

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



Wednesday, August 5, 2020, 9:00 a.m.

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

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

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

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

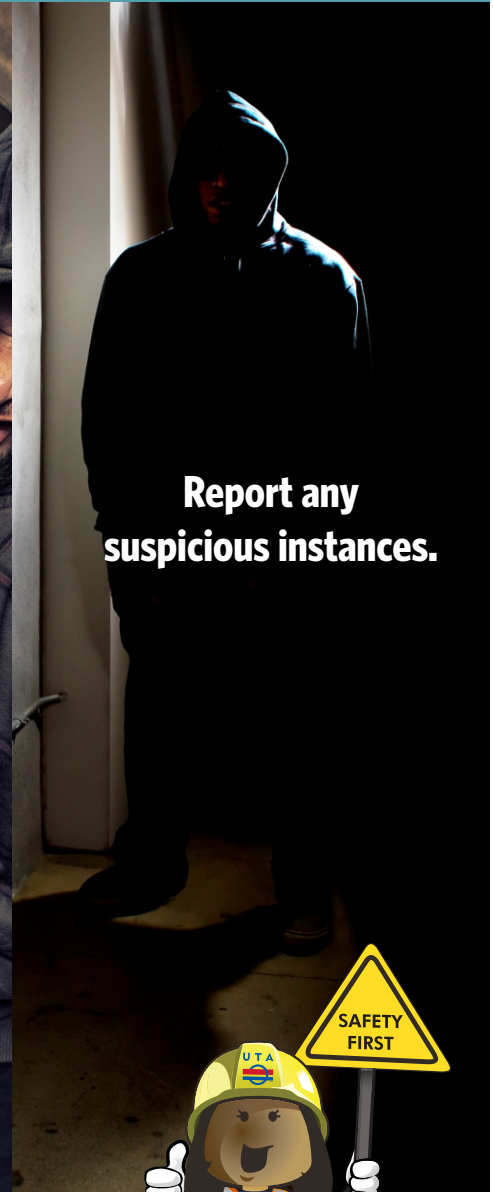
- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, August 4th will be 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

- | | |
|--|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Consent
a. Approval of July 22, 2020 Board Meeting Minutes | Chair Carlton Christensen |
| 4. Agency Report
a. Ridership Report | Carolyn Gonot |
| 5. Financial Report – June 2020 | Bob Biles |
| 6. Investment Report – Second Quarter 2020 | Bob Biles |
| 7. Resolutions
a. R2020-08-01 – Resolution Giving Special Tribute, Due Honor, and Recognition to Chief Financial Officer and Treasurer/Secretary of the Authority, Robert K. Biles | Chair Carlton Christensen |

- b. R2020-08-02 – Resolution Appointing Annette Royle as Chair Carlton Christensen
Officer and Secretary, and Bryan Steele as Officer and
Treasurer of the Authority
- 8. Oath of Office** **Stephanie Withers**
- a. Oath of Office:
Secretary of the Authority – Annette Royle
- b. Oath of Office:
Treasurer of the Authority – Bryan Steele
- 9. Contracts, Disbursements, and Grants**
- a. Contract: 650 South Main Street TRAX Station Design (CRSA Architecture Planning Interiors) **Mary DeLoretto**
- b. Contract: Service Planning Software (Remix Software, Inc.) **Mary DeLoretto**
- c. Change Order: Advertising Contract Extension (Lamar Transit Advertising) **Andrea Packer**
- d. Change Order: Grade Crossing Panel, Tub Replacement, Rehabilitation Phase 2 - On-Call Maintenance Task Order #119 (Stacy and Witbeck, Inc.) **Eddy Cumins,
David Hancock**
- e. Real Estate Contract: Property Acquisition Settlement Agreement - 212 East University Parkway, Orem Utah (Jeffs, Jeffs, and Naylor, L.C.) **Mary DeLoretto,
Paul Drake**
- 10. Other Business** **Chair Carlton Christensen**
- a. Next meeting: August 12, 2020 at 9:00 a.m.
- 11. Adjourn** **Chair Carlton Christensen**

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

Workplace Physical Security Awareness Tips



Look for physical threats.



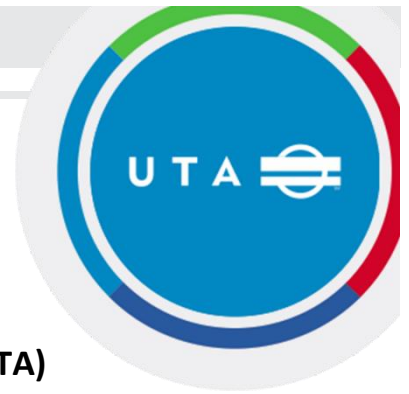


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: August 5, 2020

SUBJECT:	Approval of July 22, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the July 22, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday July 22, 2020 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2020-07-22_BOT_Minutes_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held remotely via phone or video conference
and broadcast live for the public via YouTube
July 22, 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 9:01 a.m.

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

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

Consent Agenda. The consent agenda was comprised of:

- a. Approval of July 15, 2020 Board Meeting Minutes

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

Agency Report.

ADA 30th Anniversary Celebration. Carolyn Gonot, UTA Executive Director, reminded the board and meeting attendees that virtual celebrations commemorating the 30th

anniversary of the signing of the Americans with Disabilities Act (ADA) will take place later this week.

Public Comment Period on Proposed Fare Changes. Ms. Gonot announced the 30-day public comment period on proposed fare changes begins today, July 22, 2020, and will conclude on August 21, 2020. Comments can be made by phone, online at www.rideuta.com/farechanges, or at a virtual public hearing scheduled on August 6, 2020.

Revenue Update. Ms. Gonot was joined by Bob Biles, UTA Chief Financial Officer. Mr. Biles stated system and sales tax revenues increased for June, creating a \$7.6 million favorable variance when compared with projections in the revised Transit Financial Plan (TFP).

Department of Energy Grant Awards. Ms. Gonot described three grant awards UTA partners received for energy conservation projects:

- E-mosaic Electrification Platform
 - Grant award: \$4.933 million
 - Project partners: ABB, Rocky Mountain Power, and Utah State University
- Western Smart Regional Electric Vehicle Adoption and Infrastructure at Scale
 - Grant award: \$6.64 million
 - Project partner: Rocky Mountain Power
- Transit Bus Electrification Project
 - Grant award: \$1.75 million
 - Project partner: Utah State University

Discussion ensued. Questions on options available for public comment on the proposed fare changes, communications plan for soliciting public comment on fare changes, revenue projections, and impacts of unemployment on revenue were posed by the board and answered by staff.

August 2020 Change Day Service Plan Approval. Mary DeLoretto, UTA Chief Service Development Officer, was joined by Laura Hanson, UTA Director of Planning. Ms. Hanson mentioned the August 2020 service plan restores 91 percent of the service that was reduced earlier this year due to the pandemic. Ms. Hanson verified that no changes to the proposed plan have been made since it was presented to the board in the July 15, 2020 meeting.

Discussion ensued. A question on public comments received was posed by the board and answered by staff.

A motion to approve the August 2020 Change Day Service Plan was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Resolutions.

R2020-07-02 Resolution Approving the Execution of an Interlocal Cooperation Agreement with West Jordan City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement. Ms. DeLoretto was joined by Heather Bening, UTA Project Manager II. Ms. DeLoretto explained additional funding is required for construction of the West Jordan Sidewalk and Railroad Pedestrian Project, which falls under the TIGER First/Last Mile Grant program of projects. Supplement No. 2, as specified in the resolution, increases the project budget by \$137,776. The increase is being paid with \$55,000 in Utah Department of Transportation Section 130 funds and \$82,776 from West Jordan City.

Discussion ensued. A question clarifying the city's funding for the project was posed by the board and answered by staff.

A motion to approve R2020-07-02 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: Commuter Bus Replacement (Motor Coach Industries). Eddy Cumins, UTA Chief Operating Officer, was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins requested approval of a five-year contract for commuter bus replacement. The base contract is for 27 replacement buses in the amount of \$18,617,525, with an option to purchase up to 65 additional vehicles for \$81,374,819 plus a cost escalation of \$2,034,371. Mr. Cumins noted any future options beyond the initial base contract will be brought to the board for approval.

Discussion ensued. Questions on wheelchair accessibility on the buses, vendor analysis, and planned express route utilization 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.

Real Estate Contract: Box Elder Right of Way (Box Elder Credit Union). Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, asked the board to approve a contract to purchase Parcel 1071 located at 500 West 700 North in Willard for corridor preservation and a potential future station. The price for the property is \$376,600.

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

Pre-Procurements. Todd Mills, UTA Sr. Supply Chain Manager, was joined by Kerry Doane, UTA Manager of Long-Range Strategic Planning, and Dave Snyder, UTA Fare and Business Intelligence Apps Manager. Mr. Mills said the agency intends to procure the following:

- i. FrontRunner Operational Service Analysis
- ii. Scheidt & Bachman Ticket Vending Machine (TVM) Service Contract – Sole Source

Discussion ensued. Questions on the relation of the FrontRunner Operational Service Analysis to FrontRunner double tracking, inclusion of vehicles in the FrontRunner analysis, and number of Scheidt & Bachman machines in the UTA system were posed by the board and answered by staff.

Grant Application: Federal Transit Administration Public Transportation Innovation Program Grant – Rail Defect Detection Research. Ms. DeLoretto was joined by Hal Johnson, UTA Manager of Project Development & Systems Planning. Ms. DeLoretto said the agency plans to submit a grant application with the University of Utah and Autofill for a technology research project that would detect defects in rail infrastructure. The total project cost is estimated at \$536,000 with a grant request of \$430,000. The local match will be funded by the University of Utah and Autofill, and UTA's contribution to the project will be staff time and access to UTA facilities and rail.

Discussion ensued. Questions on current defect detection methods, effectiveness of the different testing methods, and the public private partnership aspects of the project were posed by the board and answered by Ms. DeLoretto.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, August 5, 2020 at 9:00 a.m.

Adjournment. The meeting was adjourned at 9:53 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/617849.html> for entire content.

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

UNAPPROVED

Appendix

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

Received July 20, 2020 from Phillip Sauvageau:

Comments for July 22nd

I agree that the 2002 MCI busses are due for replacements. They have provided good service for the peak hour long distance routes. In the board packet it was hard to translate visually all the written specifications as to what model would be purchased. Based on the proposal it looks like they are proposing the [MCI D45](#) which I would approve of. One of the biggest challenges of the current MCI busses are loading wheelchairs and passengers who struggle with stairs. Having lower wheelchair loading and multiple doors will help. When not used for the regular routes, these would also be good to have for bus bridges.

I saw the measurements for leg room, but I could not relate without measuring while inside. In the current MCI busses the back rows of seats are a little close together, the middle feel about right, and near the front varies based on the wheelchair configurations. Another feature that would be appreciated is if additional outlets or USB ports could be added.

In regards to the pre procurement for ticket vending machines additional features to future proof depending on how fares and fare media might change should be investigated. The biggest feature would be a contactless media reader. This could allow for cash re loading onto Farepay cards. It could also allow people to order specialty fare (group pass, reduced fare, day pass) with contactless payment (Android Pay, Contactless Credit Card, etc.) without having to download the GoRide app. Occasional riders or out of town visitors may not want to download a special app just for a few rides. Being able to push out special fares for limited times (Hill AFB Air Show, FanEx) would also be helpful. The ticket printers may benefit with having the ability to print more than just text (like a QR code for multi day passes). Scheidt &

Bachman also have a Virtual Ticket Agent option which might be helpful at places like the Airport TRAX station.

UTA August Change Day Service Changes Public Comment Report

Updated 07.21.2020

Introduction

On July 15, 2020 the UTA Board of Trustees reviewed service changes for August 23, 2020 (Change Day) in a public meeting. Comment from the public was requested during the meeting. There were three mechanisms for the public to submit comments – through Customer Service at RideUTA@rideuta.com or 801-RIDE-UTA, as well as through the Board. The comments were collected July 15, 2020 through 12pm on Tuesday, July 21, 2020.

Public Comments

Customer Service logged the following comments since July 15, 2020:

Date	Comment
2020/07/15	The customer is calling to see if service can be restored at about 700 E 9400 South in White City. It is on the border of White City and Sandy.
2020/07/15	Customer would like to see the trip at 9:47 NB from Murray Central added back to the FR schedule. He works at IHC and cannot ride because the train does not run late enough. There are others at the hospital that would ride too if the train ran late enough. He stated he is friends with Bruce Cardon and would like us to ask him to add an additional trip. He is going to discontinue his ECO pass if the trip is not added back to the schedule.
2020/07/15	The customer would like to request that the route 850 run every 15 minutes.
2020/07/16	Change the schedules for the trains back to normal.

2020/07/17	This is XXXX and I want to protest Route 6 bus moving further apart. I have to take the 5:35 am instead of 6:03 am. I keep reading UTA and all the low ridership and the virus keeping people from riding but that's not it. It's your schedule that keeps customers away. It's just inconvenient service. That's it, I don't need a report number or a call back.
2020/07/17	FrontRunner is only running once an hour. Adding 30 min frequency during Peak Hours will help attract more riders to return to using UTA services on a more regular basis. The principle ""if you build it, they will come"" applies. If UTA were to provide more service, more customers will start riding.
2020/07/17	The customer called to make a request to have a bus stop reinstalled. The customer states they rides the route 47 and there used to be a stop located in front of the cemetery across from the Salt Lake Community College (SLCC) Redwood Road campus but, this stop is no longer there. The customer requests to have this stop reinstalled as there are no stops located in-between 4700 South and Bruin Blvd on the east side of Redwood Road, for the route 47.
2020/07/20	Customer calling to request information and updates on the Midvalley Center Connection project in Murray. Customer is available anytime by phone.
2020/07/20	The customer would like the bus stop moved. UTA passengers sit on her lawn to wait for the bus. They leave garbage everywhere, they smoke and their cigarette smoke comes in through her swamp cooler, and she has asthma and is at high risk for COVID. She has UTA customers coming to her door to ask when the next bus is coming, to ask for a drink of water, or even to use the bathroom.

Additional comments regarding service logged prior to July 15, 2020 are available through Customer Service.

No public comment was received on this matter via the Board.



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: August 5, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.</p> <ul style="list-style-type: none">- Ridership Report



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

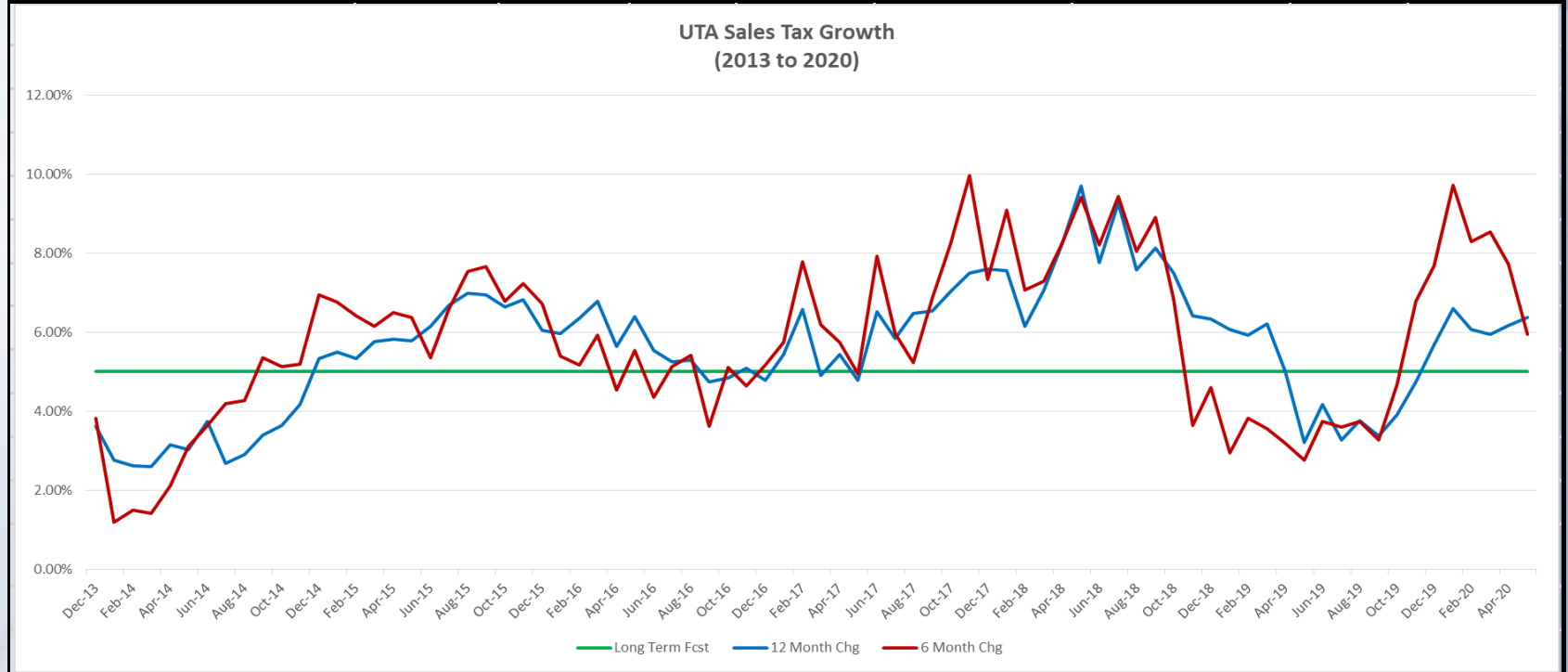
BOARD MEETING DATE: August 5, 2020

SUBJECT:	Financial Report – June 2020
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The June 2020 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the June Monthly Financial Statements.
DISCUSSION:	At the August 5 meeting, the CFO will review the Board Dashboard key items, passenger revenues, sales tax collections, CARES Act funding amounts, and operating expense variances and receive questions from the Board of Trustees.
ATTACHMENTS:	<ul style="list-style-type: none">• June 2020 Board Dashboard• June 2020 Monthly financial Statements

UTA Board Dashboard

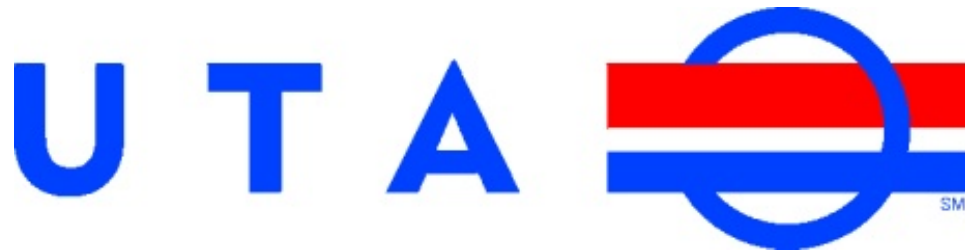
June 2020

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	June Actual	June Budget		%	YTD Actual	YTD Budget		%
Sales Tax (May '20 mm \$)	\$ 28.1	\$ 28.8	\$ (0.68)	-2.4%	\$ 134.2	\$ 134.4	\$ (0.19)	-0.1%
Fare Revenue (mm)	\$ 2.4	\$ 4.6	\$ (2.16)	-47.1%	\$ 19.2	\$ 27.5	\$ (8.25)	-30.1%
Operating Exp (mm)	\$ 23.1	\$ 25.8	\$ 2.74	10.6%	\$ 142.5	\$ 156.1	\$ 13.55	8.7%
Subsidy Per Rider (SPR)	\$ 14.74	\$ 5.88	\$ (8.86)	-150.7%	\$ 8.79	\$ 5.88	\$ (2.91)	-49.5%
UTA Diesel Price (\$/gal)	\$ 1.24	\$ 2.50	\$ 1.26	50.3%	\$ 1.46	\$ 2.50	\$ 1.04	41.5%
Operating Metrics	June Actual	Jun-19	F/ (UF)	%	YTD Actual	YTD 2019	F/ (UF)	%
Ridership (mm)	1.40	3.19	(1.8)	-56.0%	14.02	21.57	(7.6)	-35.0%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.35					



Utah Transit Authority
Financial Statement
(Unaudited)

June 30, 2020



KEY ITEM REPORT
(UNAUDITED)
As of June 30, 2020

EXHIBIT 1-1

	2020 YTD ACTUAL	2020 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 140,619,697	\$ 166,902,180	\$ (26,282,483)	-16%
2 Passenger Revenue	19,201,383	27,453,790	(8,252,407)	-30%
3 Other Revenue	78,576,543	42,622,157	35,954,386	84%
4 Total Revenue	238,397,623	236,978,127	1,419,496	1%
5 Net Operating Expenses	(142,520,978)	(156,066,449)	13,545,471	9%
Net Operating Income (Loss)	95,876,645	80,911,678	14,964,967	18%
6 Debt Service	80,301,393	79,451,427	(849,967)	-1%
7 Other Non-Operating Expenses	2,273,912	3,194,346	920,434	29%
8 Sale of Assets	(78,596)	-	78,596	
9 Contribution to Capital Reserves	\$ 13,379,936	\$ (1,734,094)	\$ 15,114,030	-872%
10 Amortization	(994,496)			
11 Depreciation	67,650,867			
12 Total Non-cash Items	\$ 66,656,371			

GOALS

RIDERSHIP

2019 Actual	June 2020	June 2019	Difference	2020 YTD	2019 YTD	Difference
13 44,239,223	1,403,532	3,192,597	-1,789,065	14,022,301	21,573,799	-7,551,498

OPERATING SUBSIDY PER RIDER -

	SPR
14 Net Operating Expense	\$ 142,520,978
15 Less: Passenger Revenue	- (19,201,383)
16 Subtotal	123,319,595
17 Divided by: Ridership	÷ 14,022,301
18 Subsidy per Rider	<u>\$ 8.79</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of June 30, 2020

BALANCE SHEET

	<u>6/30/2020</u>	<u>6/30/2019</u>
CURRENT ASSETS		
1 Cash	\$ 17,402,803	\$ 13,808,305
2 Investments (Unrestricted)	138,137,166	90,292,799
3 Investments (Restricted)	154,395,055	85,440,706
4 Receivables	41,788,832	57,039,236
5 Receivables - Federal Grants	17,563,047	32,049,490
6 Inventories	36,810,179	35,924,718
7 Prepaid Expenses	636,683	1,862,636
8 TOTAL CURRENT ASSETS	<u>\$ 406,733,765</u>	<u>\$ 316,417,890</u>
9 Property, Plant & Equipment (Net)	2,985,751,259	3,037,881,624
10 Other Assets	152,749,076	147,627,187
11 TOTAL ASSETS	<u>\$ 3,545,234,100</u>	<u>\$ 3,501,926,701</u>
12 Current Liabilities	48,166,448	46,450,194
13 Other Liabilities	15,122,548	10,215,673
14 Net Pension Liability	103,864,839	131,548,114
15 Outstanding Debt	2,454,503,722	2,396,403,228
16 Equity	923,576,543	917,309,492
17 TOTAL LIABILITIES & EQUITY	<u>\$ 3,545,234,100</u>	<u>\$ 3,501,926,701</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	33,328,057	29,835,984
19 2018 Bond Proceeds	24,801,641	38,839,239
20 2019 Bond Proceeds	70,387,958	-
21 Debt Service Interest Payable	7,725,254	1,650,908
22 Box Elder County ROW (sales tax)	6,792,748	7,317,320
23 Joint Insurance Trust	7,054,468	4,798,204
24 Davis County Escrow	1,147,545	1,213,081
25 SL County Escrow	207,471	1,059
26 Amounts held in escrow	2,949,913	1,784,911
27 TOTAL RESTRICTED RESERVES	<u>\$ 154,395,055</u>	<u>\$ 85,440,706</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
28 General Reserves	\$ 57,600,000	\$ 24,872,548
29 Service Sustainability Reserves	9,600,000	9,166,000
30 Capital Reserve	22,500,000	10,700,000
31 Debt Reduction Reserve	30,000,000	59,362,556
32 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 119,700,000</u>	<u>\$ 104,101,104</u>
33 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 274,095,055</u>	<u>\$ 189,541,810</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of June 30, 2020

REVENUE & EXPENSES

	ACTUAL Jun-20	ACTUAL Jun-19	YTD 2020	YTD 2019
REVENUE				
1 Passenger Revenue	\$ 2,426,678	\$ 4,272,095	\$ 19,201,383	\$ 26,507,127
2 Advertising Revenue	208,333	204,167	1,250,000	1,225,000
3 Investment Revenue	304,336	522,865	2,238,878	3,088,273
4 Sales Tax	24,842,514	28,039,268	140,619,697	140,988,046
5 Other Revenue	595,369	1,093,008	4,091,815	6,293,063
6 Fed Operations/Preventative Maint.	14,239,180	7,091,871	70,995,850	32,240,994
7 TOTAL REVENUE	\$ 42,616,410	\$ 41,223,274	\$ 238,397,623	\$ 210,342,503
OPERATING EXPENSE				
8 Bus Service	\$ 8,424,400	\$ 7,424,382	\$ 52,215,589	\$ 49,455,069
9 Commuter Rail	1,730,183	1,769,283	11,031,274	11,634,990
10 Light Rail	2,317,139	2,359,080	17,722,717	18,344,337
11 Maintenance of Way	1,229,135	1,443,954	8,967,960	8,576,447
12 Paratransit Service	1,742,091	1,847,265	10,957,866	10,884,311
13 RideShare/Van Pool Services	220,374	243,851	1,308,489	1,458,016
14 Operations Support	4,277,349	3,437,888	24,055,318	23,282,154
15 Administration	3,168,306	2,171,696	16,261,765	14,381,609
16 TOTAL OPERATING EXPENSE	\$ 23,108,977	\$ 20,697,399	\$ 142,520,978	\$ 138,016,933
17 NET OPERATING INCOME (LOSS)	\$ 19,507,433	\$ 20,525,875	\$ 95,876,645	\$ 72,325,570
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 371,574	\$ 327,781	\$ 2,273,912	\$ 2,173,563
19 Bond Principal	2,160,000	1,176,235	25,700,000	14,198,241
20 Bond Interest	8,446,730	7,926,271	48,274,508	47,747,457
21 Bond Interest UTCT	166,164	7,926,271	994,825	
22 Bond Cost of Issuance/Fees	6,677	-	901,750	36,700
23 Lease Cost	754,321	637,613	4,430,310	3,955,777
24 Sale of Assets	(5,926)	(7,825)	(78,596)	(912,493)
25 TOTAL NON-OPERATING EXPENSE	\$ 11,899,540	\$ 10,060,075	\$ 82,496,709	\$ 67,199,245
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 7,607,893	\$ 10,465,800	\$ 13,379,936	\$ 5,126,325
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(385,187)	(1,285,887)	(3,682,122)	(7,715,322)
28 Bond Refunding Cost Amortization	274,240	682,154	2,282,169	4,092,922
29 Future Revenue Cost Amortization	67,576	67,576	405,457	405,457
30 Depreciation	11,154,436	11,824,944	67,650,867	69,598,268
31 NET OTHER EXPENSES (NON-CASH)	\$ 11,111,065	\$ 11,288,787	\$ 66,656,371	\$ 66,381,325

