the loss in revenue from the sponsorship.</p> <p>Similarly, UTA could chose to not reconcile the actual costs of the service for the previous year, but risks being in breach of contract with regard to the fuel costs. This would also risk UTA’s relationship with the City.</p>	
FISCAL IMPACT:	<p>If Amendment 1 to Addendum 2 is approved, UTA would issue Salt Lake City a credit of \$569,637 towards future service after year-end reconciliation of fuel, mileage, and actual vehicle leasing costs.</p> <p>If Amendment 3 is approved, UTA would receive \$4,290,092 in additional revenue from Salt Lake City.</p>	
ATTACHMENTS:	<p>1) Resolution R2020-10-03 including attachments:</p> <ul style="list-style-type: none"> • Amendment 1 to Addendum 2 • Addendum 3 	

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AMENDMENT 1 TO ADDENDUM 2 AND ADDENDUM 3
TO THE SALT LAKE CITY TRANSIT MASTER PLAN INTERLOCAL AGREEMENT FOR
2020-21 FREQUENT TRANSIT NETWORK ROUTES**

R2020-10-03

October 21, 2020

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

WHEREAS, Salt Lake City Corporation (the "City") has adopted a Transit Master Plan (the "Plan") that includes a series of transit improvements, including the expansion of the Authority's current service level within the City, including higher frequencies and expanded service hours; and

WHEREAS, the Board of Trustees ("Board") of the Authority is charged with creating and pursuing funding opportunities for transit capital and service initiatives in consultation with other public entities; and

WHEREAS, the City is willing to provide the Authority with the funding necessary to effect the execution of a portion of the transit improvements set forth in the Plan; and

WHEREAS, the Authority and the City previously negotiated and approved a Transit Master Plan Implementation Interlocal Cooperation Agreement (the "ILA") in UTA R2019-0202 and a related Addendum in UTA R2019-07-01 which set a framework pursuant to which the Authority and the City will plan, coordinate and fund the transit improvements called for under the Plan; and

WHEREAS, the City and the Authority wish to amend the previously executed and approved Addendum 2 ("Amendment 1 to Addendum 2), to reflect lower levels of service due to the current outbreak of the novel Coronavirus, reducing the amount provided to the Authority by the City by \$569,637; and

WHEREAS, the Authority and the City have now negotiated an amendment to Addendum 2, and a third funding addendum ("Addendum 3") which provides up to \$4,290,092 in additional funding allowing for UTA to provide enhanced frequent transit network service, starting in August of 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves Amendment 1 to Addendum 2 to the Interlocal Cooperation Agreement with Salt Lake City in substantially the same form as attached as Exhibit A.

2. That the Board hereby approves Addendum 3 to the Interlocal Cooperation Agreement with Salt Lake City in substantially the same form as attached as Exhibit B.
3. That the Executive Director is authorized to execute Amendment 1 to Addendum 2 in substantially the same forms as those attached at Exhibit A.
4. That the Executive Director is authorized to execute Addendum 3 in substantially the same forms as those attached at Exhibit B.
5. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Amendment 1 to Addendum 2 and Addendum 3.
6. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 21st day of October 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:
David Wilkins
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Legal Counsel

EXHIBIT A
(Amendment 1 to Addendum 2 of the Interlocal Cooperation Agreement)

**Amendment No. 1 to Addendum No. 2
To Salt Lake City Corporation and Utah Transit Authority
Transit Master Plan Interlocal Agreement**

This Amendment No. 1 (Amendment) to that certain Addendum No. 2 to the Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of September 2020, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”) and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party”.

Whereas on March 6, 2019 the Parties entered into an ILA for joint participation in planning and funding transportation improvements in and around the City; and

Whereas on August 6, 2019 the Parties entered into an Addendum No. 2 to the ILA which identified City-sponsored frequent transit network routes (“FTN Routes”) to be provided by UTA for a period of one-year from the August 2019 change date until the next succeeding August change day; and

Whereas Addendum No. 2 also provided, along with a description of FTN Routes, a description of baseline services and charges associated with those FTN Routes; and

Whereas the COVID-19 Pandemic has caused as significant disruption of the services required by the City and provided by UTA; and

Whereas the Parties desire to amend Addendum No. 2 to reflect those changes;

NOW THEREFORE THE PARTIES AGREE TO AMEND ADDENDUM NO. 2 AS FOLLOWS:

1. The description of FTN Routes set forth in Addendum 2 Attachment 1 are unchanged.
2. The frequency of the Baseline Services set forth in Addendum 2 Attachment 2 has been decreased due to diminished demand occasioned by COVID-19. Frequency will increased or decreased in UTA’s discretion according to demand.
3. The Funding for Transit Services described in Addendum 2 Attachment 3 shall be subject to the forgoing:
 - a. The City shall be provided with an annualized service discount of \$462,233 calculated as shown in this Amendment 1 Attachment A. The discount shall be reflected in monthly invoices beginning with the June 2020 invoice. Any remaining refund for overpayment owed to the City at the end of the service year (August 2020 change day) shall be carried over and reflected in billing discounts for the succeeding service year.

b. The City shall be provided with an annualized fuel charge refund of \$107,404 calculated as shown in this Amendment 1 Attachment B. The discount shall be reflected in monthly invoices beginning with the June 2020 invoice. Any remaining refund for overpayment owed to the City at the end of the service year (August 2020 change day) shall be carried over and reflected in billing discounts for the succeeding service year.

- 4. Any other provision of Addendum No. 2 not affected by paragraphs 2 or 3 above shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the Effective Date.

UTAH TRANSIT AUTHORITY
CORPORATION

SALT LAKE CITY

By: _____
Title:

By:
Title:

By: _____
Title:

AATF:
Salt Lake Attorney's Office

ATTEST AND COUNTERSIGN:
Salt Lake City Recorder's Office

AATF: _____
UTA Legal Counsel

By:
City Recorder

Addendum 2, Amendment 1**Attachment A****2019-2020 Sponsored Service: 200 South, 900 South, 2100 South****Service True-Up**

	Addendum 2	Annual mileage true-up	COVID-19 Reduction	Addendum 2, Amendment 1
Cost per mile	\$ 7.62	\$ 7.62	\$ 7.62	
Annual escalator	2.2%	2.2%	2.2%	
number years since NDT	2	2	2	
Administrative Discount	20%	20%	20%	
Miles	503,359	511,664	288,760	
Total mileage cost	\$ 3,204,975	\$ 3,257,852	\$ 1,838,584	
Paratransit rate	10%	10%	10%	
Total Paratransit Cost	\$ 320,497	\$ 325,785	\$ 183,858	
Number Vehicles	10	10	10	
Lease Cost	\$ 41,088	\$ 41,088	\$ 41,088	
Total Vehicle cost	\$ 410,885	410,885	410,885	
Total annual cost w/o fuel	\$ 3,936,357	\$ 3,994,521	\$ 2,433,327	
Total monthly cost w/o fuel	\$ 328,030	\$ 332,877	\$ 202,777	
8 months (August - March)		\$ 2,663,014.22		\$ 2,663,014
4 months (April - July)			\$ 811,109	\$ 811,109
Total Cost to City without Fuel				\$ 3,474,123
Original Annual Cost	\$ 3,936,357			
Reduced Annual Cost	\$ 3,474,123			
Discount Amount	\$ 462,233			

Addendum 2, Amendment 1**Attachment B****2019-2020 Sponsored Service: 200 South, 900 South, 2100 South****Fuel True-Up**

	Addendum 2	Annual Fuel true-up	COVID-19 Reduction	Addendum 2, Amendment 1
Cost per gallon	\$2.50	\$1.59	\$1.59	
Fuel efficiency (mpg)	5	4.82	4.82	
Miles	503,359	511,664	288,760	
Total Annual Cost	\$251,679.50	\$168,785.43	\$95,254.85	
Total Monthly Cost	\$20,973.29	\$14,065.45	\$7,937.90	
8 months (August-March)	\$167,786.33	\$112,523.62		\$112,523.62
4 months (April-July)			\$31,751.62	\$31,751.62
Total Cost to City				\$144,275.24
Original Annual Cost	\$ 251,680			
Reduced Annual Cost	\$ 144,275			
Discount Amount	\$ 107,404			

EXHIBIT B
(Addendum 3 of the Interlocal Cooperation Agreement)

**ADDENDUM NO. 3
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT
(2020-21 FTN Routes)**

This Addendum No. 3 (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of September, 2020, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On the 6th day of March, 2019, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified the City-sponsored frequent transit network routes for the 2020-21 (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2020 change day until the next succeeding August change day.

2. The description of those 2020-21 FTN Routes is set forth in Attachment 1.

3. The description of the 2020-21 Baseline Services is set forth in Attachment 2.

4. The calculation of the Annual Service Mile Charge for the City-sponsored 2020-21 FTN Routes is set forth in in Attachment 3.

5. The final routing and implementation of the FTN Routes shall be determined in accordance with all applicable laws, regulations and policies regarding transit service planning (including, without limitation, Title VI of the Civil Rights Act) and operational considerations shall be addressed in consultation with the City.

6. Invoicing for implementation of the FTN Routes will be according to Section 7 of the ILA.

7. UTA will maintain the span of service on the FTN routes during the term of this Addendum. Due to the current COVID-19 pandemic, however, UTA may change the frequency of the FTN Routes as necessary based upon official guidance from the CDC, the State of Utah, the Salt Lake County Health Department, and/or Salt Lake City emergency proclamations, as well as significant changes in ridership. If the frequency of service of the FTN Routes is reduced below the levels set forth in Attachment 1, UTA shall provide written notice to the City of UTA’s intention to reduce the frequency of the FTN Routes. If the City agrees with such reductions in service, then UTA will reduce the monthly invoice amounts (as calculated under Section 7 of the

ILA) immediately in proportion to the reduction in services until full service, including frequency and span, of the FTN Routes is restored. The City and UTA shall agree in writing on the levels of service reductions and the amount of the discount of the monthly invoices prior to any reduction of frequency of the FTN Routes.

8. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

9. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

10. Any capitalized terms that are not specifically defined in this Addendum shall have the meanings set forth in the ILA.

11. This Addendum will become effective upon Salt Lake City Council's adoption of a resolution authorizing the Mayor or her designee to enter into this Addendum; and appropriation of funding to meet the City's financial obligations under this Addendum (the "Effective Date").

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the Effective Date.

[Signature pages to Addendum No. 3 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

UTA Legal Counsel

[Signature pages to Addendum No. 3 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____
Senior City Attorney
Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____
City Recorder

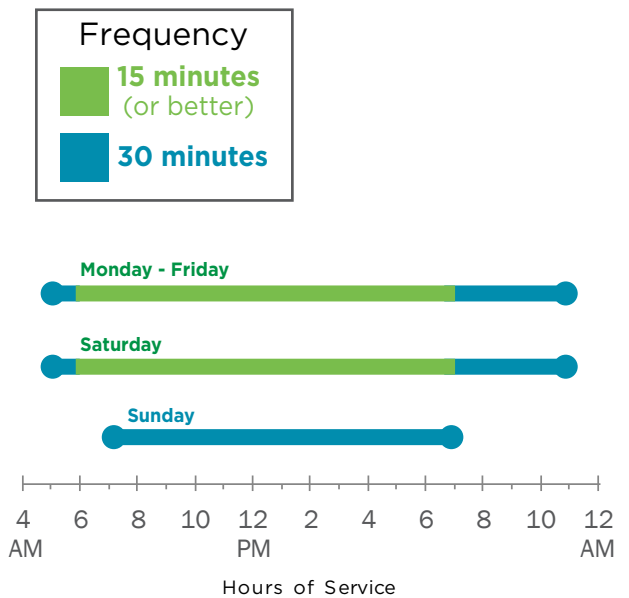
[Attach Salt Lake City Council Resolution Approving Addendum]

ATTACHMENT A
Description of the 2020-21 FTN Routes
For This Addendum No. 3

SALT LAKE CITY'S Frequent Transit Network

The Transit Master Plan provides a vision for an expanded Frequent Transit Network (FTN); it is a long-term, 20-year vision that identifies the corridors where high-frequency service should be provided in Salt Lake City. Building off the existing grid network, the FTN is a set of designated transit corridors that offers frequent and reliable service connecting major destinations and neighborhood centers seven days a week throughout the day and evening. The lines on the FTN map (following page) do not represent individual routes, but are corridors where frequent service would be provided by a combination of bus or rail technologies. Defining an FTN vision allows Salt Lake City to work closely with Utah Transit Authority (UTA) to set priorities for service provision now and in the future.

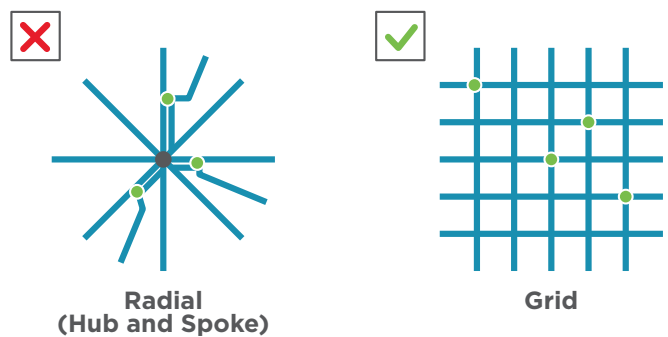
FTN Frequency and Span



Why a Grid Network?



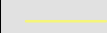
Salt Lake City's existing, centralized hub model is effective for regional connections but is inefficient for some local trips. Currently, many of UTA's routes terminate at Central Station, which provides good connectivity to commuter rail service, but creates challenges for people who need to travel to other destinations throughout the city, necessitating multiple transfers and/or indirect trips. The FTN builds on Salt Lake City's strong street network grid.

Radial vs. Grid Network

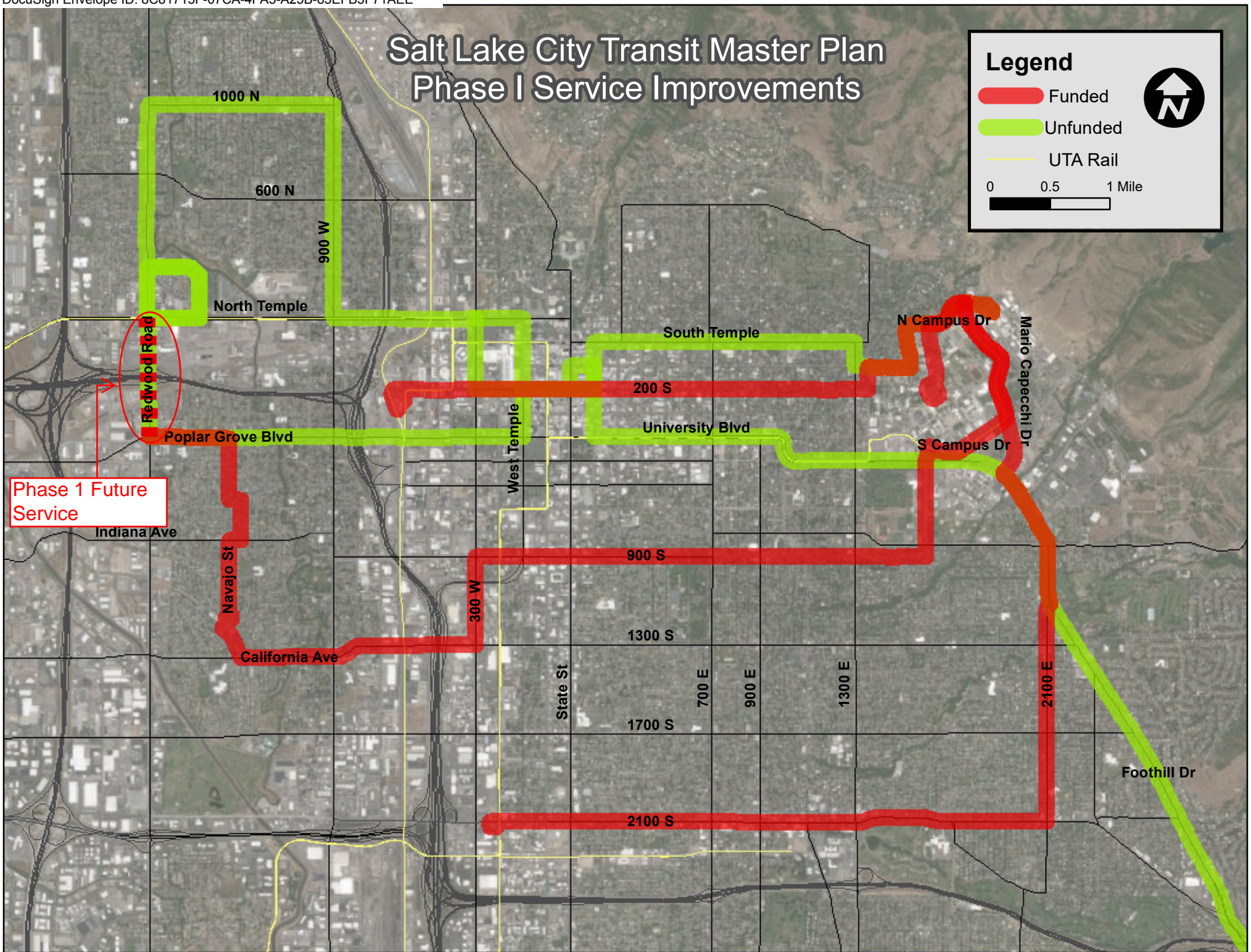



Salt Lake City Transit Master Plan Phase I Service Improvements

Legend

-  Funded
-  Unfunded
-  UTA Rail

0 0.5 1 Mile



ATTACHMENT B
2020-21 Baseline Services
For This Addendum No. 3

2020 Sponsored Service Baseline Calculation

Assessment of Sponsored Routes

Route	Meets Population Based TPI	Meets Weekday PPH	Meets Saturday PPH	Meets Sunday PPH	Baseline Service Adjustment
2	yes	yes	no	no	UTA to absorb weekday route 2 miles into baseline service
9	yes	no	no	no	Full city sponsorship still required
21	yes	no	no	no	Full city sponsorship still required

Weekday Miles

Route	April 2019	August 2019	Delta	*252 WKD
2	525.23	603.81	78.58	19,802.16

Baseline Service Cost Adjustment

\$ 4,446,268	original costs of sponsored service
\$ 4,290,092	new cost after baseline adjustment (-19,802.1 miles)
\$ 156,175	value of service being added to UTA baseline

ATTACHMENT C
Funding for 2020-21 Transit Service
For This Addendum No. 3

General Information

Urbanized Area Statistics - 2010 Census

Salt Lake City-West Valley City, UT
 278 **Square Miles**
 1,021,243 **Population**
 42 **Pop. Rank out of 498 UZAs**
Other UZAs Served
 77 Ogden-Layton, UT, 82 Provo-Orem, UT, 0 Utah Non-UZA

Service Consumption

358,146,681 **Annual Passenger Miles (PMT)**
 44,176,331 **Annual Unlinked Trips (UPT)**
 151,901 **Average Weekday Unlinked Trips**
 75,207 **Average Saturday Unlinked Trips**
 29,911 **Average Sunday Unlinked Trips**

Database Information

NTDID: 80001
 Reporter Type: Full Reporter

Service Area Statistics

737 **Square Miles**
 1,883,504 **Population**

Service Supplied

39,149,927 **Annual Vehicle Revenue Miles (VRM)**
 2,160,581 **Annual Vehicle Revenue Hours (VRH)**
 1,113 **Vehicles Operated in Maximum Service (VOMS)**
 1,388 **Vehicles Available for Maximum Service (VAMS)**

Modal Characteristics

Modal Overview	Vehicles Operated in Maximum Service		Uses of Capital Funds					Total
	Directly Operated	Purchased Transportation	Revenue Vehicles	Systems and Guideways	Facilities and Stations	Other		
	Commuter Bus	43	-	\$0	\$14,777	\$13,468	\$19,269	
Commuter Rail	50	-	\$0	\$9,023,656	\$84,673	\$99,256	\$9,207,585	
Demand Response	67	45	\$3,534,540	\$37,536	\$68,374	\$49,876	\$3,690,326	
Light Rail	92	-	\$0	\$12,002,130	\$626,659	\$163,734	\$12,792,523	
Bus	412	6	\$19,675,338	\$2,157,049	\$6,063,861	\$326,885	\$28,223,133	
Vanpool	398	-	\$1,149,248	\$85,204	\$30,099	\$113,214	\$1,377,765	
Total	1,062	51	\$24,359,126	\$23,320,352	\$6,887,134	\$772,234	\$55,338,846	

Operation Characteristics

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Fixed Guideway Directional Route Miles	Vehicles Available for Maximum Service	Vehicles Operated in Maximum Service	Percent Average Fleet Spare Vehicles Age in Years ^a	
											Spare Vehicles	Average Fleet Age in Years ^a
Commuter Bus	\$8,635,671	\$521,819	\$47,514	12,395,920	563,563	1,066,181	41,128	0.0	47	43	8.5%	12.6
Commuter Rail	\$43,421,951	\$7,375,985	\$9,207,585	129,673,508	5,082,168	5,429,232	164,930	174.5	69	50	27.5%	17.2
Demand Response	\$18,695,571	\$400,466	\$3,690,326	4,567,676	394,816	2,798,928	180,342	0.0	142	112	21.1%	4.3
Light Rail	\$71,414,293	\$18,089,935	\$12,792,523	89,112,550	17,899,716	6,655,535	362,257	93.9	114	92	19.3%	11.3
Bus	\$140,001,661	\$17,788,256	\$28,223,133	79,344,438	19,061,372	16,845,223	1,243,058	0.0	531	418	21.3%	7.9
Vanpool	\$18,784,904	\$3,946,125	\$1,377,765	43,052,589	1,174,696	6,354,828	168,866	0.0	485	398	17.9%	5.4
Total	\$300,954,051	\$48,122,586	\$55,338,846	358,146,681	44,176,331	39,149,927	2,160,581	268.4	1,388	1,113	19.8%	

Performance Measures

Mode	Service Efficiency		Service Effectiveness			
	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour	Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip	Unlinked Trips per Vehicle Revenue Mile	Unlinked Trips per Vehicle Revenue Hour
Commuter Bus	\$8.10	\$209.97	\$0.70	\$15.32	0.5	13.7
Commuter Rail	\$8.00	\$263.28	\$0.33	\$8.54	0.9	30.8
Demand Response	\$6.68	\$103.67	\$4.09	\$47.35	0.1	2.2
Light Rail	\$10.73	\$197.14	\$0.80	\$3.99	2.7	49.4
Bus	\$8.31	\$112.63	\$1.76	\$7.34	1.1	15.3
Vanpool	\$2.96	\$111.24	\$0.44	\$15.99	0.2	7.0
Total	\$7.69	\$139.29	\$0.84	\$6.81	1.1	20.4



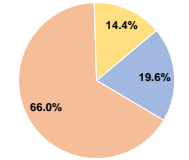
Notes:
^aDemand Response - Taxi (DT) and non-dedicated fleets do not report fleet age data.

Financial Information

Sources of Operating Funds Expended

Fares and Directly Generated	\$84,206,427	19.6%
Local Funds	\$283,418,933	66.0%
State Funds	\$0	0.0%
Federal Assistance	\$61,759,422	14.4%
Total Operating Funds Expended	\$429,384,782	100.0%

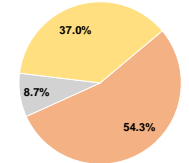
Operating Funding Sources



Sources of Capital Funds Expended

Fares and Directly Generated	\$0	0.0%
Local Funds	\$46,753,477	54.3%
State Funds	\$7,479,676	8.7%
Federal Assistance	\$31,806,236	37.0%
Total Capital Funds Expended	\$86,039,389	100.0%

Capital Funding Sources



Summary of Operating Expenses (OE)

Labor	\$210,617,778	70.0%
Materials and Supplies	\$49,475,245	16.4%
Purchased Transportation	\$4,725,168	1.6%
Other Operating Expenses	\$36,135,860	12.0%
Total Operating Expenses	\$300,954,051	100.0%
Reconciling OE Cash Expenditures	\$128,430,731	
Purchased Transportation (Reported Separately)	\$0	

**Utah Transit Authority
Operating Cost per Mile by Mode**

Sources:

2018 Federal Transit Administration's National Transit Database (NTD), *Agency Profile*, <https://www.transit.dot.gov/ntd/transit-agency-profiles>
2018 Utah Transit Authority Comprehensive Annual Financial Report (CAFR), <http://www.rideuta.com/About-UTA/UTA-Reports-and-Documents>

2018

	<u>2018 NTD</u>					<u>Cost Per Vehicle</u>			
	<u>Operating</u>	<u>Less Fuel Costs</u>	<u>Add Capital</u>			<u>Annual Vehicle</u>	<u>Revenue Mile</u>		
	<u>Expenses by</u>	<u>(Diesel, CNG</u>	<u>Maintenance</u>	<u>Debt Service</u>	<u>Depreciation</u>	<u>Revenue Miles</u>	<u>Without Fuel</u>		
	<u>Mode</u>	<u>and Gasoline)</u>			<u>Total Costs</u>		<u>excluding Vehicle</u>		
							<u>Depreciation</u>		
Bus Service	\$ 140,001,661	\$ (10,183,098)	\$ 5,973,050		\$ 17,144,993	\$ 152,936,606	16,845,223	\$ 8.06	Bus Service
Commuter Bus	\$ 8,635,671	\$ (635,588)	\$ 382,833			\$ 8,382,916	1,066,181	\$ 7.86	Commuter Bus
Commuter Rail	\$ 43,421,951	\$ (7,002,733)	\$ 1,287,135	\$ 45,500,194	\$ 28,412,725	\$ 111,619,272	5,429,232	\$ 15.33	Commuter Rail
Light Rail	\$ 71,414,293		\$ 11,146,472	\$ 45,500,194	\$ 28,412,725	\$ 156,473,684	6,655,535	\$ 19.24	Light Rail
Paratransit Service	\$ 18,695,571	\$ (1,367,502)	\$ 672,761		\$ 4,290,318	\$ 22,291,148	2,798,928	\$ 6.43	Paratransit Service
Other Service	\$ 18,784,904	\$ (963,770)	\$ 180,162		\$ 2,304,317	\$ 20,305,613	6,354,828	\$ 2.83	Other Service
NTD Totals	<u>\$ 300,954,051</u>	<u>\$ (20,152,691)</u>	<u>\$ 19,642,413</u>	<u>\$ 91,000,388</u>	<u>\$ 80,565,077</u>	<u>\$ 472,009,238</u>	<u>39,149,927</u>	<u>\$ 10.00</u>	
Fuel Costs						<u>\$ 20,152,691</u>			
NTD Plus Fuel						<u>\$ 492,161,929</u>			
CAFR plus \$38,654,.(capital maintenance)						<u>\$ 492,161,929</u>			
Difference						<u>\$ -</u>			

SPONSORED SERVICE PARATRANSIT COST - Addendum 3

41,128	Commuter Bus Vehicle Revenue Hours (2018 NTD)
362,257	Light Rail Vehicle Revenue Hours (2018 NTD)
1,243,058	Bus Vehicle Revenue Hours (2018 NTD)
1,646,443	Total Vehicle Revenue Hours for Bus, Commuter Bus, and LRT

180,342 Total Demand Response Vehicle Revenue Hours (2018 NTD)

11% Demand Response Percentage of Total Vehicle Revenue Hours for Bus, Commuter Bus, and Light Rail

Addendum 3**2020-2021 Sponsored Service: 200 South, 900 South, 2100 South****VARIABLE VALUES**

\$ 8.06	Most recent NTD Cost per Revenue Mile, Bus Service (1)
2.2%	Annual escalator rate (2)
2	Number of Years since NTD report
20%	Administrative Discount (3)
491,862	Sponsored Revenue Miles: 200 South, 900 South and 2100 South

11%	Sponsored Paratransit Service rate (4)
-----	--

\$ 2.00	Fuel Cost per Gallon (Service Year Budgeted Cost)
4.8	Fuel Efficiency, Miles per Gallon (adjust per vehicle type)

\$ 41,088	Sponsored Vehicle Lease Costs
10	Sponsored Vehicles

(1) NTD Cost per Revenue Mile has been adjusted to exclude fuel expense but does include approximately 2% for capital maintenance (e.g. engine replacement, etc).

(2) The annual escalator is a calculated average of the CPI-U over a twenty year period.

(3) UTA will discount the administrative charges in proportion to the scale of the service increase in revenue miles.

(4) Paratransit Service rate is equal to the percentage of the most recent NTD reported total demand response vehicle revenue hours as compared to total vehicle revenue hours for Bus, Commuter Bus and Light Rail.

SPONSORED SERVICE COST

\$ 8.06	Most recent NTD Cost Per Mile - Bus Service
\$ 8.42	NTD rate Adjusted to Service Year Costs
\$ 6.73	Discounted NTD Adjusted to Service Year Costs
491,862	Sponsored Revenue Miles
\$ 3,311,538.42	Total Mileage Cost, Without Fuel, Annual

\$ 362,727.08	Add Paratransit Service
\$ 3,674,265.50	Total Annual Operating Costs without fuel

\$ 2.00	Fuel Cost per Gallon
4.8	Bus Miles per Gallon
491,862	Sponsored Revenue Miles
\$ 204,942.43	Total Fuel Cost

\$ 41,088.45	Per Vehicle Principal + 4% Interest Rate, Annual
10	Vehicles needed for sponsored service
\$ 410,884.50	Total Annual Vehicle Cost for Sponsored Service

\$ 4,290,092.44	TOTAL
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\$ 4,446,267.79	original cost of sponsored service
\$ 4,290,092.44	new cost after baseline adjustment
\$ 156,175.35	value of service being added to UTA baseline



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Dan Harmuth, IT Director
PRESENTER(S): Dan Harmuth, IT Director
Tom Smith, IT Network Support Mgr

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Data Backup and Recovery System Replacement (Cache Valley Electric)
AGENDA ITEM TYPE:	Contract
RECOMMENDATION:	Approve award and authorize Executive Director to execute a purchase order and associated disbursements with Cache Valley Electric in the amount of \$349,811.41.
BACKGROUND:	<p>UTA staff has moved towards replacing the current, but soon to be end of life, data backup system. The current data backup and recovery system utilized by the IT Department is a six-year old solution from Dell/EMC which has insufficient data storage capacity to provide protection for current data volumes as prescribed by UTA policy for disaster recovery/business continuity. The estimated cost to expand the current system until the announced end of support (EOS) in 2022 is \$274,832. The system would then need to be replaced in 2022.</p> <p>UTA currently protects 112 terabytes (TBs) of data on 67 terabytes (TBs) of storage space at the UTA primary data center and a replica at the Disaster Recovery Data Center. In October 2019, IT had to change all daily retention periods from 2 weeks to 1 week. Primarily, this reduced capacity is due to:</p> <ul style="list-style-type: none">• Additional servers and virtual server infrastructure for new and existing business application solutions• Increasing data storage usage for those business solutions• Increasing data storage to support the required database encryption to protect specific business systems with sensitive data.• Increase of email and network stored data <p>The data backups include Email, Shared Network Drives, Personal Network Drives, JD Edwards ERP, Laserfiche record management system, over 700 databases, core infrastructure servers, among others.</p>
DISCUSSION:	The IT Network Support Manager has led an evaluation team for this project. This team used an extensive set of evaluation criteria to compare and rate several leading backup and recovery solutions available to be purchased on either a NASPO or State of Utah

	<p>procurement contract. After narrowing down the solutions down to a few, the team performed a proof-of-concept (POC) where each was installed and tested against UTA’s data and functional criteria. Based on the POC and evaluation, the team has selected the solution from Cohesity.</p> <p>Some of the functions in the selected Cohesity Data Back-up solution are:</p> <ol style="list-style-type: none"> 1. Decreased recovery time and recovery point objectives 2. Shorter backup and restore windows 3. Replication to the cloud 4. Antivirus 5. Automated protection against crypto/ransomware 6. Cloud options for storage and recovery storage <p>The solution is available from Cache Valley Electric (CVE) via NASPO State procurement contract AR233. The contract value is \$349,811.41 for three years.</p> <p>Depending on procurement, delivery and implementation time frames, the IT Department has set a goal to complete the implementation within six (6) months.</p>									
CONTRACT SUMMARY:	<p>Contractor Name: Cache Valley Electric</p> <table border="1" data-bbox="402 961 1563 1318"> <tr> <td data-bbox="402 961 1003 1045">Contract Number: 20-03287 & NASPO State Contract AR233</td> <td data-bbox="1003 961 1563 1045">Existing Contract Value:</td> </tr> <tr> <td data-bbox="402 1045 1003 1129">Base Contract Effective Dates: 10/22/2020 – 10/21/2023</td> <td data-bbox="1003 1045 1563 1129">Extended Contract Dates:</td> </tr> <tr> <td data-bbox="402 1129 1003 1203">Amendment Amount:</td> <td data-bbox="1003 1129 1563 1203">New/Total Amount Contract Value: \$349,811.41</td> </tr> <tr> <td data-bbox="402 1203 1003 1318">Procurement Method: State of Utah Cooperative Contract</td> <td data-bbox="1003 1203 1563 1318">Funding Sources: 2020 CAPEX, ICI201 (\$380,000)</td> </tr> </table>		Contract Number: 20-03287 & NASPO State Contract AR233	Existing Contract Value:	Base Contract Effective Dates: 10/22/2020 – 10/21/2023	Extended Contract Dates:	Amendment Amount:	New/Total Amount Contract Value: \$349,811.41	Procurement Method: State of Utah Cooperative Contract	Funding Sources: 2020 CAPEX, ICI201 (\$380,000)
Contract Number: 20-03287 & NASPO State Contract AR233	Existing Contract Value:									
Base Contract Effective Dates: 10/22/2020 – 10/21/2023	Extended Contract Dates:									
Amendment Amount:	New/Total Amount Contract Value: \$349,811.41									
Procurement Method: State of Utah Cooperative Contract	Funding Sources: 2020 CAPEX, ICI201 (\$380,000)									
ALTERNATIVES:	<ul style="list-style-type: none"> • Eliminate the practice of backing up critical systems and data. • Operate on un-support hardware and operating system 									
FISCAL IMPACT:	<p>The procurement will pay for all the software licensing and hardware including the first three (3) years of maintenance. The cost is included in the 2020 capital budget.</p>									
ATTACHMENTS:	<ul style="list-style-type: none"> • Purchase Order • Link to State Contract AR233 									



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Daniel Harmuth, IT Director
PRESENTER(S): Daniel Harmuth, IT Director; David Snyder, Enterprise Applications Manager

BOARD MEETING DATE: October 21, 2020

SUBJECT: Laserfiche Software Maintenance (Cities Digital, Inc.)

AGENDA ITEM TYPE: Expense Contract

RECOMMENDATION: Approve the sole source Laserfiche software maintenance contract and associated disbursements with Cities Digital, Inc. (D.B.A. "CDI") for 1 year with the option of 4 yearly renewals in the amount of \$313,233.70.

BACKGROUND: Laserfiche is the records management system (RMS), implemented in 2019, that UTA uses for document management, document approval/routing, and State of Utah mandated records retention. This contract is a software maintenance agreement which provides software support, fixes, security updates, and upgrades. The initial term is for 1 year with the option for four (4) 1-year extensions.

DISCUSSION: The Laserfiche RMS is an integral piece to the digital transformation that UTA has been working towards to replace paper documents, files, invoices, and manual workflows. The Laserfiche system is now integrated with many of the JD Edwards ERP system modules to include Procurement, Human Resources, and Accounts Payable. This now facilitates document approvals and final storage with electronic workflows and electronic approvals. Also, the Granicus Board Management system just purchased will be integrated to Laserfiche to automatically store all Board related documents.

When UTA executes the first year and all four (4) extensions, the contract has a total value of \$313,233.70. The yearly OPEX maintenance cost breakdowns as follows:

	Annual Cost
Year 1	\$ 58,999.00
Year 2	\$ 60,768.97
Year 3	\$ 62,592.04
Year 4	\$ 64,469.80
Year 5	\$ 66,403.89
Total 5 Year Value	\$ 313,233.70

CONTRACT SUMMARY:	Contractor Name: Cities Digital, Inc. (D.B.A. "CDI")	Contract Number: 20-03332
	Base Contract Effective Dates: First Year: 11/25/20 thru 11/24/21	Extended Contract Dates: Second Year: 11/25/21 thru 11/24/22 Third Year: 11/25/22 thru 11/24/23 Fourth Year: 11/25/23 thru 11/24/24 Fifth Year: 11/25/24 thru 11/24/25
	Existing Contract Value: N/A	Amendment Amount:
	Total Amount Contract Value: \$313,233.70	
	Procurement Method: Sole Source	Funding Sources: OPEX (5200.50353)
ALTERNATIVES:	Operate Laserfiche without any vendor software support or upgrades. (Not Recommended)	
FISCAL IMPACT:	These annual maintenance fees are already included in the Technology contract services 2021 budget (5200.50353), and the 5-Year TFP.	
ATTACHMENTS:	1) Contract 20-03332	



Software & Services Purchase Agreement

This agreement is made and entered into on,

by and between:

Cities Digital, Inc. (D.B.A. "CDI")
2000 O'Neil Road
Suite 150
Hudson, WI 54016
herein referred to as "Seller";

And

Buyer: Utah Transit Authority
Buyer Address 1: 669 West 200 South
Buyer Address 2:
City, State, Zip: Salt Lake City, UT 84101
herein referred to as "Buyer."

WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase: Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades set forth in Exhibit "A".

2. License Agreement: It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove, are being sold subject to the restrictions, duties and obligations of Seller pursuant to License Agreements referenced in "Exhibit C." Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of such License Agreements, and further agrees to fully indemnify, protect, and hold Seller harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Seller) resulting from any violation by Buyer under the terms thereof.

3. Term of Agreement: The term of this Agreement shall be for 1 year from the date first written above and may be renewed for up to five (4) additional 1 year terms.

4. Purchase Price, Payments & Renewals: The purchase price for the software products and services being purchased by Buyer from Seller are set forth in the quotation in Exhibit "A" and shall be due and payable from Buyer to Seller as follows:

- a. In consideration of the initial purchase of products and/or services, the Buyer shall pay Seller commensurate with payment schedule below. Initial invoices for software and services are due upon receipt. Future invoices will be paid within thirty (30) days of invoice date. Invoices not paid within thirty (30) days of invoice may be subject to a one and ½ percent (1.5%) monthly interest charge (eighteen percent (18%) per year).
- b. It is acknowledged that certain items set forth in "Exhibit A" if necessary are based on Seller's estimates, including fees from the "Fee Sheet" included in "Exhibit B." The sums payable by Buyer for maintenance and upgrades as described in "Exhibit A" are in addition to being payable as set forth above, payable annually on the anniversary of the purchase date. Such sums may be subject to a price increase after payment for the initial year, provided that, the price shall only be increased by Seller in the event that Seller's costs therefore are increased by CompuLink Management Center, Inc. or its successor in interest. Buyer shall have no legal obligation to continue paying for the maintenance (software updates) and technical support provided Buyer does not see value in said service.
- c. It is agreed that the estimates for those items set forth in "Exhibit A" will not be exceeded by Seller without prior written approval by Buyer. In the event that the estimates are exceeded with approval of Buyer, then Buyer shall pay the difference with the payment set forth in "Exhibit A" hereinabove. It is agreed that Seller may need to adjust billable rates periodically, as well as mileage and per-diem charges, as part of this Purchase Agreement. This change will happen not more frequently than once per year. The Buyer will be notified of this change at least 30 days in advance of this change.

Payment Schedule

Payment Date	Description / Percentage	Payment Amount
Upon Receipt of Licenses	Software and Maintenance & Services in Exhibit A	\$58,999.00
Escalation	The Payment amount will be increased yearly by 3% to allow for escalation.	

5. Limitation: It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

6. Independent Contractor: It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer or be entitled to any compensation from Buyer except as specifically set forth in this agreement.

7. Confidentiality: Seller shall keep confidential all non-public aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law, Seller shall not disclose any non-public information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.

8. Sharing Information: Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this contract; any communications with news media representatives regarding this contract shall be exclusively through the Buyer.

9. Commitment and Completion: It is agreed that Seller shall commence work within 14 days of receipt by Seller from Buyer of a written authorization to proceed and shall be completed pursuant to Exhibit "A." Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

10. Insurance: Seller shall maintain occurrence for commercial general liability and automobile liability insurance which shall include personal injury, bodily injury, including death, and broad form property damage including loss of use of property, occurring in the course of or in any way related to Seller's operations, in an amount not less than \$2,000,000 combined single limits per occurrence; Seller shall maintain Workers' Compensation and Employer's liability for all consultants' employees who are subject to Worker's Compensation statute either as a carrier-insured employer or as a self-insured employer. Seller shall maintain cyber breach, professional errors and omissions liability insurance for the protection of the Seller and its employees and subcontractors, insuring against losses arising out of or resulting from breach, their professional acts, omissions, activities or services, in an amount not less than \$2,000,000 per claim. At the request of Buyer, Seller shall furnish the Buyer with certificates evidencing the date, amount, and type of insurance required by this contract.

11. Warranty and Limitations: Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation and operation of Laserfiche software program with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through CompuLink Management Center, Inc., Seller gives no other warranties, express or implied. In the event the software is unable to perform as warranted by Seller within 30 days of completion of installation, Buyer shall be entitled to a full refund of the purchase price. It is specifically acknowledged and agreed that Seller's warranty is limited and shall not apply to performance by the Seller under this agreement of specifications other than those specifically warranted above, such exclusions to include, but are not limited to: 1) the integration of the system to be installed by Seller with existing software of Buyer; and 2) the importation of documents into the system, due to the fact Seller currently has insufficient knowledge of the documentation. In addition, said warranties shall not apply: a) To the extent of any problems encountered with the integration of external databases with the software installation; b) To the extent of any problems encountered as a result of the failure of the Buyer to install and configure the hardware necessary to operate the software in accordance with the hardware specifications previously provided by the Seller; or c) To the extent of any problems encountered as a result of the failure of the Buyer's computing equipment, servers, networks or operating systems.

12. Limitation and Damages: BUYER AGREES THAT SELLER'S TOTAL AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED FEES PAID TO SELLER BY BUYER FOR THE PRODUCTS AND/OR SERVICES INVOLVED. The Seller will endeavor to provide high quality services and a high-quality product. However, the Seller is not, and will not be responsible for any consequential or incidental damages resulting from any interruptions of service, or data loss (including lost transactions). With the exception of Buyer subscribing to Server Hosting, day-to-day data backup is the Buyer's

responsibility and Seller is not and cannot be liable for data loss due to poor or nonexistent or insufficient backup or any other issues associated and/or caused by Buyer's day-to-day server data backup.

13. Attorney's Fees: In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

14. Governing Law: This agreement shall be governed and construed under the laws of Salt Lake County, Utah.

15. Severability: If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

16. Complete Agreement: This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.

17. Paperless Billing: By selecting "Accepted" below Buyer signifies preference for paperless billing and will receive a digital copy of invoices emailed to a designated email address for processing.

ACCEPTED DECLINED Email Address:

Seller: Cities Digital, Inc.
Name: Patrick Welsch
Title: President
Date:

By: _____

Buyer: Utah Transit Authority
Name: Carolyn M. Gonot
Title: Exexutive Director
Date:

By: _____

Name: Daniel Harmuth
Title: IT Director
By: _____

Name: Tim Merrill
Title: Utah Attorney General
By: _____



EXHIBIT A: Quotation

Item	Description	Qty	Cost	Total
	LASERFICHE ANNUAL SUPPORT AND UPDATES			
	Renewal for 11/25/20 thru 11/24/21			
ENF01B	Laserfiche Rio Named Full Users with Forms Essentials - 100-199 Annual Support	130	140.00	18,200.00T
ERMB	Laserfiche Rio Records Management Annual Maintenance - 10% of License Cost	130	14.00	1,820.00T
EFRMB	Laserfiche Rio Forms Professional Annual Maintenance	130	14.00	1,820.00T
ECNCB	Laserfiche RIO Connector Annual Maintenance (5% add-on)	130	7.00	910.00T
TKB	Laserfiche Rio Toolkit Annual Maintenance	1	750.00	750.00T
QC1B	Laserfiche Rio Quick Fields Core - Includes Quick Fields, Quick Fields Scripting Kit and Validation Packages for Bar Code, Real-Time Lookup, and Zone OCR Annual Maintenance	5	1,000.00	5,000.00T
IAB	Laserfiche Rio Import Agent Annual Maintenance	1	300.00	300.00T
EAFRM02B	Laserfiche Forms Authenticated Participants 200-499 Users Annual Maintenance	600	20.00	12,000.00T
EPLS2B	Laserfiche Rio Public Portal for 2 Laserfiche Servers (Unlimited concurrent read-only users) Annual Maintenance	1	10,000.00	10,000.00T
QFAB	Laserfiche Rio Quick Fields Agent Annual Maintenance	1	2,000.00	2,000.00T
CD2150S	Cities Digital Workflow Activities Annual Maintenance (Add PDF Fields, Add to Zip File, Create Zip File, FTP File Download/Upload, Merge Word Documents, Download Document Pages, Save Downloaded File, & Export Documents)	1	200.00	200.00T
CD2155S	Cities Digital ArcGIS Integration with Laserfiche Annual Maintenance	1	1,000.00	1,000.00T
Item	Description	Qty	Cost	Total
CD7022S	Cities Digital DocuSign Integration with Workflow Activities (Create, Update, Retrieve, Search, and Delete Entities) Annual Maintenance	1	400.00	400.00T
EPFRMB	Laserfiche Rio Forms Portal Add-on Annual Maintenance	1	1,599.00	1,599.00T
QCXB	Laserfiche Rio Quick Fields Complete Annual Maintenance	1	3,000.00	3,000.00T
	CURRENT MAINTENANCE EXPIRES: 11/25/20			

Subtotal	\$58,999.00
Sales Tax (0.0%)	\$0.00
Total	\$58,999.00

Exhibit B: Rates

Services not included in base LSAP costs, Rates Sheet:

Technical services, design, configuration	Per hour	\$175
Project management (per hour)	Per hour	\$175
Development, integration and conversion (per hour)	Per hour	\$250
Cancelled Meeting within 24 Hours (1/2 hour/person)	Per hour	\$87-\$125
Off-hours work, outside normal business hours excluding holidays (per hour)	Per hour	\$250
Encrypted drive shipment – Export/Import (per request)	Per export/import	\$500
Managed Services including configuration of domains, IP addresses, certificates, firewall or SQL	Per hour	\$250
Mileage reimbursement	Per mile	\$575
Per diem minimum when providing onsite service (per Utah requirements)	Per day	\$127

Exhibit C: End User License Agreements

EXHIBIT C: End User License Agreement or "EULA"

The **Laserfiche End User License Agreement** is available for reference in entirety on our website at cdi.support/eula



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
Kyle Stockley, Veh Overhaul & Bus Support Manager

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Light Rail Seat Replacement (United Safety & Survivability Corporation)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve contract and authorize Executive Director to execute contract and associated disbursements with United Safety & Survivability Corporation (USSC) to replace seats on 117 light rail vehicles in the amount of \$3,993,829.
BACKGROUND:	The light rail vehicle fleet has fabric covered foam cushion seats. The current seats soil easily and require extensive cleaning. The thick foam acts as a sponge when moisture is introduced and requires deep cleaning to properly sanitize seats. To enhance the interior cleanliness of the light rail vehicle fleet, the new seats will be vinyl with a lightly padded molded composite construction.
DISCUSSION:	<p>UTA Staff is requesting approval of contract with USSC to replace seats on 117 light rail vehicles in the amount of \$3,993,829. The new seats will be the same arrangement of the current seating configuration. The entire seat will be replaced including the frame, seat bottom/back, grab handles and mounting hardware. All seats will meet 49 CFR, Parts 37 and 38 which ensure ADA compliance. Also, the flip up seats in the priority seating area will now have gas struts which will assist the passengers when flipping the seat up or down.</p> <p>The construction of each seat has been engineered to meet a longitudinal force of 1330 newton and downward force of 1780 newton. The mounting and securement of the seats will be engineered to withstand the longitudinal force of 5g.</p> <p>There is a change in color with the new seats. The priority seating area will be grey with a wheelchair logo inlayed into the vinyl to help our customers identify priority seating. The rest of the vehicle will be blue to match our current branding scheme.</p> <p>Installation of the first two car sets of each vehicle type will be performed by the vendor to ensure UTA employees are properly trained. The remaining seats will be installed by UTA staff.</p>

	This was a best value RFP. UTA received three proposals and two were deemed non-responsive.	
CONTRACT SUMMARY:	Contractor Name: United Safety & Survivability Corporation	Contract Number: 20-03282
	Base Contract Effective Dates: October 28, 2020-December 31, 2022	Extended Contract Dates: N/A
	Existing Contract Value: \$0	Amendment Amount: \$0
	New/Total Amount Contract Value: \$3,993,829.00	
	Procurement Method: RFP	Funding Sources: Local with Federal Clauses
ALTERNATIVES:	Continue to operate with foam and fabric seats	
FISCAL IMPACT:	The project is approved in the Capital Budget	
ATTACHMENTS:	1) Contract	



GOODS AND SERVICES SUPPLY AGREEMENT

SD100/SD160/S70 LRV Seating Replacement

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and UNITED SAFETY & SURVIVABILITY CORPORATION, a Delaware corporation (the “Contractor”).

RECITALS

WHEREAS, on June 12, 2020, UTA received competitive proposals to provide new, modern, seating system to be retrofitted to the SD100, SD160 and S70 light rail fleets.

and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 20-03282 (the “RFP”); and

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

WHEREAS, the proposal dated June 12, 2020 submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

2. TERM

A. This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in

accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than December 31, 2022. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. COMPENSATION AND FEES

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

4. INCORPORATED DOCUMENTS

- A. The following documents hereinafter listed below 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 UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
 - 3 Contractor's Proposal including, without limitation, all applicable federal clauses and certifications as designated in the RFP and Appendix I to this contract;
- B. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. ORDER OF PRECEDENCE

- A. The Order of Precedence for this contract is as follows:
 - 1 UTA Contract including all terms and conditions and attachments
 - 2 UTA Solicitation Terms
 - 3 Contractor's Bid or Proposal including proposed terms or conditions
- B. Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. LAWS AND REGULATIONS

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

7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

- A. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications

include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

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

8. INVOICING PROCEDURES

- A. Contractor shall 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 Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor'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 Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. WARRANTY OF GOODS AND SERVICES

- A. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

- B. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- C. The contractor shall provide a warranty to repair or replace defective seats for a period of 2 years from date of installation by UTA. The warranty shall be tracked by serial number on a per unit basis. For the defects identified during warranty period, the Contractor shall submit the scope of corrective work to UTA for review and approval. The maximum time allowed to carry out such work shall not exceed 10 working days after the Contractor receives the failed unit(s).
- D. When an identical failure of a particular component or, subsystem, product, part, apparatus, article, or other Material occurs within the applicable warranty period on 10% or more of the components furnished by the Contractor, then 100% of such item, including those with expired warranty, will be deemed to require an approved redesign, replacement, or adjustment under this warranty.
- E. Such warranty actions will be termed a “fleet defect” and will be cured only by a field modification instruction (FMI) approved by UTA. The FMI must be organized to maximize configuration control, quality, safety, and speed of completion. The FMI program must also ensure that sufficient industrial engineering and Materials planning is available for each and every FMI to minimize downtime of the vehicles. The component or, subsystem, product, part, apparatus, article, or other Material affected by the FMI must have their warranty extended by one year from the date of completion of the FMI Work, or until the expiration of the previously effective warranty period, whichever is longer.
- E. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor’s expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- F. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Goods will do what the salesperson said it would do, (2) the Goods will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor’s skill or judgment to consider when it advised UTA about the Goods, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. GENERAL INDEMNIFICATION

- A. 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 Indemnatee, 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. UTA shall have a reciprocal indemnity obligation for damages or injury proximately caused by UTA employees. However, UTA’s obligation is subject to the Utah Governmental Immunity Act (UCA 63G-7-101 *et seq.*)

11. INSURANCE REQUIREMENTS

- A. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), 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.

1 Commercial General Liability – Occurrence Form - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

3 Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

Policy shall contain a waiver of subrogation against UTA.

- D. The policies shall include, or be endorsed to include, the following provisions:
 - 1 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 Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for the Contract; for its own protection and the protection of UTA.
 - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- E. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an “A.M. Best” rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- F. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- G. Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- H. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this 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 this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

12. OTHER INDEMNITIES

- A. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- B. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- C. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
- D. UTA shall have a reciprocal indemnity obligation for damages or injury proximately caused by UTA employees. However, UTA's obligation is subject to the Utah Governmental Immunity Act (UCA 63G-7-101 *et seq.*)

13. INDEPENDENT CONTRACTOR

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

14. STANDARD OF CARE.

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

applicable, professional standards of care).

15. 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

16. CONTRACTOR SAFETY COMPLIANCE

- A. UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

17. ASSIGNMENT OF CONTRACT

- A. Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

18. ENVIRONMENTAL RESPONSIBILITY

- A. UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

19. 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.

20. 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.

21. CHANGES

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

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

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

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

- D. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in

accordance with Article 20 of this Contract.

22. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

23. Findings Confidential

- A. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.
- B. It is hereby agreed that the following information is not considered to be confidential:
- 1 Information already in the public domain;
 - 2 Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
 - 3 Information developed by or in the custody of Contractor before entering into this Contract;
 - 4 Information developed by Contractor through its work with other clients; and
 - 5 Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

24. PUBLIC INFORMATION.

- A. 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.

25. PROJECT MANAGER

- A. UTA's Project Manager for the Contract is Kyle Stockley, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3048.

26. CONTRACT ADMINISTRATOR

- A. UTA's Contract Administrator for the Contract is Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-1925.

27. CONFLICT OF INTEREST

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

28. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority
 ATTN: Contracts Administrator
 669 West 200 South
 Salt Lake City, UT 84101
 C.Administrator@rideuta.com

If to Contractor:

United Safety & Survivability Corp.
 ATTN: Rick Klotz
 101 Gordon Avenue,
 Exton, PA 19341
 rrk@usscgroup.com

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

29. CLAIMS/DISPUTE RESOLUTION

- A. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- B. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- C. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- D. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority

Time Limit

UTA's Project Manager, Kyle Stockley/Contractors EVP & Senior Rail Consultant, Rick Klotz,	Five calendar days
UTA's Chief Operating Officer, Eddy Cumins/Contractor's EVP & CFO, Ray Melleady	Five calendar days
UTA's Executive Director, Carolyn Gonot/Contractor's President & CEO, Joe Mirabile	Five calendar days

- E. Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.
- F. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

30. GOVERNING LAW

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

31. COSTS AND ATTORNEY FEES.

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

32. SEVERABILITY

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

33. AMENDMENTS

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

34. FORCE MAJEURE

- A. 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. Such termination shall be a termination for convenience executed under Section 20(a) above.

35. NO THIRD PARTY BENEFICIARIES

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

36. ENTIRE AGREEMENT

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

37. COUNTERPARTS

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

38. NONWAIVER

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

39. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

- A. Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. 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.

40. SALES TAX EXEMPT

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

41. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

UNITED SAFETY & SURVIVABILITY CORP

By _____ Date _____
Carolyn M. Gonot
Executive Director

By _____ Date _____
Rick Klotz
EVP & Senior Rail Consultant

By _____ Date _____
D. Eddy Cummins
Chief Operating Officer

By _____ Date _____
Joe Mirabile
President & CEO

Approved as to Form and Content

_____ Date: _____

Michael Bell
Assistant Attorney General
UTA Counsel

Reviewed & Recommended

Kyle Stockley
UTA Project Manager

Exhibit A

Scope of Work

1.01.01 General

- A The original seating arrangement, as shown in the Appendices attached to the RFP, shall be retained.
- B Seats must be pedestal type. A diagonal brace from the seat frame to the side wall may be permitted, subject to UTA review and approval.
- C Each seat shall be configured as a contoured thermoplastic module with lightly padded seat inserts and shall include grab handles, stanchion supports or seat back pans as required.

CDRL 1 – Sample Inserts

- D The seats shall be a design previously employed on rail transit vehicles.
- E Internal non-visible framing members may be of mild steel.
- F The grab handle shall be firmly attached to the seat frame.
- G The top member of seat frames shall be fitted with a stanchion socket on the aisle end where shown in the Appendices.
- H Each passenger seat module shall be constructed as an integral unit. Seat attachment shall permit easy replacement of the seat assembly.

1.01.02 Construction

- A The seating layout shall comply with accessibility requirements set forth in 49 CFR, Parts 37 and 38. These include and are not limited to providing two wheelchair areas in each car half, each at least 48 inches by 30 inches (1219mm x 762mm) at each end of the vehicle to accommodate a wheelchair or mobility device.
- B Seat assemblies and components of the same style seat shall be interchangeable.
- C Inserts for the seat and back shall be interchangeable between all seat styles.
- D Minimum total seat depth measured from the seat's forward edge to the forward surface of the seat back shall be 16 in (406 mm); minimum seat spacing shall be 29 in (737 mm). The minimum seat module width shall be 17 in (432 mm) with an overall two-passenger seat minimum width of 36 in (914 mm). The 36 in (914 mm) may be accomplished through a spacer placed between the individual seats.
- E Narrow 2-passenger seats on the SD100 vehicles shall be a minimum of 34 in (864 mm) in overall width. Narrow seats may be replaced by 36 in (914 mm) wide seats provided aisle widths meeting ADA requirements are retained.
- F Single seats shall have a minimum clear space between obstructions (walls, partitions, etc) of 21 inches.
- G The seat design and installation shall withstand a longitudinal force (acting in either direction from front of seat to back, and back of seat to front, and equally distributed

along the grab handle) of 300 lbf (1330 N) per sitting position (total 600 lbf (2670 N) for two-passenger seat).

- H The seat design and installation shall withstand a downward vertical load applied uniformly along the front edge of each sitting position of 400 lbf (1780 N) (total 800 lbs (3560 N) for two-passenger seat).
- I The transverse seat attachment to the floor, side structure, and seat boxes as appropriate for the design shall be constructed to resist the load resulting from two 95th percentile adult males being thrown against the seat with a longitudinal force of 5g. The loads shall be applied both from the back and front of the seat. The seats shall not tear loose from their attachments.
- J Gap between the seats and wall panels shall prevent the accumulation of debris and trash.
- K The seats shall be designed such that pinch points are prevented in the design.