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jun-20	Jun-20	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 2,426,678	\$ 4,585,796	\$ (2,159,118)	-47%
2 Advertising Revenue	208,333	209,154	(821)	0%
3 Investment Revenue	304,336	655,494	(351,158)	-54%
4 Sales Tax	24,842,514	32,491,944	(7,649,430)	-24%
5 Other Revenue	595,369	740,437	(145,068)	-20%
6 Fed Operations/Preventative Maint.	14,239,180	6,053,033	8,186,147	135%
7 TOTAL REVENUE	<u>\$ 42,616,410</u>	<u>\$ 44,735,858</u>	<u>\$ (2,119,448)</u>	-5%
OPERATING EXPENSE				
8 Bus Service	\$ 8,424,400	\$ 9,042,922	\$ 618,522	7%
9 Commuter Rail	1,730,183	2,216,981	486,798	22%
10 Light Rail	2,317,139	3,168,743	851,604	27%
11 Maintenance of Way	1,229,135	1,544,786	315,651	20%
12 Paratransit Service	1,742,091	2,094,198	352,107	17%
13 RideShare/Van Pool Services	220,374	274,840	54,466	20%
14 Operations Support	4,277,349	4,188,463	(88,886)	-2%
15 Administration	3,168,306	3,314,521	146,215	4%
16 TOTAL OPERATING EXPENSE	<u>\$ 23,108,977</u>	<u>\$ 25,845,455</u>	<u>\$ 2,736,478</u>	11%
17 NET OPERATING INCOME (LOSS)	<u>\$ 19,507,433</u>	<u>\$ 18,890,403</u>	<u>\$ 617,030</u>	3%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 371,574	\$ 550,822	\$ 179,248	33%
19 Bond Principal	2,160,000	2,160,000	-	0%
20 Bond Interest	8,446,730	8,111,753	(334,977)	-4%
21 Bond Interest UTCT	166,164	166,776	612	0%
22 Bond Cost of Issuance/Fees	6,677	-	(6,677)	
23 Lease Cost	754,321	790,300	35,979	5%
24 Sale of Assets	(5,926)	-	5,926	
25 TOTAL NON-OPERATING EXPENSE	<u>\$ 11,899,540</u>	<u>\$ 11,779,651</u>	<u>\$ (119,889)</u>	-1%
26 CONTRIBUTION TO CAPITAL RESERVES	<u>\$ 7,607,893</u>	<u>\$ 7,110,752</u>	<u>\$ 497,141</u>	-7%
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(385,187)			
28 Bond Refunding Cost Amortization	274,240			
29 Future Revenue Cost Amortization	67,576			
30 Depreciation	11,154,436			
31 NET OTHER EXPENSES (NON-CASH)	<u>\$ 11,111,065</u>			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of June 30, 2020

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jun-20	Jun-20	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 19,201,383	\$ 27,453,790	\$ (8,252,407)	-30%
2 Advertising Revenue	1,250,000	1,254,924	(4,924)	0%
3 Investment Revenue	2,238,878	3,434,963	(1,196,085)	-35%
4 Sales Tax	140,619,697	166,902,180	(26,282,483)	-16%
5 Other Revenue	4,091,815	4,259,603	(167,788)	-4%
6 Fed Operations/Preventative Maint.	70,995,850	33,672,667	37,323,183	111%
7 TOTAL REVENUE	\$ 238,397,623	\$ 236,978,127	\$ 1,419,496	1%
OPERATING EXPENSE				
8 Bus Service	\$ 52,215,589	\$ 54,712,895	\$ 2,497,306	5%
9 Commuter Rail	11,031,274	13,037,912	2,006,638	15%
10 Light Rail	17,722,717	19,065,585	1,342,868	7%
11 Maintenance of Way	8,967,960	9,287,534	319,574	3%
12 Paratransit Service	10,957,866	12,413,553	1,455,687	12%
13 RideShare/Van Pool Services	1,308,489	1,649,040	340,551	21%
14 Operations Support	24,055,318	25,196,659	1,141,341	5%
15 Administration	16,261,765	20,703,271	4,441,506	21%
16 TOTAL OPERATING EXPENSE	\$ 142,520,978	\$ 156,066,449	\$ 13,545,471	9%
17 NET OPERATING INCOME (LOSS)	\$ 95,876,645	\$ 80,911,678	\$ 14,964,967	18%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 2,273,912	\$ 3,194,346	\$ 920,434	29%
19 Bond Principal	25,700,000	25,700,000	-	0%
20 Bond Interest	48,274,508	47,939,382	(335,126)	-1%
21 Bond Interest UTCT	994,825	1,034,046	39,221	4%
22 Bond Cost of Issuance/Fees	901,750	36,200	(865,550)	-2391%
23 Lease Cost	4,430,310	4,741,799	311,489	7%
24 Sale of Assets	(78,596)	-	78,596	
25 TOTAL NON-OPERATING EXPENSE	\$ 82,496,709	\$ 82,609,572	\$ 112,863	0%
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 13,379,936	\$ (1,697,894)	\$ 15,077,830	888%
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(3,682,122)			
28 Bond Refunding Cost Amortization	2,282,169			
29 Future Revenue Cost Amortization	405,457			
30 Depreciation	67,650,867			
31 NET OTHER EXPENSES (NON-CASH)	\$ 66,656,371			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5A

As of June 30, 2020

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jun-20	Jun-20	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 1,195,294	\$ 1,433,634	\$ 238,340	17%
2 Chief Communications and Marketing Officer	3,987,057	5,350,651	1,363,594	25%
3 Chief Finance Officer	6,270,198	6,682,022	411,824	6%
4 Chief Operating Officer	116,851,000	125,058,425	8,207,425	7%
5 Chief People Officer	3,276,720	4,037,406	760,686	19%
6 Chief Service Development Officer	2,743,166	3,728,598	985,432	26%
7 Executive Director	10,471,455	12,970,059	2,498,604	19%
8 TOTAL OPERATING EXPENSE	\$ 144,794,890	\$ 159,260,795	\$ 14,465,905	9%
9 Total Operating Expense (Exhibit 1-5, line 16)	142,520,978	156,066,449		
10 Planning & Development (Exhibit 1-5, line 18)	2,273,912	3,194,346		
11 TOTAL EXHIBIT 1-5	144,794,890	159,260,795		

CAPITAL PROJECTS
(UNAUDITED)
As of June 30, 2020

EXHIBIT 1-6

	2020 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 2,144,053	\$ 32,041,871	6.7%
2 INFORMATION TECHNOLOGY	791,194	6,531,838	12.1%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	339,968	2,750,000	12.4%
4 CAPITAL PROJECTS	7,797,186	38,347,444	20.3%
5 AIRPORT STATION RELOCATION	2,422,951	13,000,000	18.6%
6 STATE OF GOOD REPAIR	8,422,905	18,574,194	45.3%
7 DEPOT DISTRICT	3,204,200	40,936,916	7.8%
8 OGDEN/WEBER STATE BRT	3,830,166	28,197,076	13.6%
9 TIGER	1,029,562	11,169,660	9.2%
10 TOTAL	<u>\$ 29,982,186</u>	<u>\$ 191,548,999</u>	15.7%
REVENUES			
11 GRANT	\$ 4,426,978	\$ 39,362,901	11.2%
12 STATE CONTRIBUTION	1,250,000	3,700,000	33.8%
13 LEASES (PAID TO DATE)	2,467,057	30,340,470	8.1%
14 BONDS	3,749,814	61,611,076	6.1%
15 LOCAL PARTNERS	561,234	13,415,957	4.2%
16 UTA FUNDING	17,527,103	43,118,595	40.6%
17 TOTAL	<u>\$ 29,982,186</u>	<u>\$ 191,548,999</u>	15.7%

FAREBOX RECOVERY & SPR
(UNAUDITED)

EXHIBIT 1-7

As of June 30, 2020

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jun-20	Jun-19	2020	2019
UTA				
Fully Allocated Costs	23,108,977	20,697,400	142,520,978	138,016,933
Passenger Farebox Revenue	2,426,678	4,272,096	19,201,383	26,507,355
Passengers	1,403,532	3,192,597	14,022,301	21,573,799
Farebox Recovery Ratio	10.5%	20.6%	13.5%	19.2%
Actual Subsidy per Rider	\$14.74	\$5.14	\$8.79	\$5.17
BUS SERVICE				
Fully Allocated Costs	11,680,978	9,890,236	69,819,415	66,028,518
Passenger Farebox Revenue	1,113,362	1,617,839	8,788,068	10,281,747
Passengers	747,529	1,459,388	6,985,887	9,989,060
Farebox Recovery Ratio	9.5%	16.4%	12.6%	15.6%
Actual Subsidy per Rider	\$14.14	\$5.67	\$8.74	\$5.58
LIGHT RAIL SERVICE				
Fully Allocated Costs	5,882,702	5,429,821	38,813,813	38,173,842
Passenger Farebox Revenue	631,336	1,206,624	5,105,715	6,976,562
Passengers	483,762	1,190,437	5,012,402	8,097,390
Farebox Recovery Ratio	10.7%	22.2%	13.2%	18.3%
Actual Subsidy per Rider	\$10.86	\$3.55	\$6.72	\$3.85
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,150,112	2,961,487	19,275,171	19,370,968
Passenger Farebox Revenue	400,871	879,285	3,292,696	5,116,679
Passengers	119,231	389,313	1,340,155	2,520,023
Farebox Recovery Ratio	12.7%	29.7%	17.1%	26.4%
Actual Subsidy per Rider	\$23.06	\$5.35	\$11.93	\$5.66
PARATRANSIT				
Fully Allocated Costs	1,960,096	1,989,813	12,080,920	11,960,773
Passenger Farebox Revenue	34,480	327,396	178,983	2,190,837
Passengers	25,435	60,391	238,165	399,209
Farebox Recovery Ratio	1.8%	16.5%	1.5%	18.3%
Actual Subsidy per Rider	\$75.71	\$27.53	\$49.97	\$24.47
RIDESHARE				
Fully Allocated Costs	435,089	426,043	2,531,659	2,482,832
Passenger Farebox Revenue	246,629	240,952	1,835,921	1,941,530
Passengers	27,575	93,068	445,692	568,117
Farebox Recovery Ratio	56.7%	56.6%	72.5%	78.2%
Actual Subsidy per Rider	\$6.83	\$1.99	\$1.56	\$0.95

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of June 30, 2020

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-20	Jun-19	2020	2019
FULLY ALLOCATED COSTS				
Bus Service	\$11,680,978	\$9,890,236	\$69,819,415	\$66,028,518
Light Rail Service	\$5,882,702	\$5,429,821	\$38,813,813	\$38,173,842
Commuter Rail Service	\$3,150,112	\$2,961,487	\$19,275,171	\$19,370,968
Paratransit	\$1,960,096	\$1,989,813	\$12,080,920	\$11,960,773
Rideshare	\$435,089	\$426,043	\$2,531,659	\$2,482,832
UTA	\$23,108,977	\$20,697,400	\$142,520,978	\$138,016,933
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,113,362	\$1,617,839	\$8,788,068	\$10,281,747
Light Rail Service	\$631,336	\$1,206,624	\$5,105,715	\$6,976,562
Commuter Rail Service	\$400,871	\$879,285	\$3,292,696	\$5,116,679
Paratransit	\$34,480	\$327,396	\$178,983	\$2,190,837
Rideshare	\$246,629	\$240,952	\$1,835,921	\$1,941,530
UTA	\$2,426,678	\$4,272,096	\$19,201,383	\$26,507,355
PASSENGERS				
Bus Service	747,529	1,459,388	6,985,887	9,989,060
Light Rail Service	483,762	1,190,437	5,012,402	8,097,390
Commuter Rail Service	119,231	389,313	1,340,155	2,520,023
Paratransit	25,435	60,391	238,165	399,209
Rideshare	27,575	93,068	445,692	568,117
UTA	1,403,532	3,192,597	14,022,301	21,573,799
FAREBOX RECOVERY RATIO				
Bus Service	9.5%	16.4%	12.6%	15.6%
Light Rail Service	10.7%	22.2%	13.2%	18.3%
Commuter Rail Service	12.7%	29.7%	17.1%	26.4%
Paratransit	1.8%	16.5%	1.5%	18.3%
Rideshare	56.7%	56.6%	72.5%	78.2%
UTA	10.5%	20.6%	13.5%	19.2%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$14.14	\$5.67	\$8.74	\$5.58
Light Rail Service	\$10.86	\$3.55	\$6.72	\$3.85
Commuter Rail Service	\$23.06	\$5.35	\$11.93	\$5.66
Paratransit	\$75.71	\$27.53	\$49.97	\$24.47
Rideshare	\$6.83	\$1.99	\$1.56	\$0.95
UTA	\$14.74	\$5.14	\$8.79	\$5.17

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of June 30, 2020

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 17,563,047	\$ 17,563,047	\$ -	\$ -	\$ -	\$ -
2 Local Contributions ²	37,242,523	37,242,523	-	-	-	-
3 Warranty Recovery	1,310,256	1,310,256	-	-	-	-
4 Product Sales and Development	548,139	414,239	83,732	13,796	30,352	6,020
5 Pass Sales	262,385	209,021	(1,422)	(84,241)	9,235	129,793
6 Property Management	91,038	37,522	4,433	4,598	-	44,484
7 Vanpool/Rideshare	138,067	7,849	17,848	(4,553)	13,594	103,329
8 Capital Development Agreements	14,066	7,033	6,674	-	-	359
9 Mobility Management	100	-	-	-	-	100
10 Paratransit	11,250	11,250	-	-	-	-
11 Other ³	2,171,007	2,171,007	-	-	-	-
12 Total	\$ 59,351,879	\$ 58,973,747	\$ 111,265	\$ (70,400)	\$ 53,181	\$ 284,086

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	75.6%	15.3%	2.5%	5.5%	1.1%	
17 Pass Sales	79.7%	-0.5%	-32.1%	3.5%	49.5%	
18 Property Management	41.2%	4.9%	5.1%	0.0%	48.9%	
19 Vanpool/Rideshare	5.7%	12.9%	-3.3%	9.8%	74.8%	
20 Capital Development Agreements	50.0%	47.4%	0.0%	0.0%	2.6%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	99.4%	0.2%	-0.1%	0.1%	0.5%	

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ Build American Bond Tax Credits

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM JUNE 1, 2020 THROUGH JUNE 30, 2020
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
18-2398TP TIGER GRANT CONSTUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	353323	5/28/2020	\$ 265,754.96
18-2398TP TIGER GRANT CONSTUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	353324	5/28/2020	357,716.73
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG D CONSTRUCTION	884097	5/28/2020	628,000.97
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	884240	6/18/2020	1,012,081.79
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	884241	6/18/2020	1,115,763.92
18-02925BM OGDEN - WSU BRT FINAL DESIGN	8/1/2019	JACOBS ENGINEERING	353882	6/25/2020	468,996.56
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	884317	6/25/2020	261,421.00
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	884318	6/25/2020	338,389.46
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG D CONSTRUCTION	884319	6/25/2020	1,649,941.33



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer and Treasurer
PRESENTER(S): Bob Biles, Chief Financial Officer and Treasurer

BOARD MEETING DATE: August 5, 2020

SUBJECT:	Investment Report – Second Quarter 2020
AGENDA ITEM TYPE:	Financial Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The Second Quarter 2020 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.</p>
DISCUSSION:	<p>As of June 30, the benchmark return (3-month T-bill) was 0.160%. Investment returns at the PTIF (0.948%) and Zions Capital Advisors (1.328%) exceeded the benchmark return. Investment returns on the overnight account at Zions Bank (0.090%) were below the benchmark return. The blended portfolio return of 0.930% exceeded the benchmark by 77 basis points (0.770%).</p> <p>All investments are in accordance with the Money Management Act.</p>
ATTACHMENTS:	1. Second Quarter 2020 Investment Report

Utah Transit Authority

Investment Portfolio

June 30, 2020

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No current Investments		\$ -				

Zions Capital Advisors		\$ 29,079,059.46			1.328%	\$ 386,170
Zions Bank		\$ 19,188,212.39			0.090%	\$ 17,269
Public Treasurer's Investment Fund		\$ 247,759,680.20			0.948%	\$ 2,349,554
Total Investments		\$ 296,026,952.05				\$ 2,752,993

Rates as of Last Trading Day of

	<u>April</u>	<u>May</u>	<u>June</u>
Zions Capital Advisors	1.699%	1.382%	1.328%
Public Treasurer's Investment Fund	1.440%	1.195%	0.948%
Benchmark Return*	0.090%	0.140%	0.160%

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

Investments Purchased April 1 through June 30, 2020

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

Investments Sold April 1 through June 30, 2020

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



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carlton Christensen, Chair Board of Trustees
PRESENTER(S): Carlton Christensen, Chair Board of Trustees

BOARD MEETING DATE: August, 5, 2020

SUBJECT:	R2020-08-01 Resolution Giving Special Tribute, Due Honor, and Recognition to Chief Financial Officer and Treasurer/Secretary of the Authority, Robert K. Biles
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-08-01 honoring Bob Biles at the time of his retirement.
BACKGROUND:	Chief Financial Officer Bob Biles is retiring from UTA after eight years of excellent and committed service to the Utah Transit Authority.
DISCUSSION:	The Board of Trustees and the UTA wish to honor Mr. Biles for his exceptional work with the agency by passing a resolution outlining a few of Mr. Bile's many accomplishments and positive characteristics.
ATTACHMENTS:	1) Resolution R2020-08-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GIVING SPECIAL TRIBUTE, DUE HONOR, AND RECOGNITION TO
CHIEF FINANCIAL OFFICER AND TREASURER/SECRETARY OF THE
AUTHORITY, ROBERT K. BILES**

R2020-08-01

August 5, 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"); and

WHEREAS, Robert K. Biles is retiring from the Authority after eight years, having served as Chief Financial Officer, VP of Finance, and Treasurer/Secretary of the Authority; and

WHEREAS, before joining the Authority, Mr. Biles served a combined thirty-two (32) years as the CFO for cities in Kansas, Texas, Arkansas, and Washington state; and

WHEREAS, Mr. Biles has been active in the Government Finance Officers Association ("GFOA") for thirty years, having served five years on the GFOA Committee on Accounting, Auditing, and Financial Reporting, and five years on the GFOA Committee on Retirement and Benefit Administration; and

WHEREAS, under the competent steady leadership of Mr. Biles, the Authority has built a strong team of professionals in the Authority's Finance Department, saved countless taxpayer dollars, increased cash reserves, and established policies for long-term financial planning; and

WHEREAS, under his leadership, the Authority is on track to fully fund its pension program, a benefit that is important to the many employees of the Authority; and

WHEREAS, Mr. Biles successfully embraced a spirit of collaboration with his colleagues, within the Authority, and within the local community; and

WHEREAS, Mr. Biles' significant intellect, integrity, honesty, dedication, and commitment to sound financial management of the Authority have consistently demonstrated the highest degree of professionalism.

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

1. That the Board does hereby commend and express the Authority's sincere appreciation and gratitude to Robert K. Biles for his exemplary service to the Authority.
2. That this resolution is presented with thanks and good wishes of the Authority.
3. That the corporate seal be attached hereto.

Approved and adopted this 5th day of August 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

Legal Counsel



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: August 5, 2020

SUBJECT:	R2020-08-02 – Resolution Appointing Annette Royle as Officer and Secretary, and Bryan Steele as Officer and Treasurer of the Authority
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-08-02 appointing Annette Royle as Officer and Secretary and Bryan Steele as Officer and Treasurer of the Agency.
BACKGROUND:	The Public Transit District Act, and UTA’s Bylaws require the Board of Trustees to appoint individuals as Officers of the Agency and Board of Trustees. The designated officer positions include Secretary, Executive Director, Treasurer, Comptroller, and Internal Auditor. The board previously appointed Bob Biles as both Treasurer and Secretary. Mr. Bile’s retirement on August 7, 2020 necessitates the appointment of new officers.
DISCUSSION:	<p>The board wishes to appoint Annette Royle as Officer and Secretary of the Agency. Ms. Royle has been with UTA for three years as the Director of Board Governance and has over twenty-year experience working with and overseeing governing boards and policies, including work in government, nonprofit, and international sport.</p> <p>The board also wishes to appoint Bryan Steele as Officer and Treasurer. Mr. Steele will serve as Treasurer on an interim basis until UTA’s new Chief Financial Officer is hired and assumes that role. Mr. Steele has been with Agency for four years as Assistant Comptroller overseeing grant and capital projects accounting and has 17 years’ experience in municipal government having served as the Finance Director and/or Treasurer in North Ogden, Layton, and Cedar Hills. He has also served on the Board of the Utah Association of Public Treasurers and been actively involved with the Government Finance Officers Association (GFOA) and the Utah GFOA.</p>
ALTERNATIVES:	State statute and UTA Bylaws require the Board to appoint a Secretary and a Treasurer.
FISCAL IMPACT:	Compensation for district officers and administrative employees was authorized in Resolution R2020-02-02 Amended.
ATTACHMENTS:	<ul style="list-style-type: none">• Resolution R2020-08-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPOINTING ANNETTE ROYLE AS OFFICER AND SECRETARY,
AND BRYAN STEELE AS OFFICER AND TREASURER OF THE AUTHORITY**

R2020-08-02

August 5, 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"); and

WHEREAS, the Act requires the Authority's Board of Trustees to appoint district officers including a Secretary, Executive Director, Treasurer, Comptroller, and Internal Auditor; and

WHEREAS, Article II, Section 4 of the Bylaws of the Authority requires the Board of Trustees ("Board") to appoint individuals as Officers in the same positions as those defined in the Act; and

WHEREAS, the Board previously appointed Robert K. Biles as both the Treasurer and Secretary; and

WHEREAS, Mr. Biles is retiring from the Authority, after eight years of service effective August 7, 2020; and

WHEREAS, the Board wishes to appoint Annette Royle as Secretary; and

WHEREAS, the Board wishes to appoint Bryan Steele as the Treasurer on an interim basis, until a new Chief Financial Officer is retained.

WHEREAS, the Board has set by Resolution R2020-02-02 (Amended) the compensation for district officers and administrative employees.

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

1. That the Board hereby appoints Annette Royle as an Officer to serve as the Secretary of the Authority.
2. That the Board hereby appoints Bryan Steele as an Officer to serve as Treasurer of the Authority.
3. That the Board hereby rescinds the prior appointment of Robert K. Biles as the Authority's Secretary and Treasurer in Resolution R2020-02-02 (Amended).

4. That the Board officially thanks Robert K. Biles for his years of service to the Authority.
5. That this Resolution stay in full force and effect unless amended or rescinded by further action of the Board of Trustees.
6. That the corporate seal be attached hereto.

Approved and adopted this 5th day of August 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

Legal 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): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: August 5, 2020

SUBJECT:	650 South Main Street TRAX Station Design (CRSA Architecture Planning Interiors)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Authorize the Executive Director to execute the contract and associated disbursements with CRSA for design of the 650 South Main Street TRAX Station, in the amount of \$203,140.
BACKGROUND:	<p>The original TRAX plan for the North-South line had projected that a future station would be needed at 650 South Main Street in Salt Lake City. In anticipation of the future need, the tracks themselves were constructed to accommodate a station at this location.</p> <p>New development is coming into the area, which was projected and planned for. Recently, Salt Lake City and their Redevelopment Agency have requested UTA to construct the previously planned 650 South TRAX station. Salt Lake City will be paying for the entirety of the project. This contract is for the station design only.</p>
DISCUSSION:	<p>UTA posted a RFQ to find a design architect/engineer for the design of the 650 South TRAX station in Salt Lake City. CRSA was selected using this quality-based procedure.</p> <p>CRSA will be designing the TRAX station and creating construction plans for the station at this location. They will be investigating innovative technologies in order to construct it within the existing footprint with minimal disruption for trains and to decrease maintenance of the platform if possible.</p> <p>As the stakeholders of the project, SLC and SLC Redevelopment will be part of the project team to coordinate this project. The design should be complete by early January 2021 which allows UTA to hire a contractor and begin construction late spring or early summer of 2021. Construction will need to be completed prior to the December change date to meet the needs of the surrounding new development.</p>

CONTRACT SUMMARY:	Contractor Name: CRSA Architecture Planning Interiors	
	Contract Number: 20-03274VW	Existing Contract Value: \$203,140
	Base Contract Effective Dates: 08/05/2020-12/31/2021	Extended Contract Dates: n/a
	Amendment Amount: n/a	New/Total Amount Contract Value: \$203,140
	Procurement Method: RFQ	Funding Sources: Local/SLC Revenue Contract
ALTERNATIVES:	If this contract does not move forward, Utah Transit Authority may lose out on the third-party funds from the project partners and will not be able to meet the contracted completion time.	
FISCAL IMPACT:	The project design is funded in the 2020 budget and the revenue contract with Salt Lake City Redevelopment Agency (previously approved) will cover the cost for the project design.	
ATTACHMENTS:	1. CRSA Contract	

UTA CONTRACT NO. 20-03274VW

650 S. Main TRAX Design

The Utah Transit Authority (UTA) in conjunction with and on behalf of the Redevelopment Agency of Salt Lake City (RDA) is acting as project manager for RDA to design a new TRAX Station on the existing North/South light rail line at approximately 650 South Main Street.

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and CRSA Architecture Planning Interiors, a planning and design firm. ("Consultant").