1.01.03 Accessible Seat Construction

- A Seats which flip up to allow space for wheelchairs or flip down to allow use when space for a wheelchair is not needed shall be provided at the locations shown in the Appendices.
- B Design of the accessible seats shall be subject to UTA review and approval.

CDRL 2 – Accessible seat design

- C The accessible passenger seats shall be similar in shape and contour to the other styles of passenger seats.
- D Flip-up seats shall be a spring-loaded design. The spring force shall be designed to reduce the effect of the seat weight when the seat bottom is lifted.
 - i The force needed to lift the seat from the down portion shall be 5 lbf (22 N).
 - ii The flip-up seats shall be latched in the up position and remain in the down position unless lifted and latched.
- E Flip-down seats shall return the seat to the up position when not in use.
 - i The seat bottom shall be held firmly in place in the up position when not in use.
 - ii When returning to the up position, the seats shall slowly revert to the vertical position (by means of a gas strut, or similar device) to provide a clear space for wheelchairs.

1.01.04 Test and Validation Requirements

- A The Contractor shall demonstrate through a qualification test that all technical requirements included in this Specification, applicable standards and in the Contractor's own design are in compliance.
- B The Contractor shall perform qualification tests including prototype fit qualification on one each SD100, SD160 and S70. Testing will include each style of seat to demonstrate compliance with 1.01.02.

- i Qualification testing may be waived if the Contractor provides test reports for substantially identical seating. UTA will be the sole judge of the acceptability of such data.
- ii Only after the qualification test and prototype test fit will UTA take delivery of additional seats.

CDRL 3 – Qualification Tests

1.01.05 Installation

- A The Contractor shall develop and provide installation procedures for each type of seat.
 - i The installation procedures shall include materials and methods for the restoration of any flooring or wall modified during the original installation and exposed during the installation of the new seating.

CDRL 4 – Installation Procedures

- B The first two carsets for each vehicle type shall be installed and commissioned by the Contractor. The Contractor shall develop the procedures and train UTA technicians simultaneously with this installation work.
- C The following two carsets for each vehicle type shall be installed and commissioned by UTA technicians with oversight by the Contractor’s personnel.
- D The remaining units shall be installed and commissioned by UTA technicians with technical support from the Contractor as needed.
- E All the remaining equipment and materials for installation that are provided under this contract shall be delivered to UTA prior to the completion of the 5th carset for each vehicle type.

1.01.06 Documentation Requirements

- A The Contractor shall edit the existing SD100, SD160, and S70 Maintenance Manuals and Illustrated Parts Catalogs to detail.
- B The Contractor shall edit the existing SD100, SD160, and S70 running and heavy repair manuals as required to reflect any changes made to the vehicles as the result of this retrofit.
 - i Removal and replacement of affected pages shall be acceptable.
 - ii The revised manuals shall be submitted to UTA for review and approval.
 - iii A searchable and editable electronic version of the new material developed by the Contractor shall be provided to UTA.

CDRL 5 – Updated Maintenance Manuals

- C The Contractor shall edit the existing SD100, SD160 and S70 illustrated parts catalog as required to reflect any changes made to the vehicles as the result of this overhaul program. The draft of the revised catalog shall be submitted to UTA for review and approval.
 - i Removal and replacement of affected pages shall be acceptable.

- ii The revised catalog shall be submitted to UTA for review and approval.
- iii A searchable and editable electronic version of the new material developed by the Contractor shall be provided to UTA.

CDRL 6 – Illustrated Parts Catalogs

- D The Contractor shall supply General arrangement and assembly drawings.

CDRL 7 – Drawings

1.01.07 Training Requirements

- A The Contractor shall provide training for three classes of up to 15 UTA technicians and/or trainers at the UTA facilities. Training sessions shall have a duration of up to one day for each class (as required).
- B UTA technicians shall be exposed to the depth of detail that is necessary for the performance of installation and removal of the new seat assemblies as well as cleaning, preventive, corrective, and overhaul maintenance activities.
- C The Contractor shall submit a training program outline and training materials to be used for UTA review and approval.

CDRL 8 – Training Program

- D All training materials, such as training aids and lesson plans, shall become the property of UTA at the completion of the training program.
- E UTA reserves the right to videotape or record any and all training sessions.

1.02 Program Management

- A A Project Management Plan shall be prepared by the Contractor to demonstrate the capability and managerial approach to ensure that the new seats are well designed, well built, and delivered on schedule.

CDRL 9 – Project Management Plan

- i An organization chart shall be included that clearly identifies by name primary personnel assigned to this contract. The chart shall include the senior responsible executive, program manager, design engineers, manufacturing engineers, test engineers, material procurement managers, and quality assurance personnel.
- ii A monthly progress report shall be submitted no later than 10 days after the end of the reported month. Reports shall be based upon actual progress of the work, including any problems that have identified and material affecting the project schedule.

CDRL 10 – Monthly Progress Reports

- iii A project schedule, with all critical paths indicated, showing all major work tasks, all submittals, inspections, tests, and approvals required for this contract.

This schedule shall be updated at least every month and submitted with the monthly report.

- B Program Review Meetings shall be held as required to review progress, respond to open action items, discuss design problems and issues, to witness tests and discuss their results, and to review fabrication and assembly status.
- i A kick-off meeting shall be within 15 days after NTP at a time and location designated by UTA for the purpose of discussing with the Contractor all essential matters pertaining to the successful completion of this Contract.
 - a Key personnel of the team shall be introduced.
 - b The Contractor shall propose for joint review the document numbering and control procedures to be used.
 - c The Contractor shall confirm that it is familiar with UTA's maintenance environment and safety requirements.
 - d UTA shall make available to the Contractor all maintenance documentation and maintenance manuals delivered in the original contract.
 - ii A Preliminary Design Review meeting shall be held within 60 days of NTP at a time and location designated by UTA.
 - a The Contractor shall submit its approach to complying with all the major elements described in this specification.
 - b The Contractor shall prepare a conceptual proposal on the installation of the new seating including all components to be retained or replaced.
 - c The Contractor shall present a minimum of 3 color options (including "UTA blue") for the seats and their replaceable inserts.
 - d The Contractor shall provide samples of materials.
 - e The Contractor shall provide an installation outline including pedestal cutouts in flooring.
 - f A preliminary design review package shall be submitted to UTA a minimum of 14 days prior to the preliminary design review meeting.

CDRL 11 – Preliminary Design Review

- g UTA may, at its sole discretion, elect to combine the preliminary design review meeting with the kick-off meeting.
- iii A Final Design Review meeting shall be held prior to commencing production.
 - a The Contractor shall provide a final design review package that has been updated to reflect the final design features and functions a minimum of 14 days prior to the final design review meeting.
 - b All open issues, action items and clarifications resulting from previous correspondence and design review meetings must be satisfactorily addressed and accepted by UTA prior to the design review meeting.
 - c UTA may, at its sole discretion, elect to combine the final design review meeting with the qualification test and/or First Article Inspection (FAI) of the first production unit.

CDRL 12 – Final Design Review

1.03 Materials and Workmanship

- A The Contractor shall perform all work at their facilities in accordance with all Federal, State and Local regulatory requirements.
- B All materials shall meet the requirements of NFPA 130.
- C Standards for Material and Workmanship shall be as described in APTA-RT-LRT-GL-001-11, Guideline for Light Rail Vehicle Request for Proposals.

1.04 Quality Requirements

- A UTA shall have the right to inspect the Contractor’s facility and production of the seating components. UTA shall also have the right to witness any corrections or repairs performed on the seating components.
- B The Contractor shall prepare and submit a Quality Assurance plan for UTA review and approval.

CDRL 13 – Quality Assurance Plan

- C The Contractor shall notify UTA when work will be performed, and when the first carset assembly is ready and available for First Article of Inspection. Sufficient notice shall be provided to allow UTA to be present for the inspections.

CDRL 14 – First Article Inspection

1.05 Material

- A The Contractor shall provide the following materials;
 - i. Grey seat frame (RAL 9006)
 - ii. Blue inserts (RAL 5017) on the non-ADA seating
 - iii. Grey inserts (RAL 7024) inlayed with the white priority symbol on the ADA seats.
- B Quantities and descriptions (See Exhibit B)

1.06 Shipment

- A Unless otherwise advised by UTA, the Contractor shall deliver units to UTA’s Warehouse located at:
 - 2264 S 900 W,
 - South Salt Lake, UT 84119
- B Any damage incurred in shipping the units to UTA is the sole responsibility of the Contractor.

1.07 Schedule

- A The contractor shall provide a project schedule as detailed in Section 1.02.
- B UTA would like to expedite this project in response to the COVID-19 pandemic. It is requested the contractor provide an accelerated production and delivery schedule.

1.08 Contract Deliverable Requirements List (CDRL)

CDRL 1 – Sample Inserts..... 16
CDRL 2 – Accessible seat design..... 17
CDRL 3 – Qualification Tests 18
CDRL 4 – Installation Procedures 18
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CDRL 12 – Final Design Review 20
CDRL 13 – Quality Assurance Plan 21
CDRL 14 – First Article Inspection 21

Exhibit B

Price

Item	Description	Price
1.	23 x SD100 Vehicles (Padded Inserts)	\$851,667
2.	10 x SD160 Vehicles (Padded Inserts) (cars 1024 through 1033)	\$314,370
3.	7 x SD160 Vehicles (Padded Inserts) (cars 1034 through 1040)	\$230,486
4.	77 x S70 Vehicles (Padded Inserts)	\$2,444,288
5.	4 complete seats for each SD100 style specified (Padded Inserts).	\$45,059
6.	4 complete seats for each SD160 style specified (Padded Inserts).	\$38,175
7.	8 complete seats for each S70 style specified (Padded Inserts).	\$69,784

Total Contract Value \$3,993,829.00

The above prices include installation and training as outlined in the section 1.01.05 and 1.01.07.

Appendix I

FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Contractor agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **6.2 %**. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph** (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent**

with and accompanying sealed bid] [concurrent with and accompanying an initial proposal]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

[If no separate contract goal has been established, use the following] The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. Prompt Payment and Return of Retainage. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over \$10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner

of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor agrees to include these requirements in each subcontract or purchase order financed in whole or in part with federal assistance provided by the Authority.

BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by laws. No action or failure to act by The Authority or Authority's authorized representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CARGO PREFERENCE

The Contractor agrees. to: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's or Supplier's bill-of-lading.); and (c) include these requirements in all subcontracts and purchase orders issued pursuant to the Contract Documents when the subcontract may involve the transport of equipment, material or commodities by ocean vessel. (*A certification is to be submitted with each bid or offer exceeding \$500,000 if shipping is applicable.*)

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.

ADA ACCESS

The Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB

regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.



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

BOARD MEETING DATE: October 21, 2020

SUBJECT:	South Salt Lake County Microtransit Pilot Extension (River North Transit, LLC, "Via")
AGENDA ITEM TYPE:	Change Order
RECOMMENDATION:	Approve and authorize UTA Executive Director to execute Option Period 1 of the UTA-Via Master Services Agreement to extend the South Salt Lake County Microtransit Pilot (UTA on Demand by Via) from November 20, 2020 through the August 2021 change day.
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 geofenced service area in the cities of Bluffdale, Draper, Herriman, Riverton and sections of Sandy and South Jordan. Operating hours are Monday through Friday from 6 am to 9 pm. In addition, 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>
DISCUSSION:	<p>UTA experienced early success with the microtransit pilot meeting most goals and objectives though early March 2020 prior to the COVID-19 pandemic, including:</p> <ul style="list-style-type: none">• Providing flexible, first and last mile connections to TRAX and FrontRunner stations, plus local in-zone trips• Average 400 rides per day, peak ridership 505• 29% of all trips were shared trips• Average customer rating 4.8 out of 5• Reduced cost per rider compared to exiting flex route service in the region

	<p>Due to the COVID-19 pandemic, average weekday ridership fell by -62% in April compared to March. While ridership has steadily increased since April, most goals and objectives for the pilot were not met during the Q2 and Q3 performance period due to COVID-19. In the Q2 Microtransit Pilot Project Evaluation report, projections indicate that absent COVID-19, all microtransit goals and objectives would have been met. Given the impacts of COVID-19, UTA’s Innovative Mobility Solutions (IMS) team is recommending that the pilot be extended through the August 2021 change day so that the project team can continue to evaluate microtransit performance, goals, and objectives for long term sustainability.</p> <p>The UTA-Via Master Services contract allows the parties to extend the pilot for two additional options periods and staff is requesting approval to execute the first option period.</p>											
CONTRACT SUMMARY:	<table border="1"> <tr> <td colspan="2" data-bbox="402 737 1563 814">Contractor Name: River North Transit, LLC (Via)</td> </tr> <tr> <td data-bbox="402 814 1002 892">Contract Number: 19-03043</td> <td data-bbox="1002 814 1563 892">Existing Contract Value: Not-to-Exceed \$2,500,000</td> </tr> <tr> <td data-bbox="402 892 1002 1010">Base Contract Effective Dates: November 20, 2019 through November 19, 2020</td> <td data-bbox="1002 892 1563 1010">Extended Contract Dates: November 20, 2020 through August 2021 Change Day</td> </tr> <tr> <td data-bbox="402 1010 1002 1127">Amendment Amount: Not-to-Exceed \$2,257,500</td> <td data-bbox="1002 1010 1563 1127">New/Total Amount Contract Value: \$4,757,500</td> </tr> <tr> <td data-bbox="402 1127 1002 1247">Procurement Method: N/A</td> <td data-bbox="1002 1127 1563 1247">Funding Sources: 2021 Innovative Mobility Solutions budget</td> </tr> </table>		Contractor Name: River North Transit, LLC (Via)		Contract Number: 19-03043	Existing Contract Value: Not-to-Exceed \$2,500,000	Base Contract Effective Dates: November 20, 2019 through November 19, 2020	Extended Contract Dates: November 20, 2020 through August 2021 Change Day	Amendment Amount: Not-to-Exceed \$2,257,500	New/Total Amount Contract Value: \$4,757,500	Procurement Method: N/A	Funding Sources: 2021 Innovative Mobility Solutions budget
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Amendment Amount: Not-to-Exceed \$2,257,500	New/Total Amount Contract Value: \$4,757,500											
Procurement Method: N/A	Funding Sources: 2021 Innovative Mobility Solutions budget											
ALTERNATIVES:	<p>The South Salt Lake County Microtransit Pilot and Via contract currently has an end date of November 19, 2020. If approval is not received to execute Option Period 1 and extend the contract, the pilot will need to come to an end.</p>											
FISCAL IMPACT:	<p>Included as part of the 2021 Innovative Mobility Solutions proposed budget.</p>											
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Amendment No. 2 to the UTA-Via Master Services Agreement. UTA Contract No. 19-03043-6. 2) Original UTA-Via Contract 											

**AMENDMENT NO. 2
TO THE
UTA AND VIA MASTER SERVICES AGREEMENT**

**OPTION PERIOD NO. 1 EXERCISE
UTA CONTRACT NO. 19-03043-6**

DATE: OCTOBER 21, 2020

1. Purpose

This Amendment No. 2 exercises Option Period No. 1 under Section 5 of the Master Services Agreement.
(MSA) (UTA CONTRACT NO.19-03043), dated July 11, 2019.

2. Term

The period of performance under Option Period No. 1 shall commence on November 20, 2020 and extend until UTA change day in August 2021. Upon mutual consent of both parties, this contract may be extended beyond Option Period No. 1 for one additional option period as defined in the MSA.

3. Payment

Payment for Option Period No. 1 shall not exceed the amount described in Exhibit D of the MSA.

All terms and conditions contained in the MSA are also applicable to this Option Period No. 1. If a term contained in Amendment No. 2 is in conflict with the general terms of the MSA, the specific term in Amendment No. 2 shall take precedence. Any term or condition in the MSA including all addendums not affected by this Amendment No. 2 shall remain in full force and effect. This document contains confidential business information and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed in duplicate as of the date first herein written.

<p>VIA: <u>RIVER NORTH TRANSIT, LLC</u></p> <p>_____</p> <p style="text-align:center">AUTHORIZED SIGNATURE</p> <p>_____</p> <p style="text-align:center">ALEX LAVOIE MANAGER OF RIVER NORTH TRANSIT, LLC</p> <p>_____</p> <p style="text-align:center">DATE SIGNED:</p>	<p>CUSTOMER: <u>UTAH TRANSIT AUTHORITY</u></p> <p>_____</p> <p style="text-align:center">AUTHORIZED SIGNATURE</p> <p>_____</p> <p style="text-align:center">NICHOL BOURDEAUX CHIEF COMMUNICATIONS AND MARKETING OFFICER</p> <p>_____</p> <p style="text-align:center">DATE SIGNED:</p>
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	<hr/> <p>AUTHORIZED SIGNATURE</p>
	<p>CAROLYN GONOT EXECUTIVE DIRECTOR</p>
	<p>DATE SIGNED:</p>
	<p>APPROVED AS TO FORM AND CONTENT</p>
	<p>MICHAEL BELL ASSISTANT ATTORNEY GENERAL UTA COUNSEL</p>
	<p>DATE SIGNED:</p>



MASTER SERVICES AGREEMENT

VIA TRANSIT AS A SERVICE

This Master Services Agreement is entered into and made effective as of the ___ day of July, 2019 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and River North Transit, LLC, a Delaware limited liability company (hereinafter "Consultant" or "VIA"). This Master Services Agreement contains the terms and conditions which shall govern the overall transaction between the Parties but no actual effort and no expenditure of funds is authorized or obligated by this Agreement. Project Addendum will be issued to this Master Services Agreement which shall contain the specific statement(s) of work for particular project(s) as well as the specific payment terms within the overall not to exceed (NTE) amount as stated in this Agreement. Authorization to proceed shall be provided only with the specific Project Addendum(s).

RECITALS

- A. UTA desires to hire professional services for operation of a demand-responsive ride sharing service in a geographic area in the South Salt Lake County Region as described within UTA's RFP and Consultants Proposal.
- B. On May 1, 2019, UTA issued Request for Proposal Package Number 19-03043TP ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- 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 here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**ARTICLE 1.0
Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.

- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term "Consultant's Project Manager" shall mean the individual identified in the Scope of Services, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term "Consultant's Proposal" shall mean South Salt Lake County Microtransit Pilot Proposal dated as of May 31, 2019.
- 1.5 The term "Contract" shall mean this Master Services Agreement, together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents. It shall also include Project Addendums once definitized and executed by the Parties.
- 1.6 The term "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term "General Scope of Services" shall mean the broad description of overall services described in Exhibit A & B.
- 1.8 The term "Project Specific Scope of Work" shall mean the specific services described in respective Project Addendum(s) which are issued to cover specific projects as they arise.
- 1.9 The term "UTA's Project Manager" shall mean the individual identified in the Scope of Services, or his/her successor as appointed or designated in writing by UTA.
- 1.10 The term "Work" shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0
Description of Services

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. 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. Upon execution of this Master Services Agreement, the parties will (i) promptly commence detailed scoping of the project, to be completed by no later than August 15, 2019, to be memorialized in the Project Specific Scope of Work, which shall include the categories set forth in UTA's RFP, Consultants Proposal, and Exhibit A & B of this agreement; and (ii) identify a target launch date and slot UTA into Consultant's queue of existing contracts.
- 2.2 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.
- 2.3 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.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules that have been provided to Consultant including, without limitation, those related to safety and environmental protection.

ARTICLE 3.0
Day-to-Day Management of the Work

- 3.1 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.
- 3.2 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.

ARTICLE 4.0
Progress of the Work

- 4.1 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.
- 4.2 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.
- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, 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.

ARTICLE 5.0
Period of Performance

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial one-year period expiring the last day of the calendar month during which a period of twelve months following launch expires. Upon mutual consent of both parties, this contract may be extended beyond the initial term for up to two additional one-year option periods, for a total Contract period not to

exceed three years. The first option period shall begin 12 months after the initial launch date and end on the day before "UTA Change Day" in August 2021. "UTA Change Day" occurs each year during the month of August. The second extension period shall begin on UTA Change Day 2021 and expire on the day before UTA Change Day 2022. Any additional extension periods shall begin on UTA Change Day and end on the day before the UTA Change Day in August of the subsequent year. 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) and shall be subject to any price adjustments reasonably agreed by the parties. 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.

ARTICLE 6.0
Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with the pricing included in the Project Addendum(s), but in any event not to exceed (NTE) two million, five hundred thousand dollars (\$2,500,000) for the base period. Payments shall be made in accordance with the milestones or other payment provisions detailed in the Project Addendum(s). Exhibit D contains a projected cost element breakdown for the \$2.5 million NTE. Within the NTE pricing, Consultant agrees to provide pricing alternatives consisting of a fixed price approach and also a fixed price incentive fee approach. Exhibit D also includes NTE pricing for two subsequent option periods.
- 6.2 To the extent that the Scope of Services 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.
- 6.3 To the extent that Exhibit D 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, specified in Exhibit D. 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.
- 6.4 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.

ARTICLE 7.0
Contract Changes

- 7.1 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.

- 7.2 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.
- 7.3 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 law or other requirement set forth in this Contract; or (ii) other conditions exist 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.
 - C. The best estimate of the amount of the contemplated request for equitable adjustment associated with the constructive change, if any.

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.

- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

ARTICLE 8.0 Invoicing Procedures and Records

- 8.1 Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with the Project Addendum(s). . If the Project Addendum(s) 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. 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.

ARTICLE 9.0
Ownership of Materials

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as "Work Product") are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.
- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract or not created specifically for the UTA. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract. For the avoidance of doubt, Consultant agrees to operate a transit platform in accordance with the Scope of Services, and no Work Product is contemplated unless otherwise explicitly agreed in writing.

ARTICLE 10.0
Subcontracts

- 10.1 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. For the avoidance of doubt, independent contractor driver partners or vehicle suppliers shall not be considered subcontractors for the purpose of this agreement.
- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- 10.3 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.
- 10.4 Consultant shall be responsible for and direct all Work performed by subcontractors.
- 10.5 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.

ARTICLE 11.0
Key Personnel

- 11.1 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.

ARTICLE 12.0
Suspension of Work

- 12.1 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.

- 12.2 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.
- 12.3 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.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time if directed to do by the Utah legislature or public funding becomes unavailable to complete the project. UTA shall provide at least 60 days advance written notice of its intent to terminate and the reasons for doing so. A period of notice longer than 60 days will be provided if reasonably possible under the circumstances. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
 - A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

- 14.1 Consultant shall retain all books, papers, documents, accounting records and other evidence to support

any cost-based billings allowable under the Project Addendum(s) (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.

ARTICLE 15.0
Findings Confidential

- 15.1 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.
- 15.2 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.

ARTICLE 16.0
General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions of Consultant, its subcontractors or anyone employed directly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.
- 16.2 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO VIA UNDER THIS AGREEMENT. Customer must bring all claims and causes of action within six (6) months of their being discovered or one (1) year after expiration or termination of the Order out of which the claim arises, whichever occurs first. The limitations and exclusions in

this Section 16.2 apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim.

16.3 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:

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

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

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

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

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

2. **Automobile Liability**

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

- Combined Single Limit (CSL) \$5,000,000

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

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

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$500,000
 - Disease – Each Employee \$500,000
 - Disease – Policy Limit \$500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, **AND** when such contractor or subcontractor executes the appropriate waiver form.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Utah Transit Authority ATTN: Teresa Picket, 669 West 200 South Salt Lake City, Utah 84101.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A- VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) 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 the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Utah Transit Authority ATTN: Teresa Picket, 669 West 200 South Salt Lake City, Utah 84101. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the Utah Transit Authority separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Office of General Counsel or the Claims and Insurance Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

16.4 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.

16.5 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.

**ARTICLE 17.0
Other Indemnities**

- 17.1 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 of third party intellectual property 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.
- 17.2 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.

**ARTICLE 18.0
Independent Contractor**

- 18.1 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.

**ARTICLE 19.0
Prohibited Interest**

- 19.1 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.

**ARTICLE 20.0
Dispute Resolution**

- 20.1 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.
- 20.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be

as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Consultant’s Project Manager	Five calendar days
UTA’s Chief Communications and Marketing Officer, Consultant’s/Consultant’s Chief Strategy Officer	Five calendar days
UTA’s Executive Director/Consultant’s CEO	Five calendar days

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

20.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

**ARTICLE 21
Successors and Assignees**

21.1 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.

**ARTICLE 22.0
Nonwaiver**

22.1 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.

**ARTICLE 23.0
Notices or Demands**

23.1 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: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: Legal Department
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:
River North Transit LLC
95 Morton Street, 3rd Floor
New York, NY 10014
Legal-nyc@ridewithvia.com

- 23.2 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.
- 23.3 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.

ARTICLE 24.0
Contract Administrator

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

ARTICLE 25.0
General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 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.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 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.
- 25.5 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.

- 25.6 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.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 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 this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 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 9, 13, 14, 15, 16, 17, 19, 20 and 25.

**ARTICLE 26.0
Incorporated Documents**

- 26.1 UTA's RFP UT 19-03043TP including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A, B, C and D.

**ARTICLE 27.0
Insurance Coverage Requirements for Consultant Employees**

- 27.1 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:
 - A. 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.
 - B. 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.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

Utah Transit Authority:

DocuSigned by:
By W. Steve Meyer
444BF5CA06514C5...

Name W. Steve Meyer

Title Interim Executive Director

Date 7/11/2019

River North Transit, LLC:

DocuSigned by:
By Alex Lavoie 7/2/2019
EF1C5B8915AA496...

Name Alex Lavoie

Title Manager

Date July 2, 2019

DocuSigned by:
By Nichol Bourdeaux
222733D6BD9A34C8...

Name Nichol Bourdeaux

Title Chief Communications officer

Date 7/11/2019

Approved as to Form and Content

DocuSigned by:
Mike Bell 7/10/2019
361F16F838704A9...

Michael Bell
Assistant Attorney General
UTA Counsel

Exhibit A

The services to be provided pursuant to this agreement are the operation of a demand-responsive ride sharing service in a geographic area in the South Salt Lake County Region. The parties agree to put together a mutually agreed-upon Scope of Services based on the parameters included in RFP 19-03043TP and included in Consultant's Proposal by no later than August 15, 2019.

The Scope of Services shall include, but not be limited to the following;

- Exhibit B: Work Plan
- Duration & Launch Date: target launch date* can only be guaranteed after Master Services Agreement is executed
- Fees: pricing structure, including specifics generally aligned with the principles pricing proposal Consultant has previously provided
- Optional Enhancements Services: additional features and product enhancements that can be added upon request
- Service Parameters: service zone geographic boundaries (in accordance with Exhibit C), service days / hours, rider fare and payment structures, specifics about fleet and branding
- Technology and Quality of Service Requirements: ride booking, trip characteristics, routing, passenger pick-up and drop-off, fare payment
- Project Team: list of key Consultant employees who will provide services
- Driver Partner Registration & Supply Management: details around sourcing independent contractor driver partners
- Rider and Driver Partner Support: description of how drivers partners and riders can communicate with customer support
- Marketing, Promotions, & Press: overview of plan and approach to marketing and promotions
- Data Sharing & Reporting: itemized list of the data to be included in reports accessed / delivered to UTA

Exhibit B: Work Plan

Resources and Capabilities

Via proposes to operate a turnkey on-demand microtransit service for South Salt Lake County that will better align customer demand with transit access, as well as attract new transit customers with flexible mobility options and top-shelf mobile applications. Our best-in-class ride aggregation and routing algorithms will group UTA customers traveling in similar directions, in real time. Trips will be delivered by local independent contractor drivers operating a fleet of co-branded Mercedes Metris vans (or other appropriate vehicle, per UTA's preference) -- providing an extra layer of professionalism and attractiveness to the service.

Resources: Via has built a team of full-time engineering professionals with deep experience in advanced algorithms, data science, digital mapping, database architecture, product management, and app development. To launch and operate new services, Via has built a team of full-time employees focused on operations, growth, member services, expansion, business development, and partner success. While Via is well capitalized and growing ambitiously, we carefully vet opportunities before pursuing them in order to ensure that they align with our business objectives and resources. We regard this opportunity to partner with UTA as a strategic priority for our public sector business and, as such, we will have access to the capabilities and resources required to launch and maintain a successful microtransit service.

Since our founding in 2012, we have raised over \$400 million from leading mobility and technology investors. Most recently, we closed a Series D funding round for over \$250 million. Daimler AG (the parent company of Mercedes-Benz) led the Series D round and, as part of its sizeable investment, performed extensive due diligence on all aspects of Via.

Capabilities: Via is the only on-demand transit company that offers a turnkey Transportation-as-a-Service (TaaS) solution as requested by UTA, which includes microtransit technology plus drivers, vehicles, and operations management. As part of our innovative approach, we customize our technology platform to the unique characteristics of each city we serve and apply our knowledge about transit optimization gained from providing rides across 16 countries. Further, our flexible fleet model allows us to add or remove vehicles in a manner that mirrors customer rider demand, hour-by-hour, and over longer periods of time.

As illustrated in Project Team on page 9, we will assign to South Salt Lake County a team of launch and service support experts that will manage the successful deployment and operations of the pilot. After launch, our project managers will work closely with UTA to make any additional customizations to the County's turnkey microtransit service. This process enables continuous improvement as the service matures.

Integrations

In this section, we demonstrate our experience and interest in all integration requests throughout the RFP, including routing, ride booking, trip planning, and fare payment systems and applications.

Via is a leader in Mobility-as-a-Service (MaaS) models, which enable customers to seamlessly purchase multimodal transit services from a unified portal, such as a mobile application. To this end, Via has integrated with partner systems and applications in a variety of contexts, such as trip planning and fare

payment. For example, Via has integrated with Transit App in New York, Chicago, and Washington, D.C., allowing riders to see on-demand transit journey times and costs alongside other transit options.

In particular, we have significant experience providing integrated ticketing solutions and transit passes to ensure a seamless rider experience across different modes. For example, in Los Angeles, Via integrated with LA Metro's TAP Card. In Sydney, Via has integrated with Transport New South Wales' fare collection system -- OpalPay -- allowing passengers to pay for on-demand trips with the same payment card they use for all other local transit options. In Seattle, our integration with King County Metro's Orca Card enables free transfers to the light rail service. We will evaluate similar integrations with UTA's smart card for fare payment, FAREPAY, and mobile ticketing app, Go Ride, per UTA's goals and requirements.

We will work closely with UTA during the microtransit pilot to evaluate integration potential with existing and future UTA systems and third-party providers, as well as determine system design requirements and associated costs.

Proposed Service Design

In the section that follows, we address each aspect of the microtransit service described in Section 2.0 Scope of Work. The customer journey map below demonstrates how a customer will initially learn about the microtransit service, experience an on-demand ride, and provide feedback to help inform our continuous improvement process.

Use Cases: Via's partners have leveraged our system for a variety of aims -- providing first- and last-mile connections to fixed transit stops and stations, replacing underperforming bus routes, providing coverage in areas without existing fixed-route service, and extending the hours of operation of existing bus services (for example, during off-peak or late-night hours, when fixed-route services are less efficient and more expensive to operate). In one example, Via partnered with the Capital Metropolitan Transportation Authority in Austin, TX to help phase out their deviated fixed route service with microtransit. By the final quarter of this one-year pilot, the service, Pickup, quadrupled the daily ridership of the deviated fixed route service it replaced, while maintaining pickup times of just ten minutes and an average customer satisfaction of 4.8 out of 5. Via was recently awarded a four-year contract to provide microtransit service in Austin at considerable scale.

Our microtransit pilot for South Salt Lake County will initially focus on first mile/last mile trips to and from TRAX and FrontRunner stations, as well as local trips anywhere in the 65 square mile service zone, which includes key destinations like South Jordan and Draper Town Centers. Upon UTA's request during the pilot, we can flexibly extend our service for late night and weekend coverage, as well as scale our microtransit service by increasing the number of vehicles or extending the zone.

Draft Service Design: Via supports UTA's chosen service design that covers 65 square miles and serves the communities of Herriman, Riverton, Draper, Bluffdale, as well as portions of Sandy and South Jordan. We address all service design parameters in the following sections.

Hours of Operation: Via will provide microtransit service during the operating days and hours requested by UTA: Monday through Friday from 6am - 9pm, and reduced or no service on recognized UTA holidays. Via can easily and quickly expand operating hours and days of operations upon request by UTA.

Projected Demand: As we describe in Vehicles on page 26, we propose to deploy 15 - 17 vehicles which we believe will best serve demand projections as stated in the RFP and achieve utilization rates of 2.5 -

4.5. Utilization rates can fluctuate based on demand patterns, such as volume and location of customer requests.

As riders become more familiar with the service and demand grows, the number of vehicles required to meet demand and maintain a high level of service will also increase. Via has estimated fleet size requirements by comparing South Salt Lake County's zone size and population with similar zones among our nearly 40 live services. By identifying services with similar characteristics like population density, employment density, and mobility characteristics (such as demand for parking or vehicle ownership), we have made baseline assumptions around demand growth and required fleet size to achieve quality of service requirements as described in Trip Characteristics on page 27.

Personnel: Through our independent contractor model, we will partner with all personnel required to operate and maintain the microtransit vehicle fleet. Our project team and customer support staff will manage administration of the service.

Drivers: Via has a comprehensive set of initial safety checks we use when onboarding new drivers and ongoing evaluation procedures we use to continuously evaluate driver-partner performance. Via intends to partner with 1099 independent contractor drivers. For each driver applicant, we first confirm the following criteria:

- Driver's license minimum history: 1 year
- Driving record: no major incidents in the past seven years, no driving with a suspended or revoked license in the past three years, and no more than one moving violation within the past year.
- Criminal record: No felonies in the past 7 years
- Drug and alcohol testing: Via is experienced complying with requirements regarding drug and alcohol testing. In past deployments, we have conducted both pre-employment and random testing in addition to testing for probable cause and accident response.

As part of the onboarding process, all drivers will participate in comprehensive training and an intensive "Introduction to the Via System," including:

- Basics of the Via Platform, including how rides are assigned and an overview of the rider experience
- How to use the Via Driver App
- Customer service tips, including how to handle tricky situations
- Guidelines for safe and attentive driving addressing harsh braking, stop skipping, route skipping, unauthorized stops, etc.
- Safety and emergency instructions, including how to handle accidents and major incidents

We continuously make sure that we have the up-to-date and valid records of each driver:

- Personal (DMV) driver's license
- Professional driver's license (if applicable)
- Vehicle professional license (if applicable)

Additionally, we closely monitor driver performance and have several feedback systems in place:

- Real-time text and phone support, allowing riders to report any driver issues to live support

- Weekly driver rating report (including rider feedback, on-time performance, etc.)
- Accident reporting and follow-up protocol, with disciplinary action and disaffiliation if needed
- Incident (customer complaint) reporting and follow-up protocol, with disciplinary action and disaffiliation if needed

Drivers transporting UTA paratransit eligible customers: Via is an experienced provider of ADA-compliant paratransit services, including wheelchair transport services, and our paratransit drivers undergo additional screening and training as required by each community. For UTA, our paratransit drivers must:

- Maintain a current commercial driver’s license as required in accordance with Utah law
- Receive training for assisting those with disabilities according to CTAA’s RASS program
- Pass a background check as required in Utah Code 62A-2-120(1)(a)(iv)
- Receive approval for their initial background screening application according to Rule R501-14, utilizing the standards described in Utah Code 62A-5-103.5(5)
- Review, sign, and comply with the DSPD Code of Conduct on an annual basis

Maintenance Personnel: Via’s reputable leasing partner will manage fleet provision, maintenance, and storage.

Administrative Personnel: Via will provide all administrative personnel required to manage and support the service, including our project managers and our main customer support center in Lehi, UT. Our customer support center in Lehi includes team leads, trainers, quality assurance, and support agents, who provide both live and offline support across all major channels (phone, in-app live chat, email, and social).

Vehicles: We propose to deploy 15 - 17 Mercedes Metris 2018 vans. Via will also provide WAVs, which will be blended with the conventional fleet, and dispatched using the same app platform. For this service, Via proposes that 10-20% of the fleet are WAVs. Through our partnerships experience, we have found that the Metris has emerged as a consistent rider and driver favorite. The Metris is right-sized and has a comfortable and durable interior, easily accommodating a driver and 6 adults. Further, the Metris is accessible. The vans have electric sliding doors on both sides of the vehicle and seating formats that allow easy boarding and alighting. Vehicles can be easily retrofitted to accommodate wheelchairs and provide ADA-compliant trips. Finally, the Metris is fuel-efficient -- vans achieve up to 21 MPG in cities, compared to about 3 MPG for conventional city buses.

Technology and Quality of Service Requirements: Below, we describe how we will meet and exceed UTA’s microtransit platform requirements.

UTA Ride Booking Requirement	Via Capability
A consumer-facing smartphone application for a fully automated scheduling, dispatching and reserving demand responsive transit service.	Via’s intuitive, easy-to-use Rider App matches users in real-time with the supply of available seats across the entire fleet, considering thousands of possible combinations in a matter of seconds before proposing a ride. The Rider App seamlessly connects with our end-to-end system, which includes powerful, fully automated routing and matching algorithms and dispatching tools.

<p>A concierge service interface for UTA staff to book a trip on behalf of a customer for customers who do not have or do not choose to use a smart phone.</p>	<p>Via is fully accessible to those without smartphones. South Salt Lake County customers without smartphones will have the ability to call our local customer support center in Lehi, UT to quickly book rides. Should UTA prefer, we also can provide a concierge service interface that would enable UTA staff to book trips on behalf of customers. In the Via Operational Controls (illustrated in Technical Approach on page 34), our Lehi dispatchers have the ability to book rides on behalf of customers in just a few clicks. If important to UTA, we can provide access to the Via Operational Controls for UTA to book rides on behalf of customers.</p>
<p>Ability for caretakers to book a trip for select customers with disabilities, as determined by UTA</p>	<p>By calling our Customer Support Center, caretakers will have the ability to book rides for select customers with disabilities.</p>
<p>An intake system which is capable of intelligently pooling customer pick-ups and drop-offs</p>	<p>Via’s platform was purpose-built to intelligently pool customer pickups and drop-offs. After a passenger selects their pickup and drop-off location on the Rider App (or through a dispatcher), our algorithms consider thousands of possible combinations in seconds in order to maximize ride sharing. Via provides the most powerful pooling infrastructure in the world. Based on publicly available data, we know that we are even two to three times more efficient -- in terms of rides per vehicle hour -- than Uber and Lyft.</p>
<p>Ability to transport minors traveling with or without an adult as per UTA policies</p>	<p>Our standard terms in our consumer and TaaS cities allow children between 13 and 17 to ride unaccompanied by an adult if they receive parental consent. We are open to discussion with UTA concerning the payment policy and age of minors to best accommodate the Agency’s needs. Further, we can configure the ability for certain +1s, such as children under 5, to ride for free with an adult.</p>
<p>Customer access to account and ride history (when utilizing a smartphone application)</p>	<p>Riders have the ability to review their account and ride history on the Rider App. These options are accessed on a user-friendly menu on the left side of the screen. Riders can also view ride receipts received by email.</p>

UTA Required Trip Characteristics	Via Capability
<p>Pooled rides of 1 to 6 passengers.</p>	<p>The Mercedes Metris seats up to 6 passengers and our shared ride platform will intelligently aggregate riders traveling in the same direction.</p>
<p>Maximum wait time for pickup: 25 minutes.</p>	<p>Via can flexibly configure a maximum wait time constraint in our microtransit system.</p>
<p>Average wait time for pickup: 15 minutes or less.</p>	<p>We expect our proposed fleet of 15 - 17 vehicles will meet the 15 minute average wait time requirement.</p>
<p>Percent of ride requests completed: 80% or higher.</p>	<p>Via expects to complete at least 80% of ride requests. To anticipate demand, the Via system gathers data from every ride request and, over time, learns how demand will change across the service zone and across the day.</p>
<p>Average walk distance to stop: 0.10 miles.</p>	<p>With our proposed fleet, we expect to meet the average walking distance requirement of 0.10 miles.</p>

Maximum walk distance to stop: 0.25 miles.	Via will configure a maximum walk distance constraint of 0.25 miles.
Maximum total trip time from boarding to alighting: Customer experience is an acceptable alternative to driving a personal vehicle.	Via’s platform was purpose-built to provide shared rides that are acceptable alternatives to driving a personal vehicle or riding a taxi. When assigning a new ride request, our system considers the potential detours for onboard passengers.
Equivalent service standards and pick-up wait times for WAV requests.	Via will provide an equivalent level of curb-to-curb service for WAV requests. Riders can indicate the need for a wheelchair accessible vehicle (WAV) by simply adjusting the “Wheelchair Accessibility” toggle in the Rider App (riders booking by phone can simply convey their need for a WAV to a dispatcher, who will make a permanent note in the rider’s account). The Via Rider App supports all of the core accessibility features offered by the iOS and Android operating systems including VoiceOver, Adaptive Font Size and Switch Control, and Talkback. For non-smartphone users, Via’s technology is configured to allow a dispatcher to book rides on behalf of riders, allowing users without smartphones to use the service over the phone.

UTA Routing Requirement	Via Capability
A dynamic routing algorithm able to combine trips that generates pick-up and drop-off locations as well as vehicle routing.	Our dynamic routing and matching algorithms aggregate passengers traveling in the same direction and generate pickup and drop-off locations in real-time. Our algorithms intelligently determine the most efficient route for each ride based on all relevant factors.
Scheduled service points are not a requirement for the pilot at this time.	Although scheduled rides are not a UTA requirement for this pilot, Via’s platform can simultaneously manage both scheduled and on-demand rides, enabling riders to book either ride type from the Rider App (or dispatch hotline).
Provide corner-to-corner service for customers for operational efficiencies (requiring customer to walk certain distances is acceptable).	Via provides a corner-to-corner service where customers could be asked to walk a block or two to or from a particular location - or “virtual bus stop” -- for their pickup or drop-off, which enables more efficient routing and lower trip times. We will work with UTA to define the descriptions and locations of our virtual bus stops.
Provide curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties (to be determined by UTA).	Via can offer curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties. Across the entire service, Via uses a combination of corner-to-corner and curb-to-curb services based on individual rider needs and local conditions, effectively balancing system efficiency and user experience.
Ability to add passengers to a route in progress.	As described in UTA Ride Booking Requirement on page 26, our algorithms add passengers to routes in real-time, efficiently aggregating riders traveling in the same direction.
Maximum time added based on reroute to pick-up passengers: Customer experience is not more than 5 minutes late from the quoted time.	We can configure our platform to cap the time a shared ride reroutes, or detours, each passenger’s trip. Accordingly, we will adjust this “detour threshold” to limit additional trip time to 5 minutes or less than the quoted time.

UTA Passenger Pickup and Drop-off Requirement	Via Capability
Safety for all users (including bicyclists and pedestrians) to be prioritized in all passenger pick-up locations (vendors should not pick up or drop off passengers in bike lanes or other areas that affect the safety of bicyclists or pedestrians).	Our sophisticated service design tools allow us to designate permissible pickup and drop-off locations. We will work closely with UTA to obtain all necessary data to designate stops that do not endanger bicyclists or pedestrians.
Maximum driver wait time for passenger pickup: 3 minutes	In the Driver App, we can configure how long drivers must wait for passengers at the designated pickup location. When a driver arrives at the passenger’s pickup location, the driver presses an “I’m Here” button on the Driver App. After a set amount of time, the driver can mark the rider as a no-show. We can configure this parameter to three minutes. Additionally, riders will receive text reminders that their vehicle has arrived and the vehicle may depart soon if they are nearing the maximum wait time.
Customers to see pickup and drop-off locations and trip routing via smartphone app.	When a ride is booked, our Rider App displays a map that visualizes the real-time movement of the assigned vehicle to the pickup location, and also displays a dynamically updated ETA above the pickup location on the map. After boarding the vehicle, the map shows the vehicle’s route to the drop-off location and dynamically updates as the ride progresses. Riders are also provided with walking directions in the app to pick up points, and from drop-off points to their final destination.
If necessary, customers to communicate directly with driver to coordinate pick-up.	After a rider is matched with a driver, the rider can call the driver in the Rider App by pressing a phone icon at the bottom of the screen to coordinate pickup.
Coordinated connections with UTA paratransit services.	Via will coordinate connections with UTA paratransit services and will bring experience coordinating with paratransit services in other deployments. For example, Via integrated with the Arlington’s paratransit system, Handitran, by connecting paratransit drivers with Via’s Driver App.

UTA Fare Payment Requirement	Via Capability
Inclusion of UTA fare products transferable to other UTA services and modes.	As described in more detail in Integrations on page 13, Via has multiple ways to enable multimodal transfers with the same fare payment. This can range from integration with UTA’s mobile ticketing app, Go Ride, and smart card, FAREPAY, to having riders simply show their electronic or printed ticket to the driver to receive a free

	transfer. Via will work with UTA to achieve its mode transfer objectives.
Promotional or discounted fares for all riders during the pilot for customer acquisition.	We can charge promotional or discounted fares for all riders during the pilot to support customer acquisition. We will work closely with UTA to determine the optimal fare amount to attract new riders.
Fare structure that accommodates customer-specific discounts (i.e. reduced senior rate).	Via can charge different types of customers different fares, such as reduced senior and student rates, and can support fare discounts. We can do this in several ways: Customer Codes. Before their first ride, customers eligible for different fare types may enter a code into the Via app, which designates their account for a special fare class on any future ride, payable on a per-ride basis. ViaPasses. Via can also enable different fare levels with the use of special 'ViaPass' options -- periodic subscriptions that allow participating customers to ride several times per day on a weekly or monthly basis (in Arlington, for example, Via riders can ride up to 4 times per day with a weekly Via pass).
Payment to be verified/validated via smartphone or a physical ticket.	The payment process is entirely automated. After passengers enter their credit card information in the Rider App, they are automatically charged for each trip on their smartphone.
Fare revenue remitted to the agency or deducted from monthly billing.	Via will process payments and remit fare revenue according to UTA, via its preferred fund transfer methodology.
Auditable fare revenue collection process; flow of funds to be certified.	Our fare collection process is auditable and the flow of funds will be certified.
Ability to accept unbanked customers without access to debit or credit cards.	For those without credit or debit cards, the Via system allows users to pay for service directly through the Rider App using a prepaid cash card (which allows those without a bank account to add cash to an electronic account). We can also implement a voucher system through which riders can sign up using pre-purchased ride credit.
Alternatives to cash fare collection (UTA currently collects cash on all of its local services. The agency is open to testing alternatives to cash collection for this pilot program).	As described directly above, prepaid cash cards or a voucher system could provide UTA alternatives to cash fare collection. We can test other methods as well during the pilot program and look forward to collaborating with UTA to determine a process for testing alternative payment methodologies.

Customer Service: Via will provide high-touch human support staffed by our local Lehi, UT customer service headquarters. Our vetted and trained dispatchers will proactively monitor any irregularities in the service, and respond to customer inquiries by phone and text during all service hours. These dispatchers, who have undergone intensive training and honed their skills providing customer support to Via customers in our consumer markets and other partner deployments, will use Via's powerful and intuitive web-based

tools to intervene when service anomalies occur -- or to simply book a ride for a customer without a smartphone.

Vendor Administrative Offices and Vehicle Storage Facilities: Our local operations office for this service will be our customer service headquarters in Lehi (address provided in Section 2: Respondent History on page 6). A reputable vehicle leasing partner will manage fleet provision, maintenance, and storage. We will work closely with our leasing partner to best utilize UTA's vehicle storage facilities, fueling facilities, Voyager Fuel Card, and other existing assets to achieve efficiencies and reduce operating costs.

Incidentals: We have studied the insurance requirements outlined in the RFP and are confident that we comply with these. Via will provide a copy of our insurance certificates as required in the Sample Contract. Vehicle fuel, repair, and maintenance will be managed by our leasing partner.

Regulations Compliance: Via complies with Title VI and ADA regulations and has worked diligently with partners to ensure transit access for all. Via abides by all federal regulations concerning the operation of a transportation service, and will meet comparable requirements for legally and safely operating a transportation service in the state of Utah. If required, we will take the necessary steps to register as a Transportation Network Company (TNC) with Utah's Department of Commerce.

Plans: Our standard operating procedures include the onboarding, training, and monitoring of our driver partners as described in Personnel on page 25. Additionally, our dispatchers in Lehi participate in an intensive, three-week customer service course before they can be approved to monitor live service. We provide our service implementation plan in Deployment Schedule and GANTT Chart below.

Iterations: We demonstrate our comprehensive approach to iterating the microtransit service in Section 6: Iterations on page 39.

Marketing: Our extensive marketing plan can be found in Section 5: Marketing Plan on page 37.

Metrics and Evaluation: To properly evaluate the microtransit pilot, Via will collect all metrics described in the RFP's Section 2.0 Scope of Work on a monthly basis and will report these metrics to UTA on a regular basis, including in a quarterly report. Our quarterly reports will include proposed changes and iterations for the next reporting period. Via's reporting and analytics module is both comprehensive and customizable; we can capture additional KPIs, and adjust the cadence of our reporting, as UTA's objectives evolve.

Data: UTA will fully own South Salt Lake County data. We will provide UTA with complete and easily digestible reports -- including granular data of every ride request. A more detailed discussion on our data and analytics capabilities can be found in Section 8: Data Sharing on page 41.

UTA Provisions: Via will work closely with UTA to identify synergies and best utilize all provided UTA resources.

Technical Approach

In the pages that follow, we present the technical components of Via's end-to-end system -- including routing and matching algorithms, rider and driver mobile applications, and backend monitoring tools -- that aggregates people traveling from multiple origins to multiple destinations in a highly efficient way, providing the convenience and flexibility of a custom ride at a much lower cost than conventional services.

Dynamic routing & matching algorithms

Via's powerful routing and matching algorithms optimize the balance between maximizing fleet utilization and providing each individual passenger with a high-quality experience. Our algorithm utilizes a Via-patented technology called "virtual bus stops" (VBS), which use stopping points always within a short walking distance of the customer's pickup request location. The use of VBS maximizes the overall system efficiency and enables Via's dynamic routing service model.

Rider App

Via's intuitive, easy-to-use Rider App matches users in real-time with the supply of available seats across the entire fleet.

Registration

A new rider creates an account by inputting an email address, password, and payment method. Riders can also opt to skip entering payment information during sign-up and wait until they book their first trip.

Pickup and Drop-off location selection

When opening the app, users will clearly see the geofenced zone in which service is offered and will be invited to set a pickup. Moving the pickup pin beyond this zone greys out the map and displays an "Out of Zone" message, so users always know where their on-demand service is available.

Riders will also select the number of people traveling in their party at the time of booking. If a rider wishes to add or subtract passengers to their party, they will tap the "+" or "-" icon within the app (the maximum number of riders is configurable based on fleet capacity and preference).

Trip Proposal and Confirmation

Via's system will automatically assign the new trip to the best-suited vehicle based on a number of factors.

Within seconds of making a trip request, the customer will be presented with a trip proposal containing the vehicle's estimated time of arrival (ETA), the pickup and drop-off addresses, the trip fare, and the estimated drop-off time.

To confirm a trip, users will select a ride from the list of options and tap the large "Book Via" button at the bottom of the screen. Upon accepting a trip proposal, the app will immediately display a box at the bottom of the screen containing the vehicle's ETA, pickup address, cost, ride credit, and vehicle information (vehicle model, color, license plate number, and more).

Fare Collection

The Via system allows users to pay for service directly through the app using a range of payment options including credit cards, transit passes, vouchers, and more.

Fare Structure

Via's software platform has the ability to apply different fare structures such as transfers and concession fares. We provide an intuitive platform that enables customers to pay different fares for trips of different types. Via has robust APIs and a talented tech team who can work on integrations to enable advanced fare and transfer features if required.

Receipts

Via will automatically email an itemized receipt at the end of each ride. Receipts will include the rider's name, party size, trip date and time, pickup and drop-off locations, distance traveled, and the driver's

name. Via can configure the data fields as per partner requirements. The details of all rides are stored in the History screen, which can be accessed from the main menu of the app.

Rider Support and Feedback

Customers will be able to provide real-time and post-trip feedback. A rider who requires immediate support can simply reply to the SMS message received when the vehicle was two minutes away or the message received when the vehicle reached the pickup point.

After every trip, riders will have the option to assign a star rating to their experience and choose from a menu of configurable, pre-selected descriptions correlated to the star rating (or manually input additional detail). Precise user feedback will provide insight into rider preferences, not only enabling dispatchers to respond to particular issues but also suggesting how the service model itself could be improved (i.e. should additional vehicles be added? Should the service zone be adjusted? etc.).

Via's Driver App

After a ride is booked, the driver will be notified and immediately routed to the pickup. The Driver App will display the turn-by-turn directions at the top of the app, and the entire route to the pickup will be highlighted in blue. Should a driver miss a turn, the system will automatically recalculate the most efficient route to the pickup while, at the same time, considering the driver's other pickups and drop-offs.

For each pickup, drivers will see the pickup intersection, the rider's first name, and the total number of passengers in the party. Drivers communicate with the system in a straightforward, easily learnable way. The system automatically presents the relevant actions and choices to the driver at the appropriate time, adjusting after the driver responds to the prompt.

Administrative Tools

Via's map-based interface, the Visualizer, provides a comprehensive real-time overview of service. From the Visualizer, dispatchers can track vehicles and riders and their dynamically updated routes in real time. Dispatchers are able to access driver / vehicle and customer account information and histories from within Via's Operational Controls, or the "VOC".

Software support & maintenance

Following the launch of a new service, partners receive ongoing support and maintenance and the same system optimization deployed in Via's own services. As Via services operate 24-hours a day, a rotating technical manager is on call for partners at all times.

As an agile software developer, we constantly work to improve our product and systems in response to service performance metrics and based on user feedback. Via carefully plans and structures all new additions and improvements to our software. The deployment cycle for partners is synchronized with Via's cycle of development sprints and deployment.

Exhibit C: Proposed Microtransit Service Area

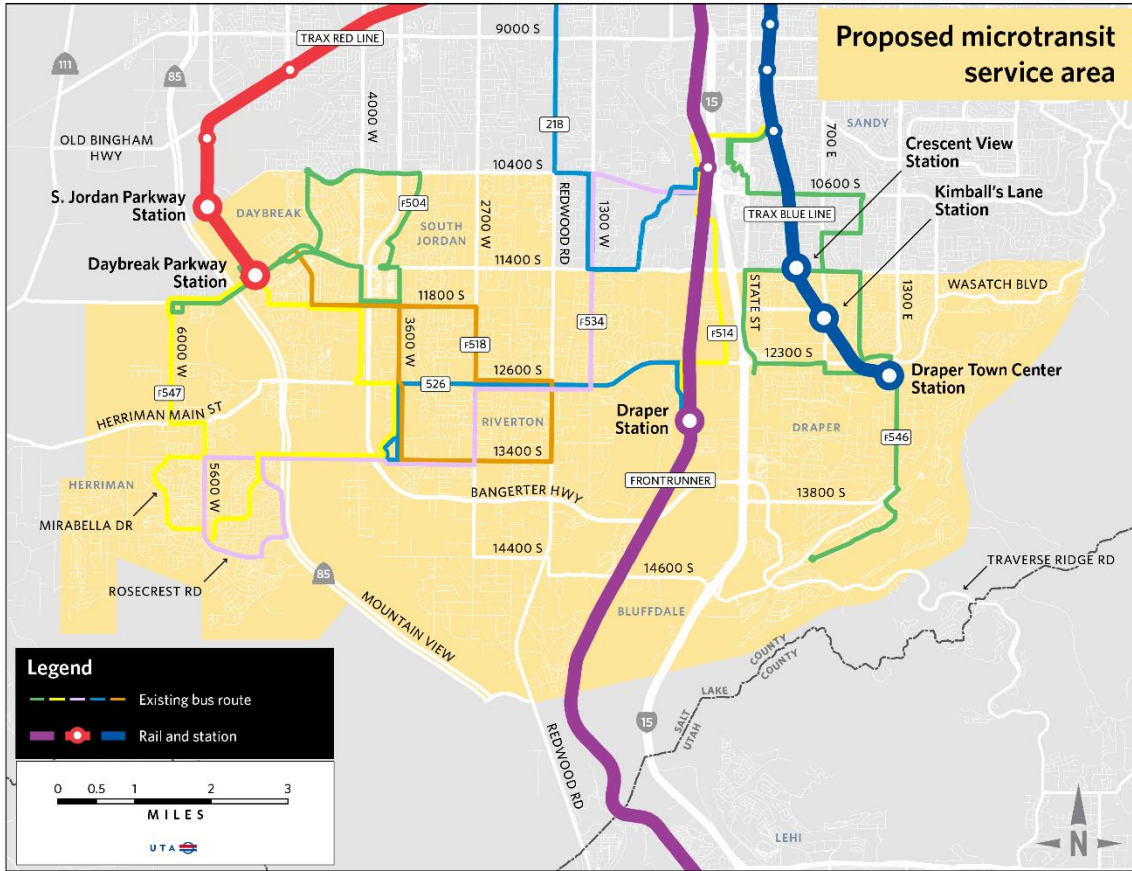


Exhibit D: PRICING

Total Compensation: The not-to-exceed total compensation for performance of the entire scope of services covered by this Agreement and all Addendum(s) which includes a base year and two additional option periods is seven million one hundred twenty-seven thousand eight hundred seventy-five dollars (\$7,127,875)*.

Base Year General Description of cost elements (estimates):

Not-to-Exceed (NTE) Pricing for the base year is \$2,500,000 as shown below:

Marketing: \$350,000 (UTA may elect to perform all or some of this work in-house)

Driver pay & vehicle cost: \$1.35mm - \$1.50mm

Local operations support: \$37,500

Customer support: \$97,500

Other pilot operations: \$340k - \$360k

Fare revenue discount (if applicable): (\$115k) - (\$130k)

The specific pricing and milestone payment schedule shall be included in the Project Addendum(s)

Additional Option Periods

Two additional option periods are included in the contract which may be exercised upon mutual consent of both parties.

Not-to-Exceed (NTE) Pricing for the option periods is shown below:

Option Period 1: \$2,257,500 million*

Option Period 2: \$2,370,375 million*

Total Contract Value

The total NTE contract value for the base year plus two option periods = \$7,127,875 million*

*The prices for Option Period 1 and Option Period 2 are subject to the following conditions:

- A mutual re-validation/adjustment of the option period pricing will occur at the end of the base period based upon changes made to the option period Scope of Service to be provided.
- Option period pricing stated above includes operation and technology expenses only as defined within the Scope of Services. Any Consultant support for marketing and associated expenses for option periods are subject to mutual consent of both parties.