RECITALS

- A. UTA desires to hire professional services for design the appurtenances and amenities for the new station generally consistent with the layout, appurtenances and amenities of a current downtown station.
- B. On April 30, 2020, UTA issued Request for Qualification Package Number 20-03274VW ("RFQu") encouraging interested parties to submit SOQu to perform the services described in the RFQu.
- C. Upon evaluation of the SOQu's submitted in response to the RFQu, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than December 31, 2021. This guaranteed completion date may be extended if

Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

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

6. INCORPORATED DOCUMENTS

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. INVOICING PROCEDURES

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. USE OF SUBCONTRACTORS

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's SOQu) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

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

13. SUSPENSION OF WORK

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

14. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts

payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees

and costs (hereinafter referred to collectively as “claims”) related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of

the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

20. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with

UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall

be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director of Capital Projects/Contractor's Vice President	Five calendar days
UTA's Executive Director /Contractor's President	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

If to UTA:
Utah Transit Authority
ATTN: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant:
CRSA Architecture Planning Interiors
Kelly Gillman, ASLA, AICP
Senior Landscape Architect, Vice-President
175 S Main Street, Ste. 300
Salt Lake City, UT 84111

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

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

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

30. COSTS AND ATTORNEYS FEES

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

31. F. ANTIDISCRIMINATION

1. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

2. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

32. NO THIRD PARTY BENEFICIARY

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

33. FORCE MAJEURE

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

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

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

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

36. AMENDMENTS

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

36. COUNTERPARTS

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

37. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____

Name: Grey Turner

Title: Acting Director of Capital Projects

Date:

By _____

Name: Mary DeLoretto

Title: Chief Service Development Officer

Date:

By _____

CRSA ARCHITECTURE PLANNING INTERIORS

DocuSigned by:
Kelly Gillman
By _____
7D4E18E1912340A

Name: Kelly Gillman

Title: Vice President

Date: 7/14/2020

DocuSigned by:
Ben Rogers
By _____
0577B576B39A46D...

Name: Ben Rogers

Title: President

Date: 7/14/2020

Fed ID#

Name: Carolyn Gonot

Title: Executive Director

Date:

Approved as to Content and Form

_____ Date _____

Mike Bell, AAG State of Utah
And UTA Legal Counsel

_____ Date _____

Reviewed & Recommended
Andrea Pullos, Project Manager

UTA Project Code 20-03274VW

Exhibit A Scope of Service

CRSA has been selected by UTA to provide design services for a new TRAX light rail station in Salt Lake City at 650 S. Main Street. The goals of the project are to:

- Design a new station due to the increased need in the area with the construction of 3 new multi- use developments.
- Design the Project to ensure that the estimated construction cost provides the best value to UTA

The design process is intended to start in June 2020 and end in November 2020. Bidding will begin in December 2020.

Phase Name		2020 Schedule						2021 Schedule		
Phase	Primary Phase Name	RFP Alternative Phase Name	July	August	Sept	Oct	Nov	Dec	Jan*	Feb to TBD
1.0	Project Management									
2.0	Design Development	SD & DD Phases								
3.0	Constuction Plans & Specs	CD Phase								
4.0	Public Presentations			①	②	③				
5.0	Bidding Services									
6.0	Construction Services									
<i>*Bidding and Construction Schedule TBD</i>										

Project Team:

CRSA will be the prime consultant with a team comprised of Kelly Gillman (Team Lead/Lead Designer), Laura Smith (Project Manager) and Dave Scott will provide QA oversight. The consulting team includes the following additional team members

The following consultants are a part of the CRSA team. The tasks they will perform, or assist CRSA in performing, are noted.

1- Lochner: Civil Design

- Regular Meetings
- Submittal Procedures
- Coordination of Base Mapping/Survey and Geotechnical activities
- Utility Design
- Crosswalk Evaluation/Design
- Cost Estimation (civil and utility)
- Public Meetings

2- Mott McDonald

- Meetings as Needed
- Submittal Procedures
- Systems Integration
 - Salt Lake City/Crosswalk Integration
 - OCS Evaluation
 - Traction Power
 - Train Signaling

3- Calder Richards: Structural Design

- Regular Meetings
- Submittal Procedures
- Evaluation of Platform Fabrication Technology
- Platform, High Block, Lighting and Canopy Footings

4- Envision Engineering

- Regular Meetings
- Submittal Procedures
- Platform and Canopy Lighting
- Platform and Canopy Communications

5- WHE Engineering

- Regular Meetings
- Submittal Procedures
- Platform Snowmelt Systems (Hydronic)

6- Meridian Engineering

- Meetings as Needed
- Survey/Site

7- Terracon

- Meetings as Needed
- Geotech Confirmation

Overall Team Assumptions:

- The assumed limits of this project are the footprint of the light rail platform in the UTA right of way and a discreet planning area adjacent to coordinate access to the station and utility infrastructure. The extents of any survey and Geotech are also expected to be the platform footprint.
- The construction of the light rail platform will be at the existing planned station site at 650 S. Main Street. The design will be modelled after the Main Street/900 South template. Civil, structural, mechanical and electrical engineering will be included in this effort.
- UTA will provide expertise and design assistance to ensure all UTA systems (communications, etc) can be coordinated by CRSA's design team for extending and connecting to the UTA platform. UTA will also provide expertise and design assist associated with signaling changes/upgrades if required after evaluation.
- No environmental clearances are required.
- Existing survey if available will be provided by UTA. Limited new survey will be prepared by the design team for existing track and platform curb area.
- Existing geotechnical reports will be provided by UTA. New geotechnical information will be prepared only as needed and approved by UTA.
- No Subsurface Utility Engineering (SUE) services are included, existing as-builts will provide information required. All utilities are assumed to be available at or near the platform.
- Investigation into alternative construction methodology will take place, including the design of prefabricated modular panels. Our effort to evaluate and design this is limited to 80 Hours for CRSA, including conceptual alternative canopy/footings design. Consultant limitations

include 10 Hours Lochner, 10 hours for structural, 10 hours for mechanical, and 10 hours for electrical.

- Standard amenities and functional elements on the light rail platform includes canopies with benches and visual messaging signs, signage, lighting and electronic card readers, security cameras, snow melt systems, and other miscellaneous elements such as trash cans and banners.
- No off-platform amenities are planned. Off platform elements that may be required include the addition of a mid-block crosswalk, updates to the street signal system, and coordination of utilities to the platform.
- Certain standard components (such as platform canopies and related amenities) may receive design aesthetic adjustments to improve durability and/or safety. CRSA will present up to three design concept alternatives for these amenities as part of the overall visioning process. It is anticipated that the design of the chosen alternative will not be substantially more complex than standard amenity components.
- Photovoltaic System is not included in project.
- UTA will provide all visual messaging signs, electronic card readers, and ticket vending machines. UTA will also provide small adjustable standard system signage/sign cases.
- No banners are planned at the station.
- Cost estimates will be provided at milestone deliverables.
- Final review and approval, including structural design, will be approved by UTA.
- Permitting by Salt Lake City will be required. The station is an approved use, building permits are required.
- Salt Lake City will arrange for and host the three public meetings. Design team will prepare exhibits and attend/present information.
- Standard UTA safety requirements will be adhered to.
- Standard UTA Specifications for light rail system will be used.
- The project will be delivered on 11x17 drawing sheets using standard UDOT processes.
- CRSA will schedule bi-Weekly coordination meetings (approx. 12). It is assumed that this project will also include (approx. 8) other technical meetings with UTA team members. Other meetings include a comment resolution meeting at the end of the DD and CD phases, 2 meetings with Salt Lake City permitting, and three public involvement meetings.
- Project will include an industry review prior to bidding.
- Support during construction will be limited to answering RFI/Submittals by the CRSA Team. Weekly construction meetings are not required, however the CRSA team will make site visits on regular basis within the 100 hours available.
- Writing of cooperative, betterment, or reimbursement agreements between UTA and Salt Lake City or other entities is not anticipated to be required for the outlined scope of design work and is excluded from scope of work.

Phasing:

No phasing is anticipated with this project.

Fee Type:

Cost plus fixed fee

Work Plan:

1.0 Project Management

CRSA will effectively manage the project scope, budget, schedule, and deliverables throughout the entire design phase. CRSA will schedule bi-Weekly stakeholder meetings hosted at UTA/or virtually. Meetings may also be hosted at CRSA. Additional technical coordination meetings will be scheduled with UTA as part of the design process to coordinate and discuss the project specifications. A central project file of all incoming and outgoing correspondence and materials will be maintained throughout the project. This activity includes processing of contracts/agreements, design coordination, coordination with the client and the project team, schedule updates, invoices, and project controls.

Deliverables:

- Schedule Updates
- Organize and attend Team Meetings, Prepare Agenda and Minutes
- Prepare Invoices to UTA W/Subconsultant Invoices
- Coordinate activities of all subconsultants
- Contract and agreement modifications (if required)
- Internal project reporting and plan updates

2.0 Design Development (35% Schematic and 60% Design Development)

The CRSA Team collaborate with UTA to develop an initial 35% schematic design set that will include a process to develop alternatives to platform construction methodologies. 3D modelling will be developed for each concept option. It is anticipated options will include prefabricated concrete panels. A decision making progress for the viability of the modular platform concept will take place, including review of strategies to accommodate standard UTA components within the modular concepts. A footing installation plan will also be required. Technical reporting and engineering will begin in this phase:

- Confirm if supplemental Geotech and Survey are required during this phase.
- Study of alternative scenarios for construction of the platform surface slab while minimizing impacts to Main Street train operations and automobile traffic.
 - Scenarios will include study of footing excavation and prefabricated concrete panels vs cast in place concrete options.
 - Scenarios to form platform topping slab or platform edge adjacent to fixed guideway.
 - Scenarios will include integration the high block facility (required to board some trains) within the chosen platform construction technology.
- Determination if any technical upgrades are required for signaling (UTA or SLC), communications, data, traction, and OCs systems.

The schematic design package will be informally submitted to allow for decisions to be made. The standard UTA Main Street/900 South Platform template will be the basis of design. The alternative construction methodology investigation will be completed for review as well as utility and systems evaluations. At the DD phase, the CRSA team will begin integration of changes to the baseline station design that were developed in the design process. Each performance specification item will be reviewed and required updates added to the plan set for the platform and canopy.

Design Performance Spec	Schedule Timing	Key Decision/Task
-------------------------	-----------------	-------------------

Earthwork	60%	Determine platform construction methodology to set cast in place or pre-cast footings
Station Platform	30% Long Lead	Select construction methodology for slab, topping material, highblock, and footing
Crosswalks	60%	Select Materiality
Mid-Block Crosswalk	60%	NFPA Egress and Safety Requirements
Canopy	30%	Select alternative materials to improve durability and cleaning
High Block	30% Long Lead	Determine platform construction methodology to set cast in place or pre-cast footings
Signage	60%	Integrate new UTA Sign Standards into new station and consider new technology
Site Furnishings	60%	Consider alternative materials to improve cleaning
Landscaping	60%	Improvements for tree health
Plumbing and Drainage	60%	Identify any existing drainage components
Electrical/Lighting	60%	Coordinate W/landscape and insert in canopy
Snowmelt	30% Long Lead	Confirm hydronic system and select boiler location, bring gas to station
Overhead Contact System	30% Long Lead	Confirm no updates required
Traction Power	30% Long Lead	Confirm no updates required
Track	30% Long Lead	Confirm no updates required
Communications	30% Long Lead	Confirm technology protocols
Fare Collection Systems	30%	Identify improvements to contactless infrastructure
Train Control and Signal Systems Upgrades	30% Long Lead	Study existing systems and determine upgrades required
Traffic Signals and Controls	30% Long Lead	Study existing systems and determine upgrades required/coordinate with ped crossings
Train Controls and Signals	30% Long Lead	Study existing systems and determine upgrades required
Public art	60%	Coordinate with SLC selected artist
Construction Phase	Phase 6	Proceed as approved by UTA
Contract Documents	30% to 100%	Meet all required standards
Drawings and Details	30% to 100%	Revise standard Main Street/900 South details as needed
Geotechnical	30% Long Lead	Confirm no Geotechnical required.
Design Criteria	60%	Confirm if design exceptions are required per current design direction
Bidding Phase	Phase 5	Coordinate bidding and advertising and determine bid packages.

Public Engagement and community Meetings	30% Design	Present renderings developed of planned station.
Permits	60% Design	Coordinate with SLC to meet code requirements
Services During Construction	Phase 6	Determine how to distribute 100 hours across team. Achieve RWP for team.

The cost estimate will be updated in this phase, and the UTA specification will be reviewed. The design team will assist UTA with obtaining the necessary building permits. A DD set will be developed based on the decisions made by UTA and the CRSA Design Team and submitted through formal QA/QC for formal review. CRSA will compile all consultant drawings and submit. A comment resolution meeting will be held. The following packages are planned in each format submittal:

Platform Package	Canopy Package	Sign Package	Systems Package
<ul style="list-style-type: none"> • Platform Layout • Structural Details • Electrical/IT • Landscaping 	<ul style="list-style-type: none"> • Canopy General Layout • Structural Details • Electrical/IT 	<ul style="list-style-type: none"> • Wayfinding • Safety Signage • Electrical/IT 	<ul style="list-style-type: none"> • Signaling and data systems • OCS and Traction Power as Needed
Integrate Safety Systems and Artwork Concepts Across all Packages			

Schematic Design Deliverables (35%):

- Existing conditions documentation and verification
- Station Programming
- Review UTA Design Criteria
- Basis of Design Station (Main Street/900 South Prototype)
 - Platform Package
 - Canopy Package
- Alternative platform construction methodology Process
- 3D Modelling to Demonstrate Concepts
- Schematic Design Package (decision making package)

Design Development Deliverables (60%):

- Design Development Package
 - Platform Package
 - Canopy Package
 - Sign Package
 - System Package
- Preliminary Cost Estimate
- Draft Specifications TOC/Package

Meetings

- Kickoff Meeting
- Bi-Weekly Design Meetings
- Technical Meetings
 - UTA Operations

- UTA Facilities/Maintenance
- UTA Customer Relations
- 60% Comment Resolution Meeting

3.0 Construction Documents (100%)

The CRSA Team will advance the design based on comments from the comment resolution review meeting for all components. The process of refining the design set will begin and result in the submittal of a formal set of CD drawings and specifications. CRSA will facilitate a project cost estimate based on the CD Package as a lump sum bid. CRSA will close out comment resolution forms and distribute the 100% CD review package, lead discussion, and document comments for the comment resolution meeting. This meeting will review the project for consistency, accuracy, and constructability within the project's available funding.

Construction Document Deliverables (100%):

- Construction Document Package
 - Platform Package
 - Canopy Package
 - Sign Package
 - System Package
- 100% Cost Estimate
- 100% Specifications Package
- Submittal of Design Changes to UTA Design

Criteria Meetings

- Bi-Weekly Design Meetings
- Technical Meetings
 - UTA Operations
 - UTA Facilities/Maintenance
 - UTA Customer Relations
 - SLC Permitting
- 100% Comment Resolution Meeting

4.0 Public Involvement

The CRSA team will support UTA and Salt Lake City with hosting three public workshops during the design phase. At meetings and throughout the project, we will deliver effective visual communication techniques using common, easy-to-use technology to show key design features.

Deliverables

- Station 3D modelling for presentations based on designs prepared in SD/DD Phase.

Meetings

- 3 Public Outreach Meetings, organized by Salt Lake City.

5.0 Bidding and Advertising

The design team will support UTA during the bidding process to select a contractor to construct the platform. Bidding phase services to include assisting in: advertising of the project for bids, responding to bidder's questions, preparing clarifications or addenda as required, reviewing the bids, and recommending award of the construction contract. CRSA will coordinate and finalize any outstanding certifications from UTA advertising checklist and submit bid documents.

Deliverables

- Meet with SLC Permitting
- Respond to contractor bid questions and issue addendums as needed
- Submit 100% conformed set as

needed. Meetings

- Bi-Weekly Design Meetings
- 1 Preproposal Bid Meeting
- Meet with SLC Permitting

6.0 Construction Administration

The design team will support UTA with limited construction services. As requested in the RFP, this effort will be limited to 100 hours, construction duration to be determined. A bucket of fee dollars has been provided for the overall team and will be split with the required team members during construction as needed. The design team will make limited site visits, respond to RFI's and Submittals, and prepare record drawings. Key members of the CRSA team have been trained for site visits under the RWP program and will recertify during this phase to support the project.

Deliverables

- Review contractor provided submittals, RFIs, shop drawings in compliance with contract documents
- Review proposed change orders
- Provide punch list and verify completion
- Organize O&M's from the contractor and provide to UTA
- Provide record

drawings Meetings

- Occasional site visits during construction

Exhibit B - Price

CRSA LEAD: Kelly Gillman/Laura Smith

TEAM FEE SUMMARY

CRSA LABOR

Name	Firm	Position	Hours	Actual Rate	Pay Rate Total
CORE TEAM MEMBERS					
Kelly Gillman	CRSA	Team Lead and Design Manager	148	\$57.85	\$ 8,562
David Scott	CRSA	QA/QC Manager	56	\$45.50	\$ 2,548
Laura Smith	CRSA	Project Manager	188	\$35.80	\$ 6,730
Danny Carmen	CRSA	Job Captain	214	\$33.00	\$ 7,062
Melissa Fryer	CRSA	Planner and Illustrator	68	\$34.50	\$ 2,346
Paul Stead	CRSA	Landscape Designer	100	\$25.00	\$ 2,500
			774		

CRSA DIRECT LABOR

CRSA LABOR TOTAL

Overhead

CRSA Overhead Rate

209.7%

\$ 62,385

Direct Labor plus Overhead

\$ 92,133

Fee

Target Profit

10.0%

\$ 9,213

CRSA LABOR TOTAL

\$ 101,346

CRSA REIMBURSABLES SUMMARY

CRSA EXPENSES

Consultant Expenses (Lochner)

\$ 109.00

CRSA REIMBURSEABLES TOTAL

\$ 109

CRSA LABOR AND EXPENSES TOTAL

\$ 101,455

SUB CONSULTANT COMPONENTS

Consultant Name	Labor & Expenses
01-LOCHNER (Civil)	\$ 23,477
02-MOTT MCDONALD (Systems)	\$ 11,898
03-CALDER RICHARDS (Structural)	\$ 18,590
04-ENVISION (Electrical)	\$ 17,650
05-WHW (Mechanical)	\$ 7,435
06-MERIDIAN (Survey)*	\$ 8,135
07-TERRACON (Geotech)**	\$ -
CONSULTANT FEES TOTAL	\$ 87,185

* Placeholder for Approx. 75 Hours

** Removed from scope

INDIVIDUAL PHASE PROJECT SUMMARY

Phase	EXP	Travel Expenses	\$ 109
PROFESSIONAL FEES			
Phase	1	Project Management	\$ 28,572
Phase	2	Design Development (SD and DD)	\$ 78,345
Phase	3	Construction Documents	\$ 62,929
Phase	4	Public Participation	\$ 11,160
Phase	5	Bidding	\$ 7,415
ADDITIONAL FEES			
Phase	6	6.1 Limited CA Support (~100 Hours)***	\$ 14,500

*** Estimated Hours Distributed Across all Team Members

PROPOSED FIXED FEES

CRSA TEAM COMBINED FEES

\$ 203,140

TASKS CONSULTANT FIRM	DISCIPLINE & CONSULTANT							RAW COST	COST W/MARKUP
	01-LOCHNER (Civil)	02-MOTT MCDONALD (Systems)	03-CALDER RICHARDS (Structural)	04-ENVISION (Electrical)	05-WHW (Mechanical)	06-MERIDIAN (Survey)*	07-TERRACON (Geotech)**		
Consultant Fees	\$ 23,367.51	\$ 11,898.36	\$ 18,590.00	\$ 17,650.00	\$ 7,435.00	\$ 8,135.00	\$ -	\$ 87,075.87	\$ 87,075.87
1-Project Management	\$ 5,114.51		\$ 2,020.00	\$ 2,963.00	\$ 840.00	\$ 1,080.00	\$ -	\$ 12,017.51	\$ 12,017.51
2-Design Development	\$ 11,546.00	\$ 5,288.16	\$ 5,080.00	\$ 6,050.00	\$ 3,230.00	\$ 7,055.00	\$ -	\$ 38,249.16	\$ 38,249.16
3-Construction Documents	\$ 4,769.00	\$ 6,610.20	\$ 9,720.00	\$ 7,591.00	\$ 3,230.00		\$ -	\$ 31,920.20	\$ 31,920.20
4-Public Involvement	\$ 579.00		\$ 590.00		-			\$ 1,169.00	\$ 1,169.00
5-Bidding	\$ 1,359.00		\$ 1,180.00	\$ 1,046.00	\$ 135.00			\$ 3,720.00	\$ 3,720.00
6-Construction Support								\$ -	\$ -
Expenses	\$ 109.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109.00	\$ 109.00
Travel & Misc	\$ 109.00							\$ 109.00	\$ 109.00
-								\$ -	\$ -
-								\$ -	\$ -
-								\$ -	\$ -
-								\$ -	\$ -
Total Fees	\$ 23,476.51	\$ 11,898.36	\$ 18,590.00	\$ 17,650.00	\$ 7,435.00	\$ 8,135.00	\$ -		\$ 87,184.87

1 LOCHNER

Task #	Civil Engineering Role: Last Name: Hourly Rate:	Subconsultant Personnel Hours and Rates						Total Hours	Total Hourly Costs	
		Principal-in-Charge	Contract Support	Lead Design Engineer	Utilities Lead	Design Engineer				
		Cloward	Miller	Wildauer	Arnold	Osguthorpe				
		\$212.11	\$89.40	\$192.94	\$145.27	\$84.71	\$0.00	\$0.00		
1.0	Project Management	2	6	14	10				32	\$ 5,114.48
2.0	Design Development	2		19	35	28			84	\$ 11,546.41
3.0	Construction Plans & Specs	1		9	13	11			34	\$ 4,768.89
4.0	Public Presentations			3					3	\$ 578.82
5.0	Bidding Services	1		4	2	1			8	\$ 1,359.12
6.0	Construction Services (Included in Team's 100 Hours)								0	\$ -
									0	\$ -
									0	\$ -
Total Subconsultant Personnel Hours & Costs		6	6	49	60	40		0	161	\$ 23,367.72

2 Mott McDonald

Task #	Systems Engineer Role: Last Name: Hourly Rate:	Subconsultant Personnel Hours and Rates						Total Hours	Total Hourly Costs	
		RR Signal Lead								
		Palko								
		\$ 330.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
1.0	Project Management								0	\$ -
2.0	Design Development		16						16	\$ 5,288.16
3.0	Construction Plans & Specs		20						20	\$ 6,610.20
4.0	Public Presentations								0	\$ -
5.0	Bidding Services								0	\$ -
6.0	Construction Services (Included in Team's 100 Hours)								0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
Total Subconsultant Personnel Hours & Costs			36	0	0	0	0	0	36	\$ 11,898.36

3 Calder Richards Engineering

Task #	Structural Engineering Role: Last Name: Hourly Rate:	Subconsultant Personnel Hours and Rates						Total Hours	Total Hourly Costs	
		Principal-in-Charge	Project Manager	Project Engineer	Drafter					
		Richards	Marshall	Syndergaard	Kozina					
		\$190.00	\$105.00	\$90.00	\$100.00	\$0.00	\$0.00	\$0.00		
1.0	Project Management	4	12	0	0				16	\$2,020.00
2.0	Design Development	4	8	12	24				48	\$5,080.00
3.0	Construction Plans & Specs	4	24	36	32				96	\$9,720.00
4.0	Public Presentations	2	2	0	0				4	\$ 590.00
5.0	Bidding Services	4	4	0	0				8	\$1,180.00
6.0	Construction Services (Included in Team's 100 Hours)								0	\$ -
									0	\$ -
									0	\$ -
Total Subconsultant Personnel Hours & Costs		18	50	48	56	0	0	0	172	\$ 18,590.00

4 Envision Engineering

Task #	Electrical Engineer Role: Last Name:	Subconsultant Personnel Hours and Rates						Total Hours	
		Principal-in-Charge	Project Manager	Electrical Engineer	Clerical				
		Whitton	Rankovic	Butler	Hook	-	-		
		\$ 205.00	\$ 166.00	\$ 119.00	\$ 85.00	\$ -	\$ -	\$ -	
1.0	Project Management	2	12	4	1				19
2.0	Design Development	4	10	30	0				44
3.0	Construction Plans & Specs	6	12	36	1				55
4.0	Public Presentations	0	0	0	0				0
5.0	Bidding Services	0	2	6	0				8
6.0	Construction Services (Included in Team's 100 Hours)	0	0	0	0				0
									0
									0
Total Subconsultant Personnel Hours & Costs		12	36	76	2	0	0	0	126

5 WHW Engineering

Task #	Mechanical Engineers Role:	Last Name:	Subconsultant Personnel Hours and Rates						Total Hours	Total Hourly Costs	
			Principal-in-Charge	Project Manager	Engineer	Drafting	Drafting	Drafting			
			Brad Lash	Jacob Harmer	Ethan Rigby	Miah Robker	Jacob Sutch	Chad Betts			
1.0	Project Management		2	4	0	0	0	0	6	\$840.00	
2.0	Design Development		2	4	8	3	8	3	28	\$ 3,230.00	
3.0	Construction Plans & Specs		2	4	8	3	8	3	28	\$ 3,230.00	
4.0	Public Presentations		0	0	0	0	0	0	0	\$ -	
5.0	Bidding Services		0	1	0	0	0	0	1	\$135.00	
6.0	Construction Services (Included in Team's 100 Hours)								0	\$ -	
									0	\$ -	
									0	\$ -	
Total Subconsultant Personnel Hours & Costs			6	13	16	6	16	6	0	63	\$ 7,435.00

6 Meridian Engineering

Task #	Surveyor's Role:	Last Name:	Hourly Rate:	Subconsultant Personnel Hours and Rates						Total Hours	Total Hourly Costs	
				Principal-in-Charge	Project Manager	Project Surveyor	Survey Crew Chief	Survey Crew	Design Technician			LiDAR Extraction
				Darryl Fenn	Michael Nadeau	Kyle Turner	Spencer Marble	Survey Crew	Travis Williams			Brian Boehmer
1.0	Project Management		2	5						7	\$ 1,080.00	
2.0	Design Development				5	5	15	15	28	68	\$ 7,055.00	
3.0	Construction Plans & Specs									0	\$ -	
4.0	Public Presentations									0	\$ -	
5.0	Bidding Services									0	\$ -	
6.0	Construction Services (Included in Team's 100 Hours)									0	\$ -	
										0	\$ -	
										0	\$ -	
Total Subconsultant Personnel Hours & Costs			2	5	5	5	15	15	28	75	\$ 8,135.00	

7 Terracon

Task #	Geotech's Role:	Last Name:	Hourly Rate:	Subconsultant Personnel Hours and Rates						Total Hours	Total Hourly Costs
				Principal-in-Charge	Project Manager	Engineer	Junior Engineer	Administrative			
				Rick Chesnut	Justin Krieg	Carlos Montilla	Krista Riester	Tracey Avila			
1.0	Project Management									0	\$ -
2.0	Design Development									0	\$ -
3.0	Construction Plans & Specs									0	\$ -
4.0	Public Presentations									0	\$ -
5.0	Bidding Services									0	\$ -
6.0	Construction Services (Included in Team's 100 Hours)									0	\$ -
										0	\$ -
										0	\$ -
Total Subconsultant Personnel Hours & Costs			0	0	0	0	0	0	0	0	\$ -



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 & Laura Hanson, Director of Planning

BOARD MEETING DATE: August 5, 2020

SUBJECT:	Service Planning Software (Remix Software, Inc.)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract and associated disbursements with Remix Software, Inc. in the amount of \$136,400 annually for the term of the agreement, plus a \$10,000 one-time set-up fee. The total contract amount is \$692,000.
BACKGROUND:	UTA Service Planners currently use a mix of GIS, Trapeze software, and manual analysis to make service planning decisions and evaluate the impacts of different service scenarios. With significant changes to UTA's bus service in response to the COVID-19 pandemic and associated recession, and new revenue from future sponsored service agreements, an increased service planning workload is anticipated.
DISCUSSION:	<p>An RFP was issued to solicit proposals for a service planning software tool and two proposals were received. Remix was selected after careful review and interviews with both vendor's references. It was determined that Remix best met UTA's use cases, and had technical features that better met UTA's application needs.</p> <p>UTA's Planning Department proposes to procure three base years of license and support (\$136,400 annually) and a one-time setup fee (\$10,000) for Remix Transit Software. The contract with Remix also includes 2 one-year options at \$136,400 annually, for a total contract value of \$692,000. Remix is a Software-as-a-Service transit planning platform used by dozens of transit agencies across the country. It allows for quick information sharing and automation of tasks related to service planning. These tasks include:</p> <ul style="list-style-type: none">- Estimating costs of new services- Estimating impacts of changes to existing services- Expressing benefits/drawbacks of potential service changes respective to metrics such as population density, minority and low-income populations, favorable market segments, etc.- Estimating changes in access and travel time due to service changes

	<ul style="list-style-type: none"> - Measuring impacts of service changes under Title VI of the Civil Rights Act of 1964 - Measuring total coverage of the system under different service configurations - Estimating the ability of the transit system to transport the largest possible number of passengers within a given timeframe <p>Executing these tasks using current tools (such as GIS, Trapeze) results in a service impact analysis process that takes 1-2 weeks for a given service change. With Remix, this process will take a fraction of the time and can effectively be done in real time when working with stakeholders. In addition, Remix and its outputs are much more user friendly than current tools, allowing for easier communication about proposed service changes and their impacts to stakeholders, local leaders, and the public at large.</p>										
CONTRACT SUMMARY:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" data-bbox="402 730 1563 810">Contractor Name: Remix Software, Inc.</td> </tr> <tr> <td data-bbox="402 810 1002 919">Contract Number: 20-03262</td> <td data-bbox="1002 810 1563 919">Existing Contract Value:</td> </tr> <tr> <td data-bbox="402 919 1002 1029">Base Contract Effective Dates: July 2020 – June 2023</td> <td data-bbox="1002 919 1563 1029">Extended Contract Dates: July 2023 – June 2025</td> </tr> <tr> <td data-bbox="402 1029 1002 1138">Amendment Amount:</td> <td data-bbox="1002 1029 1563 1138">New/Total Amount Contract Value: \$692,000 total:</td> </tr> <tr> <td data-bbox="402 1138 1002 1255">Procurement Method: Competitive RFP</td> <td data-bbox="1002 1138 1563 1255">Funding Sources: UTA’s 2020-2022 Operating Budget</td> </tr> </table>	Contractor Name: Remix Software, Inc.		Contract Number: 20-03262	Existing Contract Value:	Base Contract Effective Dates: July 2020 – June 2023	Extended Contract Dates: July 2023 – June 2025	Amendment Amount:	New/Total Amount Contract Value: \$692,000 total:	Procurement Method: Competitive RFP	Funding Sources: UTA’s 2020-2022 Operating Budget
Contractor Name: Remix Software, Inc.											
Contract Number: 20-03262	Existing Contract Value:										
Base Contract Effective Dates: July 2020 – June 2023	Extended Contract Dates: July 2023 – June 2025										
Amendment Amount:	New/Total Amount Contract Value: \$692,000 total:										
Procurement Method: Competitive RFP	Funding Sources: UTA’s 2020-2022 Operating Budget										
ALTERNATIVES:	<p>UTA could chose to not acquire this software and continue to perform service planning functions with existing tools. Service Planners would not be able to be as responsive to requests to explore new service scenarios.</p>										
FISCAL IMPACT:	<p>The fiscal impact of this contract is \$136,400 annually for the term of the agreement, plus a \$10,000 one-time set up fee. The first year cost is included in the Planning Department’s 2020 Operating Budget. The 2021 and 2022 license fees will be included in future operating budget requests.</p> <p>The Planning Department estimates that acquiring Remix will lead to time savings equivalent to hiring two additional service planners.</p>										
ATTACHMENTS:	<p>1. Remix Software Contract</p>										

UTA CONTRACT NO. 20-03262

UTA PLANNING SOFTWARE SERVICES

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

RECITALS

- A. UTA desires to hire professional services for UTA Planning Software Services.
- B. On April 10, 2020, UTA issued Request for Proposal Package Number RFP 20-03262 (“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 herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. SERVICES TO BE PROVIDED

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

site rules including, without limitation, those related to safety and environmental protection, copies of which have previously been made available to Contractor.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial three (3) year period expiring July 31, 2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

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

6. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents

(where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services 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 Professional Services;
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable).

b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the

Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. INVOICING PROCEDURES

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA

when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting or independently developed intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

Subject to the terms and conditions of this Agreement, Consultant grants to UTA a non-exclusive, non-transferable license during the term of this Contract, solely for UTA's internal business purposes and in accordance with the limitations (if any) set forth in the Scope of Work attached hereto as Exhibit A, (a) to access and use the Consultant Solution (as defined below) and in accordance with the documentation; and (b) to use and reproduce a reasonable number of copies of the documentation solely to support UTA's use of the Consultant Solution. UTA may permit any authorized users to access and use the features and functions of the Consultant Solution as contemplated by this Agreement, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Contract, and any use of the services by such individuals is for the sole benefit of UTA. UTA will not, and will not permit any user or other party to: (a) allow any third party to access the Consultant Solution, except as expressly allowed herein; (b) modify, adapt, alter or translate the Consultant Solution; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Consultant Solution or documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) or nonpublic APIs of the Consultant Solution, except as permitted by law; (e) interfere in any manner with the operation of the Consultant Solution or the hardware and network used to operate the Consultant Solution; (f) modify, copy or make derivative works based on any part of the Consultant Solution or documentation; (g) access or use the Consultant Solution to build a similar or competitive product or service; (h) attempt to access the Consultant Solution through any unapproved interface; or (i) otherwise use the Consultant Solution or documentation in any manner that exceeds the scope of use permitted under this Contract or in a manner inconsistent with applicable law. UTA acknowledges and agrees that the Consultant Solution will not be used, and is not licensed for use, in connection with any of UTA's time-critical or mission-critical functions. UTA will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Consultant or its licensors on the Licensed Material or any copies thereof. Consultant Solution means Consultant's software-as-a-service application identified in the Scope of Work attached as Exhibit A that allows authorized users to access certain features and functions through a web interface.

11. USE OF SUBCONTRACTORS

- a. Consultant shall give advance written notification to UTA of any proposed subcontract

(not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

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

13. SUSPENSION OF WORK

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

14. TERMINATION

a. FOR CONVENIENCE: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for

anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. FOR DEFAULT: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor ten (10) business 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.

Contractor may terminate this Agreement in the event UTA fails to remit payment in accordance with Exhibit B and fails to cure such breach within ten (10) business days of receipt of written notice of such breach.

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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

16. FINDINGS CONFIDENTIAL

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

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

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-

VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from subcontractors. Utah Transit Authority must be scheduled as an additional insured on any subcontractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all third-party Claims of any kind or nature whatsoever on account of infringement relating to 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 Consultant's opinion, reasonably expected to be held an infringement or if in such suit is 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. Notwithstanding the foregoing, Consultant will have no obligation under this Section 20 or otherwise with respect to any infringement claim based upon (i) any use of the Work not in accordance with this Agreement or as specified in the documentation; (ii) any use of the Work in combination with other products, equipment, software or data not supplied by Consultant; (iii) any modification of the Work by any person other than Consultant or its authorized agents; or (iv) UTA's settlement or admission with respect to any claim without Consultant's prior written consent (each an "**Exclusion**"). This Section 20(a) states the sole and exclusive remedy of UTA and the entire liability of Consultant, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. EXCEPT WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTIONS 18 AND 20, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT APPLY TO CONSULTANT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 18 AND 20.

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Supervisor/Consultant's Supervisor	Five calendar days
UTA's Manager/Consultant's Manager	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void. Notwithstanding the foregoing, Consultant may assign this Contract without the prior consent of UTA in connection with a stock sale, merger or sale of all or substantially all of its assets to a third party.

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

If to UTA:
Utah Transit Authority
ATTN: Pat Postell
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant:
Remix Software, Inc.
1128 Howard Street
San Francisco, CA 94103

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

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

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

30. COSTS AND ATTORNEYS FEES

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

31. ANTIDISCRIMINATION

1. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

2. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

32. NO THIRD PARTY BENEFICIARY

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

33. FORCE MAJEURE

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

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

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

36. AMENDMENTS

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

37. COUNTERPARTS

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

38. SURVIVAL

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

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

REMIX SOFTWARE, INC.

By 

By 

UTAH TRANSIT AUTHORITY:

Carolyn M. Gonot
Executive Director

Mary DeLoretto
Chief Service Development Office

Michael Bell
Associate Attorney General
UTA Counsel

EXHIBIT A SCOPE OF WORK

Remix Scope of Work for UTA

Prepared for Laura Hanson, Eric Callison, UTA. By Remy Leaf, Remix (remy.leaf@remix.com). Date: 25 June 2020

What do I get with a Remix License? **A full transit planning platform for your entire agency. It's an annual subscription for unlimited users, and includes:**

- Fast and accurate sketch planning using existing stop infrastructure
- Instant demographic impact analysis
- Instant cost estimates
- Unlimited exports (excel, shapefile, KML, frequency-based GTFS, high-resolution image)
- Unlimited custom data layers (polygon-based shapefiles)
- Unlimited GTFS uploads
- Public engagement and share features
- Travel-time isochrone visualizations
- Title VI Engine (US) - generate a service equity analysis in less than 10 minutes
- Timetables – generate and customize timepoints and segment-level runtimes
- Export timetables into excel
- Consistent and regular product improvements / feature launches

Customer support? **Our Success Team brings years of transit experience and works with you to develop a customized Success Plan. Each plan has three parts:**

1. Onboard (First 60 Days): Identify a first project and work on it together.
 - Workshops, Project-Assisted Training, Individual Sessions, Video Guides
2. Plan (Months 2+): Bring your plans to life with Remix.
 - Regular Check-ins, Best Practices Blog, Remix Webinars, Remix Conference
3. Measure Results (Months 6+): Document your return on investment (ROI).
 - Develop ROI Report, Set Yearly Goals, Manage Renewal, Plan Ahead

Technical requirements? **Remix is entirely web-based and software-as-a-service (SaaS).**

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password

- Remix works on the latest version of any browser
- Agency-wide annual subscription -- no maintenance fees.
- Every time we update the platform and launch a new feature, you'll see it the next time you log in. We launched 40+ new features within the last 12 months, rolled out to all customers

EXHIBIT B – PRICING

25 JUNE 2020. Our pricing is based on the total size of your fixed-route vehicle fleet.

Effective Date	TBD
Commitment Term	3 years (+ 2 option years)
Remix License	<p>\$136,400 USD per year, based on a total fixed route fleet of 570</p> <ul style="list-style-type: none">• Remix Transit Planning licenses for an unlimited number of users within organization.• Software as a Service (SaaS): fully hosted, cloud-based web platform.• Dedicated Customer Success staff.• Enterprise Support: response to requests in 1 business day.
One-Time Setup	<p>\$10,000 USD</p> <ul style="list-style-type: none">• Provide onboarding and training for all staff.• Create user accounts.• Process latest GTFS and any custom data.
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.

**EXHIBIT B
PRICING**

Item	Month	Per Month Price	Total Amount
Year 1: Monthly Maintenance & Operational Support	12	\$833 (\$10,000 total for set-up fee) + \$11,367 (\$136,400 annually for Transit license)	\$146,400
Year 2: Monthly Maintenance & Operational Support	12	\$11,367 (\$136,400 annually for Transit license)	\$136,400
Year 3: Monthly Maintenance & Operational Support	12	\$11,367 (\$136,400 annually for Transit license)	\$136,400
Year 4: Monthly Maintenance & Operational Support	12	\$11,367 (\$136,400 annually for Transit license)	\$136,400
Year 5: Monthly Maintenance & Operational Support	12	\$11,367 (\$136,400 annually for Transit license)	\$136,400
Total for 5 Years			\$ 692,000

REMIX TERMS AND CONDITIONS

These Terms and Conditions ("Terms", together with an Order Form referencing these Terms, the "Agreement"), are entered into between Remix, Inc., a Delaware corporation ("Remix"), and the customer identified on the Order Form ("Customer"), and are effective as of the date that the Order Form is executed by both parties (the "Effective Date"). The Parties acknowledge that in order of precedence, these terms are of lower precedence the UTA's terms and conditions contained the contract and that UTA's terms and conditions will take precedence in case of a conflict.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this Section 1, or in the section in which they are first used.

1.1 "Authorized User" means each of Customer's employees, agents, and independent contractors who are authorized to access the Remix Solution under this Agreement.

1.2 "Customer Content" means any content, data and information provided to Remix by or on behalf of Customer or its Authorized Users for use with the Services, including, without limitation, any Mobility Provider Data. Customer Content does not include Licensed Material or Resultant Data.

1.3 "Documentation" means the materials describing the use and operation of the Remix Solution that are made available to Customer on <https://help.remix.com/> or such other web page as Remix may designate to Customer from time to time.

1.4 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.5 "Licensed Material" means reports, results, materials and documentation made available to Customer as part of the Services. Licensed Material does not include the Remix Solution or any component thereof.

1.6 "Mobility Provider" means an operator of a transportation or rideshare service or platform that provides or facilitates transportation by train, bus, car, bicycle, scooter or any other mode of transportation and is required to provide transportation related data and information to Customer (or its third party designees) by contract, permit or other applicable ordinance, regulation or law.

1.7 "Mobility Provider Data" means any data or other information made available to Remix by a Mobility Provider at the direction, or for the specific benefit, of the Customer, even if Remix's receipt of such information is governed by its own agreement with the Mobility Provider.

1.8 "Order Form" means an order form signed by both parties that references this Agreement.

1.9 "Professional Services" means professional services provided by Remix to Customer as described in any Order Form (as may be further described in any statement of work).

1.10 "Remix Solution" means the Remix software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface.

1.11 "Resultant Data" means statistics, data, insights, observations, analyses, ideas and other information that does not identify any natural person and is derived from the categorization, modeling or other processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of Remix's other customers.

1.12 "Services" means any services provided by Remix to Customer under this Agreement as described in an Order Form, including, but not limited to, provision of the Remix Solution and Professional Services.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's payment of the fees set forth in the Order Form ("Fees"). Remix will provide customer with access to the Remix Solution during the term (as defined below). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Remix Solution, and notify Remix promptly of any such unauthorized use known to Customer.

2.2 Support Services. Subject to the terms and conditions of this Agreement, Remix will exercise commercially reasonable efforts to (a) provide support for the use of the Remix Solution to Customer, (b) keep the Remix Solution operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Terms set out in Exhibit A.

2.3 Hosting. Remix will, at its own expense, provide for the hosting of the Remix Solution, provided that nothing herein will be construed to require Remix to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Remix Solution from the Internet.

2.4 Privacy and Security. Remix will comply with all privacy and data security laws applicable to it, and use the Customer Content only to provide the Services and as expressly authorized by this Agreement and for no other purpose. Remix will implement administrative, technical, and physical security measures designed to protect the security of Customer Content, including, without limitation, measures no less protective than those described **at Exhibit A**. The parties agree to work together in good faith to amend this Agreement to the extent necessary to comply with privacy and data security laws.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, Remix grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.6) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Remix Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Remix Solution. Customer may permit any Authorized Users to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided Customer remains responsible for compliance by such individuals with all of

the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Customer.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Remix Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Remix Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Remix Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) or nonpublic APIs of the Remix Solution, except as permitted by law; (e) interfere in any manner with the operation of the Remix Solution or the hardware and network used to operate the Remix Solution; (f) modify, copy or make derivative works based on any part of the Remix Solution or Documentation; (g) access or use the Remix Solution to build a similar or competitive product or service; (h) attempt to access the Remix Solution through any unapproved interface; or (i) otherwise use the Remix Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Remix or its licensors on the Licensed Material or any copies thereof.

3.3 Ownership. As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Remix in this Agreement are reserved by Customer. As between the parties, the Remix Solution, Licensed Materials, Documentation and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Remix and its suppliers. All rights in and to the Remix Solution, Licensed Materials, Documentation and Resultant Data not expressly granted to Customer in this Agreement are reserved by Remix and its suppliers.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, Remix grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable, royalty-free and fully-paid license to use Licensed Material solely for Customer's internal business purposes and, where Customer is a governmental body, to publicly display the Licensed Material as reasonably necessary to exercise its official authority or fulfill its legal obligations, including, without limitation, to solicit public comment on information contained in Licensed Material.

3.5 License to Customer Data; Resultant Data. Customer grants Remix a non-exclusive, worldwide, non-transferable (except as permitted under Section 13.6), non-sublicensable (except to permitted subcontractors under Section 13.10), royalty-free and fully paid license to (a) use the Customer trademarks, service marks, and logos as required to provide the Services; (b) to use, host, store, create derivative works from, communicate, distribute and publicly display the Customer Content as required to perform the Services and improve the Remix Solution; and (c) analyze the Customer Content, combine Customer Content with other data and create Resultant Data, including, without limitation, by utilizing machine learning applications. Customer acknowledges that the value of the Remix Solution to Customer and Remix's ability to provide it in accordance with this Agreement are contingent on Remix's ability to operate and improve the Remix Solution based on what it learns from the Resultant Data generated in the course of delivering the Remix Solution to all Remix customers.

3.6 Open Source. Certain items of software may be provided to Customer with the Remix Solution and certain Licensed Materials are subject to "open source" or "free software" licenses ("Open Source Material"). Some of the Open Source Material is owned by third parties. Open Source Materials are not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Materials. If required by any license for particular Open Source Materials, Remix makes such Open Source Materials, and Remix's modifications to that Open Source Materials, available by written request at the notice address specified below.

3.7 Third Party Products. Certain features and functionality of the Services may rely on third party data, software, or applications ("Third Party Products"). Such Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third Party Products or utilize any features or functionality of the Services that incorporate them.

3.8 Feedback. Customer hereby grants to Remix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Remix will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and Services performed by Remix under this Agreement, Customer will pay to Remix the Fees. Except as otherwise provided in the Order Form, all Fees are billed at the end of the month due and payable within thirty (30) days of the date of the invoice. Customer will reimburse Remix for documented expenses that are expressly provided for in an Order Form or SOW (defined below) or that have been approved in advance in writing by Customer. Remix reserves the right (in addition to any other rights or remedies Remix may have) to discontinue the Remix Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. If Customer believes that Company has billed Customer incorrectly, Customer must contact Remix no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

~~4.2 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes and all applicable duties, riffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than the taxes based on Remix's Income), fees, duties, and charges, and related any related penalties and interest, arising from the payment and the fees, the provision of the services, or the license of the Remix Solution to Customer. Customer will make all payment of fees to Remix, free and clear of, and without reduction for, any withholding taxes; and such taxes, imposed on payment of fees to Remix will be Customer's sole responsibility, and Customer~~

~~will provide Remix official receipts issued by the appropriate taxing authority, or other such evidence as the Remix may reasonable request, to establish that such taxes have been paid.~~

~~4.3 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.~~

Not Applicable – see Exhibit C – Utah State Tax Commission Exemption Certificate for Government, Public Schools, etc.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 Licenses; Customer Content. Customer will obtain all third party licenses, c1isents and permissions needed for Remix to provide the Services, use the Customer Content in connection therewith, and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.

5.2 Customer Warranty. Customer represents and warrants that the Custo,,er Content and its use by Remix in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Remix's system or data; and (e) otherwise violate the rights of a third party or applicable law.

5.3 Back-ups; Security. Customer will have the ability to export Customer Content out of the Remix Solution or the Term of the relevant Order Form and thereafter in accordance with Section 11.4. Customer acknowledges that the Remix Solution is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content by Customer and the security of all usernames, passwords, API keys and other credentials required to access the Remix Solution. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Authorized User who has access to the Remix Solution is no longer an employee of or engaged by Customer, then Customer ~~will immediately~~ **in a timely manner** delete such access and otherwise terminate such Authorized User's access to the Remix Solution.

5.4 Mobility Provider Coordination. Customer acknowledges performance of the Services (and value of the Services to Customer) may depend on Remix's receipt of data or other information or cooperation from one or more Mobility Providers. Customer shall be responsible for taking all actions reasonably required to ensure such Mobility Providers provide such data, information or cooperation to Remix as is reasonably required for Remix to perform the Services, including, without limitation, requiring Mobility Providers to make available to Remix any and all data and information to which Customer is entitled in accordance with Remix's then applicable data specifications, and without requiring Remix to pay any additional consideration to, or sign any additional agreements with, the Mobility Provider. Customer acknowledges and agrees that (a) Remix shall have no liability for a Mobility Provider's failure to provide such data, information or cooperation or other action or omission and (b) a Mobility Provider shall in no event be construed as a Remix supplier, contractor or agent even if Remix enters into a license or other agreement with such Mobility Provider to obtain data or information in furtherance of the Services.

6. PROFESSIONAL SERVICES.

6.1 Where the parties have agreed to Remix's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a statement of work signed by both parties ("SOW"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement. Customer may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Customer's rights to use the Service set forth in this Agreement and the applicable SOW, but Remix will retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by Remix as part of the Professional Services.

6.2 Freedom of Information Requests. Remix will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable freedom of information laws. Remix understands that UTA's ability to protect its Licensed Materials from release under the Utah Government Records Access and Management Act is contingent upon full cooperation by Remix in providing adequate justification supporting the desired protection.

7. WARRANTIES AND DISCLAIMERS.

7.1 Limited Warranty. Remix represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. Remix's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Remix to use commercially reasonable efforts to correct the reported non-conformity, or if Remix determines such remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section 7.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

7.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND NEITHER REMIX NOR ITS SUPPLIERS MAKES (AND SUCH PARTIES HEREBY DISCLAIM) ANY OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. REMIX DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF

THE REMIX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. REMIX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF REMIX OR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY OR RELIABILITY OF MOBILITY PROVIDER DATA.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. EXCEPT WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2 Amount of Damages NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

8.3 DELETED

8.4 DELETED

9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" means any code, inventions, know-how, business, technical and financial information, and any other nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that it discloses to the other party (the "Receiving Party") and identifies as "confidential" or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and all enhancements and improvements thereto will be considered Confidential Information of Remix.

9.2 Protection of Confidential Information. Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to personnel and contractors who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of

electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence. Customer acknowledges and agrees that Remix sharing or making available Customer Content, the Remix Solution, or Licensed Material, to Authorized Users in accordance with this Agreement shall not violate this Section 9.

9.3 Exceptions. The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or later becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate was independently developed by employees and contractors of the Receiving Party without reference to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, the Utah Government Access and Records Management Act (GRAMA) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by freedom of information laws, Customer agrees to afford all confidentiality protections available under applicable law to such Confidential Information of Remix prior to disclosing it pursuant to such laws, including, without limitation, by providing Remix notice of GRAMA requests for such Confidential Information, the opportunity to object to Customer's disclosure thereof, and notice of Customer's disclosure determinations; and (ii) to its attorneys, accountants, professional advisors, and actual or potential lenders, investors or acquirers so long as such parties are bound by confidentiality obligations no less restrictive than those set forth herein.

10. INDEMNIFICATION

10.1 By Remix. Remix will defend at its expense any claim brought against Customer insofar as such claim is based on a claim by any third party alleging that the Remix Solution infringes such third party's patent, copyright or trademark rights under applicable laws of any jurisdiction within the United States of America, and will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Remix (including reasonable attorneys' fees and costs) resulting from such claim. If any portion of the Remix Solution becomes, or in Remix's opinion is likely to become, the subject of a claim of infringement, Remix may, at Remix's option: (a) procure for Customer the right to continue using the Remix Solution; (b) replace the Remix Solution with non-infringing software or services which do not materially impair the functionality of the Remix Solution; (c) modify the Remix Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Remix Solution and Documentation. Notwithstanding the foregoing, Remix will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Remix Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Remix Solution in combination with other products, equipment, software or data not supplied by Remix; (iii) any

modification of the Remix Solution by any person other than Remix or its authorized agents; or (iv) Customer's settlement or admission with respect to any claim without Remix's prior written consent (each an "Exclusion"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Remix, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

10.2 By Customer. Customer will defend at its expense any claim brought against Remix insofar as such claim is based on a claim by any third party arising from or relating to the Customer Data, the breach or alleged breach by Customer of Section 5.2 (Customer Warranties), or any Exclusion, and Customer will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Customer (including reasonable attorneys' fees and costs) resulting from such claim.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "Term"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the effective date of the Order Form and continue in full force and effect for the time period specified therein, unless earlier terminated in accordance with the Agreement. Thereafter, the Order Form may, upon 30 days' notice by Customer, renew for additional terms of one (1) year.