SAMPLE Project Addendum(s)

1. Detailed description of services to be provided:

2. Detailed price broken down according to task:
(Consultant to provide alternative pricing based on fixed price and also fixed price incentive arrangements)

3. Milestone Billing Schedule:
(Payments shall be made by UTA upon satisfactory completion of described milestones)

4. Period of Performance at overall project and task levels

5. Effective Date of Addendum: _____
 - a. The Effective Date shown above shall also be deemed to be the Authorization to Proceed Date for the Project described in this Addendum.

6. OTHER

IN WITNESS WHEREOF, the parties have made and executed this Addendum as of the day and year shown below.

UTAH TRANSIT AUTHORITY:

River North Transit, LLC

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

By _____

Name _____

Title _____

Date _____

Approved as to Form and Content

Assistant Attorney General
UTA Counsel



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): Paul Drake, Director of Real Estate & TOD

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Lease Addendum No. 2 (Greyhound Lines, Inc.)
AGENDA ITEM TYPE:	Revenue Contract
RECOMMENDATION:	Approve and authorize Executive Director to execute the Second Addendum to the Lease Agreement between Greyhound and UTA.
BACKGROUND:	<p>Greyhound Lines, Inc. currently leases from UTA its Central Intermodal Hub facility located at 300 South and 600 West in Salt Lake City for bus transportation services.</p> <p>Salt Lake City previously owned the Hub property and entered into the original lease agreement with Greyhound in 2005. As part of the lease, Greyhound contributed \$1.55 million toward construction costs of the bus terminal amenities.</p> <p>In 2007, UTA assumed ownership of the property and lease obligations from Salt Lake City. The lease currently extends until July 31, 2045 and may only be terminated unilaterally by Greyhound, subject to termination of all Greyhound bus service in Salt Lake County. UTA does not currently have rights to prematurely terminate the lease.</p>
DISCUSSION:	<p>Due to the coronavirus pandemic, Greyhound revenue service has been significantly diminished nationwide and they have requested financial assistance to avoid rent default and continue bus operations in Salt Lake County. Greyhound is seeking rent abatement for 12 months. In exchange, the Lease Agreement would be amended to allow UTA a unilateral option to terminate the Lease Agreement with 90-days' notice.</p> <p>UTA is seeking to assist Greyhound to keep local bus services and desires the early termination option. Therefore, it is recommended to amend the existing Lease Agreement to accomplish those objectives.</p> <p>This action will financially assist Greyhound to avoid default and continue providing bus operations in Salt Lake County. UTA would benefit with an amended agreement by:</p> <ul style="list-style-type: none">• maintaining a tenant to activate and cover costs of the Hub building;• gaining the option to terminate the lease prior to 2045; and,

	<ul style="list-style-type: none"> opening up the ability to redevelop the property without the cost of a future lease termination and incurring extensive relocation costs. <p>The amendment also resolves some security cost obligations discussed in the “Fiscal Impact” section of this memo.</p>	
CONTRACT SUMMARY:	Contractor Name: Greyhound Lines, Inc.	Contract Number: 20-03375
ALTERNATIVES:	<p>UTA may choose to reject the amendment and continue to enforce the terms of the existing lease.</p> <p>Greyhound may cease operations in Salt Lake County and terminate the lease under its existing terms. In such case, UTA would have three options: 1) find a new tenant for this unique facility, which is unlikely before UTA redevelops the property, 2) board up the building and relocate UTA customer service operations, 3) assume the repair, maintenance, security, and liability costs of the whole building currently paid by Greyhound.</p> <p>Greyhound may continue to make lease payments through the pandemic. If so, they will maintain their property rights through 2045. When UTA opts to redevelop the property, it would be obligated to negotiate a lease buyout and relocation of Greyhound. This would likely cost much more than the requested abatement.</p>	
FISCAL IMPACT:	<p>A 12-month rent abatement reduces UTA’s rental income by \$270,000. Per another term of the amendment, Greyhound will waive any outstanding financial obligations, including an obligation for UTA to reimburse \$14,000 for security services. The amendment also reduces the security obligations, so UTA will no longer be required, per the original lease agreement, to pay for the extra security, saving approximately \$38,000 over the next twelve months.</p>	
ATTACHMENTS:	<ol style="list-style-type: none"> Addendum No.2 to Greyhound Lease Agreement Original Greyhound-Salt Lake City Lease Agreement 	

SECOND ADDENDUM TO GREYHOUND LEASE AGREEMENT

This Second Addendum to Lease Agreement (“Addendum No. 2”) is hereby made and entered into effective as of the ____ day of _____, 2020 by and between Utah Transit Authority (“UTA” or “Landlord”), a large public transit district, and Greyhound Lines, Inc., a Delaware corporation (“Greyhound” or “Tenant”) whose principal place of business is 350 N. St. Paul Street, Dallas, TX 75201.

RECITALS

WHEREAS, on August 2, 2005, Greyhound entered into a Lease Agreement (“Lease”) with Salt Lake City Corporation (“City”) to lease portions of the Intermodal Hub (“Premises”); and

WHEREAS, on March 12, 2007, UTA assumed the rights and obligations of the Lease as Landlord by an Assignment, Assumption and Consent Agreement (“Assumption Agreement”); and

WHEREAS, on June 12, 2014, Greyhound and UTA entered into Addendum No. 1 to the Lease (“Addendum No. 1”) in order to clarify the parties’ security responsibilities and rent obligation; and

WHEREAS, due to the coronavirus pandemic, Greyhound seeks twelve (12) months of rent abatement; and

WHEREAS, UTA is planning the construction of a new Salt Lake Central facility which will impact Premises; and

WHEREAS the parties now desire to amend the Lease as per the terms and conditions listed below.

AGREEMENT

NOW, THEREFORE, in consideration of the Leased Premises and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. RENT ABATEMENT. UTA agrees to abate rent and waive collection of the same for a period of twelve (12) months, beginning October 1, 2020 thru September 30, 2021. Rent shall mean the monthly rent payment described in Paragraph 7 of the Lease and does not refer to common area expenses, utilities or other costs and charges included in Lease.

2. TERM. Paragraph 2 of the Lease shall be deleted and replaced with the following:

“The term of this Lease shall commence on August 1, 2005, and continue for a period of forty (40) years, ending at 5:00 P.M. on July 31, 2045. The lease term in effect hereunder is referred to herein as the “Lease Term.”

Notwithstanding any other provision herein, either party may terminate this Lease for any reason by providing the other party with ninety (90) days written notice of the termination.”

3. Underground Storage Tanks. Upon termination of the Lease, Greyhound shall be responsible for the removal of its underground storage tanks as set forth in the Lease. The costs of removal and any remediation related thereto shall be the responsibility of Greyhound.

4. In exchange for rent abatement, Greyhound agrees to waive any and all outstanding reimbursements, invoices, rent reductions, or obligations for security services owed by UTA up to and as of the date this Addendum No. 2 is executed by the parties.

5. Greyhound may, at its sole discretion, reduce the security services at the building back to eighteen (18) hours per day (365 days per year). UTA shall no longer be obligated to reduce rent for additional security hours or to pay for security services.

6. All other terms and conditions in the original Lease, not specifically modified here, shall remain in full force and effect and unaffected hereby.

{Remainder of this page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 2 to be executed in duplicate as of the date first herein written.

GREYHOUND LINES, INC.

UTAH TRANSIT AUTHORITY

By: _____
Name:
Title:

By: _____
Carolyn M. Gonot
Executive Director

By: _____
Paul Drake
Director of Real Estate & TOD

By: _____
Spencer Burgoyne
Manager of Property Administration

Legal Approved as to Form

Approved as to Form
Tim Merrill, Assistant Attorney General

RECORDED

AUG 02 2005

LEASE AGREEMENT CITY RECORDER

THIS LEASE AGREEMENT (this "Lease"), made and entered into as or AUG 02 2005, by and between SALT LAKE CITY CORPORATION, 451 South State Street, Room 225, Salt Lake City, Utah 84111, a Utah municipal corporation ("Landlord"), and GREYHOUND LINES, INC., a Delaware corporation ("Tenant"), whose principal place of business is 15110 N. Dallas Parkway, Dallas, TX 75248 (collectively, the "Parties"),

WITNESSETH:

WHEREAS, Landlord has acquired land, located at 300 South and 600 West, Salt Lake City, Utah, to construct a facility for use as an intermodal transportation facility (the "Intermodal Hub"), to accommodate commuter rail, light rail, local bus, passenger rail, intercity passenger bus, and other transit providers; and

WHEREAS, it is the intention of Landlord to construct the Intermodal Hub over several phases:

Phase 1- Transit Trackage and Interim Amtrak Facility was completed in 1998,

Phase 2 - Bus Passenger Terminal, which includes the bus passenger terminal, service island, busway, and adjacent site improvements, is scheduled to be completed in July, 2005,

Phase 3 - Intermodal Passenger Hub, which includes expansion to the building facilities for rail passenger service, passenger service support and administrative offices, is estimated to be completed by 2007;

Phase 4 - Connection of the Hub to Light Rail is estimated to be completed in 2008,

Phase 5 - Commuter Rail Station is estimated to be completed in 2008; and

WHEREAS, the Intermodal Hub will be constructed in part with federal grant funds to be provided by the Federal Transit Administration to the Utah Transit Authority and made available to Landlord under an Interlocal Cooperation Agreement between Landlord and the Utah Transit Authority (the "UTA Interlocal Agreement"), and it is understood that at all times the provisions of this Lease must be subordinate to any requirements of said federal grant and UTA Interlocal Agreement;

WHEREAS, it is the intention of the Parties that upon substantial completion of Phase 2 of the Intermodal Hub by Landlord, Tenant will occupy the Leased Premises (as hereinafter defined), for the term of this Lease; and

WHEREAS, it is the intention of the Parties that upon the occurrence of any change in occupancy or use of the Intermodal Hub, this Lease shall be amended to reflect the reallocation of Tenant's pro-rata share of Common Area expenses, and make other appropriate changes,

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements of the Parties hereinafter contained, the Parties agree as follows:

1. **LEASED PREMISES.** (a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the portions of the Intermodal Hub to be used by Tenant and its customers, on an exclusive basis, as identified on Schedule 1 attached hereto, excluding all personal property, equipment, fixtures and furnishings acquired separately by Tenant (the "Leased Premises"). In addition to Tenant's rights to use and occupy the Leased Premises as hereinafter specified, Tenant shall have the right to use, in common with others, the common

areas identified in Schedule 1 (the "Common Areas"), as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Intermodal Hub. The Leased Premises are leased for the term and upon the rental and the covenants and agreements of the Parties herein set forth.

(b) Upon the occurrence of any change in occupancy or use of the Intermodal Hub, the Parties agree to amend this Lease to (i) reflect the reallocation of Tenant's pro-rata share of Common Area expenses, and (ii) make such other changes as may be required by the presence of additional tenants, such as changes related to security. The Parties agree to negotiate such amendment in good faith; provided that in the event the Parties are unable to agree upon the amendment contemplated hereby, such inability shall not operate to invalidate or terminate this Lease, but shall require the Parties to submit such outstanding issues to informal mediation, and if there is no agreement, then to binding arbitration in accordance with the provisions of the Utah Uniform Arbitration Act, Title 78, Chapter 31a, Utah Code Annotated

2. TERM.

The term of this Lease shall commence on August 1, 2005, and continue for a period of forty (40) years, ending at 5:00 PM on July 31, 2045. At any time after July 31, 2015, and upon not less than ninety (90) days prior written notice, Tenant shall have the right to terminate this Lease; provided, however, that Tenant may only terminate this Lease if Tenant discontinues all bus passenger service in Salt Lake County. The Lease term in effect hereunder is referred to herein as the "Lease Term."

3. DELAY IN POSSESSION/EARLY POSSESSION. If for any reason Landlord cannot deliver possession of the Leased Premises to Tenant as agreed herein by the Commencement Date, Landlord shall not be subject to any liability therefore nor shall such

failure affect the validity of this Lease, or the obligations of Tenant hereunder, or extend the term hereof, but in such case, Tenant shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease until Landlord delivers possession of the Leased Premises to Tenant. The tenant shall have the right to terminate this Lease in the event the Commencement Date is later than October 1, 2005. If Tenant totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Rent and other payment obligations hereunder shall be abated for the period of such early possession. All other terms of this Lease, however, shall be in effect during such period. Any such early possession shall not affect nor advance the Expiration Date of the Lease Term.

4. CONDITION OF LEASED PREMISES AND COMMON AREAS. The Leased Premises and Common Areas will be constructed in accordance with the construction set approved by the Parties and dated August 21, 2003 and the Salt Lake City Hub Construction Documents Review Comments (the "Construction Set"), and shall be delivered to Tenant clean and free of debris on the Commencement Date. The electrical, roof, plumbing, fire sprinkler system, lighting, air conditioning, heating, fueling and other systems, and loading doors, if any, constituting the Leased Premises and Common Areas, shall be in good operating condition on the Commencement Date. If a non-conformity with the Construction Set is discovered, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant specifying the nature and extent of such non-conformity, rectify same at Landlord's expense. Landlord represents to Tenant that the Leased Premises and Common Areas will comply with all applicable zoning requirements, ordinances, regulations, and all applicable laws, affecting the Leased Premises and Common Areas and/or required in Tenant's use of the Leased

Premises and Common Areas including the Americans with Disabilities Act (or other laws affecting handicapped access) and any environmental impact or traffic studies or requirements.

5. AUTHORIZED USE. Tenant and its affiliates or Tenant carriers shall use the Leased Premises exclusively for the occupancy and operation of an inter-city bus terminal and the handling of passengers, baggage and package express and any other uses which are incidental thereto, including but not limited to food service, vending machine sales, pay lockers, ATM or similar machines, sales of pre-paid phone cards and money grams, the sale of souvenirs and gifts, the operation of a bus maintenance facility for the servicing of buses including fueling, washing, cleaning, minor repairs, and servicing, and other uses which are incidental thereto. All bus maintenance, fueling and servicing shall be limited to within the service yard and interior portions of the service island. Service island gates and doors shall remain in closed position except to accommodate passage of a vehicle. Tenant shall not use, or permit to be used, any part of the Leased Premises and Common Areas for any activities prohibited by law, or for the use of any dangerous, noxious or offensive product, and shall at all times comply with all applicable environmental laws. Tenant shall not cause or maintain any nuisance in, at, or on the Leased Premises and Common Areas, or adversely overload the floors or otherwise damage the structural soundness of the Leased Premises and Common Areas. Tenant shall have the right to keep the Leased Premises and Common Areas open for business operations 24-hours per day, 365 days per year. Tenant shall be responsible for any and all licenses or fees payable in connection with the operation of its business. For the purpose of preserving an orderly appearance, and maintaining the consistency of the architectural and aesthetic characteristics of the Intermodal Hub, Tenant shall not locate, display or allow to remain on or about any portion of the Leased Premises visible to the general public from outside of the Leased Premises any

signs, banners, displays, advertisements, equipment, personal property, fixtures, supplies, parts or debris, without the prior written consent of the City, which consent shall not be unreasonably withheld. By way of example and not limitation, such prohibition would preclude (i) the location of any unscreened trash dumpsters, bins or receptacles on any portion of the Leased Premises, (ii) the location of vending machines, kiosks or video displays in the bus loading and unloading area, (iii) the display of travel promotion signs on the Leased Premises, and (iv) the storage of tires, oil, used parts, spare parts or similar items in any exposed portion of the Leased Premises, without the City's prior written consent. Notwithstanding the foregoing, the items of personal property set forth in Schedule 2 are permitted.

6. **REPRESENTATIONS.** Landlord hereby represents to Tenant, to the best of Landlord's knowledge, that as of the Commencement Date:

(a) Landlord is the sole owner of the Leased Premises as described in Schedule 1 and has full right, power and authority to grant the estate demised herein and to execute and perform all of the terms, provisions, covenants and agreement provided in this Lease;

(b) other than completion of future phases of the Intermodal Hub, rail connections and stations, there are no existing or proposed plans for the widening of any streets adjacent to the Leased Premises, or any urban renewal or other public projects affecting the Leased Premises or which may impair Tenant's use and enjoyment of the Leased Premises which have not been disclosed to Tenant;

(c) there are no condemnation proceedings or eminent domain proceedings of any kind pending, contemplated or threatened against the Leased Premises;

(d) there are no suits, judgments or notices from any governmental authority relating to any violation of any health, pollution control, building, fire or zoning laws of any governmental authority with respect to the Leased Premises and there is no litigation or proceeding pending or threatened against or affecting the Leased Premises, which have not been disclosed to Tenant;

(e) there is no adverse fact relating to the physical, mechanical or structural condition of the Leased Premises or any portion thereof which has not been specifically disclosed to Tenant;

(f) no commitments have been or will be made by Landlord to any governmental authority, utility company or other organization relating to the Leased Premises which would impose an obligation upon Tenant to make any contributions of money or dedications of property or to construct any improvements; and no governmental authority has imposed a requirement that the owner or occupant of the Leased Premises pay any special fees or incur any expenses or obligations in connection with the Leased Premises except those assessed as part of Tenant's operations;

(g) other than this Lease, the UTA Interlocal Agreement and the Site Management Plan, there are no contracts, leases or agreements of any kind whatsoever which affect Tenant's rights under this Lease or the Leased Premises.

(h) the Leased Premises are properly zoned for Tenant's proposed uses.

7. RENT.

(a) Tenant shall pay to Landlord, as rent, monthly in advance, without deduction or offset, the amount of NINETEEN THOUSAND TWO HUNDRED AND THIRTEEN DOLLARS (\$19,213.00). The first payment is due on the Commencement Date,

provided that the rental payment due and payable on the Commencement Date shall be pro-rated to take into account the remaining days of the month, and each successive monthly payment is due on or before the first day of each successive calendar month.

(b) All rental payments shall be made to Salt Lake City Corporation and mailed to the Property Management Office at 451 South State Street, Room 225, Salt Lake City, Utah 84111, unless notified in writing by Landlord of a change in address.

(c) Not later than sixty (60) days prior to each successive anniversary of the Commencement Date, Landlord shall calculate and notify Tenant in writing that the monthly rental payment shall be increased/decreased by the same average percentage increase/decrease, if any, in the Consumer Price Index ("CPI") specified herein for the most recent 12-month period preceding the date of calculation for which figures are available. The CPI index for this purpose shall be the "U.S. City Average Geographic Index" for the components, including "all urban consumers" based on "all items" as published for said month by the Bureau of Labor Statistics of the federal government. If publication of said CPI ceases, such annual percentage increase shall be determined by reference to such similar index as shall replace it, or as agreed upon in writing by the Parties. Provided, further the rent increase shall be limited to an increase of not more than 2.5% for each one-year period.

(d) In addition to the foregoing, Tenant shall pay to Landlord a one-time capital contribution of ONE MILLION FIVE HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,550,000), which payment shall be paid by Tenant simultaneously with the delivery of this Lease. \$1,400,000 is Greyhound's portion of the local match for the federal grant which was used in funding the facility. \$150,000 is for the passenger terminal construction change order work requested by Greyhound, refer to in Schedule 4.

8. LATE PAYMENTS. All payments shall be made monthly on or before the due date. Any payment received after the 15th of the month in which it was due shall be considered delinquent. A late charge of seven and one-half percent (7.5 %) of the monthly payment shall be assessed on any payment not received by Landlord by the end of business on the 15th of the month in which payment is due. The unpaid amount of any payment (including any late charges) shall bear interest from the due date until paid at the rate of an additional ten percent (10%) per annum, unless judgment is obtained, in which case the interest rate thereafter shall be twelve percent (12%) per annum.

9. PARKING. Except for the Ready Bus Spaces designated on Schedule 1 attached hereto, Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than in Greyhound's Leased Premises or those designated by Landlord for such activities. Upon the occurrence of any of the prohibited activities described in this paragraph, the Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved. In the event Tenant knowingly permitted or allowed such prohibited activities, Landlord may charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

10. INSURANCE.

(a) For any and all types of insurance required in this Lease, Tenant may satisfy its requirements through a lawfully established self-insurance program. Any such self-insurance program shall be subject to Landlord's right to verify the adequacy of Tenant's financial resources available to fund such a program on an as needed basis. Tenant shall provide

Landlord evidence of self-insurance in a form approved by Landlord, on an annual basis within 30 days prior to the anniversary date of the Commencement Date.

(b) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Lease, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Lease or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to Landlord.

(c) Any and all types of insurance purchased by Tenant to satisfy the requirements of this Lease shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:

(1) Rated A- or better by A.M. Best Company,

-OR-

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(d) All required certificates and policies shall provide that coverage thereunder cannot be cancelled or modified without providing thirty (30) days prior written notice to Landlord in a manner approved by the City Attorney.

(e) Certificates of Insurance must:

(1) be original and have an original or laser-generated signature, and

(2) list Salt Lake City Corporation as "Certificate Holder". Address

is:

Salt Lake City Corporation
ATTENTION: Property Manager

451 South State Street, Room 225
Salt Lake City, UT 84111

(f) Tenant has furnished to Landlord appropriate certificates or letters of insurance/self-insurance verifying present and continued coverage at the time of the Lease signing. Such certificates and letters are attached to this Agreement as Schedule 3.

(g) Tenant shall not permit the Leased Premises or Common Areas to be used for any purpose which would render the insurance thereon void or cause cancellation thereof. Tenant shall not keep, use or sell, or allow to be kept, used or sold in or about the Leased Premises or Common Areas any article or materials which are prohibited by law, or by standard fire insurance policies of the kind customarily in force with respect to property of the same general type as those covered by the Leased Premises and Common Areas.

(h) Tenant, subject to the self-insurance provisions above, at its own cost and expense, shall secure and maintain during the term of this Lease, including all renewal terms, the following minimum insurance coverage:

(1) Third Party Liability

Commercial general liability insurance with Landlord named as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$5,000,000 general aggregate. The policy shall protect Landlord, Tenant, and any subcontractor to Tenant from liabilities and claims for damages for personal injury, bodily injury, including accidental death, and from claims for property damage that may arise from Tenant's use, occupancy, maintenance and operations under this Lease, whether performed by Tenant itself, any subcontractor, or anyone directly or indirectly employed by either of them.

(2) Workers' Compensation and Employers Liability

Worker's compensation and employer's liability insurance sufficient to cover all of Tenant's employees pursuant to Utah law. In the event any work is subcontracted, Tenant shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(3) Commercial Automobile Liability

Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, with Landlord named as an additional insured, in the minimum amount of \$1,000,000 per occurrence, \$5,000,000 general aggregate.

(i) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Tenant shall provide a new certificate of insurance within thirty (30) days of being notified thereof in writing by Landlord, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to Landlord.

(j) Landlord shall maintain during the period of this Lease commercial property insurance providing at least broad form property coverage for the Leased Premises and Common Areas. In connection with any losses covered by such insurance, in the event such losses arise from the negligence of Tenant, Tenant shall pay the cost of the deductible or the cost of the repairs, whichever is less.

11. INDEMNIFICATION

To the fullest extent permitted by law, Tenant shall, at Tenant's sole expense and with counsel reasonably acceptable to Landlord, defend, indemnify, and hold harmless Landlord from and against all Claims (as described below) from any cause, arising out of or relating (directly or

indirectly) to this Lease, the tenancy created under this Lease, or the Leased Premises and Common Areas, including without limitation:

(a) The use or occupancy, or manner of use or occupancy, of the Leased Premises and Common Areas by Tenant;

(b) Any act, error, omission, or negligence of Tenant or of any invitee, guest, or licensee of Tenant in, on, or about the Leased Premises and Common Areas;

(c) Tenant's conducting of its business;

(d) Any alternations, activities, work, or things done, omitted, permitted, allowed, or suffered by Tenant in, at, or about the Leased Premises or Common Areas, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the Commencement Date or enacted, promulgated, or issued after the Commencement Date; and

(e) Any breach or default in performance of any obligation on Tenant's part to be performed under this Lease, whether before or during the Lease Term or after the expiration or earlier termination hereof.

This indemnification extends only to Claims for:

(a) Injury to any persons (including personal injury, bodily injury and death at any time resulting from that injury on the Leased Premises or Common Areas);

(b) Physical injury or damage to, or destruction of, tangible property (including loss of use at any time resulting from that injury, damage, or destruction on the Leased Premises or Common Areas);

(c) Mechanics liens, demands, actions costs and attorney's fees, arising from the work or actions of Tenant or any of its contractors on the Leased Premises or Common Areas;

(d) Damage, remediation, fines, penalties and fees relating to environmental contamination arising from Tenant's activities; and

(e) Consequential or resulting damage arising out of items (a), (b), (c) and (d) above.

Landlord shall indemnify, save harmless and defend Tenant, its agents and employees from and against all claims, mechanic liens, damages, demands, actions, costs, charges and other liabilities for property damage or injury or death to persons, including attorney's fees, arising out of or by reason of Landlord's negligent or willful acts or omissions relating to any of its undertakings hereunder. Such indemnification shall survive the expiration or earlier termination of this Lease, but shall be limited to events which occur during the term of this Lease.

In any and all Claims against Landlord by any employee of Tenant, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits acts.

12. MAINTENANCE OF LEASED PREMISES AND COMMON AREAS.

(a). Tenant's Responsibility. Tenant shall keep the Leased Premises and Common Areas in a clean, sanitary and orderly condition and free of dirt, debris, weeds (other than landscaped areas) and other deleterious materials and conditions. Tenant shall provide janitorial services for the public concourse and restrooms which contains 5,569 square feet of

interior common space. Tenant shall provide all janitorial and other services required in connection with the foregoing. Tenant shall not allow or commit any waste within the Leased Premises or Common Areas, or allow or commit any violation of any municipal ordinance or regulation applicable thereto. Tenant shall also be responsible for repairing any damage to the Leased Premises or Common Areas resulting from any cause whatsoever (including vandalism), other than damage for which Landlord is responsible under subparagraph (b) below. Tenant shall replace all glass broken or other damaged elements of the Leased Premises or Common Areas with matching materials of the same or better quality. It shall also be the responsibility of Tenant to repair or replace any of Landlord's property adjacent to the Leased Premises and Common Areas, including any portion of the public way, which is damaged by Tenant or any of Tenant's customers or invitees. Tenant shall also be responsible for maintaining, repairing and replacing as necessary any permitted improvements installed by Tenant in the Leased Premises and any permitted additions or alterations to the Leased Premises. All of the foregoing maintenance, repair and replacement obligations shall be performed at the sole expense of Tenant. If Tenant neglects or refuses to perform any of the foregoing maintenance, repair, or replacement obligations to the Landlord's reasonable satisfaction, Landlord may, as soon as reasonably possible after ten (10) days written notice to Tenant, perform such maintenance, repair or replacement work, and Tenant shall promptly reimburse to Landlord the full cost and expense so incurred by Landlord. Tenant shall implement any and all property safety programs recommended by the property insurance carrier relating to the fire suppression system on the Leased Premises and CommonA, and any hot work such as welding and grinding performed on the Leased Premises or Common Areas by Tenant. Tenant shall adhere to any future property and life safety recommendations made by the property insurer and or Landlord as they pertain to

Tenant's operations. Landlord agrees to assign to Tenant all warranties to facilities or equipment for which Tenant is responsible.

(b) Landlord shall be responsible for all maintenance, repair and replacement work required to the Leased Premises and Common Areas by virtue of the reasonable wear and tear thereof. In addition, and except to the extent such maintenance, repair and replacement work is the responsibility of Tenant under subsection (a) above, Landlord shall maintain and keep in good repair (i) the roof (including water tightness), foundation, footings, support systems, and structural elements of the Leased Premises and Common Areas, (ii) all exterior walls (excluding all windows, window glass, plate glass, and all doors) and Building Systems, as defined below, in and serving the Leased Premises and Common Areas, (iii) the physical integrity of driveways, roadways, parking areas, bus docks, exterior trash areas, sidewalks and walkways, parkways, vehicular entrances, vehicular exits and landscaped areas, and shall make strengthenings, alterations, reconstructions, or additions thereof and thereto, all to the extent necessitated by reason of lapse of time, weakness or decay, insect infestation, acts of God or other catastrophic failure or event, or which may, at any time, be required by any governmental or public authority, and (iv) the public concourse area. Tenant shall give prompt written notice to Landlord of the need for such maintenance or repairs for which Landlord is responsible and Landlord shall proceed promptly to perform such maintenance or repairs. As used in this paragraph, "Building Systems" shall be construed as the building utility elements essential for Tenant's use and occupancy of the Leased Premises and Common Areas including, but not limited to, such systems as are not readily accessible, such as underground water, sewer, electric, gas and other utility lines related to the Leased Premises and Common Areas, and components in the central air conditioning, boiler and heating systems, the sprinkler system, and any central hot

water system (including heaters); excluding in all cases any components required for bus maintenance and servicing, such as the diesel fuel tank and related equipment.

(c) Landlord shall be responsible for maintaining and removing snow from the Leased Premises and Common Areas.

(d) Landlord shall be responsible for maintaining the landscaping on the Leased Premises and Common Areas.