11.2 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to delete or return all Confidential Information of the other party, as set forth in the Section 9; provided that, for clarity, Remix is not obligated to delete or return Resultant Data; and (c) any amounts owed to Remix under this Agreement will become immediately due and payable. Sections 1, 3.3-3.8, 4, 5.3, 5.4, 7.2, 8, 9, 10, 11.3, 11.4, 12 and 13 will survive expiration or termination of this Agreement for any reason.

11.4 Data Extraction. For sixty (60) days after the end of the Term, as applicable, Remix will make Customer Content and Licensed Materials available to Customer through the Remix Solution on a limited basis solely for purposes of Customer retrieving such Customer Content and Licensed Materials, except to the extent Remix has instructed Customer to delete it. After such period, Remix **will** destroy all copies of Customer Content and Licensed Materials in its possession.

12. CO-MARKETING.

At the request of Remix, Customer agrees to the issuance of a joint press release on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the press release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees that Remix may use Customer's name and logo on Remix's website and in Remix promotional materials and refer to Customer as a customer of Remix therein.

13. MISCELLANEOUS

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Utah, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Venue will be any Utah court of competent jurisdiction.

13.2 Export. Customer agrees not to export, report, or transfer, directly or indirectly, any U.S. technical data acquired from Remix, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited.

13.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.6 No Assignment. Except as provided in Section 13.10, neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.7 Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

13.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform such duties or obligations will not be considered a breach of this Agreement if such delay or failure is caused by a labor dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, refusal of a license by a government agency or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.9 Independent Contractors. Customer's relationship to Remix is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Remix.

13.10 Subcontractors. Remix may use the services of subcontractors and permit them to exercise the rights granted to Remix in order to provide the Services under this Agreement, provided that Remix remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.

13.11 Notices. All notices required or permitted under this agreement must be delivered in writing, if to Remix, by emailing team@remix.com and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

13.13 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Remix.

Service Levels

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Remix's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Remix's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Remix will credit Customer 5% of Service fees for each period of 30 or more

consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Remix) recognizes that downtime is taking place, and continues until the availability of the Services is restored and **communicated to Customer**. In order to receive downtime credit, Customer must notify Remix in writing **within 72 hours** from the time of downtime, and failure provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Remix will only apply a credit to the month in which the incident occurred. Remix's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Remix to provide adequate service levels under this Agreement.

ATTACHMENT TO SCOPE OF WORK

INSTALLATION TIMELINE

REMIX SOFTWARE

CONTRACT 20-03262

- Access to Remix user logins within 2 business days of contract execution, assumption that UTA delivers a list of users immediately upon contract execution
- 90-Minute Basic Training and a 60-min Advanced Training for Remix Transit within 30 business days of contract execution, dependent on UTA staff availability (we will prioritize this as soon as UTA can share a date/time)
- Custom Data Layers processed and available for UTA's review within 7 business days of receiving and aligning on the data request, on an ongoing basis



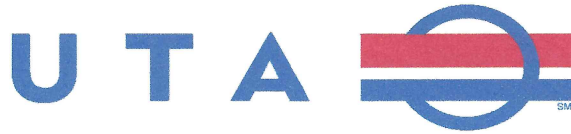
MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications & Marketing Officer
PRESENTER(S): Andrea Packer, Communications Director

BOARD MEETING DATE: August 5, 2020

SUBJECT:	Advertising Contract Extension (Lamar Transit Advertising)
AGENDA ITEM TYPE:	Revenue Contract
RECOMMENDATION:	Authorize the Executive Director to extend the contract with Lamar Advertising for one year (through August 31, 2021)..
BACKGROUND:	Lamar Transit Advertising was procured in 2013 through a full RFP procurement process. It's a seven year contract, with up to three option years available. Lamar Transit Advertising was unanimously chosen by the selection committee due to their experience and their financial proposal.
DISCUSSION:	<p>Lamar is an experienced national advertising company, and their performance has been exemplary during the term of their contract, they have been a great partner with UTA. However, the COVID-19 pandemic has impacted advertising sales, a trend that is being seen nationwide, and they have requested financial relief during the one-year extension, the terms of which have been evaluated by staff.</p> <p>Staff is recommending that we exercise the first of three available option years, with revised financial terms that provide some relief for Lamar, but also for the local and national advertisers with which they have built and established relationships over years. The terms of the one-year contract extension are outlined here, providing financial relief to Lamar but including an opportunity to revisit the 65% revenue share true-up quarterly and to revisit the terms after six months should the economy rebound:</p> <ul style="list-style-type: none">- Initiate one-year contract extension with modified terms beginning September 1, 2020 through August 31, 2021.- Reduce Minimal Annual Guarantee (MAG) from \$2,550,000 to \$1,080,000- Shift annual, upfront prepayment of total MAG to 12 monthly installments of \$90,000 (paid by the 15th of each month).- Adjust the true-up of the 65% revenue share agreement from annual to quarterly, to accommodate the potential positive uplift in the local economy and advertising spend.

	- Evaluate the terms at 6 months.	
CONTRACT SUMMARY:	Contractor Name: Lamar Transit Advertising	
	Contract Number: UT13-014GL	Existing Contract Value: \$16,450,000
	Base Contract Effective Dates: September 1, 2013 thru August 31, 2020	Extended Contract Dates: September 1, 2020 – August 31, 2021
	Amendment Amount: \$1,080,000.00	New/Total Amount Contract Value: \$17,530,000.00
	Procurement Method: RFP selection process	Funding Sources: UTA funds
ALTERNATIVES:	Should UTA not move forward with the contract extension a new procurement process would need to be undertaken. This process would take several months, during a pandemic and economic downturn, which would likely result in proposals with reduced revenues over the long-term.	
FISCAL IMPACT:	Potential reduced advertising revenues of \$1,470,000 submit to quarterly revenue share reviews and the evaluation of terms after six months.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Original contract 2. Contract extension document 	



**EXERCISE OF OPTION ONE
TO CONTRACT UT13-014GL**

This Exercise of Option One to Contract Agreement is hereby entered as of the latest signature date below, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter “UTA”) and LAMAR OBIE CORPORATION, dab LAMAR TRANSIT ADVERTISING, (hereinafter “Contractor”).

RECITALS

WHEREAS, on September 1, 2013 UTA entered into a contract to provide professional services for a contractor to market, sell and manage advertising space for and on behalf of the Utah Transit Authority (UTA) for all UTA vehicles; and

WHEREAS, UTA requires the exercise of Option Year 1, Year 8 of contract; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

CONTRACT AGREEMENT

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

1. Term: The contract is extended for a period of one (1) year so as to provide for the completion of all work between September 1, 2020 and August 31, 2021.
2. The greater of the Guaranteed Minimum Payment to UTA or 65% of Net Billings in each contract year: The guaranteed minimum will be \$1,080,000.00 for the period listed in number 1 above.
3. Shift annual, upfront prepayment of total MAG to 12 monthly installments of \$90,000 (paid by the 15th of each month).
4. Adjust the true-up of the 65% revenue share agreement from annual to quarterly, to accommodate for to the potential positive uplift in the local economy and advertising spend.

Contract UT13-014GL
Commercial Advertising Services Agreement




5. Quarterly Reconciliation of Revenue Statement will take place within fifteen (15) days of the end of each three (3) month quarter, commencing on the contract start date. Contractor shall provide to UTA a quarterly revenue statement for the previous contract quarter. The statement shall be accompanied by a revenue payment to UTA for the difference between the portion of the MAG paid for the previous contract quarter and UTA's percentage share of Net Sales Revenue for the previous contract quarter if UTA's percentage of Net Sales Revenue is higher than the MAG.

6. Evaluate the terms at 6 months (by February 28, 2021) for change in market conditions.

7. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the latest signature date below.

LAMAR TRANSIT ADVERTISING:



Neal Gatherum
VP/GM

Date 7/6/20

UTAH TRANSIT AUTHORITY:

Carolyn Gonot
Executive Director

Date _____

Nichol Bourdeaux
Chief Comms and Marketing Officer

Date _____

Approved as to Form and Content:

Michael Bell
Legal Counsel for UTA



Date _____

Project Manager:

Andrea Packer
Communications Director

Date _____

DRAFT DATED September 25, 2013

COMMERCIAL ADVERTISING SERVICES AGREEMENT

BETWEEN

UTAH TRANSIT AUTHORITY

AND

LAMAR OBIE CORPORATION, dba

Lamar Transit Advertising

THIS COMMERCIAL ADVERTISING SERVICES AGREEMENT (“Agreement”) is made effective as of the 1st day of September, 2013 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended (herein called the “**UTA**”), and **LAMAR OBIE CORPORATION**, a Delaware corporation, dba Lamar Transit Advertising and having offices at 754 South 200 West, Salt Lake City, Utah 84101 (herein called the “**Company**”).

RECITALS

WHEREAS, UTA issued a request for proposals seeking a contractor to market, sell and manage Advertising Space on UTA Vehicles;

WHEREAS, the Company submitted a proposal which has been accepted by UTA;

WHEREAS, the Company has the expertise necessary to perform the services sought by UTA; and

WHEREAS, UTA wishes to grant the Company an exclusive license to place advertising on the Advertising Space as set forth in the Agreement.

AGREEMENT

NOW THEREFORE in consideration of the covenants and agreements of the parties hereto set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:

1. DEFINITIONS AND SCHEDULES

1.1 Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

“**Advertiser**” means a party who enters into a contract with the Company for the placement of advertising on the Advertising Space.

“**Advertising Contract**” means a contract between the Company and an Advertiser for the placement of advertising on the Advertising Space.

“**Advertising Space**” means the advertising products, as set out in Schedule A.

“**Agreement**” means this Agreement including the Recitals and Schedules to this Agreement as amended, supplemented, modified and restated from time to time by agreement in writing signed by the parties to this Agreement.

“**Annual Fee**” means the greater of the Minimum Annual Guarantee or the Revenue Share.

“Annual Statement” means a statement, prepared by the Company, in accordance with generally accepted accounting principles, certifying the following information for the previous Contract Year:

- (a) Gross Billings;
- (b) Net Billings;
- (c) discounts;
- (d) charges relating to advertising display production;
- (e) commissions and fees paid or payable to advertising agencies, brokerage sales organizations and In-House Advertising Agencies;
- (f) all applicable value-added or similar taxes;
- (g) the monthly payments made to UTA;
- (h) copies of all Advertising Contracts entered during the reporting year; and
- (i) all other amounts due to UTA under sections 12, 13 and 14 of this Agreement.

“Associate” means, whenever used in this Agreement to indicate a relationship with a person:

- (a) a corporation of which the person beneficially owns, directly or indirectly, more than 20% of the voting rights attached to all outstanding voting securities of the corporation;
- (b) a trust or estate in which the person has a substantial beneficial interest or for which he or she serves as a trustee;
- (c) a spouse, minor son or daughter of the person; or
- (d) other than someone referred to in paragraph (c), a relative of the person or of his or her spouse who resides with the person.

“Bus Fleet Vehicle” means any bus in UTA’s fleet other than over-the-road commuter coaches, 30-foot buses, Ski Service Bus Fleet Vehicles and Flextrans Buses.

“Business Day” means any day other than a Saturday, Sunday or a statutory holiday in Utah.

“Company” means Lamar Obie Corporation, a Delaware corporation, dba Lamar Transit Advertising.

“Company Personnel” means employees, contractors, servants and agents of the Company who may be required to engage in any activity in connection with this Agreement.

“Company’s Reserve” has the meaning set out in Schedule D.

“Contract Month” means each calendar month of the License Term.

“Contract Year” means each period of 12 consecutive months during the License Term commencing September 1, 2013.

“Credit” means any monetary refund or rebate, which has been approved in advance by UTA, given by the Company to an Advertiser as a result of UTA’s public transit system being out of service for a continuous period of 72 hours or longer in any particular month.

“Discount Policy” means the Company’s policy in effect for discounting any portion of the Advertising Space from the Published Rate Card rates, as such Discount Policy is approved from time to time by UTA (such approval not to be unreasonably withheld).

“Frame” or **“Framing”** means, all racks, space frames and similar or necessary ancillary objects used for the display of advertisements under this Agreement.

“Flextrans Display” means the visual advertising of a comprehensive design on the side of a Flextrans Bus that is 21 or 22” high x 70” wide.

“Full Back Advertising” means the visual advertising comprised of a comprehensive design, covering the entire back of a Bus Fleet Vehicle but excluding the rear bumper and any other space which may be required by UTA for identification or operating decals or signs.

“Gross Billings” means the dollar amount of all billings made by the Company to Advertisers in relation to the placement of advertising on the Advertising Space which for greater certainty excludes:

- (a) any charges relating to advertising display production;
- (b) any value added tax or other similar tax; and
- (c) any revenue generated from a New Advertising Opportunity.

“Guaranteed Minimum Difference” means the difference between the Revenue Share and the Minimum Annual Guarantee wherein the Revenue Share exceeds the Minimum Annual Guarantee paid for that Contract Year and further payable as set out in section 13.2.

“Half Side” means the visual advertising of a comprehensive design that runs from the bottom of the coachwork of a Bus Fleet Vehicle to the bottom of the window ledge and also runs from the rear of the front wheel well to the front of the rear wheel well.

“Headlight” means the visual advertising of a comprehensive design covering a space on the front of a Bus Fleet Vehicle 21” high x 44” wide.

“Indemnified Parties” has the meaning set out in section 18.

“In-House Advertising Agency” means a client or customer of the Company that provides advertising agency services internally for its individual Advertising Contracts.

“Interiors” means the visual advertising of a comprehensive design on a space 14” high x 21” wide in the interior of a Light Rail Vehicle above the passenger seats on either side of each Light Rail Vehicle’s articulation joint.

“Jumbo Queen” means the visual advertising of a comprehensive design on the side of a Bus Fleet Vehicle on a space 30” high x 88” wide.

“King” means the visual advertising of a comprehensive design of the side of a Bus Fleet Vehicle on a space 30” high x 146” wide.

“King Kong” means the visual advertising of a comprehensive design that runs from the bottom of the coachwork of a Bus Fleet Vehicle to the roof of a Bus Fleet Vehicle and that also runs between the wheel wells.

“Kong” means the visual advertising of a comprehensive design that runs from the bottom of the coach work of a Bus Fleet Vehicle to the bottom of the window line and that also runs between the wheel wells.

“License Term” has the meaning set out in section 3.

“Light Rail Vehicle” means a vehicle that is part of the regular operating fleet of the TRAX rail rapid transit system operated by UTA.

“Minimum Annual Guarantee” means the minimum amount for each Contract Year to be paid to UTA as set forth in Schedule B..

“Net Billings” means Gross Billings:

- (a) less:
 - (i) any Credits granted by the Company to Advertisers; and
 - (ii) any commissions and fees deducted by, or paid or payable to, advertising agencies, brokerage sales organization or In-House Advertising Agencies, not to exceed 15% of Gross Billings, provided that such advertising agencies, brokerage sales organizations or In-House Advertising Agencies are Unaffiliated Parties.

“New Advertising Opportunity” means any new advertising product or technology:

- (a) which utilizes rolling stock, facilities or improvements owned by UTA which are not included within the current scope of the Advertising Space; and
- (b) which either the Company or UTA proposes to add to the scope of this Agreement pursuant to sections 6 or 7 hereof.

“Operator” means a third party who enters into a contract with UTA to operate a public transit service.

“Post-Term Contract” means any Advertising Contract which has a term ending after the last day of the License Term.

“Prime Rate” means the variable rate of interest per annum designated by UTA’s principal bank from time to time (or its successor) as its prime rate, being the bank’s reference rate of interest for the determination of interest rates that the bank charges to customers of varying degrees of credit worthiness in the United States.

“Published Rate Card” means the standard rates charged by the Company and approved by UTA (such approval not be withheld unreasonably) from time to time for each advertising product in the Advertising Space.

“Queen” means the visual advertising of a comprehensive design on a Bus Fleet Vehicle on a space 21” high x 88” wide.

“Restoration” has the meaning set out in section 11.

“Revenue Share” means amount equal to the Revenue Share Percentage multiplied by the annual Net Billings. No additional expenses or costs shall be deducted from the Net Billings prior to determining the UTA’s Revenue Share.

“Revenue Share Percentage” means a defined fixed percentage of the total annual Net Billings submitted by the Company to advertisers for use of the UTA’s Advertising Space, authorized under this Agreement, which determines the Revenue Share payable to UTA . “

“Ski Pass Side” means the visual advertising of a comprehensive design on the side of Ski Service Bus Fleet Vehicle on a space 21” high x 70” wide.

“Ski Service Bus Fleet Vehicle” means a bus that operates during the ski season from approximately November 15 through April 15 (weather permitting) each year in either the Salt Lake City or Provo areas.

“Super King” means the visual advertising of a comprehensive design on a Bus Fleet Vehicle on a space 36” high x 222” wide.

“Super Tail” means the visual advertising of a comprehensive design covering the bottom half of a Bus Fleet Vehicle below the rear window, but excluding the rear bumper.

“Taillight” means the visual advertising of a comprehensive design on the rear of a Bus Fleet Vehicle on a space 21” high x 70” wide.

“Total Wrap Advertising” means the visual advertising sold to an Advertiser comprised of a comprehensive design of a Total Wrap Space.

“Total Wrap Space” means the entire surface of a Bus Fleet Vehicle with the exception of all forward-facing portions of the vehicle (including, without limitation, the front windshield), the entire front door of the vehicle, the rear bumper, and any other space which may be required by UTA for identification decals, bus numbers, accessibility notices, destination signs, route numbers, exterior lights, reflectors and other decals or identifying markings required to be displayed pursuant to UTA policy.

“UTA Facility” or “UTA Facilities” means all public transit vehicle stations, facilities and vehicles owned, leased or used by UTA or its Operators.

“UTA’s Reserve” has the meaning set out in Schedule D.

“UTA Vehicle” means all vehicles in UTA’s fleet set out in the inventory at Schedule A, Appendix 1.

“Unaffiliated Party” means a party which is not associated or affiliated with the Company.

1.2 In this Agreement:

- (a) words in the singular include the plural and vice versa, and words in one gender include all genders.
- (b) headings of sections are for convenience of reference only and do not form part of this Agreement and shall not affect the construction or interpretation of this Agreement.
- (c) the words **“section”**, **“subsection”** and **“schedule”** mean and refer to the specified section, subsection or schedule of this Agreement unless specific reference is made to another agreement.
- (d) the words **“include”**, **“includes”** or **“including”** mean **“include without limitation”**, **“includes without limitation”** and **“including without limitation”** respectively, and the words following **“include”**, **“includes”** or **“including”** shall not be considered to set forth an exhaustive list.
- (e) unless otherwise defined in this Agreement, words and abbreviations used in this Agreement which have well known trade meanings shall be interpreted to have those trade meanings.
- (f) all accounting and financial terms used in this Agreement, unless specifically provided to the contrary, shall be interpreted and applied in accordance with generally accepted accounting principles.
- (g) a period of days referred to in this Agreement shall be deemed to begin on the first day after the event that began the period and to end at 5:00 pm on the last day of the period.

- (h) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity.
- (i) any action to be taken pursuant to this Agreement on a day that is not a Business Day shall be taken on the next succeeding Business Day.
- (j) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subsection or schedule of this Agreement.
- (k) references to time of day or the date mean the local time or date in Salt Lake City, Utah.
- (l) each reference to a law is deemed to be a reference to that law and any successor law, and to any regulations, rules, orders and ordinances made under that law and any successor law, each as amended or re-enacted from time to time.
- (m) each reference to a department, office, agency or similar body of any government authority is deemed to be a reference to any successor or replacement of such department, office, agency or similar body.

1.3 The following schedules are incorporated into and form a part of this Agreement:

Schedule A	Advertising Space
Schedule B	Minimum Annual Guarantee and Revenue Share Percentages
Schedule C	Company’s Reporting Requirements
Schedule D	Reserves
Schedule E	UTA’s Advertising Content Policy

2. GRANT

2.1 Subject to the provisions set out in this Agreement, UTA hereby grants to the Company, for the License Term, an exclusive license to place advertising on the Advertising Space as set forth in the Agreement. The Company acknowledges that the License Term shall commence on September 1, 2013. The Company agrees to use commercially reasonable efforts to assist UTA in mitigating negative impacts resulting from the imminent transition of this Agreement. The Company agrees to dedicate and mobilize such forces as may be necessary to service, as of September 1, the Advertising Contracts to be assigned to the Company under section 21.3 of this Agreement.

2.2 For greater certainty, the Company acknowledges that:

- (a) the Company does not have the right to place advertising on any of the UTA Facilities, other than the Advertising Space as set out in this Agreement or as this Agreement is amended;

- (b) subject to section 7, UTA may grant an exclusive or non-exclusive license to any third party, to place advertising on any UTA Facilities, other than the Advertising Space; and
- (c) nothing provided in this Agreement shall require UTA to implement or approve a New Advertising Opportunity.

2.3 Except as expressly permitted under this Agreement, the Company will not:

- (a) bonus or discount any portion of the Advertising Space below the Published Rate Card, except in accordance with the Discount Policy approved in advance by UTA, such approval not to be withheld unreasonably;
- (b) bonus, discount, package, or in any way reduce the value of any portion of the Advertising Space for any purpose other than for promoting sales of the Advertising Space;
- (c) bonus, discount, sell or package the Advertising Space so as to disproportionately increase revenues for production or for other products or services the Company may own or represent;
- (d) except as provided in section 9.1, accept any advertising trade-outs or other non-cash or in-kind consideration as payment for the Advertising Space unless approved in advance by UTA in UTA's sole discretion; or
- (e) own, lease, operate or sell advertising (directly or through an Associate) with respect to any billboard or other form of competing outdoor advertising media within UTA's service district during the License Term without providing notice to UTA prior to the commencement of such competing operations.

3. LICENSE TERM

3.1 Subject to the provisions set out in this Agreement, including the provisions for renewal options as set forth in Section 38, the term of this Agreement (the "License Term") will commence on September 1, 2013 and end on August 31, 2020, unless such License Term is extended by a Renewal Term as provided in section 38.1.

4. COMPANY'S REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 The Company represents and warrants that:

- (a) the Company has the necessary skills, experience and expertise in the transit advertising industry to:
 - (i) sell, market, design, and produce advertisements on public transit facilities;

- (ii) place advertisements on, and remove advertisements from, public transit facilities; and
 - (iii) bill and collect revenues from Advertisers.
- (b) the Company's personnel have the necessary skills, experience and expertise to carry out the functions set out in section 4.1(a) in a professional, competent, accurate and timely manner.

4.2 During the License Term, the Company will:

- (a) use reasonable commercial efforts to maximize the sale of advertising on the Advertising Space, maximize the amount of Gross Billings in relation to the Advertising Space, maximize the amount of Net Billings in relation to the Advertising Space, and maximize the amount of revenue remitted to UTA under this Agreement; and
- (b) carry out its activities, functions, duties and obligations under this Agreement in a professional, competent, accurate, timely and diligent manner, and will meet or exceed standards prevailing in the industry.

4.3 The Company will, without charge and at the request of UTA, provide advice with respect to the design and use of the Advertising Space which may lead to increased effectiveness in the delivery of advertising and the enhancement of revenue. UTA shall not be required to accept or act upon any advice so provided.

4.4 In conjunction with the sale of Advertising Space, the Company shall:

- (a) review all proposed advertising copy and content against UTA's applicable advertising policies (as amended from time to time) and reject any proposed advertising that fails to strictly conform with the provisions of this Agreement and UTA's policies and practices;
- (b) refrain from entering into an Advertising Contract with respect to any advertising copy or content that fails to comply with the provisions of this Agreement and UTA's policies and practices;
- (c) forward any appeals to the Company's denial of proposed advertising copy or content to UTA for administrative review as required from time to time by applicable UTA policies and procedures;
- (d) immediately upon receipt of notice from UTA, remove from the Advertising Space (or any other UTA property upon which advertising is installed pursuant to a New Revenue Opportunity) any material that fails to strictly conform with the provisions of this Agreement and UTA's policies and practices (the Company shall ensure that all Advertising Contracts are made expressly subject to this Agreement and UTA's policies and practices and shall be solely responsible for

any losses sustained as the result of UTA's order to remove non-complying advertising material);

- (e) negotiate, administer and manage all Advertising Contracts during the License Term;
- (f) perform (as between UTA and the Company) all production, installation, maintenance, service and change out with respect to advertising materials;
- (g) except as specifically set forth in sections 11.1, 11.5, 11.6, 16 and 17, assume all risk and costs incurred under the Advertising Contracts related to Advertising Space that is removed from regular service by UTA;
- (h) ensure that only Company Personnel who are properly trained and are fully cognizant of all hazards throughout the UTA Facilities participate in installation, maintenance and removal of advertising materials; and
- (i) when posting or changing any advertisement, and in carrying out all related activity, ensure that the work is only carried out by Company Personnel who have successfully completed safety training and have cleared any background checks or other security procedures implemented by UTA from time to time.

4.5 The Company will, at its own expense, maintain in a usable condition all Framing in the Advertising Space with parts and materials furnished by UTA.

4.6 Subject to section 13.3, if any Frames in place as of the date of this Agreement require removal to accommodate changes in the dimensions of advertising material or to permit the use of new materials, the Company will be responsible for all costs incurred for such removal and the future replacement of such materials as may be necessary.

4.7 The Company agrees that advertising will only be posted or changed at such locations within UTA's system, as UTA may from time to time permit, which permission shall include reasonable access to the UTA Facilities, including garages and yards and only occur at such times as UTA, in its discretion, acting reasonably, deems suitable to UTA.

4.8 The Company shall exercise the utmost good faith with respect to all its financial obligations to UTA under this Agreement.

4.9 Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. In the event that all or any portion of a covenant in this section 4 is determined to be unreasonable or unenforceable, the Company expressly agrees to be bound by any lesser covenant sustained within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made part of this section 4.

5. UTA'S COVENANTS

5.1 UTA will make the necessary arrangements to authorize the Company's Personnel or contractors to enter the UTA Facilities, from time to time, for the purpose of posting, installing, maintaining, placing, changing and removing the advertising products set out in Schedule A. UTA will also make the necessary arrangements to authorize the Company's Personnel or contractors to enter the UTA Facilities for the purpose of installing and maintaining any New Advertising Opportunity granted to the Company by UTA. The Company will carry out such functions in accordance with procedures and instructions mutually acceptable to UTA and the Company.

5.2 UTA will permit the Company to install its identification decals, no greater than 3" x 12", on or beside each advertisement placed by the Company on the exterior of Advertising Space. The content and placement must be approved in advance by UTA, acting reasonably.

6. NEW ADVERTISING OPPORTUNITY

6.1 The Company may submit proposals to UTA to provide any New Advertising Opportunity for consideration by UTA.

6.2 Each proposal for such New Advertising Opportunity must indicate the type of advertising being proposed, technical details, cost information and any other relevant information or data that applies to the product. The proposal must indicate the amount of compensation the Company is willing to offer UTA for the right to implement any New Advertising Opportunity in addition to the Annual Fee. For greater certainty, if UTA agrees to implement a New Advertising Opportunity, the Company will be required to pay UTA, in addition to the Annual Fee, for each Contract Year, or part thereof, either a guaranteed minimum payment or a share of revenue derived from the New Advertising Opportunity to be agreed upon by the parties for the New Advertising Opportunity..

6.3 The decision whether to implement a New Advertising Opportunity shall be at UTA's sole discretion, and without liability to UTA.

6.4 Notwithstanding any other provision of this Agreement, if UTA agrees to implement a New Advertising Opportunity with the Company, the Company will be responsible for all costs and expenses in connection with the acquisition, creation, installation and maintenance of such New Advertising Opportunity.

6.5 When complying with the reporting requirements set out in Schedule C, the Company will separately identify and report on any New Advertising Opportunity.

7. FIRST RIGHT OF REFUSAL

7.1 If UTA receives a bona fide offer for a New Advertising Opportunity from a third party ("Third Party Offer") which UTA is willing to accept, then UTA will forthwith deliver written notice to the Company setting out the terms and conditions of the Third Party Offer. So long as the Company is not in default of any material obligation under this Agreement, the Company shall have a first right of refusal to submit to UTA a written offer on the same, or better terms

and conditions (as determined in the sole discretion of UTA, acting reasonably) then contained in the Third Party Offer ("Company's Offer"). The Company's Offer shall include adequate assurance of the Company's legal and technical ability to perform the New Advertising Opportunity consistent with the Third Party Offer. If the Company does submit a Company's Offer in accordance with this section 7, UTA will enter into a further agreement with the Company, on the terms and conditions as stated in the Company's Offer, or on other terms acceptable to UTA and the Company.

7.2 If the Company fails to submit the Company's Offer within 30 days of receipt of UTA's notice as described in section 7.1, the Company will be deemed to have waived forever its first right of refusal hereby granted, as it relates to the New Advertising Opportunity, and UTA shall be free to enter into contractual relations with any other party in relation to the New Advertising Opportunity.

7.3 The right of first refusal set forth herein shall not extend to: (1) any proposals for concessions or other business development, the primary purpose of which is other than the sale of advertising space; (2) any New Advertising Opportunity provided without charge to UTA by a third party; (3) any New Advertising Opportunity entered into in the course of the planning or facilitating a UTA transit project; or (4) any New Advertising Opportunity involving proprietary naming rights of UTA property.

8. UTA'S RESERVE

8.1 During the License Term, UTA will be entitled to use UTA's Reserve, without compensation to the Company, for the promotion or support of public transit service or any other program or initiative for which UTA has responsibility, provided that the dominant message conveyed in each case will be the promotion or support of public transit service or a transportation demand management program or initiative.

8.2 UTA will consult with the Company as to the intended use of UTA's Reserve or any portion thereof at least 30 days prior to the placement date.

9. COMPANY'S RESERVE

9.1 The Company will be entitled to use the Company's Reserve, without compensation to UTA, for the following specific purposes:

- (a) to promote the purchase of transit advertising with the Company as UTA's transit advertising provider;
- (b) advertising where:
 - (i) an Unaffiliated Party has provided goods or services to the Company;
 - (ii) the reasonable value of the goods or services received by the Company is at least equal to the value of the advertising provided to the advertiser (as determined by comparison to the Published Rate Card and approved Discount Policy);

- (iii) such provision of goods or services directly reduces the Company's corporately approved and budgeted administrative costs in relation to this Agreement; and
 - (iv) such advertisement is placed without charge to the Unaffiliated Party.
- (c) any other purpose agreed to in writing by UTA acting in its sole discretion.

The Company prior to finalizing any Advertising Contract pursuant to section 9.1(b) shall obtain the consent of UTA. If UTA has not responded within five (5) Business Days after such request for approval has been submitted to UTA, UTA will be deemed to have given its consent to the Company. All uses of Company reserve must comply with UTA's advertising policies, as amended from time to time.

The Company will also provide a report to UTA every six months of all goods and services received by the Company during the previous six month period as a result of an Advertising Contract entered into pursuant to section 9.1(b).

Except as set forth in this section 9, no advertising trade-outs or other non-cash or in-kind consideration shall be accepted as payment for advertising rights with respect to the Advertising Space.

9.2 The Company will consult with UTA as to the intended use of the Company's Reserve or any portion thereof at least 30 days prior to the placement date.

10. CONFLICT OF INTEREST

10.1 The Company covenants that no trustee, officer or employee of UTA or an Associate of such trustee, officer or employee:

- (a) has any interest in the Company by way of ownership, management or control, employment or otherwise, including any contractual relationship; or
- (b) has or is entitled to have any interest in this Agreement or any benefit arising therefrom.

And the Company further covenants and agrees that this provision is a fundamental condition to this Agreement, and any breach thereof will entitle UTA, at its sole discretion, to terminate this Agreement, in which case:

- (c) the Company will indemnify and reimburse UTA for any loss which it sustains as a result of the termination; and
- (d) the Company will waive and be deemed to have waived any right of recourse or claim for compensation against UTA in connection with or related to such termination.

11. TOTAL WRAP ADVERTISING

11.1 The Company, prior to finalizing any Advertising Contract for Total Wrap Advertising, shall obtain from UTA approval of visual design and decal scheme. UTA may reject, accept or modify the decal scheme, visual design or advertising content in its sole discretion and without liability to the Company. If UTA does not respond to the Company within five (5) Business Days after such request for approval has been submitted to UTA, UTA will be deemed to have given such approval to the Company. UTA may order the removal of any Total Wrap Advertising at any time with or without cause.

- (a) In the event that UTA demands removal without cause, UTA will be responsible for all costs incurred in the Restoration (as that term is defined in section 11.7). UTA will not be liable or responsible for any other costs or damages arising out of or in any way incidental to its demand for removal of advertising in accordance with this section.
- (b) In the event that UTA demands removal because the Total Wrap Advertising fails to strictly conform with the provisions of this Agreement and UTA's policies and practices, the Company will be responsible for all costs incurred in the Restoration.

11.2 UTA will, at its own expense, supply Bus Fleet Vehicles in good repair and suitable for the purposes contemplated in an Advertising Contract and will prepare the Bus Fleet Vehicles for the application of Total Wrap Advertising by removing exterior advertising frames and washing the exterior surface of the Bus Fleet Vehicle.

11.3 UTA agrees that it will make such arrangements as may be necessary to authorize Company Personnel to take possession of Bus Fleet Vehicles from time to time for the purposes of installing, placing, changing and removing Total Wrap Advertising and other advertising materials in and on such Bus Fleet Vehicles. Unless otherwise agreed by UTA, all installation, placement, changes and removal of Total Wrap Advertising shall occur at the applicable UTA bus garage and at times and in specific locations reasonably designated by UTA.

11.4 After the Company has applied the Total Wrap Advertising, the Company will apply UTA's operating decals in those places normally used by UTA. The Company will ensure that all Bus Fleet Vehicles used for Total Wrap Advertising maintain required UTA identification and without limitation, identification decals, bus numbers, accessibility notices, destination signs, route numbers, exterior lights, reflectors and other decals or identifying markings required to be displayed pursuant to UTA policy. For greater certainty, the Company acknowledges that UTA may change its standard vehicle identification requirements from time to time. The Company will ensure that all Total Wrap Advertising complies with all laws, regulations and bylaws and orders in force relating to the operation of public transit vehicles, including, without limitation, all motor vehicle safety laws and regulations.

11.5 Any damage as a result of a motor vehicle accident to a Bus Fleet Vehicle used for Total Wrap Advertising while in the possession of UTA shall be repaired at the expense of UTA, including the cost of repairing the Total Wrap Advertising. If a Bus Fleet Vehicle used for Total

Wrap Advertising is damaged in an accident beyond reasonable repair, as determined by UTA in its sole discretion, UTA shall forthwith make a replacement Bus Fleet Vehicle available to the Company for its use for Total Wrap Advertising and all material and labor costs of replacing the Total Wrap Advertising on the replacement Bus Fleet Vehicle shall be paid by UTA. UTA will not have any liability to the Advertiser as a result of damage to a Bus Fleet Vehicle.

11.6 The Company acknowledges that UTA will be performing routine mechanical maintenance work on Bus Fleet Vehicles during the License Term which will render each Bus Fleet Vehicle, including those with Total Wrap Advertising to be unavailable for service for approximately 25 days annually. If a Bus Fleet Vehicle used for Total Wrap Advertising, requires repair outside of routine maintenance and repair for any reason, UTA shall repair the Bus Fleet Vehicle in the ordinary course of business and in a manner to be determined by UTA in its sole discretion. If such repair of a Bus Fleet Vehicle used for Total Wrap Advertising renders the Bus Fleet Vehicle unavailable for service for more than 25 days, UTA will make a replacement Bus Fleet Vehicle available to the Company for its use for Total Wrap Advertising and all material and labor costs of replacing the Total Wrap Advertising Wrap on the replacement Bus Fleet Vehicle shall be paid by UTA. UTA will not have any liability to the Advertiser as a result of damage to a Bus Fleet Vehicle.

11.7 In the event that the Company's sale of Total Wrap Advertising involves the vinyl wrapping of a Bus Fleet Vehicle, and there is damage to the Bus Fleet Vehicle caused by such application, the Company shall be responsible for the cost of repainting the Bus Fleet Vehicle used for Total Wrap Advertising into the standard UTA colors and condition when it ceases to be used for Total Wrap Advertising, save and except for normal wear and tear (the "Restoration").

11.8 The Company hereby assumes and shall bear the entire risk of loss or damage to any Bus Fleet Vehicle used for Total Wrap Advertising including the cost of repairing the Total Wrap Advertising, from any and every cause whatsoever while it is within the care, custody or control of the Company, its agents or subcontractors. The parties acknowledge that the cost of a replacement Bus Fleet Vehicle may vary from time to time and the costs of replacing the Bus Fleet Vehicle shall be the cost usually incurred by UTA for replacing a Bus Fleet Vehicle in its regular fleet. The Company shall indemnify and save harmless UTA from and against any and all claims, suits, judgments, costs, expenses and demands whatsoever arising out of damages and injuries to persons (including death) or property while the Bus Fleet Vehicles used for Total Wrap Advertising are in the care, custody or control of the Company or its agents, or subcontractors.

12. ANNUAL FEE/PAYMENT OF MINIMUM ANNUAL GUARANTEE

12.1 In consideration of the grant herein and subject to the terms and conditions of this Agreement, the Company shall pay UTA for each and every Contract Year of this Agreement, an Annual Fee, the amount of which fee in each and every year of this Agreement shall be equal to the greater of:

- (a) the Minimum Annual Guarantee for each Contract Year as set out in Schedule B;
- or

- (b) the Revenue Share for each Contract Year.

12.2 The Minimum Annual Guarantees and the Revenue Share Percentage for each Contract Year are attached hereto as Schedule "B."

12.3 UTA, at its option, may elect prior to September 1, 2013, upon written notice to the Company, to accept a lump sum payment of the Minimum Annual Guarantee for each Contract Year for each Contract Year for the duration of the License Term. Should UTA elect to receive a lump sum payment, the provisions of section 13.2 will continue to apply, however, the Company will not be obligated to provide a performance bond pursuant to section 24. Further, should UTA elect to receive a lump sum payment, for the purpose of calculating the Guaranteed Minimum Difference in section 13.2, the Minimum Annual Guarantee for each Contract Year will be deemed to be the amount for that Contract Year set out in Schedule "B."

12.3 The Company is responsible for paying sales commissions for all advertising placed on UTA Facilities. Any commissions paid by the Company to a third party organization other than an advertising agency, brokerage sales organization or an In-House Advertising Agency that is an Unaffiliated Party, to sell advertising on UTA Facilities is not an allowable deduction for the purpose of calculating Net Billings.

13. PAYMENT OF ANNUAL FEE

13.1 Subject to UTA's election under section 12.3, the Minimum Annual Guarantee shall be paid by way of monthly installments in accordance with the following provisions:

- (a) for each Contract Month, the Company will pay to UTA 1/12th of the Minimum Annual Guarantee for the applicable Contract Year;
- (b) all such monthly payments will be made on or before the thirtieth (30TH) day of the month following each Contract Month (eg. payment for August 2014 is due September 30, 2014) and if such day is not a Business Day then on the first succeeding Business Day; and
- (c) interest will accrue on any amount unpaid by the date specified in this section at a rate equal to the then-current Prime Rate plus 2%, calculated from its due date.

13.2 At the end of each Contract Year, if the total payments made to UTA (exclusive of interest) for the Contract Year are less than the Revenue Share for that particular Contract Year, the Guaranteed Minimum Difference will be due and owing to UTA. The Company will pay UTA the Guaranteed Minimum Difference on or before the thirtieth (30TH) day following the end of the Contract Year. Interest will accrue on any amount unpaid by the date specified in this section at a rate equal to the then-current Prime Rate plus 2%, calculated from its due date.

14. RECORDS AND AUDIT

14.1 The Company will maintain at its office in Salt Lake City the following records:

- (a) with respect to each invoice submitted to UTA under this Agreement, an accurate record of:
 - (i) Gross Billings;
 - (ii) Net Billings and each component thereof;
 - (iii) discounts;
 - (iv) charges relating to advertising display production;
 - (v) commissions and fees paid to, deducted by, or payable as permitted by this Agreement; and
 - (vi) all applicable value added or similar taxes;all in such form and with such supporting or ancillary documents as will readily disclose the amounts and, where applicable, the basis of calculation of each of the above paragraphs (i) to (vi);
- (b) without limiting the generality of the foregoing, all books, records and source documents relating to each of subparagraphs (i) to (vi) under section 14.1(a);
- (c) all books, records and source documents required in order to verify the accuracy of the Annual Statement and all amounts indicated therein;
- (d) copies of all Advertising Contracts entered during the License Term;
- (e) a full-color, accurate reproduction of all advertising copy actually installed on the Advertising Space, sorted by the name of the identified Advertiser.
- (f) an accurate record of use of the Company's Reserve (including, without limitation, names of Advertisers, description of advertisements placed, and goods or services received by the Company).

For greater certainty, the Company confirms that these records and documents will be maintained at its office in Salt Lake City at all times during the License Term and for at least three years thereafter.

14.2 UTA and its employees, agents, contractors, funding agencies and other representatives shall have full access to all books, records and documents of the Company in connection with this Agreement, for inspection and audit and such books and records may, upon reasonable written notice, be examined and copied by a representative or designated agent of UTA at all reasonable times during ordinary business hours.

- (a) If an inspection or audit by UTA, including reasonable reconstruction of the books and records of the Company to reflect total Gross Billings and any deductions therefrom accurately, should reveal any revenues hereunder have been

understated in any statement of the Company, then the Company shall immediately recalculate the Annual Fee for the Contract Year in question and shall pay to UTA the additional amount, if any, due to UTA had the billings not been so understated, plus interest.

- (b) If an inspection or audit by UTA discloses an understatement by the Company in any Annual Statement of two percent (2%) or more, the Company shall, in addition, reimburse UTA for all costs and expenses connected with such inspection or audit.

14.3 The foregoing remedy shall be in addition to any other remedies UTA may have.

14.4 The Company understands and acknowledges that all records prepared, delivered or maintained pursuant to this Agreement are subject to the Utah Government Records Access Management Act ("GRAMA"), Title 63, Chapter 2, Utah Code Annotated, as amended. Subject to limited exceptions as provided in GRAMA, all such records are available for public access. The parties acknowledge the requirements of GRAMA and agree to coordinate and cooperate with one another so as to comply with the requirements of GRAMA. All requests for records shall be administered by UTA's Records Officer.

15. ADVERTISING CONTENT

15.1 UTA is the sole and final arbiter in all matters relating to advertising acceptance. UTA may refuse or order the removal of any advertising material at any time in its sole and absolute discretion. Subject to section 11.1(a), in the event that UTA orders the removal of any advertising, the Company shall forthwith remove such advertising and UTA shall not be liable for any costs or damages associated with such removal. The Company shall include appropriate provisions in the Advertising Contracts to protect UTA's rights under this section 15, including provisions subordinating the Advertising Contracts to this Agreement.

15.2 The Company will not display or place any advertisements on the Advertising Space except those which convey accurate information, and are fairly presented with respect to goods, services and events generally available to the public. The form and content of all advertisements, will:

- (a) comply with all Federal, State and local laws, regulations and ordinances; and
- (b) comply with UTA's advertising policies attached as Schedule E.

15.2 During the License Term, UTA may amend its advertising policies. If UTA amends its advertising policies, it will immediately provide the Company with revised policies. If UTA amends its advertising policies and the Company reasonably determines that the changes will have a material adverse monetary effect on the Company's ability to generate revenue under the terms of this Agreement, the Company will provide UTA with documentation substantiating such material adverse monetary effect, and UTA and the Company will negotiate an appropriate equitable adjustment to the Minimum Annual Guarantee to mitigate the material adverse monetary effect. However, the Company agrees that it will enforce the advertising policies, as amended.

15.3 Notwithstanding any other provision of this Agreement, the Company will be solely responsible for the contents of any and all advertising placed in connection with this Agreement.

16. EXPANSION AND REDUCTION OF TRANSIT SERVICE

16.1 In the event that, between the beginning of any particular Contract Year and the end of such Contract Year, there has been more than a five percent increase or reduction in:

- (a) the total combined number of Bus Fleet Vehicles and Light Rail Vehicles from the number set out in Schedule A, Appendix 1 or the amount of Advertising Space as set out in Schedule A; or
- (b) the total value of the maximum annual revenue potential for the Advertising Space resulting directly from the elimination of one or more advertising products set out in Schedule A (for greater certainty, any changes in the maximum annual revenue potential resulting from changes in Published Rate Card rates or resulting from changes in the inventory of advertising products set out in Schedule A, other than eliminated products, will not have an impact on such calculations);

the Minimum Annual Guarantee for that Contract Year and for all subsequent Contract Years will be increased or reduced, as the case may be, on a pro rata basis. This pro rata adjustment will be based upon the percentage change in the total value of the maximum annual revenue potential for the Advertising Space resulting directly from the increase or reduction in the total combined number of Bus Fleet Vehicles and Light Rail Vehicles or amount of Advertising Space as set out in Schedule A or the elimination of advertising products, as the case may be. For greater certainty, any changes in the maximum annual revenue potential resulting from changes in Published Rate Card rates will not have an impact on such pro rata calculation.

16.2 Section 16 does not apply to any New Advertising Opportunity.

17. LABOR DISPUTE

17.1 If all or a substantial portion of the transit service operated by UTA or its Operators, is suspended or interrupted, or the access of the Company to the UTA Facilities necessary to provide services under this Agreement is restricted as a result of a labor dispute between UTA and its employees, or is otherwise denied by UTA, and such suspension or interruption of transit service or restriction or denial of access continues for a period of 72 hours or longer in any particular month, the Minimum Annual Guarantee payable will be reduced on a pro rata basis for the duration of such suspension or interruption of transit service or restriction or denial of access. This pro rata reduction will be determined solely by the extent to which the Company has been obliged to give Credits to its Advertisers by reason of such substantial interruption or suspension of transit service or restriction or denial of access. Should such substantial interruption or suspension of transit service or restriction or denial of access continue for more than 15 days, the Company and UTA will negotiate a revision of the Minimum Annual Guarantee or the lump sum payment for the License Term, as the case may be, for the duration of such suspension or interruption of transit service or restriction or denial of access, recognizing the identifiable business losses experienced by the Company as a result of the extended period for which transit

service is substantially interrupted or suspended. For greater certainty, "substantial" in this section will mean the loss of service of five percent (5%) or more of Bus Fleet Vehicles (provided that any Bus Fleet Vehicles which are out of service for repairs from accident damage or routine maintenance will be excluded from such five percent (5%) calculation). Notwithstanding anything to the contrary in this section 17.1, the provisions of this section 17.1 will not apply if any such substantial interruption or suspension of transit service or restriction or denial of access is caused by any act (negligent or otherwise) or omission (negligent or otherwise) of the Company, or its directors, officers, employees, agents or contractors.

18. INDEMNITY

18.1 The Company will indemnify and save harmless UTA and the trustees, officers, employees, contractors and Operators of UTA (collectively referred to as the "Indemnified Parties") against all claims, demands, complaints, actions, liabilities, costs (including, without limitation, actual legal fees and disbursements), suits or damages arising from or in connection with any advertisement pursuant to, or in connection with this Agreement or in relation to this Agreement, and without limiting the generality of the foregoing caused by:

- (a) any infringement or alleged infringement of any trademark, copyright, intellectual property right, moral right, patent or industrial design;
- (b) any contravention or alleged contravention of federal laws or the laws of Utah;
- (c) any libel or alleged libel in connection with any advertisement presented by the Company or placed on the Advertising Space by the Company;
- (d) any willful or negligent act or omission of the Company, or any of its directors, officers, employees, agents or contractors;
- (e) any other act or omission of the Company, or any of its directors, officers, employees, agents or contractors;
- (f) any injury or death of any servant or agent of the Company or to any third parties in the course of its duties hereunder;
- (g) subject to sections 11.1, 11.5 and 11.6, any physical damage to any advertisement or advertising campaign; or
- (h) any advertisement that contravenes UTA's advertising policies as set out in Schedule E and as amended from time to time.

19. REPORTING REQUIREMENTS AND PERFORMANCE REVIEWS

19.1 On or before the thirtieth (30TH) day of the month following each Contract Month, the Company will provide UTA with the monthly reports set out in Schedule C for such Contract Month, and in substantially the same form as set forth in Schedule C, Appendix 1 to this Agreement.

19.2 On or before the thirtieth (30TH) day of the month following each six month period during the License Term:

- (a) the Company will provide UTA with the biannual report set out in Schedule C for such six month period; and
- (b) a senior representative of the Company will meet with representatives of UTA for the purposes of analyzing and reviewing the Company's performance under this Agreement for that six month period and addressing any outstanding issues raised by either party.

19.3 On or before the thirtieth (30TH) day of the month following each Contract Year, the Company will provide UTA with a detailed itemized Annual Statement for the Contract Year most recently ended.

19.4 At the end of each Contract Year, a senior representative of the Company will meet with representatives of UTA for the purposes of:

- (a) analyzing and reviewing the Company's performance under this Agreement for the preceding Contract Year;
- (b) consulting with UTA for the development of sales, marketing and business development plans for advertising during the remainder of the License Term; and
- (c) reviewing and determining the status of the inventory of UTA Vehicles and the available inventory of Advertising Space.

20. DEFAULT AND TERMINATION

20.1 In addition to any other right of termination provided herein, UTA may terminate this Agreement in whole or in part, if the Company:

- (a) fails to pay UTA any sum under this Agreement within ten (10) days after receipt of a written notice of default from UTA, given on or after the date a sum is due hereunder; or
- (b) violates in a material way or makes any material default in the performance of any provision of this Agreement upon its part to be performed, and has not corrected such material default or violation within thirty (30) days after receipt by it of written notice from UTA of such material default or violation; or
- (c) immediately if the Company makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any act now or hereinafter in force for bankrupt or insolvent debtors, or if proceedings are commenced or an order is made for the winding up of the Company or other termination of its corporate existence.

20.2 In the event of any one of the events listed in (a) through (c) above, the Company shall be deemed in default of this Agreement and UTA may terminate this Agreement in whole or in part upon written notice to the Company. The Company and its sureties, if any, shall be liable to UTA for any loss or damage to UTA resulting from the default. UTA may deduct any loss or damage amount from any monies due or which may become due under this Agreement.

20.3 This Agreement may also be terminated by UTA, with or without cause, upon UTA providing ninety (90) days prior written notice to the Company. Additionally, in the event that UTA's operating and support funds are terminated or suspended for any reason, or UTA for any other reason shall terminate its operations on either a permanent or temporary basis, UTA shall have the right to immediately terminate this Agreement, without liability except for UTA's transition obligations in section 21.5, by providing written notice to the Company.

20.4 This Agreement may be terminated by the Company only in the event that the Company gives written notice to UTA of UTA's default of a material term or condition of this Agreement, and UTA fails to cure such default within thirty (30) days after receiving written notice of such default from the Company.

20.5 Immediately upon receipt of notice of a termination notice provided under this section, the parties will cooperate with one another in good faith so as to provide for (as determined by UTA): (a) an orderly transition of the services specified in this Agreement and an orderly transition of the Advertising Contracts consistent with the transition obligations in section 21 of this Agreement; or (b) an orderly windup and closeout of the transit advertising services described in this Agreement. Upon receipt of such direction from UTA, the Company shall remove its property (including, without limitation, all advertisements posted on the Advertising Space) and personnel from UTA Facilities and cause its employees, contractors, subcontractors and suppliers to discontinue any work which they may have undertaken and remove themselves from such facilities. Otherwise, the Company will perform its obligations under this Agreement in good faith and using commercially reasonable efforts until the effective date of termination.

20.6 Upon termination of this Agreement and receipt of such direction from UTA, the Company shall immediately assign all Advertising Contracts to UTA and comply with the transition obligations set forth in section 21 of this Agreement.

20.7 If this Agreement is howsoever terminated, the Company will, within 30 days of the date of termination, account and pay to UTA all sums of money payable under this Agreement, up to and including the date of termination. Within 30 days of the date of termination, the Company will also provide UTA with a final reconciliation of all assigned Advertising Contracts.

20.8 Upon termination of this Agreement, it is agreed that:

- (a) each party will perform its obligations under this Agreement up to the effective date of termination;
- (b) the Company will, when vacating UTA Facilities, take such measures and perform such work as may be necessary to leave such UTA Facilities in a safe and secure condition; and

- (c) such termination will not extinguish or otherwise affect any claim which either party may have in respect of the breach by the other of any provisions of this Agreement or the performance of any other obligation up to the date of termination.