13. SECURITY OF LEASED PREMISES AND COMMON AREAS. Tenant shall be responsible for maintaining security measures on and within the Leased Premises and Common Areas. Tenant shall provide at least one security officer for at least eighteen hours each day. Landlord may, at its expense, require additional security measures; provided, however, that (i) Tenant shall cooperate with Landlord in implementing security measures that require little or no additional cost, such as the lockdown of all pay lockers, (ii) Landlord shall follow, at its expense, any security directives imposed by the City and generally applicable throughout Salt Lake City or to other providers of transportation services, (iii) the level of security required, and responsibility for providing such security, shall be subject to renegotiation pursuant to Section 1(b) above.

14. UTILITIES. Landlord shall establish all utility accounts in its name and pay directly for all utilities supplied to the Leased Premises and Common Areas, including but not limited to water, storm water, sewer, electricity, trash removal (except as provided below), recycling, snow removal, and gas for the Leased Premises and Common Areas, together with any taxes thereon. Tenant shall arrange and pay for the removal of all trash or refuse not collected as part of a standard commercial solid waste removal service. Tenant shall arrange and pay for all other utilities and services.

15. PAYMENT OF SPECIAL ASSESSMENTS. Tenant shall pay all privilege taxes assessed by the Salt Lake County Assessor's Office for Tenant's use of the Leased Premises and Common Areas.

16. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Tenant shall not make any material alterations, physical additions or improvements to the Leased Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Such additions shall meet all fire and life safety codes and requirements from the property insurer.

All alterations, additions and improvements to the Leased Premises by Tenant shall be the property of and owned by Tenant, but considered a part of the Leased Premises. Unless otherwise provided herein, all Tenant made alterations, additions and improvements shall, at the expiration or earlier termination of this Lease, become the property of Landlord and remain upon and be surrendered by Tenant with the Leased Premises.

Tenant's personal property and its trade fixtures, including all machinery, equipment and furnishings, shall remain the property of Tenant and may be removed by Tenant. All fixtures, furnishings and equipment acquired through the federal grant for the Intermodal Hub or through City contributions, shall remain the property of Landlord and may not be removed by Tenant.

Landlord may, at its option, require that Tenant remove any alterations, improvements, or additions made by Tenant in, on or about the Leased Premises at the end of the Lease Term (or any earlier termination date).

Any personal property or trade fixtures not removed by Tenant within thirty (30) days after the end of the Lease Term shall, at Landlord's option, automatically become the property of Landlord.

Tenant shall repair any material damage to the Leased Premises caused by Tenant's removal of its personal property, trade fixtures, alterations, improvements, or additions.

Landlord hereby grants to Tenant the right to obtain remote access to the Building Automation System for limited purposes, i.e., monitoring.

17. HAZARDOUS SUBSTANCES. (a) As a condition precedent to the effectiveness of this Lease, Landlord shall provide Tenant, at Landlord's sole expense, a copy of the Remedial Action Plan for the Salt Lake City Intermodal Hub ("RAP"). The RAP details the environmental conditions present on the Leased Premises and Common Areas and the actions Landlord will take to mitigate such environmental conditions. Landlord is also promulgating a Site Management Plan for post-remedial land use on the Leased Premises and Common Areas. Tenant will comply with all management plans in place for the Leased Premises and Common Areas and all environmental laws during the term of the Lease, but shall bear no liability whatsoever and shall not assume any conditions for any existing environmental conditions on the Leased Premises and Common Areas. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees) that Tenant may incur as a result of any claim, demand or action related to environmental conditions present prior to the Commencement Date.

(b) Landlord represents to Tenant, to the best of its knowledge, that the Leased Premises and Common Areas does not contain any asbestos, and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Leased Premises and Common Areas including, but not limited to, soil and ground water conditions.

(c) Nothing herein shall prohibit Tenant from using minimal amounts of oil, solvents, or other substances which may constitute hazardous materials in carrying out Tenant's maintenance and repair obligations under this Lease or in conducting Tenant's business upon the Leased Premises in accordance with the permitted uses, provided that such use is in compliance with all applicable regulations and shall be subject to all of the other provisions of this Lease. Tenant agrees to indemnify, defend, and hold harmless Landlord for any contamination caused by Tenant or that results from Tenant's operations on the Leased Premises and Common Areas, including the operations of the fuel tank as set forth in paragraph 17(a) of this Lease.

(d) The improvements to be constructed by Landlord as part of the Leased Premises and Common Areas shall include, among other things, one 15,000 gallon underground fuel storage tank and associated equipment, to be located as described in the Construction Set. Landlord agrees that it will provide such reasonable assistance as Tenant shall request in connection with efforts by Tenant to obtain a permit to use such tank. Upon satisfactory completion of: (1) the final system integrity testing and inspection, (2) transfer of all system warranty documentation (including all reasonable documentation and assurances necessary for the issuance of the tank manufacturer and installation warranties) to the Tenant, and (3) delivery to Tenant of either (i) copies of permits (if any) and monitoring reports with respect to such tank for period subsequent to the date on which fuel was first placed therein or (ii) a new baseline for such tank, then Greyhound shall assume operation and maintenance of the tank system. Tenant will be responsible for compliance with all applicable laws relating to such tank, for all spillage and cleanup, and for properly disposing of all fuel and lubricants associated with its vehicles in compliance with applicable environmental requirements. Landlord reserves the right to inspect the tank system and monitor Tenant's compliance with the provisions of this paragraph. A copy

of all reports, correspondence and other information required by or relating to the tank permit shall be promptly sent to Landlord by Tenant. Landlord agrees to assign all tank manufacturing and installation warranties to Tenant. Upon expiration of the Lease Term, or earlier termination, Tenant shall be responsible, at Landlord's option, for either closing such tank in place or removing such tank.

(e) The improvements to be constructed by Landlord as part of the Leased Premises and Common Areas include sanitary waste hoppers. Tenant shall be responsible for all applicable fees and charges due to Salt Lake City Corporation resulting from discharging sanitary waste into the City's sewer system.

18. TENANT'S COMPLIANCE WITH LAW. Except as otherwise provided in this Lease, Tenant, shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Law," which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, assessments, easements and restrictions of record or permits relating to Tenant's use of the Leased Premises and Common Areas, now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Tenant shall, within twenty (20) days after receipt of Landlord's written request, provide Landlord with copies of all necessary documents and information, including, but not limited to permits, registrations, manifests, applications, reports, receipts, and certificates, evidencing Tenant's compliance with any Applicable Law, and shall promptly upon receipt notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant to comply with any Applicable Law.

19. MECHANICS' LIENS. Tenant shall not suffer or permit any mechanics' or other liens to be filed against the Leased Premises or Common Areas nor against Tenant's leasehold interest in the Leased Premises or Common Areas by reason of work, labor, services or materials supplied or claimed to have been supplied to or at the request of Tenant.

20. ERECTION AND REMOVAL OF SIGNS.

(a) General. Tenant shall not place or suffer to be placed on the exterior walls of the Leased Premises or Common Areas, the roof or any exterior door or wall or on the exterior or interior of any window of the Leased Premises or Common Areas any sign, awning, canopy, marquee, advertising matter, decoration, letter or other thing of any kind (exclusive of the signs, if any, that may be provided for in the original construction or improvement plans and specifications approved by Landlord or Tenant hereunder, and which conform to the Landlord's sign criteria), without the prior written consent of Landlord. Landlord hereby reserves the exclusive right to the use for any purpose whatsoever of the roof and exterior of the walls of the Leased Premises and Common Areas and the Intermodal Hub for signage purposes.

(b) Tenant's Interior Signs. Except as otherwise herein provided, Tenant shall have the right, at its sole cost and expense, to erect and maintain within the interior of the Leased Premises all signs and advertising matter customary or appropriate in the conduct of Tenant's business. Tenant shall upon demand of the Landlord immediately remove any sign, advertisement, decoration, lettering or notice that Tenant has placed or permitted to be placed in, upon or about the Leased Premises and that Landlord reasonably deems objectionable or offensive, and if Tenant fails or refuses so to do, the Landlord may enter upon the Leased Premises and remove the same at Tenant's sole cost and expense. Tenant acknowledges that the Leased Premises are a part of an integrated Intermodal Hub and agrees that control of all signs

by Landlord is essential to the maintenance of uniformity, propriety and the aesthetic values in or pertaining to the Intermodal Hub and agrees to comply with Landlord's rules and regulations governing interior signage.

(c) **Unauthorized Insignia.** Except as approved in writing by Landlord, Tenant shall not affix, place or maintain any signs, advertising, placard, posters, banners, pennant, names, decoration, letter, insignia, trademarks or other descriptive materials upon, in, on or about the Leased Premises or Common Areas, including on the windows, doors, walls or roof of the building or in the Common Areas.

21. **RIGHT OF ENTRY BY LANDLORD.** Tenant at any time during the term of this Lease shall permit access to the Leased Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purposes identified in this Lease. Except as expressly limited and set out below, Landlord and its authorized agents or representatives shall have the right to enter the Leased Premises during normal business hours, in a manner which will not unduly interfere with Tenant's operations, for any of the following purposes:

- (a) To inspect the general condition and state of repair of the Leased Premises;
- (b) To determine whether Tenant is complying with the terms and conditions of this Lease;
- (c) To conduct safety and property insurance inspections;
- (d) To conduct surveying and other relevant work necessitated by future hub development; and
- (e) To conduct environmental monitoring per the terms of this Lease;

provided, however, that except in bona fide emergencies, Landlord may not enter the Leased Premises unless either Landlord has given Tenant twenty-four (24) hours advance notice or an authorized representative of Tenant is present at the Leased Premises.

22. ASSIGNMENT AND SUBLETTING. Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or by operation of law and neither all or any part of the Leased Premises shall be sublet by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided that use is compatible and consistent with Landlord's intended use of the site and Landlord's obligations under the UTA Interlocal Agreement. This Lease may be assigned by the City to any future owner of the Intermodal Hub, including without limitation, UTA.

23. TERMINATION. Subject to paragraphs 30 and 31, Landlord may terminate this Lease for Tenant's breach or default if, after sixty (60) day's prior written notice to Tenant, the breach or default remains uncured; provided, however, that (except for non-payment), if the nature of Tenant's default is such that more than sixty (60) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the sixty (60) day period and thereafter diligently completes the cure. Notwithstanding the termination of this Lease for any cause, Landlord's obligations under the Funding Agreement shall not be abrogated, vitiated, altered or otherwise modified.

24. DAMAGE OR DESTRUCTION. If the Leased Premises or Common Areas or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the building, subject to delays due to adjustment in insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction is not due to any negligence or failure on the part of Tenant to adhere to the requirements of this Lease,

and said damage or destruction renders the Leased Premises or Common Areas un-tenantable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the Leased Premises and Common Areas restored. During the last two (2) years of the then effective term of this Lease, if the damage or destruction shall be so extensive as to require substantial rebuilding, the effect of which may require removal of Tenant's operations from the Leased Premises, either Landlord or Tenant may terminate this Lease by giving written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

Nothing in this Paragraph 24 shall be construed as rendering Landlord liable to perform or conduct any repair work for which Tenant is responsible under the provisions of Paragraph 12 hereof. Landlord's duty to rebuild shall be limited to damage resulting from risks for which insurance is available on a commercially reasonable basis and shall not include, by way of example, damage resulting from war, civil unrest or terrorism. Landlord shall repair or reconstruct the Leased Premises and Common Areas to the existing standard of materials and design prior to the damage, to the extent of any available insurance proceeds. In the event and to the extent the estimated cost of the required repairs exceeds available insurance proceeds, Landlord may, at its option, either (i) repair or reconstruct the Leased Premises and Common Areas to the standards of materials and design existing prior to the damage, or (ii) repair or reconstruct the Leased Premises and Common Areas to the standard required by applicable building codes, for the intended use.

25. SURRENDER OF LEASED PREMISES. Tenant agrees to surrender the Leased Premises at the expiration or termination of this Lease in the same condition, or as near to the condition as existed prior to this Lease, except for those improvements installed by Tenant and agreed to by the Parties that are to remain a part of the Leased Premises, ordinary wear and

tear and Landlord's rebuild obligation under Paragraph 24 excepted. Tenant shall surrender the Leased Premises in a broom-clean condition free and clear of all debris.

26. HOLDOVER. Should Tenant holdover the Leased Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed to by Landlord, in writing, such holdover shall constitute a month-to-month tenancy only. Tenant shall pay an adjusted monthly rental 4% higher than the monthly rental payment of the last year of this Lease.

27. QUIET ENJOYMENT. If and so long as Tenant pays the rent provided for this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises subject to the terms hereof. Landlord shall warrant and defend Tenant in the enjoyment and peaceful possession of the Leased Premises throughout the term of this Lease.

28. LANDLORD LIABLE ONLY FOR NEGLIGENCE. Except where caused by Landlord's negligence or intentional acts, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply, or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity, or hurricane, tornado, flood, wind or similar storms or disturbances. However, Landlord shall use its best efforts to restore or cause to be restored such services.

29. WAIVER OF COVENANTS. The waiver of any of the covenants of this Lease by either Party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained. Any such waiver shall be in writing and signed by both Parties.

30. DEFAULT. If Tenant or Landlord fails to perform any of the covenants and conditions hereof, except failure to pay rent, Tenant or Landlord, whichever is not in default,

may at its option, after sixty (60) days prior written notice to the other, make performance for the other and for such purposes advance such amount as may be necessary. Any amount so advanced or expenses incurred or sum of money paid by Tenant or Landlord by reason of the failure of the other Party to comply with any covenant, agreement, obligation or provision of this Lease, or in defending any action to which Tenant or Landlord may be subjected by reason of any failure to comply with the terms of this Lease, shall be immediately due and payable by the defaulting Party. The receipt by Landlord of any installment or additional payment hereunder shall not be a waiver of any payment then due. If such default (other than payment) cannot be reasonably remedied within the period of sixty (60) days by the use of reasonable diligence, then such additional time may be granted as may be necessary, provided the notified Party takes immediate action upon receipt of written notice and proceeds diligently to remedy the default.

31. **DEFAULT IN RENT.** If Tenant defaults in the payment of the rent or any part thereof or in making any other payment herein provided for, and such default continues for sixty (60) days after written notice to Tenant, or if the Leased Premises is abandoned or vacated other than as otherwise provided herein, Landlord may, at its option, terminate this Lease and Landlord may immediately or at any time thereafter reenter the Leased Premises and pursue its rights under the law.

32. **PARTY AT FAULT.** In the event either Party enforces the terms of this Lease by suit or otherwise, the Party found to be at fault by a court of competent jurisdiction shall pay the cost and expense incurred thereby, including reasonable attorney's fees.

33. **FAILURE TO PERFORM COVENANT.** Any failure on the part of either Party to perform any obligation hereunder and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or

act of God, or any similar cause beyond the control of the Party so failing to perform. However, the foregoing shall not excuse the non-payment of any payment obligation hereunder on its due date.

34. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Utah and enforced only in the courts located in Salt Lake City, Utah.

35. RIGHTS OF SUCCESSORS AND ASSIGNS. The covenants and agreements in this Lease shall apply to the benefit of and be binding upon the Parties and upon their respective successors in interest and legal representatives, except as expressly otherwise provided herein.

36. RECORDING. Tenant shall not record this Lease, without the written consent of Landlord; however, upon request of either Party, the other Party shall join in the execution of a mutually agreeable memorandum or so called "short form" of this Lease for the purpose of recordation. Said memorandum or short form may describe the Parties, the Leased Premises and the term of this Lease, and may incorporate this Lease by reference.

37. NOTICES. Any notices required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail (or by nationally-recognized over-night carrier), postage prepaid and addressed to the address of the Party set forth below, or to such other address as the Parties may from time to time designate in writing:

Landlord

SALT LAKE CITY CORPORATION
c/o Property Management
451 South State Street, Rm 225
Salt Lake City, UT 84111

Tenant

GREYHOUND LINES, INC.
c/o Real Estate
P.O. Box 660362
Dallas, TX 75266-0362

Courtesy Copy

SALT LAKE CITY CORPORATION
c/o City Attorneys Office
451 South State Street, Rm 505A
Salt Lake City, UT 84111

GREYHOUND LINES, INC.
c/o Legal Department
P.O. Box 660362
Dallas, TX 75266-0362

38. REPRESENTATION REGARDING ETHICAL STANDARDS FOR
LANDLORD OFFICERS AND EMPLOYEES AND FORMER LANDLORD OFFICERS
AND EMPLOYEES:

Tenant represents that it has not: (1) provided an illegal gift or payoff to a Landlord officer or employee or former Landlord officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Lease Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Landlord's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Landlord officer or employee or former Landlord officer or employee to breach any of the ethical standards set forth in the Landlord's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code

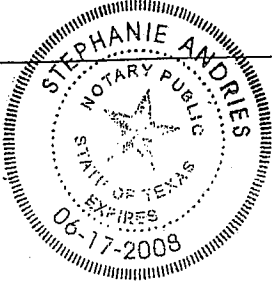
39. TIME. Time is of the essence of this Lease and every term, covenant and condition herein contained.

40. PARAGRAPH HEADINGS. The paragraph numbers and headings have been inserted herein solely for convenience of reference and shall not be construed to affect the meaning, construction or effect of this Lease.

41. ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY: Except for the Funding Agreement, this Lease contains the entire agreement between the Parties and

Stephanie Andries
NOTARY PUBLIC, Residing in

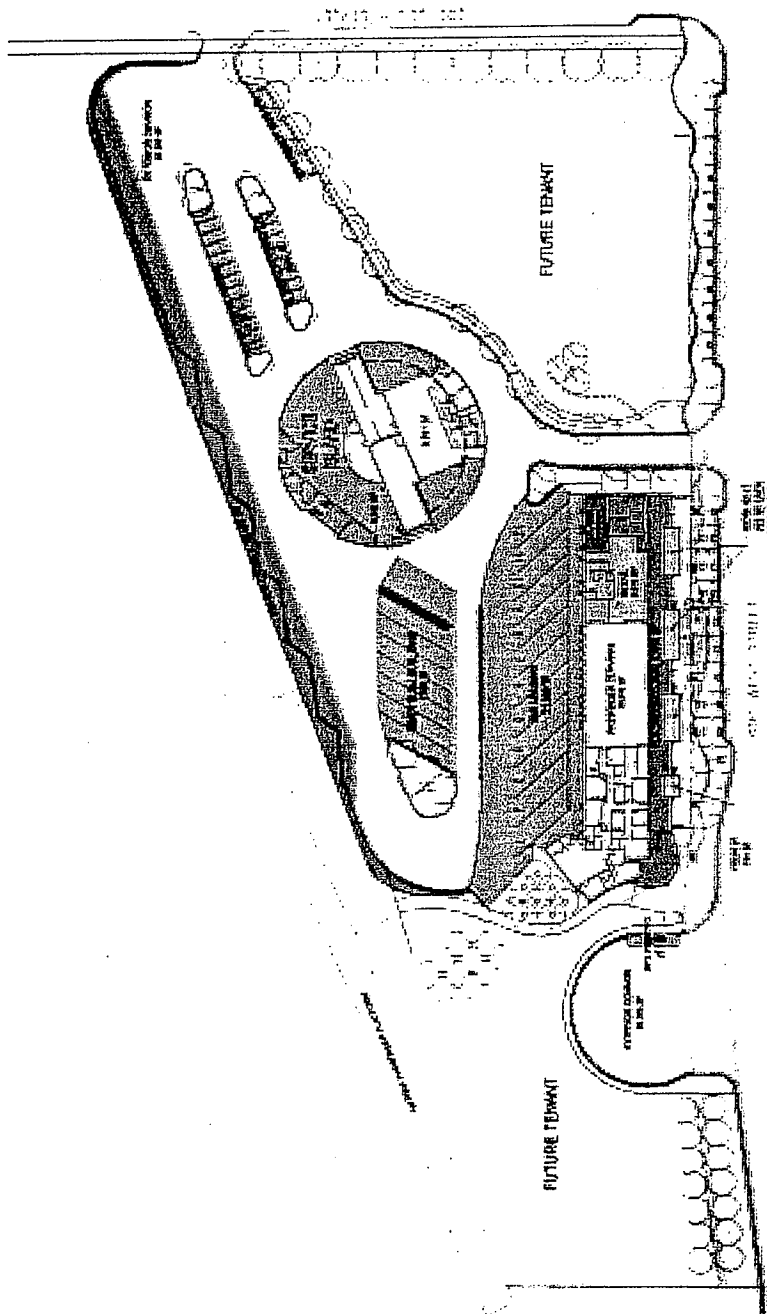
My Commission Expires:



SCHEDULE 1

LEGEND

INTERIOR	OTHER LEASED PREMISES
OTHER TENANT LEASED PREMISES	COMMON AREA
COMMON AREA	BUILDING SYSTEMS
EXTERIOR	OTHER LEASED PREMISES
COMMON AREA	OTHER TENANT LEASED PREMISES
COMMON AREA	



TOTAL AREA - 105,106 SF

ALY 12,205 - RTB

RECORDED

MAR 12 2007

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
CITY RECORDER

This Assignment, Assumption and Consent Agreement ("Agreement") is hereby entered into this 12 day of March 2007 by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah (the "City"), and Greyhound Lines, Inc., a corporation organized under the laws of the Delaware ("Greyhound"). UTA, the City and Greyhound are hereafter collectively referred to as the "parties" and any of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the City and Greyhound entered into an August 2, 2005 Lease Agreement (hereafter collectively the "Lease");

WHEREAS, the Lease provided for Greyhound's lease of exclusive and common areas for a bus maintenance and passenger station facility at the Salt Lake City Intermodal Terminal, located at approximately 600 West 300 South in Downtown Salt Lake City (the "Intermodal Hub");

WHEREAS, effective the date of this Agreement, the City has conveyed the Intermodal Hub (including the real estate subject to the Lease) and the underlying real estate to UTA;

WHEREAS, the City is willing to assign and delegate all rights and obligations under the Lease, and UTA is willing to accept and assume all such rights and obligations; and

WHEREAS, although not required under the Lease, Greyhound consents to the assignment described herein.

AGREEMENT

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

1. Assignment and Assumption. The City hereby assigns and delegates and UTA hereby accepts and assumes all rights and obligations of the City under the Lease. The Assignment shall be effective as of the date set forth above. Hereafter, UTA shall be solely responsible for all obligations and requirements allocated to the City under the Lease, and UTA shall be the sole beneficiary of all rights and obligations allocated to Greyhound under the Lease. Greyhound hereby releases the City from all obligations and liability accruing under the Lease.
2. Consent to Assignment. Greyhound hereby consents to the assignment of the Lease as set forth in this Agreement.
3. Payment of Rent and Other Obligations. Any rent payments or other obligations payable by Greyhound under the Lease shall be delivered in accordance with the Agreements and to the following address:

Utah Transit Authority
Attn: Property Administrator – Intermodal Hub
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

4. Notices. Any notices or other communications deliverable by Greyhound under the Lease shall be provided in accordance with the Agreements to the following addresses:

Utah Transit Authority
Attn: Deputy Chief – Asset Management and Business Development
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

5. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
6. Other Provisions. Except as specially amended by this Agreement, all terms, conditions and provisions of the Lease shall continue unmodified and in full force and effect.

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

UTA

THE CITY

UTAH TRANSIT AUTHORITY

SALT LAKE CITY CORPORATION

By: [Signature] 10-20-06
John English, General Manager
JERRY R. BENSON (ACTING)

By: [Signature]
Ross C. Anderson, Mayor

By: [Signature]
Michael Allegra, Chief Capital Development Officer

ATTEST AND COUNTERSIGN:
By: [Signature]
Chief Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY:

[Signature]
UTA General Counsel's Office



[Signature]
Senior City Attorney

GREYHOUND LINES, INC

RECORDED

MAR 12 2007

By: [Signature]
~~Stephen Gorman~~
~~President and Chief Executive Officer~~
Chris J. Ensenberger
Vice-President, Real Estate/Facilities

CITY RECORDER

Approved as to form
By: [Signature]
Attorney 9/11/06



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Todd Mills, Senior Supply Chain Manager

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• <i>Environmental review and design of Frontrunner South double tracking</i> This is a procurement to establish a contract with an engineering firm to assist UTA with environmental review and conceptual design of FrontRunner double-tracking on the FrontRunner South corridor. Based on the Future of FrontRunner study, the segments between the South Jordan and Draper stations, and between the Lehi 2100 North and S-Curve, were identified as priority segments for double track to improve the reliability of service. The environmental review and conceptual design are needed to make these project shovel-ready to apply for construction funding. This will be procured using Federal procurement requirements for future Federal funding opportunities, and the projects are included in the five-year Capital budget. This will be procured as an RFP, where selection will be based on the firm's qualifications in addition to price. (Req. 8572)• <i>JD Edwards Software Support & Maintenance</i> This is a sole-source procurement with Oracle America, Inc. to provide software support, maintenance, and updates for our Enterprise Resource Planning (ERP) System. JD Edwards is the backbone of UTA data and information processing and is used in areas such as Accounting, Asset Management, Human Resources,

Maintenance, Property Management, and Supply Chain. Oracle is the Original Equipment Manufacturer (OEM) for this software and is the only vendor that can provide this level of support and updates. This contract will have a base term of three years, with two one-year options for renewal and has been included in the IT budget. (Req. 8711)



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

BOARD MEETING DATE: October 21, 2020

SUBJECT:	South Salt Lake County Microtransit Pilot Report Q3 and Survey Results
AGENDA ITEM TYPE:	Discussion Item
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 geofenced service area in the cities of Bluffdale, Draper, Herriman, Riverton, and sections of Sandy and South Jordan. Operating hours are Monday – Friday from 6 am to 9 pm. In addition, 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 in providing joint customer service and marketing services.</p>
DISCUSSION:	<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 that 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, the Innovative Mobility Solutions Department (IMS) will make a recommendation regarding the future of the microtransit and other UTA services within South Salt Lake County.</p> <p>IMS is presenting to the Board of Trustees an update regarding the performance of microtransit services and COVID-19 impacts for the third quarter operations of the pilot, June 2020 through August 2020. Discussion topics include:</p>

	<ul style="list-style-type: none">• Quarterly trends and performance• Customer and stakeholder survey results• Incorporation of FAREPAY and electronic fare media into the Via app• Next steps
ALTERNATIVES:	N/A
FISCAL IMPACT:	N/A
ATTACHMENTS:	<ol style="list-style-type: none">1) UTA Q3 Microtransit Pilot Project Evaluation Report2) Microtransit Survey Results and Analysis Report

UTAH TRANSIT AUTHORITY QUARTERLY MICROTRANSIT PILOT PROJECT EVALUATION

SOUTH SALT LAKE COUNTY, 3RD QUARTER OPERATIONS
FOR THE MONTHS OF JUNE 2020 / JULY 2020 / AUGUST 2020

Prepared by UTA Innovative Mobility Solutions Office



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: Q3 UPDATE




In the third quarter of the Pilot, hundreds of riders continued to use the Microtransit service for thousands of essential trips during the COVID-19 outbreak. Total rides increased by 2% over Q2 which is a positive trend given summer months typically deliver lower UTA ridership trends. With an extra service day in Q3, daily ride averages held steady at 169 per day. Top learnings at this stage are:

- After dipping in July, August ridership picked up again in step with UTA system wide trends
- Utilization increased by 42% with more efficient aggregation of riders
- Cost per rider fell by 11% as ridership increased and driver hours were reduced to help optimize the service

Figure 1: Key Performance Indicators (KPIs)

Pilot Objective	Metric	Q1	Q2	Q3
Ridership	Total ridership	19,891	10,962	11,176
	Avg. weekday ridership	316	169	169
	Utilization ¹	1.88	1.02	1.18
Customer Experience	Avg. wait time (minutes)	11	10	10
	Avg. customer rating ²	4.8	4.8	4.8
Overall Performance	Cost per rider	\$19.10	\$34.30	\$30.61
	Public support	✓	✓	✓
	Days of operation	63	65	66

Key:

	= On target		= Approaching target		= Not on original, pre-COVID target
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¹ Utilization – Average riders per hour per vehicle

² 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 the impact on hospitals.³ 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.⁴



IMPACT TO UTA⁵

As part of the ongoing effort to limit the spread of the COVID-19 virus and ensure fiscal responsibility, UTA implemented temporary service reductions from April through August. 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:

- Requiring passengers to wear a face mask
- Installation of plexiglass partitions between drivers and passengers
- 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 -59% in July and by -60% in August 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
- Installation of plexiglass partitions between driver and riders
- Daily cleaning and disinfecting of all vehicles



Like other UTA services, the Microtransit Pilot ridership declined significantly due to COVID-19. This has made it difficult to achieve the original ridership and ridership-related metrics.

³ Utah COVID-19 response website: <https://storymaps.arcgis.com/stories/cabf07b39a6046ee992f1630949a7c80>

⁴ WFRC report: <https://docs.google.com/document/d/1yfrLHwpmEERRZzXZd-3uATTIUv-ZBLd7vIODi8gmCi0/edit>

⁵ 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> ⁶
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 Q3 public support for the Pilot can be inferred from rider survey responses, generally positive feedback from riders and sustained, recovering ridership numbers. The Pilot team aims to build on this support through continued community outreach and quality service delivery.