21. TRANSITION

21.1 Subject to extension of the License Term as provided for in section 38, the Company will not:

- (a) enter into any Post-Term Contract after the last day of the License Term; or
- (b) enter into any Post-Term Contract which has a term ending more than six (6) months after the end of the License Term.

21.2 No later than thirty (30) days prior to the expiration of this Agreement, the Company will provide UTA with a list of all Post-Term Contracts and copies of all Post-Term Contracts. To the extent that the Company enters into any Post-Term Contracts after the list is provided as set forth above, the Company will immediately provided notice of such additional Post-Term Contracts to UTA.

21.3 The Company will assign any and all Post-Term Contracts [including any rights the Company has with respect to posted displays, completed (but not posted) display production, art work, other production-in-progress, and other work prepared in accordance with the Post-Term Contracts] on the last day of the License Term, to UTA or to one or more parties designated by UTA.

21.4 In the event of the termination or expiration of this Agreement, and in order to allow for an orderly transition of all then-existing Advertising Contracts, the Company will grant UTA, or any successor in interest of the Company (as directed by UTA), a license to use mounting display boards and other materials in place with respect to Advertising Contracts as of the date of the expiration or termination of this Agreement. The term of the license shall continue for the remaining term of the Advertising Contracts. The Company will cooperate with UTA, and any successor in interest of the Company (as directed by UTA), to remove and retrieve such materials in a fashion that does not: (a) cause disruption to UTA's service; (b) interfere with the performance of the Advertising Contracts; (c) damage existing relationships with the advertisers that have executed Advertising Contracts.

21.5 As consideration for the assignment of the Post-Term Contracts and the Company's performance of its transition obligations, the Company shall receive from UTA, or a third party designated by UTA, the following:

- (a) 20% of all monies received by UTA, or such third party, which represent Net Billings; and
- (b) all monies received by UTA, or such third party, which represent payments relating to advertising display production that was produced by or for the Company;

pursuant to Post-Term Contracts assigned under this section. Such monies received from Advertisers will be payable within 45 days after receipt by UTA or the third party. Such monies received from Advertisers will be applied firstly toward Net Billings and any monies remaining (after all Net Billings have been satisfied) will be applied toward charges relating to advertising display production.

22. COMPANY OFFICE

22.1 The Company will maintain, during the License Term, an office in the Salt Lake City region.

23. ASSIGNMENT

23.1 UTA will have the right to assign all or part of this Agreement to any entity.

23.2 The Company may not assign this Agreement without the prior written consent of UTA, which UTA may grant or withhold at its sole discretion.

24. PERFORMANCE BOND

24.1 Unless UTA has elected to accept a lump sum payment pursuant to section 12.2, the Company agrees to provide to UTA a performance bond, in favor of UTA, in the amount of the Minimum Annual Guarantee for the first Contract Year.

24.2 The term of the initial performance bond will be one year and the Company agrees to renew the performance bond annually during the License Term in the amount of the Minimum Annual Guarantee for the first Contract Year unless UTA has in its sole discretion agreed by written contract modification to waive the requirement that the Contract provide a performance bond.

24.3 The performance bond must be issued by a surety licensed to transact business in the State of Utah.

24.4 The form and provisions of any performance bond must be acceptable to UTA acting reasonably.

24.5 If UTA exercises the option to extend the License Term as provided for in section 38, the performance bond requirements described in this section will continue to apply and the Company will be required to provide a performance bond in favor of UTA on the same terms and conditions unless UTA has in its sole discretion agreed by written contract modification to waive the requirement that the Contract provide a performance bond.

25. INSURANCE

25.1 Without limiting the indemnity provided in section 18, the Company agrees that, prior to the commencement of the License Term, it shall procure and the Company shall maintain, in full force and effect during the License Term at the Company's expense, policies for the following insurances:

- (a) comprehensive general liability insurance, which shall include contractual liability. Such insurance shall provide a combined single limit of at least one million dollars (\$1,000,000.00) for any one occurrence or accident and two million dollars (\$2,000,000.00) aggregate, and shall also name UTA as an additional named insured, and UTA shall be provided with a copy of the certificate of insurance.
- (b) advertisers' liability insurance, which shall include contractual liability insurance including claims arising out of libel, slander, unauthorized use of ideas or other material invasion of privacy, which insurance shall provide a combined single limit of at least one million dollars (\$1,000,000.00) for any one occurrence. UTA shall be provided with a copy of the certificate of insurance.
- (c) automobile liability insurance on motor vehicles, both owned and non-owned, engaged in operations under this Agreement. Such insurance shall provide limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury and property damage inclusive;
- (d) The Company shall provide and carry workers' compensation and employee liability insurance as required by the State of Utah.

25.2 The Company will provide UTA with copies of all certificates of insurance and access to any insurance policies referred to in section 25.1, as such are renewed from time to time, and will not make any changes to the policies of insurance referred to in section 25.1 unless it gives UTA thirty (30) days' prior written notice.

25.3 The Company will add UTA as an additional named insured under each of the insurance policies set out in section 25.1.

25.4 Should UTA be of the opinion, acting reasonably, that any insurance company is unsatisfactory or that the insurance taken by the Company is inadequate in any respect for any reason whatever, it shall forthwith advise the Company of such opinion and the reasons therefore and the Company shall forthwith take out insurance of a character satisfactory to UTA, or with an insurance company satisfactory to UTA as required.

25.5 All policies specified above will contain a waiver of subrogation rights which the Company's insurers may have against UTA, its employees, agents or anyone for whom UTA is in law responsible, whether the damage is caused by their act, omission or negligence and all policies will

- (i) be non-contributing and will apply as primary insurance and not excess to any other insurance available to UTA;
- (ii) not be invalidated as it pertains to UTA, or those for whom UTA is in law responsible, by reason of any breach or violation of warranties, representations, declarations or conditions contained within the policy.

25.6 The Company hereby expressly understands and agrees that its procurement and maintaining of the insurance as aforesaid shall not relieve the Company of any of its obligations under this Agreement.

26. COMPLIANCE WITH LAWS

26.1 The Company will comply with all laws, regulations, by-laws, ordinances, orders and directions of all applicable government authorities in connection with the performance of its services under this Agreement.

26.2 The Company will give all notices and obtain all the licenses and permits required to carry out its services under this Agreement.

26.3 The Company will comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C., 2000d and all rules and regulations promulgated thereunder.

26.4 The Company will comply with and assure that all services performed under this Agreement comply with, all applicable federal, state and local environmental laws, rules and regulations including, without limitation, the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Company agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to the Federal Transit Administration ("FTA") and the appropriate Environmental Protection Agency Regional Office.

26.5 The Company will not discriminate against any employee or applicant for employment with the Company on the basis of race, color, age, creed, sex or national origin and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

26.6 The Company acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Company's performance under this Agreement. The Company certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made under this Agreement or the FTA-assisted project for work under this Agreement is being performed. In addition to other penalties that may be applicable, the Company 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 Company to the extent the Federal Government deems appropriate.

27. GOVERNING LAW

27.1 This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to its law of the conflict of laws. Any dispute arising out of this

Agreement will be brought exclusively in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties which allow or require any dispute be decided in another forum or by rules of decision other than as provided in this Agreement.

28. SEVERABILITY

28.1 If any section, subsection, term, covenant, or condition contained in this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to any extent to be invalid or unenforceable, the remainder of this Agreement or the application of that section, subsection, term, covenant, or condition to other persons or circumstances, will not be affected thereby and each section, subsection, term, covenant, and condition of this Agreement will be considered separately valid and enforceable to the fullest extent permitted by law.

29. ENTIRE AGREEMENT

29.1 This Agreement, including its schedules and any amendments or modifications agreed upon in writing by the parties hereto, constitutes the entire Agreement between the parties with respect to this transaction and supersedes all prior oral or written agreements between the parties with respect to this transaction; and there are no representations, warranties, or conditions, express or implied, except such as are herein provided. No amendment, modification, waiver or release from any provision hereof shall be effective unless in writing and signed by all parties specifically stating that it is an amendment, modification, waiver or release of, or from, a provision of this Agreement. The terms and provisions of UTA's Request for Proposals ("RFP") Number UT-UT13-014GL (including all amendments issued by UTA) are hereby incorporated into this Agreement by reference; provided, however, that in the event there are any inconsistencies or conflicts between the terms and provisions of the Agreement and those of the RFP, the terms and provisions of this Agreement shall control.

30. WAIVER

30.1 No indulgence or forbearance by any party hereto shall be deemed to constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants contained herein, and any such waiver, in order to be binding upon any party must be express and in writing. No waiver of any provision, condition or covenant shall be deemed to be a waiver of the right of any party to require full and timely compliance with the same term, condition or covenant thereafter, or with any other term, condition or covenant of this Agreement at any time.

31. NOTICE

31.1 All notices, demands, payments or other communications required or permitted hereunder will be in writing and may be transmitted by personal delivery, by recognized overnight carrier service or by prepaid first class mail. Any notice delivered will be deemed to have been given or received at the time of receipt by the recipient as set out below. Any notice mailed as aforesaid will be deemed to have been given and received on the fourth Business Day

following the date of its mailing. Refusal on the part of a party to receive delivery of a notice shall be deemed to be receipt by such party. Any notice will be addressed as follows:

To: Utah Transit Authority
669 West 200 South

Salt Lake City, Utah 84101
Attention: Grants and Contracts Administrator

To: Lamar Obie Corporation
754 South 200 West
Salt Lake City, Utah 84101
Attention: Vice President, Business Development

Each party may from time to time, by notice to the other, change the address to which notices are to be given.

32. FORCE MAJEURE

32.1 The respective obligations of each party hereunder, shall be suspended during the time and to the extent that such party is prevented from complying therewith in whole or in part by war (declared or undeclared) or warlike conditions, actual or potential terrorism, earthquake, fire, flood, nuclear or other explosion, riot, unavoidable casualty, present or future act of any lawful authority, act of God, act of public enemy, partial or entire failure of utilities or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the party claiming the benefit of this clause and which that party could not reasonably have protected itself against, provided, however, that lack of funds or credit, and strikes or lock outs will not constitute an event of force majeure. Each party agrees to notify the other promptly of any such force majeure occurrence.

33. ENUREMENT

33.1 This Agreement will enure to the benefit of, and be binding upon, the parties hereto and their respective permitted assigns.

34. NO AGENCY

34.1 Nothing contained in this Agreement will be construed or deemed to authorize the Company to act as agent for UTA, and the Company will not contract, agree or make any commitment, representation or warranty which binds UTA, or otherwise do any act in the name of, or purport to act on behalf of UTA.

34.2 The parties agree that nothing in this Agreement, or in any of the acts of the parties as a consequence of this Agreement, will be deemed to create a partnership, a principal and agency relationship, or a joint venture relationship between UTA and the Company.

34.3 The parties agree that the Company, in carrying out its duties hereunder, is in an independent contractor and that neither the Contractor nor any of its employees is or are agents,

servants or employees of UTA. UTA shall not supervise or be responsible for supervising the work of any employees of the Company. Neither the Company nor any of the Company'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 or payroll plan of any kind shall be withheld or paid by UTA on behalf of the Company or the employees of the Company. The Company acknowledges that it shall be solely responsible for the payment of all payroll, income and other taxes generally applicable to independent contractors.

35. FURTHER REPRESENTATIONS AND WARRANTIES OF THE COMPANY

35.1 In conjunction with the services to be provided by the Company pursuant to this Agreement, the Company makes the following representations and warranties:

- (a) neither the Company nor any principal of the Company is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions; and
- (b) the Company has not employed or retained any company, firm or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and the Company has not paid or agreed to pay any Company, firm or other person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

36. NO THIRD PARTY BENEFICIARIES

36.1 There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the parties that any person other than the parties who receive benefits under this Agreement shall be deemed an incidental beneficiary only. Nothing in this Agreement shall be construed as a grant by one party to the other of any authority to assume or create an obligation on behalf of or in the name of the other party.

37. TIME OF THE ESSENCE

37.1 Time will be of the essence under this Agreement.

38. OPTION TO RENEW

38.1 The parties agree that UTA will have the option, in its sole discretion, to extend the License Term and renew this Agreement for up to three, consecutive one-year renewals terms (each hereafter a "Renewal Term") commencing on the day following the last day of the License Term or any expiring, prior Renewal Term, upon all the terms, covenants, and conditions contained in this Agreement. UTA may extend this Agreement for additional Renewal Terms on an individual, annual basis. Conversely, UTA may, at its sole discretion, extend this Agreement

for two or more remaining Renewal Terms by delivery of a single renewal notice. To the extent that UTA exercises any option for a Renewal Term, the definition of "License Term" will be construed to reflect the extension of this Agreement.

38.2 If UTA exercises the option to renew under section 38.1, UTA will give written notice to the Company no earlier than one year, and no later than six months, prior to the expiration of this Agreement, including any extensions previously made under this section 38.

38.3 The Minimum Annual Guarantee amounts which will apply to each Renewal Term are set out in Schedule B, subject to any adjustments made pursuant to sections 15 and 16 of this Agreement and for greater certainty, the Company agrees to pay UTA during the renewal term the Annual Fee as provided for in section 12 and any amounts agreed to for New Advertising Opportunities.

39. CONTRACT MANAGER

39.1 UTA's Contract Manager for this Agreement shall be Andrea Packer or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Ms. Packer, or designee.

40. CONTRACT ADMINISTRATOR

40.1 UTA's Contract Administrator for this Agreement is Gregg Larsen, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Mr. Larsen, or designee.

41. COUNTERPARTS AND FACSIMILE


41.1 This Agreement may be executed in two or more counterparts all of which together shall constitute one and the same agreement. A counterpart signed by a party hereunto and transmitted by facsimile shall have the same effect as a counterpart originally signed and delivered by such party.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.


UTAH TRANSIT AUTHORITY, a public transit district

Signature 
Title Chief Communications Officer

Signature 
Title GM

Approved As To Form

Counsel

LAMAR OBIE CORPORATION, a Delaware corporation, dba Lamar Transit Advertising



Signature

Vice President / Territory Manager
Title

SCHEDULE A

ADVERTISING SPACE

“Advertising Space” means the Bus Fleet Products, Flextrans Bus Products, Light Rail Vehicle Products and Ski Service Bus Fleet Products;

“Advertising Space – Bus Fleet Products” – means:

- (a) all exterior inventory on the Bus Fleet Vehicles listed in Appendix 1. The types of exterior advertising inventory on Bus Fleet Vehicles include Kings, Queens, Jumbo Queens, Taillights, Heads, Super Kings, Half Sides, Kongs, King Kongs, Super Tails, Full Backs and Total Wraps;
- (b) the types of and amounts of exterior inventory to be offered will be determined by the Company based on the best needs of Advertisers, with a view to maximizing revenues;
- (c) Total Wrap Bus Fleet Vehicles - Available Bus Advertising space includes:

UTA Bus Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
365	Full Vehicle (requires all ad space on vehicle)	Full Vehicle Wrap	2 Full Sides + Full Back + Headlight
365	Door Side	Empress	42" x 114"
		Queen	30" x 88"
365	Driver Side	Kong	42' x 19'
		King Kong	9' x 19'
		Full Side	9' x 40'
		King	30" x 144"
		Super King	30' x 216"
365	Front	Headlight	21" x 44"
365	Back	Super Tail	3' x 7'
		Half Back	42" x 7'
		Full Back	9' x 7'
		Taillight	21" x 70"

“Advertising Space – Paratransit/Flex Vehicle Products” – means;

- (a) Available Paratransit/Flex vehicle advertising space includes:

UTA Paratransit Flex Vehicle Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
117	Door Side	Queen	30" x 88"
		Full Side	9" x 19"
117	Driver Side	King	30" x 144"
		Full Side	9" x 19"
117	Front	Headlight Display	21" x 44"
117	Back	Full Back (no rear window or safety decal coverage)	8' x 7'
		Taillight	21" x 70"

- (b) No advertising shall cover the rear windows or safety decals.

“Advertising Space – Light Rail Vehicles” – means:

- (a) Light rail vehicle advertising shall not cover more than 20% of passenger window area per each side of the vehicle, inclusive of doors but exclusive of windshield and side windows of operator’s cabin.
- (b) Reflective material located on the sides of the TRAX light rail vehicles near the bottom must be maintained. The current reflective product being used is 3M - 5100 Series White Reflective Product. Proposed comparable products must be approved by the UTA Rail department prior to use.
- (c) UTA shall hold 12 light rail vehicles in reserve for UTA marketing purposes. Other advertisements shall not be placed on the interior or exterior of these vehicles. The vehicle identification numbers for the withheld vehicles are: **S70s**—1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174. **SD-100s**: 1038, 1039, 1040, 1060

Available light rail vehicle advertising space varies according to vehicle type as follows:

UTA 100 & 160 Light Rail Vehicle Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
30	Exteriors	TRAX Full Side	10' x 69'
		TRAX Center Stage	10' x 9'

		TRAX Super Mural	40" x 16"
		TRAX Mural	25" x 138"
160	Interiors	TRAX Vertical Interior (limit 4 per car)	21" x 12"
80		TRAX Michelangelo (limit 2 per car)	24" x 96"

UTA S70 Light Rail Vehicle Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
148	Exteriors	TRAX Full Side	10' x 69'
		TRAX Center Stage	10' x 9'
		TRAX Super Mural	40" x 16"
		TRAX Mural	25" x 138"
592	Interiors	TRAX Horizontal Interior (limit 8 per car)	21" x 12"
148		TRAX Michelangelo (limit 2 per car)	24" x 96"

“Advertising Space – Ski Service Bus Fleet Products” means:

(a) Available advertising space on Ski Buses is as follows:

UTA Ski Bus Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
47	Full Vehicle (requires all ad space on vehicle)	Full Vehicle Wrap	2 Full Sides + Full Back + Headlight
47	Door Side	Empress	42" x 114"
		Queen	30" x 88"
47	Driver Side	Kong	42" x 19'
		King Kong	9' x 19'
		Full Side	9' x 40'
		King	30" x 144"
		Super King	30" x 216"
47	Front	Headlight	21" x 44"
47	Back	Super Tail	3' x 7'
		Half Back	42" x 7'
		Full Back	9' x 7'
		Taillight	21" x 70"

Schedule A

Appendix 1

Inventory of UTA Vehicles

- (a) Inventory of Bus Fleet Vehicles - 365
- (b) Inventory of Flextrans Vehicles - 117
- (c) Inventory of Light Rail Vehicles – 114

Note: UTA has reserved the right to designate no more than 12 Light Rail Vehicles that will not be available for the posting of any advertising.

- (d) Inventory of Ski Service Bus Fleet Vehicles - 47

SCHEDULE B

MINIMUM ANNUAL GUARANTEE

The Company agrees to pay UTA in each year of the term of the Agreement revenues equal to the greater of

(a) the Minimum Annual Guarantee for each Contract Year as outlined below

or

(b) 65% of Net Billings in each Contract Year

Minimum Annual Guarantee for each Contract Year

<u>Contract Year</u>	<u>Contract Year Dates</u>	<u>Guarantee Minimum</u>
1	09/01/13-08/31/14	\$2,200,000.00
2	09/1/014-08/31/15	\$2,250,000.00
3	09/01/15-08/31/16	\$2,300,000.00
4	09/01/16-08/31/17	\$2,350,000.00
5	09/01/17-08/31/18	\$2,400,000.00
6	09/01/18-08/31/19	\$2,450,000.00
7	09/01/19-08/31/20	\$2,500,000.00
Option Years		
8	09/01/20-08/31-21	\$2,550,000.00
9	09/01/21-08/31/22	\$2,600,000.00
10	09/01/22-08/31/23	\$2,650,000.00

All payments will be in accordance with section 13 of the Agreement – Payment.

SCHEDULE C

COMPANY'S REPORTING REQUIREMENTS

MONTHLY REPORTS

The Company will, for each Contract Month, provide UTA with:

- (a) statements showing Net Billings and all the components thereof;
- (b) individual statements for Bus Fleet Products, Flextrans Bus Products, Light Rail Vehicle Products and Ski Service Bus Fleet Products (such statements to identify sales by UTA division);
- (c) separate and distinct statements outlining revenues generated from any New Advertising Opportunity which is subsequently added to the inventory after the signing of this Agreement; and
- (d) any other documents or reports reasonably requested by UTA from time to time.

BI-ANNUAL REPORTS

The Company will, for each 6 month period, provide UTA with the report set out at section 9.1(b).

ANNUAL REPORTS

The Company will, for each Contract Year, provide UTA with:

- (a) the Annual Statement; and
- (b) a complete set of all current Published Rate Cards.

Schedule C

Appendix 1

Sample Monthly Reporting Form

Account Name	Item Description	Qty	Bill From	Bill To	Invoice Date	AENAME 1	Gross PC	Gross Inst	Gross Prod	Gross Space
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13
Sample Co.	Kong	10	5/13/2013	11/1/2013	6/1/2013	Debbie	0.00	0.00	1,872.87	3,127.13
Sample Co.	Tail Light	10	5/10/2013	11/1/2013	6/1/2013	Todd	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Jennifer	0.00	0.00	1,872.87	3,127.13
Sample Co.	Empress	10	5/1/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/11/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13
Sample Co.	Kong	10	5/1/2013	11/1/2013	6/1/2013	Debbie	0.00	0.00	1,872.87	3,127.13
Sample Co.	Tail Light	10	5/12/2013	11/1/2013	6/1/2013	Todd	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Jennifer	0.00	0.00	1,872.87	3,127.13
Sample Co.	Empress	10	5/1/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Debbie	0.00	0.00	1,872.87	3,127.13
Sample Co.	Kong	10	5/1/2013	11/1/2013	6/1/2013	Todd	0.00	0.00	1,872.87	3,127.13
Sample Co.	Tail Light	10	5/1/2013	11/1/2013	6/1/2013	Jennifer	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13
Sample Co.	Empress	10	5/1/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Debbie	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Todd	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Jennifer	0.00	0.00	1,872.87	3,127.13
Sample Co.	King Kong	10	5/1/2013	11/1/2013	6/1/2013	Scott	0.00	0.00	1,872.87	3,127.13

Grand Total

SCHEDULE D

RESERVES

“UTA’s Reserve” means all space, other than Company’s Reserve, that Contractor has not sold from time to time. It also includes the 12 light rail vehicles to be designated for UTA marketing purposes. Other advertisements shall not be placed on the interior or exterior of these vehicles.

“Company’s Reserve” means 10% of the total inventory of each advertising product in the Advertising Space

SCHEDULE E

UTA ADVERTISING POLICY

Ends Policy No. 1.2.2

Advertising

The Board of Trustees of the Utah Transit Authority, acting in its proprietary capacity, allows for advertising on its public transit vehicles, its electronic media, or facilities consistent with contractual agreements, local ordinances, and State and federal laws as a method of preserving or increasing ridership while generating additional revenue to support the Authority's public transit operations and otherwise enhance the Authority's Mission. Advertisements on any Authority vehicle, electronic media, or facility adhere to the restrictions set forth in the Board's Executive Limitations Policy regarding Advertising. Advertisements on Authority's vehicles shall not interfere with the Authority's branding or cause confusion to the public. Except where specifically designated otherwise, the Authority's property is reserved for use by the Authority only. Nothing in this policy or the authorizations created hereunder is intended to alter or change any designation by the Authority of its respective properties as non-public fora.

**Executive Limitations Policy No. 2.1.3
Advertising**

The General Manager shall not allow advertising on Authority vehicles, electronic media, or transit facilities, or any other form of advertising which:

- 1) Is false, misleading or deceptive;
- 2) Promotes or depicts an illegal activity;
- 3) Is explicit sexual material, obscene material, or material harmful to minors as these terms are referenced in Utah Code Annotated, Section 76-5a-3;
- 4) Promotes alcohol in a manner inconsistent with federal and/or State law or regulation;
- 5) Promotes tobacco products;
- 6) Depicts violence, anti-social behavior, "sexual conduct," "nudity" or "sexual excitement" as those terms are defined in Utah Code Annotated, Section 76-10-1201, et seq.;
- 7) Includes language which is obscene, vulgar, indecent or profane;
- 8) Promotes or depicts materials, instruments, devices, items, products or paraphernalia which are designed for use in connection with sexual conduct as defined in Utah Code Annotated, Section 76-10-1201 et seq.;
- 9) Contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, disability or sexual orientation;
- 10) Contains information which promotes unlawful or illegal goods, services or activities;
- 11) Constitutes "Libel" as defined in Utah Code Annotated, Section 45-2-2;
- 12) Is inconsistent with any contractual agreement between the Authority and any governmental entity;

13) Promotes subject matter other than that pertaining to a commercial transaction, or that pertaining to a product or service sponsored by a governmental entity located in the state of Utah that does not otherwise conflict with the Authority's mission and goals.

14) Is placed upon the floor area on the interior of a TRAX vehicle;

**UTAH TRANSIT AUTHORITY
CORPORATE POLICY
NO. 4.3.1
ADVERTISING**

I. Purpose. This Corporate Policy is intended to set out limitations on advertising on UTA vehicles and facilities in a manner consistent with Board of Trustees Ends Policy No. 1.1.2 and Executive Limitations Policy 2.4.4.

II. Policy.

A. *Definitions.* As used in this Policy:

“Transit facility” means a transit vehicle, transit station, depot, fixed guideway system, intermodal center, passenger waiting area or shelter, platform, ticket or information office, parking facility, or other facility owned in whole or in part by or on behalf of UTA.

“Transit vehicle” means any vehicle operated as public transportation by UTA, including but not limited to a passenger bus, coach, light rail or other fixed guideway system vehicle, or van.

B. *General Advertising Standards.* The Authority shall attempt to sell or trade for value exterior and interior advertising space available on transit vehicles, transit facilities, and electronic media. Such advertising may include traditional copy, electronic means, or any other method of advertising. Any advertising on transit vehicles and transit facilities will be consistent with advertising limitations established by the Board of Trustees in Executive Limitations Policy No. 2.4.4.

C. *Full Wrap Advertising Standards.*

1. All full wrap advertising graphic designs must be submitted in sufficient detail to determine content and final general appearance to UTA’s advertising contractor for review and approval before application.
2. Bus numbers must be visible on all sides. Numbers shall appear above the driver side window, above the passenger door, and on the front and the back of the bus.
3. UTA’s identity must be clearly visible on all sides of the bus. The size and location of the logo will be determined by the space available on the particular equipment as determined by the Manager of Fleet Engineering after consultation with the Manager of Marketing.
4. Decals identifying buses which are accessible to disabled patrons shall be clearly visible above the windshield and above the right front corner of the bus, at a minimum.
5. All destination signs, route numbers, exterior lights, and reflectors shall be in clear view.