⁶ See Cost Effectiveness Figure 11 on Page 8 for details

QUARTERLY PERFORMANCE DETAIL

Figure 2: Q3 Data Table

Pilot Objective	Metric	Goal	JUN 2020	JUL 2020	AUG 2020	Q3 Total	Q3 WAV ⁷ Only
Ridership	Total ridership	N/A	3,556	3,557	4,063	11,176	331
	Avg. weekday ridership	350 - 450 (at 6 months)	162	155	193	169	5
	Avg. riders per hour per vehicle (utilization)	2.5 - 4.5 (at 6 months)	1.1	1.1	1.5	1.18	N/A
	WAV request %	2% - 5%	3.1%	3.4%	2.4%	N/A	3.0%
	First mile / last mile connections to transit	25%	35%	29%	31%	N/A	N/A
	Shared rides %	25% (at 6 months)	9%	9%	16%	N/A	N/A
Customer Experience	Avg. customer rating	4.8 out of 5.0	4.89	4.84	4.80	4.84	4.84
	Average wait time	< 15 minutes	9	9	12	10	11
	On time pick up %	95%	94%	93%	91%	93%	89%
	Avg. minutes per ride	N/A	10	10	11	10	11
	Avg. miles per ride	N/A	3.8	3.9	3.9	3.9	3.1
	Avg. travel time	< 3 minutes per mile	2.6	2.6	2.8	2.6	3.5
Overall Performance	Operating cost ⁸	\$486,806 (Q3 Budget)	\$119,302	\$121,143	\$101,628	\$342,074	N/A
	Operating hours	13,222 (Q3 Budget)	3,378	3,354	2,719	9,451	N/A
	Operating miles	N/A	40,139	39,530	39,928	119,597	N/A
	Cost per hour	\$36.82 (Q3 Budget)	\$35.32	\$36.12	\$37.38	\$36.20	N/A
	Cost per rider	< \$13.08	\$33.55	\$34.06	\$25.01	\$30.61	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	4%	5%	3%	5%	32%
Fares from credit cards ⁹	N/A	\$2,228	\$2,494	\$2,426	\$7,148	N/A	

⁷ WAV – Wheelchair Accessible Vehicle. Three of the 17 total Via vehicles are WAVs.

⁸ Operating cost – Fully allocated; includes operating and capital costs. Excludes marketing expenses.

⁹ Fares from credit cards – Includes credit card, debit card, Apple Pay and Google Pay.

PRIDERSHIP

Average weekday ridership held steady in Q3 even with the health crisis. At the end of Q3, August weekday ridership recovered slightly and increased by 25% over July as shown in Figure 3. Similarly, utilization rose by 42% compared to Q2. As seen in Figure 4, the percentage of **shared rides** was stable at 9% in June and July, then picked up modestly to 16% in August even with social distancing. Given social distancing requirements and configured limits to 3 riders per vehicle, it is not currently possible to meet the pre-COVID **utilization** target.

Figure 3: Monthly Avg. Weekday Ridership

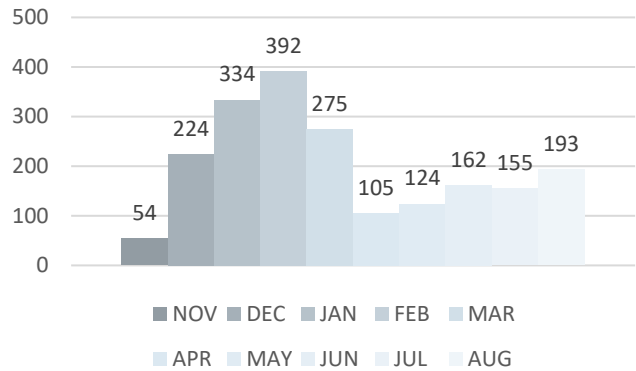
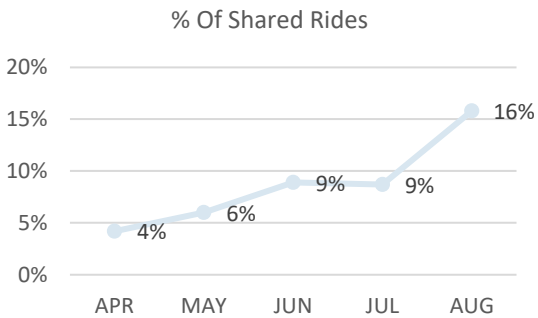


Figure 4: Shared Rides



As shown in Figure 5, an average of 5 trips per day were WAV requests. Figure 6 reveals that most riders took interlocal trips in Q3. Figure 7 displays the top origin and destination points during the second quarter of the Pilot. 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 5: Trips on WAVs

	JUN	JUL	AUG		JUN	JUL	AUG
Total Rides WAV	112	121	98	First Mile / Last Mile	35%	29%	31%
Avg. Weekday WAV Riders	5	5	5	Interlocal Trips	65%	71%	69%

Figure 6: Trip Connections

Figure 7: Top Locations in Q3

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

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 36% of riders rated their trips in the third 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 112 total comments logged, mainly through Via’s app. Figure 8 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.

Figure 8: Customer Feedback by Category

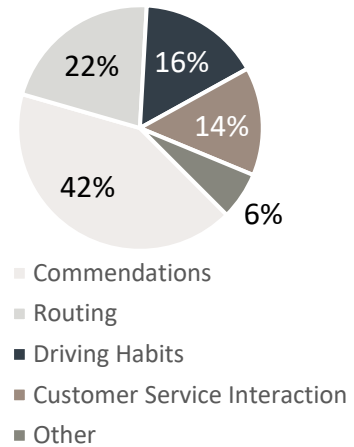
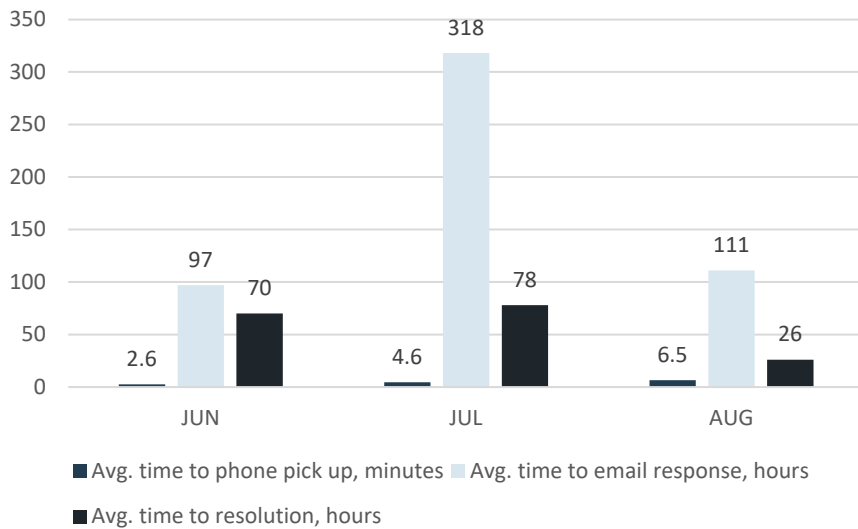


Figure 9: Sample Rider Feedback by Category

Sample Comment	Category
“Best driver you guys have!” “He went out of his way to be kind.” “First time I ever heard of VIA, but it will not be the last time I use it.” “Van helped me get my missing bag back!” “The driver was there promptly and greeted me warmly....”	Commendations
“She never showed up to my spot and made me super late to work.”	Routing
“Driving with one hand on the steering wheel?? Not safe.”	Driving Habits
“...suggested having VIA expanded to service the ski resorts”	Level of Service
“Could have turned on the air conditioner. It's very hot. It's summer.”	Customer Service Interaction
“The customer is calling in for a new reduced fare code for VIA...” “It wasn't me they picked up.”	Other

When customers need to book a ride over the phone or resolve a problem, they dial into a Via-operated call center. Due to the recent volatility in demand, Via’s team has been optimizing their call support team. Figure 10 shows that average phone pick-up times increased slightly throughout Q3 due to staffing adjustments. After higher than normal resolution times in July, service levels have improved.

Figure 10: Via Customer Call Center Service Levels



“This guy. Ah! The best. Pay him more.” – Customer comment June 9th

“He took his time to wait so i can take a bit of my groceries into my home!!!! :D Very much appreciated!!!! :D” – Customer comment July 14th

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 and enhanced cleaning routine costs, total operational costs in Q3 averaged \$36.20 per hour which compares favorably to a UTA benchmark system cost of \$45.93 per hour as shown in Figure 11.

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, and 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 Q3 the Pilot averaged \$36.20 per rider as shown in Figure 11.¹⁰

Figure 11: Cost Effectiveness Tracking

	PILOT TARGET	PILOT Q1	PILOT Q2	PILOT Q3	UTA BENCHMARK	BENCHMARK BASIS
COST PER RIDER	< \$13.08	\$19.10	\$34.30	\$30.61	\$16.35	UTA Flex Route Bus
COST PER HOUR	\$36.82	\$36.18	\$35.07	\$36.20	\$45.93	UTA System
COST PER MILE	N/A	N/A	N/A	N/A	N/A	UTA System

The Pilot finished Q3 under **budget** by 3,771 hours and -\$144,732 (-26%). Cost savings are due to the Pilot’s ability to reduce hours as customer demand remained steady but at lower levels due to the health crisis. Cumulative Pilot operations tracking for the first three quarters shows a total of -8,189 hours and -\$332,881 under budget.

¹⁰ 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.

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.¹¹ 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. Q3 Flex Route performance data indicates a year over year 70% total reduction in ridership across routes F504, F518, F534, F546, and F547. Route F534 has been suspended since April, and frequency on other routes is reduced due to COVID-19. Rider survey data, covered in a separate report, shows that nearly half (43%) of microtransit riders have taken Flex Route trips before. Likewise, the ridership numbers confirm that some UTA customers are changing modes as microtransit ridership continues to increase.

Figure 42: Selected Flex Route Trends

	JUN	JUL	AUG	Q3 TOTAL
LAST YEAR	JUN 2019	JUL 2019	AUG 2019	
F504	1,788	1,806	1,982	
F518	1,606	1,668	1,684	
F534	320	356	362	
F546	1,612	1,658	1,473	
F547	2,144	1,972	2,293	
FLEX ROUTE RIDERSHIP	7,470	7,460	7,794	22,724
THIS YEAR	JUN 2020	JUL 2020	AUG 2020	
F504	753	637	809	
F518	586	479	495	
F534	0	0	0	
F546	555	477	547	
F547	516	470	593	
FLEX ROUTE RIDERSHIP	2,410	2,063	2,444	6,917
YEAR OVER YEAR FLEX ROUTE RIDERSHIP CHANGE	-5,060	-5,397	-5,350	
% CHANGE	-68%	-72%	-69%	
FOR COMPARISON, Q3 MICROTRANSIT RIDERSHIP	3,556	3,557	4,063	11,176

¹¹ 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 on page 2 and the Pilot Objectives on page 3.

The majority (71%) of riders **pay** with a UTA pass, ticket, or transfer as shown in Figure 13. Credit card payment (27%) includes credit cards, debit cards, Apple Pay, and Google Pay. Free and promotional fares (1%) include free ride credits tied to a single-use promotional code and fares waived to smooth out customer service issues.

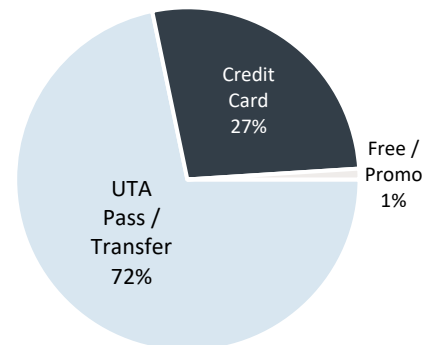
The Pilot’s **safety** goal is less than one unavoidable accident per 100,000 miles.

In the third quarter of Pilot operations there were zero unavoidable accidents over 119,597 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 third quarter, an average of 3% of Pilot riders requested WAVs reaching the quarterly 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 WAV customers are receiving an equivalent customer experience. In the second quarter, the service achieved equivalent customer satisfaction scores at 4.84 out of 5.00. The average wait time for WAVs was one minute longer at 11 minutes and still below the 15-minute goal. On time pickup rates were less reliable at 89% for WAVs compared to 93% overall.
- **CAT committee feedback** – Due to COVID-19, some interaction with the Committee for Accessible Transportation (CAT) was temporarily curtailed. Outreach efforts in Q4 will include gathering CAT feedback on the Via app.

Figure 53: Q3 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.

In the third quarter, Via and UTA invited riders to participate in an online **survey**. Eighty-six riders answered the survey questions regarding their travel choices, satisfaction with the Pilot, COVID-19, and demographics. A summary of rider responses is available in a separate report.

CHALLENGES

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

- **Paratransit connections.** Via is preparing to fully support transport of paratransit connection customers starting on November 1st. The team has scheduled internal testing late September and mid-October to begin testing with riders. The team has also identified WAV capacity issues and has up fitted two vans with wheelchair ramps to increase capacity.
- **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. Via is working on providing their driver partners with online access to DSPD training and is exploring any ways to streamline the certification process.
- Other Pilot challenges include fare reconciliation, refining the routing and ETAs, pick up / drop off points, and ongoing driver training.

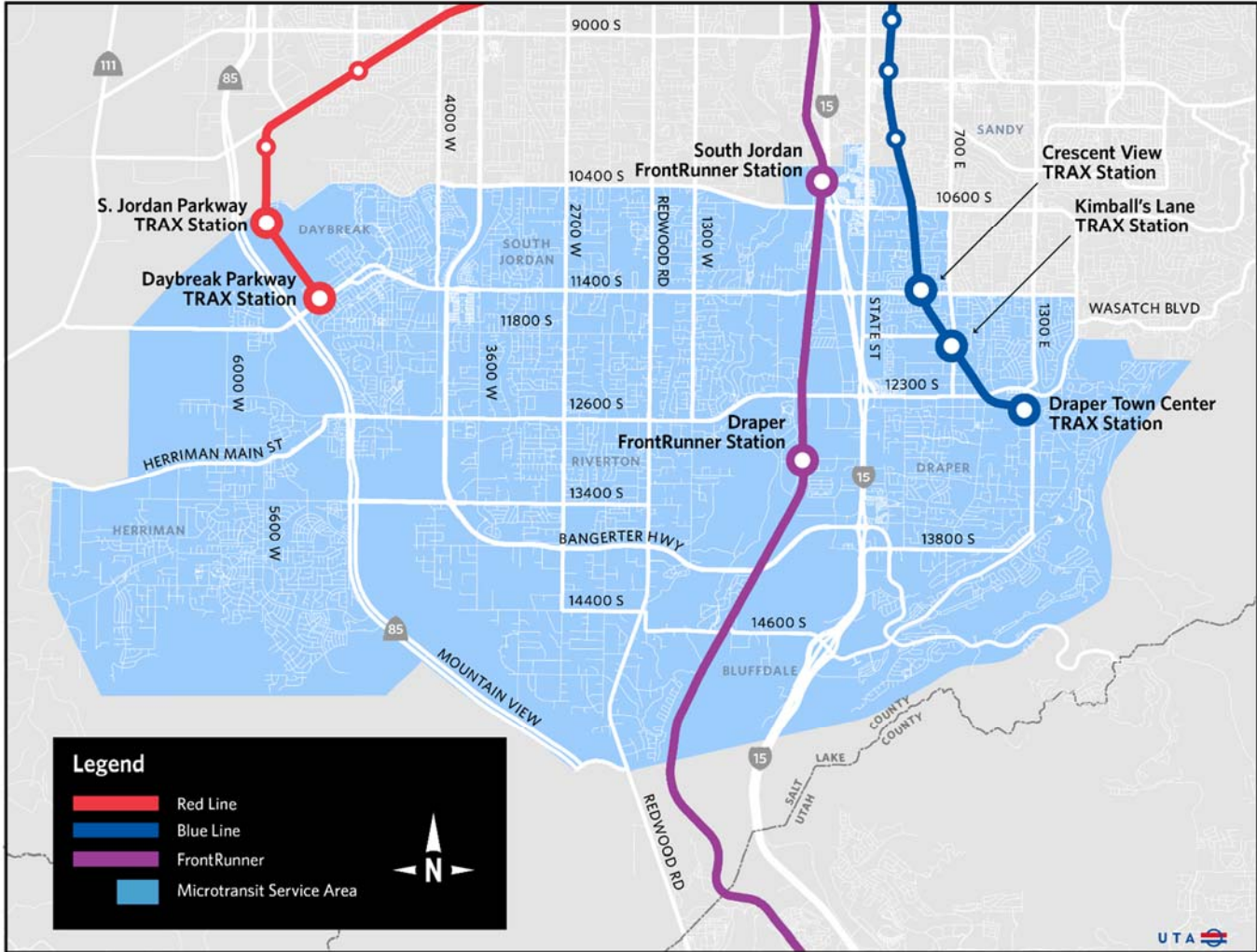
NEXT STEPS

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. Priorities over the next quarter include:

- 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? In addition, the Pilot team plans to review multiple survey findings and related comments with Via to develop a list of actionable items for improvement.
- In the fall with newly developed software features, resume testing of **paratransit connections** to make timed transfers between Via and Paratransit vehicles at designated service points. This is a critical component of the Pilot.
- Throughout the third quarter the Pilot team has been developing integration for **FAREPAY and electronic fare cards**. This enhancement is nearing completion and implementation. Communication plans are being developed now to support Via app changes targeted for late September.
- With an eye toward continuous safety improvements, UTA and Via will be piloting in-cabin **cameras and telematic systems** that can improve driver and rider safety, detect harsh and sudden movements, and gather data to coach and improve driving skills and reduce collisions.
- The **contract** with Via has a base term of one year, with two options to extend for two additional years. The Pilot team is recommending that the Pilot be extended from November 20, 2020 through the August 2021 change day for continued Pilot evaluation and testing.

APPENDIX A

PILOT SERVICE AREA



Microtransit Survey Results & Analysis Report

1 EXECUTIVE SUMMARY

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.

Measuring public support is a key component of the Microtransit Evaluation Plan to make data-driven decisions about the Pilot and Flex Routes in the service area. This effort includes collecting qualitative data to learn more about microtransit riders. While there is plenty quantitative data for the Pilot, there are fewer sources for qualitative data outside of a customer rating and a customer comment system. The Pilot team needed information about switching behavior, demographics, and customer preferences, therefore a rider survey was initiated in July of 2020.

A total of **86 responses** were received from a target population of 1,630 microtransit riders. Feedback was largely positive. Key learnings include:

- The Pilot has been successfully introduced to the UTA customer base since nearly all (98%) of respondents were already UTA riders
- Usually microtransit trips replaced driving (24%) and Lyft/Uber rides (21%)
- Nearly half (43%) of respondents have used UTA FlexRoutes at some point
- High customer satisfaction scores and many positive comments (88%) indicate a strong level of public support to continue the Pilot
- Adding more coverage area, weekend service, and more hours are the enhancements respondents want most

These findings should be considered as microtransit service evolves at UTA, understanding that it is a beneficial service especially in underserved areas that **improves mobility and access**. Both previous and recent riders would like to see microtransit service continue and expand as possible.

In addition, the Pilot team reviewed feedback from four related surveys that reached out to different populations. These efforts yielded similar observations and are summarized in the appendix.

2 SURVEY BACKGROUND AND METHODOLOGY

The goal of this survey effort was to learn more about microtransit riders to make data-driven decisions about the Pilot and Flex Routes in the service area.

Responses were collected over two weeks from July 27, 2020 through August 7, 2020. The survey yielded 86 total responses consisting of 46 (53%) previous riders and 40 (47%) recent riders. The response rate was 5% based on 1,459 email messages and 171 Via app pop-ups. Results have a 95% confidence ratio with a 10% margin of error.

The Pilot team referenced the microtransit evaluation framework in developing the questionnaire. The survey effort used only online – not in person – questionnaires due to COVID-19. Questions to answer included:

- Are customers switching to microtransit from Flex Routes? If so, what percentage is switching?
- How do microtransit riders feel about the Pilot? What improvements do customers want most?
- What do riders think about UTA's response to COVID-19?
- Who is using microtransit? What is a typical user profile?

The same survey questionnaire was provided separately to two target groups based on usage to uncover any significant differences:

- Previous riders – Customers who used the service before April 1, 2020 and not since then.
- Recent riders – Customers who used the service on or after April 1, 2020 OR who are using the service right now.

Surprisingly, there was not a significant difference between previous riders and recent riders. All questions can be filtered to observe the two groups independently.

CAVEATS

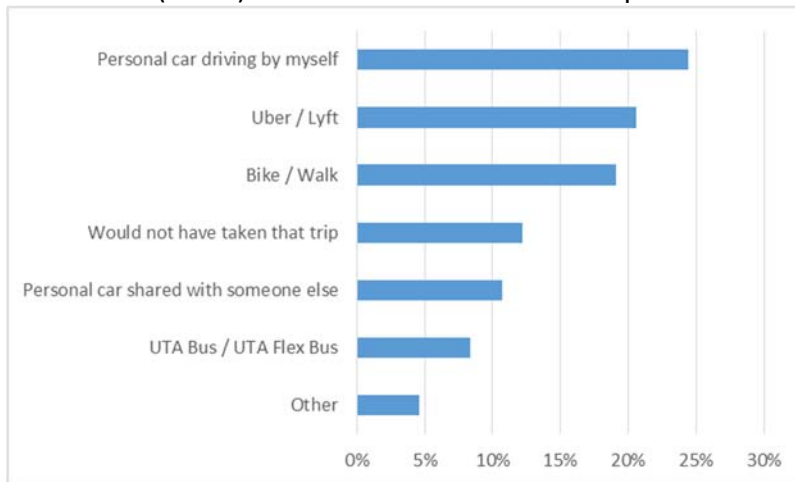
- All respondents were a self-selected survey group. Microtransit riders that value the Pilot and want it to continue may be more likely to complete the survey which could positively skew the results.
- The Pilot team would have liked a higher response rate for greater accuracy. Originally the aim was to collect 152 survey responses for a 95% confidence level with a 5% margin of error. With only 86 responses the results have a 10% margin of error.

3 MICROTRANSIT SURVEY SUMMARY RESULT SUMMARY

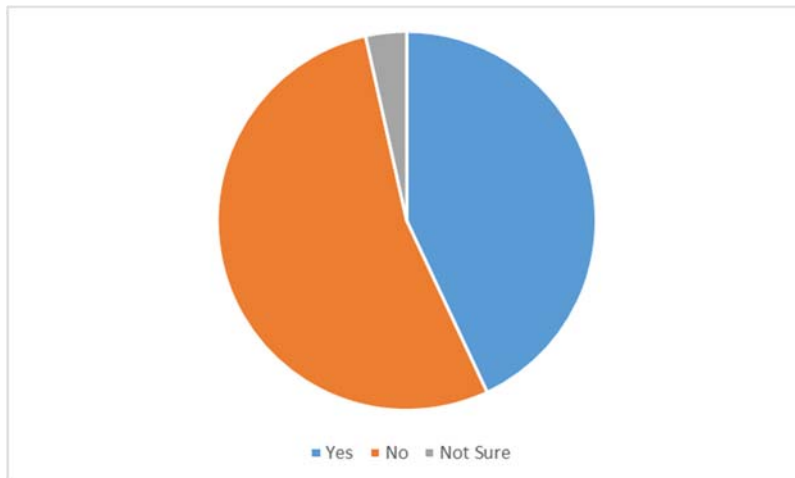
3.1 SECTION 1: ARE PEOPLE SWITCHING?

These questions attempt to discover if customers are switching to microtransit from other modes including UTA Flex Routes. If so, what percentage is switching?

- **Think about the last trip you took using UTA OnDemand by Via. How would you have taken that trip if UTA On Demand by Via was not an option?** – The greatest number of respondents used Via to replace solo personal car trips (24%) or Uber / Lyft rides (21%). About 12% (1 in 8) would not have taken the trip without Via as an option. (N=131)¹



- **Have you ever ridden a UTA Flex Route Bus (Route Deviation Bus) in your neighborhood? (Examples are the F547, F518, etc.)** – Nearly half (43%) of respondents have tried UTA FlexRoutes in the zone. This indicates that a significant number of riders switched from Flex Routes to microtransit at least for some trips. (N=86)



¹ N refers to the number of responses to each question. In this case, multiple responses were allowed, and 86 people gave 131 responses.

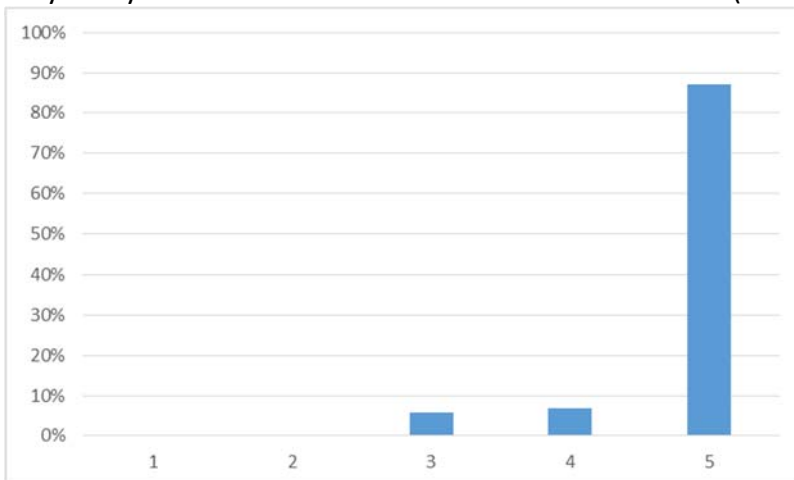
- **Have you ever ridden any UTA services (TRAX, FrontRunner, etc.) before UTA OnDemand by Via?** – The Pilot service has apparently saturated the UTA customer base since 98% of respondents were already UTA riders. The Pilot team may consider how to attract new riders in the future.² (N=86)



3.2 SECTION 2: CUSTOMER PREFERENCES

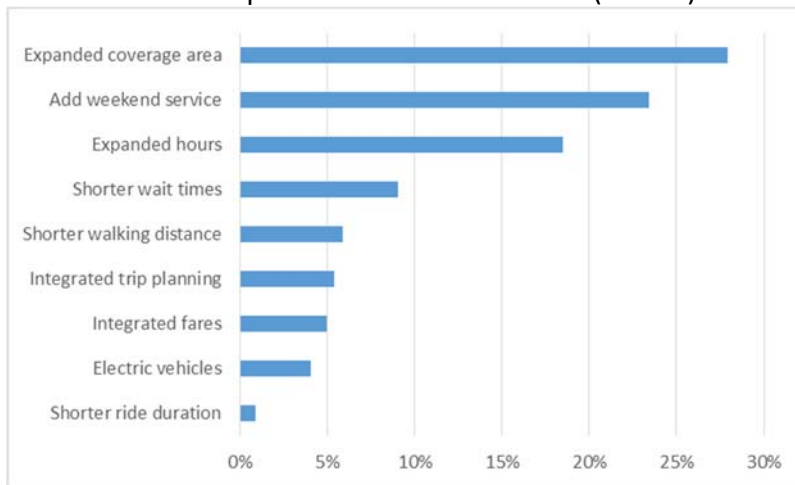
This section aims to discover how microtransit riders feel about the Pilot and what improvements riders want most.

- **How likely would you be to recommend UTA OnDemand by Via to a friend? (On a scale of 1 to 5, with 1 being Very Unlikely and 5 being Very Likely).** – The average score was 4.8 which translates to 9.6 on a 10-point Net Promotor Score (NPS) scale. The Pilot team may study how this score relates to other UTA services. (N=86)



² Note that current UTA riders may feel more comfortable completing UTA surveys and may be overrepresented in these responses. It could be useful to have a standard definition of new UTA riders going forward. If possible, future pilots may ask riders this question in the account set-up phase for a potentially more accurate count of new UTA customers.

- **What is the main reason for your rating in the previous question?** – The top 5 themes include 1) Convenience, 2) Affordability, 3) Generally Good, 4) Accessibility, and 5) Easy. See details in the Qualitative Analysis.
- **Were there any aspects of the service that were confusing?** – The top 3 themes include 1) No/None, 2) Pick-up/Drop-off Locations, and 3) Communications. See details in the Qualitative Analysis.
- **UTA is trying to understand rider priorities given that resources are tight. The following are potential future service enhancements to UTA OnDemand by Via - what are your top 3?** – Expanding the coverage area, adding weekend service, and more hours are the enhancements respondents want the most.³ (N=222)

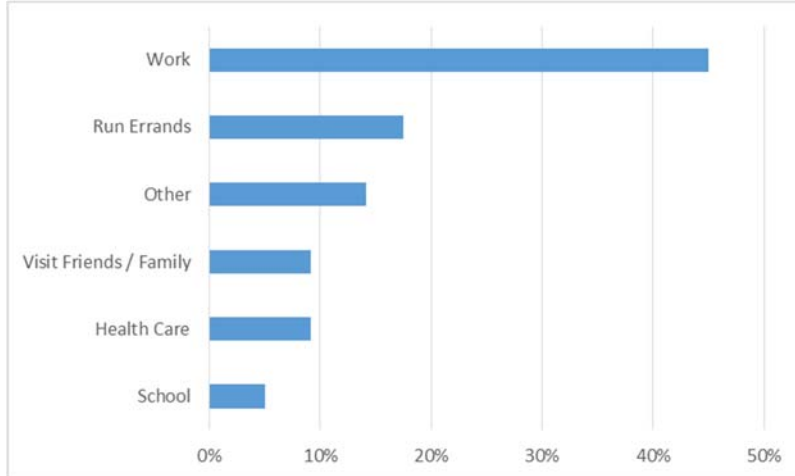


³ Based on this feedback and using other evaluations in progress, the Pilot team may explore data to recommend when or where the current service could expand. Another implication is the need to plan for how any future adjacent zones may interact with the current zone.

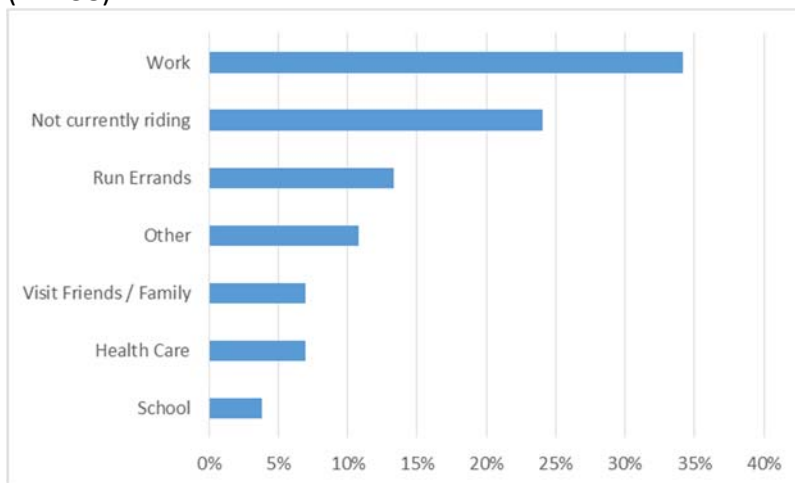
3.3 SECTION 3: COVID-19

These questions mirror UTA's May 2020 system-wide rider survey that focused on the agency's response to COVID-19. They were asked to better understand how microtransit riders are responding to the health crisis.

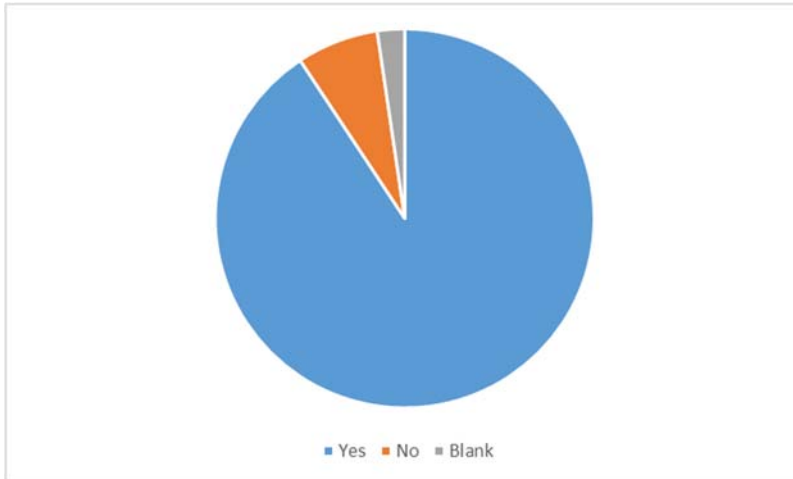
- **Prior to COVID-19, I typically rode UTA OnDemand by Via to:** – Most usage is for commuting to work (45%), then for running errands/shopping (18%). (N=120)



- **The reason I am riding UTA OnDemand by Via during the current COVID-19 crisis is travel to:** – About a quarter of respondents (24%) stopped riding to work due to COVID. Otherwise respondents haven't significantly changed why they travel on microtransit. (N=158)

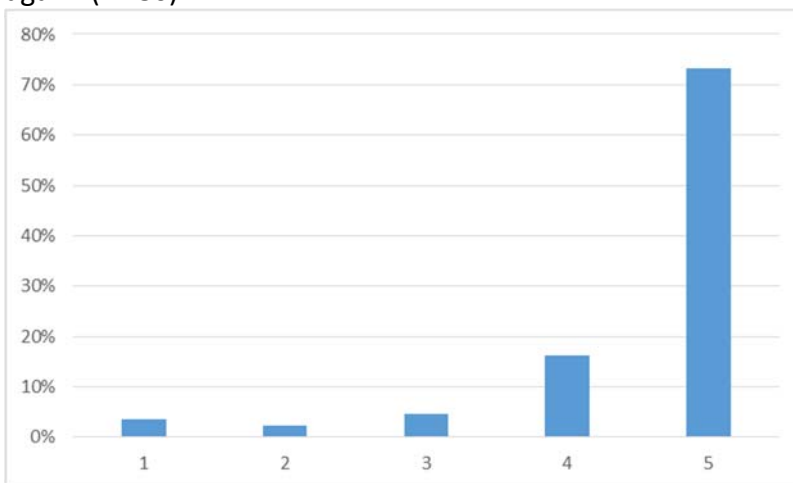


- **Are you aware of actions UTA OnDemand by Via has taken to improve rider safety during COVID-19?** – Almost everyone surveyed (91%) said they're aware. (N=86)



- **What additional actions do you think UTA OnDemand by Via should take?** – The top 3 themes include 1) None, 2) Generally Good, and 3) Unsure. See details in the Qualitative Analysis.

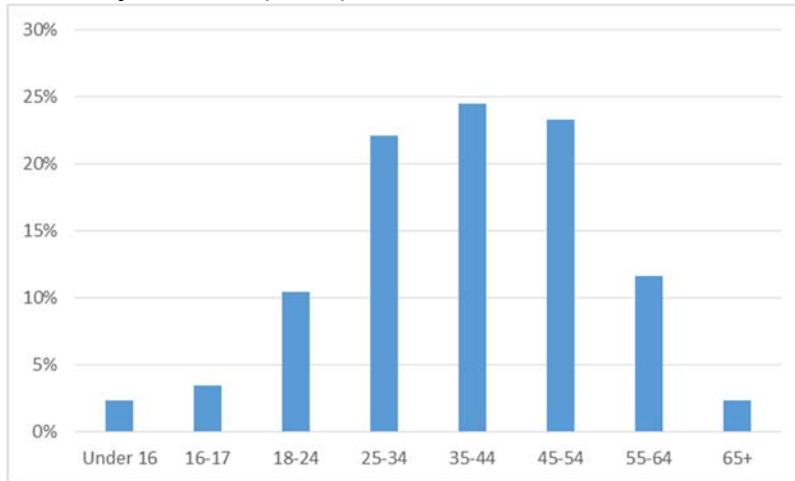
- **When you return to your normal schedule and work/school location, how likely are you to use UTA OnDemand by Via again? (On a scale of 1 to 5, with 1 being Very Unlikely and 5 being Very Likely)** – Almost all (90%) said they're likely or very likely to use Via again. (N=86)



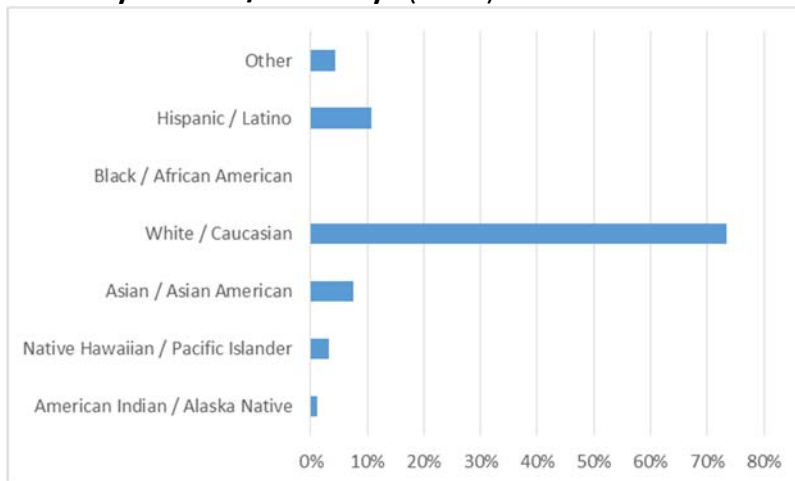
3.4 SECTION 4: DEMOGRAPHICS AND TITLE VI

This section asked standard Title VI questions to assist UTA staff with equity analysis. It also attempted to answer who is using microtransit and what is a typical user profile. According to the data, a typical user is age 35-44, white, and living in a 2-person household earning between \$100,000 - \$149,999.

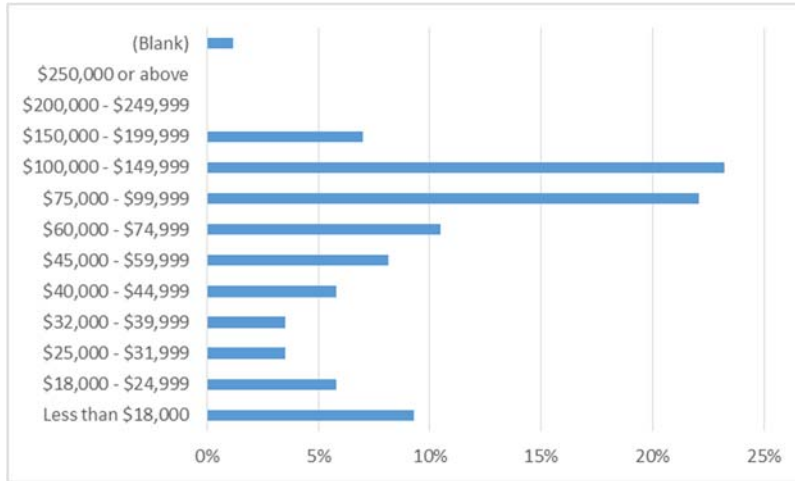
- **What is your AGE? (N=86)**



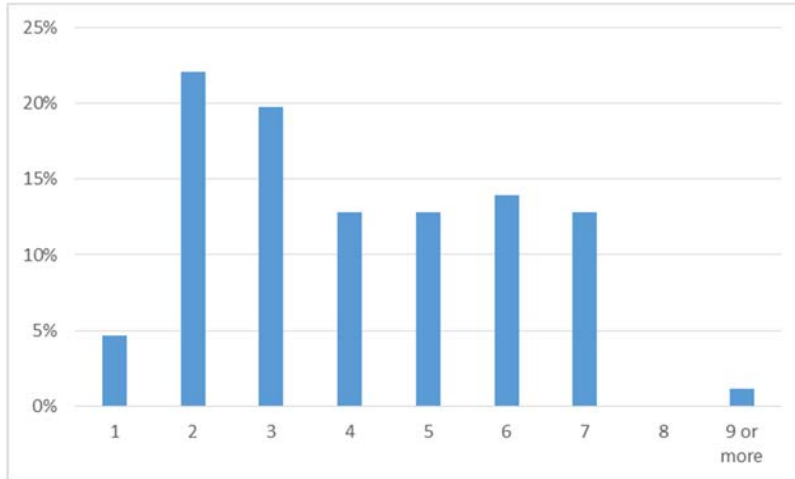
- **What is your race / ethnicity? (N=94)**



- Which of the following best describes your TOTAL ANNUAL HOUSEHOLD INCOME in 2019 before taxes? (N=86)



- Including YOU, how many people live in your household? (N=86)



- Do you have any other comments, questions, or concerns? – The top 3 themes include 1) None, 2) Commendations, and 3) Expanded Service. See details in the Qualitative Analysis.

4 MICROTRANSIT SURVEY QUALITATIVE ANALYSIS

The UTA On Demand by Via Microtransit Survey of previous and recent riders included four open-ended, or qualitative, response options. The following summary provides a thematic analysis and direct quotes from the participant feedback. Each section includes a word cloud to visually depict theme popularity approximately by font size and word prominence. Themes are ordered from most to least mentioned. With a manageable sample size, we are able to include analysis on all comments, even those with less common themes. This report includes a comprehensive representation of comments in order to provide a thorough assessment of public input on this new and innovative transit service.

4.1 SECTION 1: RATING OF UTA ON DEMAND BY VIA SERVICE

The first open-ended question followed a rating of the UTA On Demand by Via service. Comments were first categorized as “Positive” or “Negative” and within those overarching categories were assessed for distinct themes. Positive comments far outweighed negative (77 and 10, respectively) in this section, suggesting the community is highly supportive of the Via service. A few comments included both positive and negative sentiments.

What is the main reason for your rating in the previous question?

Comments: N=83

The top 5 themes include 1) **Convenience**, 2) **Affordability**, 3) **Generally Good**, 4) **Accessibility**, and 5) **Easy**.



4

⁴ Note: Word clouds were created using wordart.com.

Positive Themes:

(Theme mentions = 130, 77 total positive comments)⁵

Theme	Description	Feedback
Convenience (N=43)	Comment mentions convenience characteristics of Via, including convenient, flexible, on-demand, right to your door, good pick-up and drop-off locations, etc.	<p><i>"Via is incredibly convenient"</i></p> <p><i>"It's very reliable and convenient, especially when you don't have access to a vehicle yourself."</i></p> <p><i>"It's a useful way to solve the last-mile problem."</i></p>
Affordability (N=20)	Comment mentions positive cost characteristics of Via, including affordable, cheap, low-cost, included in transit pass, etc.	<p><i>"Via is fast, easy, and drops me off right where I need to be, all for FAR less than Uber or Lyft. What's not to like?"</i></p> <p><i>"Via was easy and affordable. It really fit my needs."</i></p>
Generally Good (N=15)	Comment refers generally to Via service being good, great, effective, that they like/love it, etc.	<p><i>"I have had nothing but great experiences riding in the Via vans. I think it is a great service!"</i></p> <p><i>"[I] have recommended it to others"</i></p>
Accessibility (N=13)	Comment mentions access, including increased coverage, first/last mile connections, increased availability in underserved areas, options for those with no other modes of transportation, etc.	<p><i>"Via is a great service and very helpful for people without other transportation. It's also very good where there is limited bus service like the southwest corner of the valley."</i></p> <p><i>"It really solves the last-mile problem. I also like that my teens that cannot drive yet can get around town."</i></p>
Easy (N=12)	Comment mentions Via service is easy, easy-to-use, user-friendly, etc.	<p><i>"It is easy and fast. They pick me up close to work and drop me off close to my home with no problems."</i></p> <p><i>"It's [an] easier way than walking 30 mins to the bus."</i></p>
Fast (N=7)	Comment mentions positive speed characteristics of Via, including fast, efficient, quick, etc.	<p><i>"Flexible, fast, and friendly!"</i></p>

⁵ Some of the 77 comments mentioned multiple ideas resulting in a count of 130 distinct themes.

Drivers (N=5)	Comment mentions Via drivers positively, including friendly, courteous, etc.	<i>"UTA OnDemand is like a gift from heaven! The drivers are nice and the service has been quite dependable."</i>
App (N=4)	Comment mentions the app, including positive features of the app for ride tracking, information, scheduling, etc.	<i>"The Via app makes it very easy to use the service, and it provides plenty of information about my ride."</i>
Dependable (N=4)	Comment mentions Via service is reliable, dependable, etc.	<i>"If I missed my shuttle on Trax I was still able to not be too late for work."</i>
Timeliness (N=3)	Comment mentions Via service is timely, on-time, etc.	<i>"Great timely service."</i>
High Value (N=2)	Comment mentions that Via is a valuable service.	<i>"I think it is a great value. And an excellent service for local travel."</i>
Clean (N=1)	Comment mentions Via vehicles are clean.	<i>"The times I have used Via, it has been quick, clean vans, friendly drivers."</i>
Safe (N=1)	Comment mentions Via service is safe.	<i>"It's a convenient and safe ride share option."</i>

Negative Themes:

(Theme mentions = 11, 10 total negative comments)

Theme	Description	Feedback
Pick Up/Drop Off Locations (N=3)	Comment mentions a lower rating due to inconvenient or unpredictable pick up and drop off locations.	<i>"Pick up locations were confusing since the map function to get there is weird."</i>
Wait Times (N=2)	Comment mentions a lower rating due to long wait times for Via service.	<i>"Sometimes you have to wait a bit for the ride"</i>
Communication (N=2)	Comment mentions a lower rating due to limitations in communication from driver, customer service, etc.	<i>"Downside, when I have tried to call or contact the driver it goes to the voice mail. Also, emails for customer service take a while to be answered."</i>
Peak Times (N=1)	Comment mentions a lower rating due to difficulties getting a ride during busy times.	<i>"When busy they just won't accept bookings and they leave you stranded."</i>
Timeliness (N=1)	Comment mentions a lower rating due to poor	<i>"I would give it a 5 if it was more consistent with on time scheduling there is a lot of late and unexpected delays."</i>

	timeliness of the Via services, including delays.	
Driving (N=1)	Comment mentions driving habits or skills could use improvement.	<i>"The driver was late braking very rough and jerky on his turns."</i>
Shared Rides (N=1)	Comment suggested indicating on the app when a ride will be shared.	<i>"I would rate higher if they showed shared rides."</i>

4.2 SECTION 2: CONFUSING ASPECTS OF UTA ON DEMAND BY VIA

The second open-ended question asked participants about aspects of the Via service they found to be confusing as a user/rider.

Were there any aspects of the service that were confusing?

Comments: N=78

The top 3 themes include 1) **No/None**, 2) **Pick-up/Drop-off Locations**, and 3) **Communications**.



Theme	Description	Feedback
No/None (N=38)	Comment indicates there was nothing or no aspects of the service that were confusing.	<i>"No. It is all very user friendly and easy to navigate."</i> <i>"No, not for me. Very simple."</i>
Pick-up/Drop-off Locations (N=22)	Comment mentions pick-up or drop-off locations being confusing, including not intuitive/inconvenient, different than expected.	<i>"The app telling me which corner is the drop off and pick up location is confusing, as it doesn't always match where the driver is actually able to go."</i>

		<i>"Pick up location can be pretty confusing and far sometimes."</i>
Communications/App (N=10)	Comment mentions communications with Via services being confusing or difficult, including drivers, the app, and customer service.	<i>"The 'set destination' part on the app was confusing."</i> <i>"Inability to contact driver."</i>
Ride Sharing (N=3)	Comment mentions sharing rides as a confusing aspect.	<i>"It's a little weird having multiple strangers in the same ride, but it's really not that bad."</i>
Transfers (N=2)	Comment mentions transferring to other modes of transit being a confusing aspect of Via services.	<i>"I was confused about transferring to/from TRAX."</i>
Wait Time (N=2)	Comment mentions wait times, including that wait times were unclear.	<i>"Sometimes it is difficult to use because the wait time ranged so much."</i>
Other (N=5)	Comment falls outside the above themes.	Comments addressed: <ul style="list-style-type: none"> • Service area • Hours of operation • Ability to schedule rides in advance

4.3 SECTION 3: ADDITIONAL ACTION BY UTA ON DEMAND BY VIA

The third open-ended question asked participants about additional action that UTA On Demand by Via could take to improve service and respond to COVID-19.

What additional actions do you think UTA OnDemand by Via should take?

Comments: N=46

The top 3 themes include 1) **None**, 2) **Generally Good**, and 3) **Unsure**.



Theme	Description	Feedback
None (N=29)	No additional actions are recommended.	Comments include: “None”, “N/A”, etc.
Generally Good (N=19)	A theme of “None”, comment indicates no additional action, and also provides positive feedback on actions Via services have taken.	<p><i>“I really think UTA has done a great job responding to COVID-19.”</i></p> <p><i>“None. I believe you are doing what’s necessary.”</i></p>
Unsure (N=4)	Commenter does not know what to recommend or does not know what is currently in place.	<i>“I don’t know what precautions are currently in place.”</i>
Continue Operations (N=2)	Comment indicates that Via should continue operating.	<i>“I just hope it sticks around long term! I think it’s a great option for people like me who commute ... but still need to get around to local places every so often. Makes it easier to decide to ride the train rather than drive to work when I know I’ll have an easy option when I need to run errands/shop for work.”</i>
Pick-up/Drop-off Locations (N=2)	Comment suggests an improved system for pick-up and drop-off locations.	<i>“Pick people up at the location that they request and drop them off at right place.”</i>
Passenger Loads/Ridesharing (N=2)	Comment suggests limiting passenger loads and ridesharing.	<i>“Limit ridesharing.”</i>
Operator Protections (N=2)	Comment suggests implementing operator protections onboard the service.	<i>“Plastic covering [for] driver.”</i>
Other (N=6)	Comment falls outside the above themes.	<p>Comments addressed:</p> <ul style="list-style-type: none"> • Accessibility – language, disability • GPS/App functionality • PPE & hand sanitizer onboard • Cleaning & disinfecting practices • Expanded service (hours, area, days, etc.)

4.4 SECTION 4: OTHER COMMENTS

The fourth and final open-ended question asked participants to share any other comments, questions, or concerns related to UTA On Demand by Via.

Do you have any other comments, questions, or concerns?

Comments: N=33

The top 3 themes include 1) **None**, 2) **Commendations**, and 3) **Expanded Service**.



Theme	Description	Feedback
No (N=14)	No other comments, questions, or concerns.	Comments include: "None", "N/A", etc.
Commendation (N=8)	Comment provides positive feedback on Via service.	<p><i>"Thank you for providing this service! It is so great to have options when cars are unavailable or not reliable."</i></p> <p><i>"The pickup locations are at a nearby corner, which I am able to walk to, and the low cost enables me to afford the weekly trips. I feel like I have been given back some of the freedom I used to have when I was able to drive myself. I cannot express enough the gratitude I have for this new service, and I hope and pray it continues beyond the current trial period."</i></p>
Expand Service (N=6)	Comment mentions expanding Via service	<p><i>"I love UTA On-demand and would love to see it expanded to more parts of the valley. It has really made a significant difference in how I commute!"</i></p> <p><i>"I would love you to have weekend hours, extended hours, broaden boundaries."</i></p>

Customer Service (N=4)	Comment mentions aspects of customer service, including communication, driving habits, etc.	<i>"I really disliked my driver's driving."</i>
Pick-up/Drop-off Locations (N=4)	Comment mentions Via service should address pick-up and drop-off locations to improve experience.	<i>"Have closer and less confusing pickup locations."</i>
Continue Service (N=3)	Comment mentions continuing Via service.	<i>"I would love it expanded, but it's already so useful, please keep it."</i>
Wait Times (N=2)	Comment mentions wait times as a concern related to Via service.	<i>"I'll get notifications that my ride is about 8 minutes away and it will actually be 15-20 minutes before they pick me up."</i>
Other (N=2)	Comment falls outside the above themes.	Comments addressed: <ul style="list-style-type: none"> • UTA Service Restoration • Peak Hours Service – comment refers to Via service during peak hours.

5 FINDINGS AND CONCLUSION

Feedback obtained from survey participants regarding UTA OnDemand by Via is **largely positive**. Riders appreciate Via service for being convenient, affordable, simple, user-friendly, and increasing access to underserved areas and for people who don't have alternative modes of transportation. Both previous and recent riders would like to see microtransit service continue and expand as possible.

Areas for improvement of Via service include clearer and more convenient pick-up and drop-off locations – many found this aspect to be confusing and at times, inconvenient or unexpected. Additionally, survey participants commented on expanding service, improving wait times, and increasing peak hour service. Suggestions for improving service include opportunities to enhance customer experience and information-sharing, including app functionality such as GPS, ride-share, and ability to contact the driver.

In response to COVID-19 actions implemented by UTA and UTA On Demand by Via, survey participants are supportive of actions that have already been taken and very few additional suggestions were offered on improving response.

In conclusion, the Pilot team plans to review these survey results with Via to develop a list of actionable items for improvement. These findings should be considered as microtransit service evolves at UTA, understanding that it is a beneficial service especially in underserved areas that **improves mobility and access**.

6 APPENDIX: OTHER SURVEYS

6.1 SUPPLEMENTARY PILOT SURVEYS

A key component of the Pilot’s evaluation is to gauge public support through listening to feedback and from formal evaluations like surveys. In addition to the microtransit rider survey, two other surveys were conducted by the Pilot team reaching out to specific stakeholders and to the public at large.

6.1.1 Local Stakeholder Survey

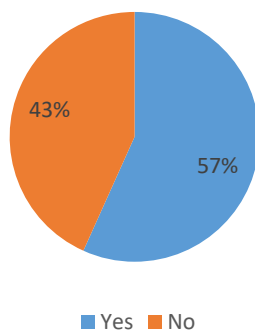
The project team emailed a survey invitation to dozens of individuals including city employees, elected officials, and other regional stakeholders. The survey was available online for two weeks from August 31, 2020 through September 14, 2020. With only a **handful** of responses received, the survey provided useful anecdotal feedback. However, it did not generate a large enough data set from which to make decisions. The project team realizes that future efforts to engage local stakeholders should include additional strategies to encourage feedback.

6.1.2 Public Survey

A general, online survey was initiated by the Pilot team and was open to anyone for over nine months. This survey was available on UTA’s website from November 19, 2019 (just before Pilot operations launched) through August 31, 2020. There were **67** customer responses received that equates to approximately 3.5 hours of public comment at 3 minutes per response.

Uniquely, feedback included 29 responses (43%) from people who had not ridden the Pilot service. Respondents overwhelmingly (94%) said that they see microtransit as a complement to public transit. A summary of the quantitative responses is shown in the charts and figures below.

1. Did you take a trip on UTA On Demand by Via? (N=67)



2. What did you like about it? What didn't you like about it? (N=38)

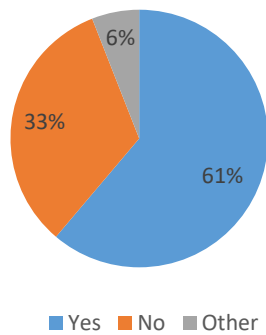
Figure 2a: Likes



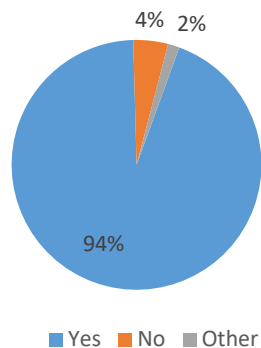
Figure 1b: Dislikes



3. Do you live or work in the southern Salt Lake County pilot service area? (N=67)



4. Do you think that UTA On Demand could complement public transit? (N=67)



5. Any other comments or concerns? (N=51)



For details see: https://www.opentownhall.com/portals/148/Issue_8035

6.2 SUPPLEMENTARY UTA AND VIA SURVEYS

Outside of the Pilot project, the team recognizes additional research that can shed light on the service.

6.2.1 UTA COVID-19 Surveys

In May 2020, UTA conducted rider surveys to better understand the community’s experiences during the COVID-19 pandemic. UTA received 1,204 responses from the public and 699 responses from pass partners. When survey participants were asked, “What mode of transit do you generally take?” UTA OnDemand by Via fell into the ‘Other’ transit mode category as a write-in response. **35** individuals (2%) answered UTA OnDemand by Via. Findings relevant to microtransit included:

- When asked, “Do you have an alternative mode of transportation?” 22 out of 35 (63%) said yes, which was the same ratio as UTA riders in general

- Only 19 of 35 individuals (54%) had ridden microtransit during COVID-19, which was the same ratio as UTA riders in general
- 28 out of 35 (80%) were aware of UTA’s actions to improve rider safety during COVID-19, which was slightly higher than the 78% of general UTA rider awareness

Microtransit-relevant comments from this participant group included:

- *“Having Via as **an alternative** has been a huge blessing”*
- *“Increase Via **coverage**”*
- *“I’d love to see buses or Via running on the **weekends** out here”*

For details see:

- [COVID-19 General Rider Survey Report](#)
- [COVID-19 General Rider Infographic](#)
- [COVID-19 Pass Partner Survey Report](#)
- [COVID-19 Pass Partner Infographic](#)

6.2.2 Via Surveys, “What will bring your riders back? We asked them.”

Via publicly shared aggregate survey results from nearly 600 individuals surveyed in Arlington, TX, Jersey City, NJ, New York City, NY, and Washington DC in August 2020. The responses revealed why riders are staying away from public transit — and what it will take for them to return. Key findings included:

- Many riders want to return to transit, but will not unless they can see changes are being made to protect their health and safety
- The top 3 features riders most value: social distancing enforcement, daily cleaning, and mandatory masks for riders
- Senior riders (60+ years) are less inclined to ride transit during COVID-19, and feeling safe is important to bring them back

For details see: <https://ridewithvia.com/resources/articles/what-will-bring-your-riders-back-we-asked-them/>



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
Andrea Pullos, Project Manager

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Airport TRAX Station Relocation Project Update
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational item for discussion
BACKGROUND:	The Airport TRAX Station Relocation project will replace the existing TRAX station at the old airport terminal with a new station at the new terminal. This project will provide service directly to the new terminal which accesses all airlines. A temporary platform has been constructed to allow for riders to access the new terminal while the new platform and track are being constructed. The new platform is slated to be completed in July of 2021.
DISCUSSION:	Staff will present an update on the project construction to date and the remaining scope. The project schedule will also be presented.
ALTERNATIVES:	N/A
FISCAL IMPACT:	N/A
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: October 21, 2020

SUBJECT:	Closed Session
AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of pending or reasonably imminent litigation AND discussion of the purchase, exchange, lease, or sale of real property if public discussion would prevent the Authority from completing the transaction on the best possible terms.
DISCUSSION:	<p>Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purposes for this closed session are:</p> <ul style="list-style-type: none">• Strategy session to discuss pending or reasonably imminent litigation• Strategy session to discuss of the purchase, exchange, lease, or sale of real property if public discussion would prevent the Authority from completing the transaction on the best possible terms.