D. *Advertising Review Committee.* The Authority shall establish a three member Advertising Review Committee (the "Committee"). The Committee shall be composed of the Authority's General Manager or designee, the Authority's General Counsel or designee, and the Authority's Chief Communications Officer or designee.

E. *Review of Advertising.* UTA shall designate an advertising contractor who shall review each advertisement submitted for installation, display, and maintenance on Authority transit vehicles to determine whether the advertisement complies with the Authority's advertising standards. If the Authority's advertising contractor determines that an advertisement does not comply with one or more of the advertising standards:

1. UTA's advertising contractor shall provide the advertiser with a copy of the standards and written notice of the determination, the reason(s) for the determination, and the advertiser's right to request a prompt review before the Committee.

2. UTA's advertising contractor shall provide the Committee with a copy of the written notice to the advertiser and the advertisement at issue.

3. Upon request of the advertiser, the Committee shall conduct a prompt review to determine whether the advertisement at issue falls within one or more of the categories set forth in the advertising standards.

4. The Committee shall promptly provide the advertiser and the advertising contractor with a written notice of its determination. The advertiser or the advertising contractor may appeal the Committee's decision to an appeal panel comprised of five Board Members appointed by the President of the Board of Trustees. The appeal panel's determination shall be final.

III. Cross-References. Board of Trustees Ends Policy 1.2.2; Board of Trustees Executive Limitations Policy 2.4.3.

This UTA Corporate Policy was reviewed by the Policy Forum on June 22, 2004, and approved by the General Manager, on this 30th day of June, 2004, and takes effect on the latter date.



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
David Hancock, Director of Asset Management

BOARD MEETING DATE: August 5, 2020

SUBJECT:	Grade Crossing Panel/Tub Replacement/Rehabilitation- Phase 2- On-Call Maintenance Task Order #119 (Stacy and Witbeck, Inc.)
AGENDA ITEM TYPE:	Change Order
RECOMMENDATION:	Approve task order to on-call maintenance contract and authorize Executive Director to execute contract and associated disbursements with Stacy and Witbeck, Inc. to conduct two grade crossing replacements on the North/South line in the amount of \$473,268.
BACKGROUND:	<p>UTA's rail infrastructure is at an age where annual replacement and rehabilitation of grade crossings need to occur to maintain a state of good repair. These projects typically address three concerns:</p> <ol style="list-style-type: none">1) Passenger ride quality2) Automobile cross-traffic ride quality3) Potential stray current issues <p>To maintain UTA's rail lines, the agency needs to replace or rehabilitate approximately 5-7 crossings per year. In 2020, UTA has already replaced two crossings, and will be starting construction on two more on August 1, 2020. This task order is for the next two grade crossing projects tentatively scheduled for August 14-16, 2020.</p>
DISCUSSION:	UTA Staff is requesting approval of task order #119 with Stacy and Witbeck, Inc. to complete two grade crossing replacement projects in the amount of \$473,268. The scope of this request includes replacement of the Gregson Avenue and Haven Avenue crossings on the North/South Line. These projects involve removal and replacement or rehabilitation of the rail, crossing panels, and tubs, as well as earth stabilization efforts. The useful life of these grade crossings is approximately 10 years.

CONTRACT SUMMARY:	Contractor Name: Stacy and Witbeck Inc.	Contract Number: 16-1846TP
	Base Contract Effective Dates: January 1, 2017 through December 31, 2019	Extended Contract Dates: January 1, 2020 through December 31, 2020
	Existing Contract Value: \$38,594,898.00	Amendment Amount: \$473,268
	New/Total Amount Contract Value: \$39,068,166	
	Procurement Method: RFP best value modification	Funding Sources: SGR and Capital Projects 2020 Budget
ALTERNATIVES:	The only alternative is to delay these grade crossing projects until a later date.	
FISCAL IMPACT:	This budget is included in the 2020 Capital Program.	
ATTACHMENTS:	1) Contract	

Stacy and Witbeck

July 16, 2020

On Call Services

Mr. Dave Hancock
Director of asset Management
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: Haven Ave Embedded Grade Xing
Contract No: 16-1846TP

Subject: 20-634 - Haven Ave Embedded Grade Xing

Dear Dave:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Haven Avenue with 204 TF of embedded track crossing. The existing 133# rail will be replaced with 115# rail due to the unavailability of Rail Boot for 133# rail. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown, with a bus bridge in affect and no trains running through the intersection. A complete power down of the overhead contact wires throughout the work limits will be required to safely perform this work. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Protective Insurance
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- Permit Fees
- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail and concrete ties to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown, with a bus bridge in affect and no trains running through the intersection.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

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

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$20,117.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,176.00 – This bid item includes the cost to obtain all necessary permits from West Jordan City to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$1,951.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 3000 – Key Personnel Travel & Subsistence – 1 LS – Total \$15,113.00 – This bid item includes cost to provide travel arrangements and subsistence for 6 key track personnel for the duration of the work.

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$1,136.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on Haven Ave.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,545.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Haven Ave Grade Crossing Replacement – 204 TF - \$997.00 Per TF – Total \$203,388.00 – This bid item includes the following items.

- Item 7010 – Traffic and Pedestrian Control - Includes full closure and detour of Haven Avenue and necessary detours.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base with Fabric - Includes geo-grid fabric and aggregate base course under the embedded track, AC pavement, and curb.
- Item 7050 – Asphalt Cement Roadway Paving - Includes 308 SY of AC paving between the tracks and to tie into the existing roadway on the north and south sides of the tracks.
- Item 7060 – Concrete Sidewalk and Curb - Includes subgrade prep for 706 SF of sidewalk and 206 LF of curb on both sides of the street as required to complete the work.
- Item 7070 – Procure and Handle Track Materials - Includes rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail and ties.
- Item 7080 – Thermite Welding - Includes 4 regular welds and 8 comp welds from 133# to 115# rail. Excludes weld testing.
- Item 7090 – Embedded Track Construction - Includes construction of 186 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.
- Item 7100 – Ballasted Track Construction - Includes 15 TF (60 TF total) of construction and hand dressing of ballasted track on each end of the embedded track.

Stacy and Witbeck

Bid Item 8000 – Stabilization Rock/Fabric – 91 CY - \$266.00 Per CY – Total \$24,206.00 – Includes 91 CY of stabilization rock and geo-grid fabric to stabilize grade beneath tracks. This also includes the removal and disposal of stabilization excavation.

Bid Item 10000 – Mobilization – 1 LS – Total \$6,600.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (5.25%) – 1 LS – Total of \$14,659.00 – This is the 5.25% GMGC fee.

The total price for this scope of work is **\$293,891.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

07/16/2020

15:16

20-634

Haven Ave Embedded Grade Xing

*** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	20,117.00	20,117.00
1100	Permits & Regulatory Approvals	1.000	LS	2,176.00	2,176.00
2000	Safety Program & Administration	1.000	LS	1,951.00	1,951.00
3000	Key Personnel Travel & Subsistence	1.000	LS	15,113.00	15,113.00
5000	Traffic & Pedestrian Control	1.000	LS	1,136.00	1,136.00
6000	Construction Survey/Layout	1.000	LS	4,545.00	4,545.00
7000	Haven Ave Grade Crossing	204.000	TF	997.00	203,388.00
8000	Stabilization Rock/Fabric - 18 inch depth	91.000	CY	266.00	24,206.00
10000	Mobilization	1.000	LS	6,600.00	6,600.00
Subtotal					\$279,232.00
100000	Fee (5.25%)	1.000	LS	14,659.00	14,659.00
Bid Total =====>					\$293,891.00

Stacy and Witbeck

July 16, 2020

On Call Services

Mr. Dave Hancock
Director of asset Management
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: Gregson Ave Embedded Grade Xing
Contract No: 16-1846TP

Subject: 20-635 - Gregson Ave Embedded Grade Xing

Dear Dave:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Gregson Avenue with 100 TF of embedded track crossing. The existing 133# rail will be replaced with 115# rail due to the unavailability of Rail Boot for 133# rail. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown, with a bus bridge in affect and no trains running through the intersection. A complete power down of the overhead contact wires throughout the work limits will be required to safely perform this work. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Protective Insurance
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- Permit Fees
- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail and concrete ties to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown, with a bus bridge in affect and no trains running through the intersection.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

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

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$17,052.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,195.00 – This bid item includes the cost to obtain all necessary City permits to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$1,995.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 3000 – Key Personnel Travel & Subsistence – 1 LS – Total \$12,444.00 – This bid item includes cost to provide travel arrangements and subsistence for 6 key track personnel for the duration of the work.

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$1,146.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on Haven Ave.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,584.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Gregson Ave Grade Crossing Replacement – 100 TF - \$1,106.00 Per TF – Total \$110,600.00 – This bid item includes the following items.

- Item 7010 – Traffic and Pedestrian Control - Includes full closure and detour of Gregson Avenue and necessary detours.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base with Fabric - Includes geo-grid fabric and aggregate base course under the embedded track, AC pavement, and curb.
- Item 7050 – Asphalt Cement Roadway Paving - Includes 100 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7060 – Concrete Sidewalk and Curb - Includes subgrade prep for 279 SF of sidewalk and 40 LF of curb on both sides of the street as required to complete the work.
- Item 7070 – Procure and Handle Track Materials - Includes rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail and ties.
- Item 7080 – Thermite Welding - Includes 8 comp welds from 133# to 115# rail. Excludes weld testing.
- Item 7090 – Embedded Track Construction - Includes construction of 186 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.
- Item 7100 – Ballasted Track Construction - Includes 15 TF (60 TF total) of construction and hand dressing of ballasted track on each end of the embedded track.

Stacy and Witbeck

Bid Item 8000 – Stabilization Rock/Fabric – 44 CY - \$282.00 Per CY – Total \$12,408.00 – Includes 44 CY of stabilization rock and geo-grid fabric to stabilize grade beneath tracks. This also includes the removal and disposal of stabilization excavation.

Bid Item 10000 – Mobilization – 1 LS – Total \$8,006.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (5.25%) – 1 LS – Total of \$8,947.00 – This is the 5.25% GMGC fee.

The total price for this scope of work is **\$179,377.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

07/16/2020

21:28

20-635

Gregson Ave Embedded Grade Xing

*** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	17,052.00	17,052.00
1100	Permits & Regulatory Approvals	1.000	LS	2,195.00	2,195.00
2000	Safety Program & Administration	1.000	LS	1,995.00	1,995.00
3000	Key Personnel Travel & Subsistence	1.000	LS	12,444.00	12,444.00
5000	Traffic & Pedestrian Control	1.000	LS	1,146.00	1,146.00
6000	Construction Survey/Layout	1.000	LS	4,584.00	4,584.00
7000	Gregson Ave Grade Crossing	100.000	TF	1,106.00	110,600.00
8000	Stabilization Rock/Fabric - 18 inch depth	44.000	CY	282.00	12,408.00
10000	Mobilization	1.000	LS	8,006.00	8,006.00
Subtotal					\$170,430.00
100000	Fee (5.25%)	1.000	LS	8,947.00	8,947.00
Bid Total =====>					\$179,377.00



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: August 5, 2020

SUBJECT: Property Acquisition Settlement Agreement - 212 East University Parkway, Orem Utah (Jefferies, Jefferies, and Naylor, L.C.)

AGENDA ITEM TYPE: Real Estate Contract

RECOMMENDATION: Approve and authorize Executive Director to execute the Settlement Agreement and associated disbursements with Jefferies, Jefferies, and Naylor, L.C. in the amount of \$380,000.

BACKGROUND: UTA has implemented a bus rapid transit system (BRT) in a 10.5-mile corridor connecting the Provo and Orem FrontRunner Stations to Utah Valley and Brigham Young Universities. A portion of the Subject Property located at 212 E University Parkway, Orem has been identified as necessary for the project improvements. The Subject Property is improved with a commercial building leased and operated as a Village Inn restaurant.

In June 2017, UTA offered to purchase fee property and easements from the Subject Property owner for the appraised value of \$245,200 which included the cost to relocate a large sign. The owner allowed construction to begin under a Right of Entry Agreement but contested the value of the taking. The owner obtained a second appraisal through the Ombudsman which concluded the value was \$360,000.

During UTA negotiations, the owner renegotiated its lease with Village Inn at a lower rate to keep them as a tenant. UTA mediated with the owner but failed to settle as the owner believed that neither appraisal properly addressed severance damages due to the reduced rent.

On behalf of UTA, UDOT filed a condemnation suit to settle the matter. However, prior to condemnation, Village Inn abandoned its leasehold interest and filed for bankruptcy. Given the circumstances, the owner has agreed to settle the matter for a total of \$380,000.

DISCUSSION:	UTA has already constructed the BRT improvements on the Subject Property under a Right of Entry Agreement. Purchasing the Subject Property meets UTA's objective to acquire the permanent right of way necessary for the Provo-Orem BRT system.
ALTERNATIVES:	Deny approval. The consequence of not moving forward with the Settlement Agreement is to proceed with a condemnation action. However, the added litigation costs and risks are estimated to be higher than the proposed settlement.
FISCAL IMPACT:	The property purchase will cost \$380,000, which is included in the budget for the Provo-Orem BRT project. The project was 50% funded by an FTA Small Starts Grant. The cost of purchasing the Subject Property can be used toward UTA's match.
ATTACHMENTS:	<ol style="list-style-type: none">1) Settlement Agreement with Exhibits2) Right of Way Maps

SETTLEMENT AGREEMENT

This Settlement Agreement is made this ____ day of _____ 2020 between Utah Department of Transportation (hereinafter “UDOT”) and Utah Transit Authority (“UTA”) (collectively the “**Condemnors**”); and Jeffs, Jeffs and Naylor, LC (the “**Owner**”); to resolve the Owner’s claims in Civil No. 190400369 pending in the Fourth Judicial District Court for Utah County, Utah (the “Civil Action”).

RECITALS

- A. Whereas UDOT filed the Civil Action on or about March 7, 2019 naming the Owner and Blue Ribbon and American Blue Ribbon Holdings LLC (“Blue Ribbon”) in a Complaint seeking to condemn property or certain property interests (“the Subject Property”), including those described in the deeds attached hereto as Exhibits A-C;
- B. Whereas UDOT sought to condemn the Subject Property to widen and improve University Parkway to facilitate a bus rapid transit system in Provo and Orem and other transportation needs of Provo, Orem and Utah County as part of a project known as Project No. S-0265(23)(3) (the “Project”);
- C. Whereas prior to filing of the Complaint, UTA, Owner and Blue Ribbon entered into a Right of Entry and Occupancy Agreement recorded with the Utah County Recorder on or about December 27, 2017 as Entry 128884:2017 (“Occupancy Agreement”) allowing Condemnors to occupy the Subject Property and do whatever construction, relocation of utilities, and other work as may be required to further the Project;
- D. Whereas the sum of \$167,846.00 dollars was paid into and remains in escrow pursuant to the Occupancy Agreement;
- E. Whereas the Owner owns or claims to own an interest in the Subject Property UDOT seeks to condemn in the Civil Action as described in the Complaint in the Civil Action;
- F. Whereas, Blue Ribbon terminated and abandoned its leasehold interest prior to filing bankruptcy in the United States Bankruptcy Court District of Delaware on or about March 7, 2019;
- G. Whereas Condemnors and Owner desire to resolve all claims and counterclaims that have been, or could be, asserted between Condemnors and Owner (including any affiliates) in the Civil Action and to resolve and release all claims of the Owner, without the necessity

for further or additional litigation;

- H. Whereas, the Condemnors and the Owner do not intend to affect any claim that Blue Ribbon, the bankruptcy estate, the trustee or any related entity may have or related to the leasehold interest it had or may have had;
- I. Whereas, the Federal Transit Administration (“FTA”) has approved the expenditure of funds agreed to herein;
- J. Whereas, this Settlement Agreement and the obligations set forth herein must be approved by the Board of the UTA which shall be expeditiously pursued by UTA:

NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Condemnors and Owner, intending to be legally bound, hereby agree to the following:

AGREEMENT

1. UDOT is authorized under Utah Code §72-1-201 to plan, develop, construct and maintain state transportation systems for public uses;
2. The acquisition of the Subject Property is for a public use and a public transportation project as authorized by law.
3. UDOT is authorized to acquire the Owner’s interest in the Subject Property for the operation of the UTA.
4. The acquisition of the Owner’s interest in Subject Property is necessary to provide a safe means of transportation for the traveling public and commerce.
5. UTA shall pay the sum of \$380,000.00 to Owner as full and final just compensation for the Owner’s interest in Subject Property and shall issue a check in the amount of \$380,000.00 made payable to Jeffs, Jeffs and Naylor, LC and deliver the check to Robert Jeffs, counsel for Jeffs, Jeffs and Naylor, LC;
6. The payment referred to in Paragraph 5 constitutes full and final just compensation to the Owner and satisfies all claims the Owner may have, known or unknown, for the Subject Property, the Owner’s property interests which are the subject of the Civil Action, including all claims for additional compensation, accumulating interest, statutory damages, indirect or consequential damages, lost rent, business losses, attorneys’ fees,

costs and for all other claims arising out of the acquisition of the Subject Property. UDOT shall have no further liability to the Owner.

6. Upon the payment referred to in Paragraph 5, Owner releases all claims, known or unknown, for the Subject Property, the Owner's property interests which are the subject of the Civil Action, all claims for additional compensation, accumulating interest, statutory damages, indirect or consequential damages, lost rent, business losses, attorneys' fees, costs and for all other claims arising out of the acquisition of the Subject Property, the condemnation and the Civil Action.
6. Owner releases any interest or claim that it may have to the funds paid into escrow by the UTA pursuant to the Occupancy Agreement and relinquishes and transfers to Condemnors any and all rights Owner has or may have had under the Occupancy Agreement or to the amounts paid into escrow.
8. Owner shall execute and deliver to the Condemnors the deeds attached hereto as Exhibits A-C.
9. Owner represents it has not transferred the property interests that are being acquired by UDOT and knows of no other person or entity that claims or has any interests in the Subject Property or the amounts being paid to it, including assignees, grantees, lienholders, offerees, optionees, interest holders, of any kind or description.
10. Upon execution and delivery of the deeds attached as Exhibits A-C, the Subject Property and the Owner's interest therein shall vest in the Utah Department of Transportation or Orem City as described in the deed.
11. Upon the payment of the amounts set out in Paragraph 4 and the execution and delivery of the deeds attached as Exhibits A-C, the Joint Motion to Dismiss Jeffs, Jeffs and Naylor, LC and the Order Dismissing Jeffs, Jeffs and Naylor, LC attached as Exhibits D and E shall be filed in the Civil Action.
12. The Owner represents that the person designated below has been authorized to execute this Agreement on behalf of the Owner.
13. Nothing herein shall affect any claim other than the Owner's.

14. Any amendment to this Settlement Agreement must be in a writing signed by duly authorized representatives of the Condemnors and Owner and stating the intent of the parties to amend this Settlement Agreement.
15. This Settlement Agreement is subject to the approval of the Board of the UTA.
16. The Parties will bear their own respective attorneys' fees and costs related to the Condemnation Action.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement effective as of the date upon which all parties shall have executed this Settlement Agreement.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Its: _____

UTAH TRANSIT AUTHORITY

By: _____

Its: _____

JEFFS, JEFFS AND NAYLOR, LC

By: _____

Its: _____

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

MAIL COPY TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Warranty Deed
(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 19:015:0046
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:151:A

Jeffs, Jeffs and Naylor, L.C., Grantor, a Limited Liability Company of the State of Utah, CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NE1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3.

Beginning at the northeast corner of said entire tract, which point is on the southerly right of way and limited access line of State Route 265 (University Parkway) in Orem, Utah, which point is also 675.55 feet (*676.08 feet measured*) South and 1,163.34 feet West from the North Quarter Corner of said Section 26; thence along the easterly boundary line of said entire tract S. 00°39'10" E. 16.00 feet to a point which is 81.00 feet perpendicularly distant southerly from the control line of said project, opposite

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:151:A

approximate Engineer Station 156+29.34; thence N. 89°13'44" W. 33.38 feet to a point which is 81.00 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 155+95.79; thence S. 87°49'33" W. 58.38 feet to a point which is 84.00 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 155+37.48; thence N. 89°13'44" W. 19.10 feet to a point which is 84.00 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 155+18.39; thence southwesterly 22.16 feet along the arc of a 25.00-foot radius non-tangent curve to the left, through a central angle of 50°47'35", the chord of which bears S. 45°25'34" W. 21.44 feet to a point which is 99.25 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 155+03.32; thence S. 20°01'47" W. 18.80 feet to a point which is 117.00 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 154+97.12; thence N. 89°13'44" W. 0.70 feet, more or less, to the westerly boundary line of said entire tract and the easterly right of way line of 200 East Street; thence along said boundary and right of way line the following two (2) courses: (1) North 37.95 feet; (2) northeasterly 20.46 feet (*19.22 feet measured*) along the arc of a 24.07-foot radius non-tangent curve to the right, through a central angle of 45°44'52", the chord of which bears N. 43°34'58" E. 19.85 feet (*N. 42°06'18" E. 18.71 feet measured*) to the northerly boundary line of said entire tract and the southerly right of way and limited access line of said State Route 265 (University Parkway); thence along said boundary, right of way and limited access line S. 89°14'01" E. 119.34 feet (*S. 89°13'44" E. 120.50 feet measured*), more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 2,537 square feet or 0.058 acre in area, more or less.

(Note: Rotate above bearings counterclockwise 00°14'16" to equal project bearings.)

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:151:A

To enable the Utah Department of Transportation to construct and maintain a limited access public highway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

WHEN RECORDED, MAIL TO:
City of Orem
56 North State Street
Orem, Utah 84057

MAIL COPY TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Warranty Deed (LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 19:015:0046
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:151:C

Jeffs, Jeffs and Naylor, L.C., Grantor, a Limited Liability Company of the State of Utah, CONVEYS AND WARRANTS to the CITY OF OREM, at 56 North State Street, Orem, Utah 84057, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NE1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0265(23)3.

Beginning at a point on the westerly boundary line of said entire tract and the easterly right of way line of 200 East Street in Orem, Utah, which point is 675.55 feet (676.08 feet measured) South and 1,163.34 feet West and 142.20 feet S. 69°19'16" W. from the North Quarter Corner of said Section 26; thence S. 89°13'44" E. 0.70 feet to a point which is 39.00 feet perpendicularly distant easterly from the control line of said 200 East Street, opposite Engineer Station 1602+61.51; thence S. 00°34'27" E. 266.94 feet, more or less, to the southerly boundary line of said entire tract, which point

CONTINUED ON PAGE 2

LIMITED LIABILITY COMPANY RW-01LL (10-05-94) REV EAS (11-15-06)

Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:151:C

is 39.00 feet perpendicularly distant easterly from the control line of said 200 East Street, opposite approximate Engineer Station 1599+94.57; thence along said southerly boundary line southwesterly 18.42 feet, more or less, along the arc of a 1,363-foot radius non-tangent curve to the right, through a central angle of $00^{\circ}46'27''$, the chord of which bears S. $52^{\circ}13'55''$ W. 18.42 feet, to the westerly boundary line of said entire tract and the easterly right of way line of said 200 East Street, which point is 24.33 feet perpendicularly distant easterly from the control line of said 200 East Street, opposite approximate Engineer Station 1599+83.43; thence along said boundary and right of way line the following five (5) courses: (1) N. $00^{\circ}39'10''$ W. 125.72 feet; (2) N. $03^{\circ}55'10''$ E. 90.72 feet; (3) N. $00^{\circ}36'08''$ W. 2.56 feet; (4) N. $09^{\circ}18'46''$ E. 39.83 feet; (5) North 20.14 feet to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 3,001 square feet or 0.069 acre in area, more or less.

(Note: Rotate above bearings counterclockwise $00^{\circ}14'16''$ to equal project bearings.)

WHEN RECORDED, MAIL TO:
City of Orem
56 North State Street
Orem, Utah 84057

MAIL COPY TO:
Utah Transit Authority
PO Box 30810
Salt Lake City, Utah 84130-0810

Public Utility Easement (LIMITED LIABILITY COMPANY)

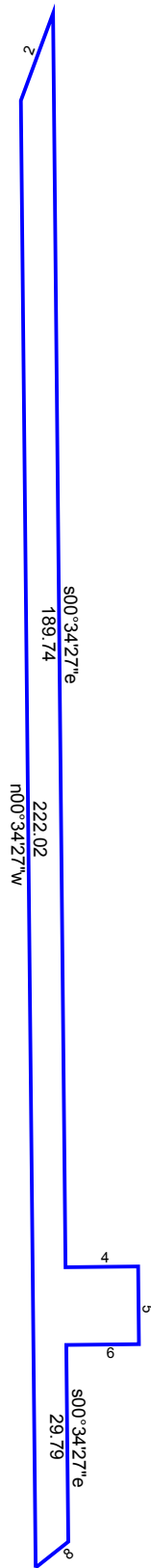
Utah County

Tax ID No. 19:015:0046
Pin No. 10266
Project No. S-0265(23)3
Parcel No. 0265:151:PUE

Jeffer, Jeffer and Naylor, L.C., a Limited Liability Company of the State of Utah, the undersigned, hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

The Easement, upon part of an entire tract of property, situate in the NE1/4NW1/4 of Section 26, T.6S., R.2E., S.L.B.&M., in Utah County, Utah.

Beginning at a point on the southerly boundary line of said entire tract, and the easterly project right of way line of 200 East Street in Orem, Utah, which point is 675.55 feet (676.08 feet measured) South and 1,163.34 feet West and 342.63 feet S. 22°14'13" W. from the North Quarter Corner of said Section 26; thence along said project right of way line N. 00°34'27" W. 222.02 feet; thence N. 20°16'38" E. 14.05 feet; thence S. 00°34'27" E. 189.74 feet; thence N. 89°25'33" E. 11.00 feet; thence S. 00°34'27" E. 11.75 feet; thence S. 89°25'33" W. 11.00 feet; thence S. 00°34'27" E. 29.79 feet, more or less, to the southerly boundary line of said entire tract; thence along said boundary line southwesterly 6.32 feet along the arc of a 1,363.00-foot radius non-tangent curve to the right, through a central angle of 00°15'56", the chord of which bears S. 51°42'44" W.



Parcel 151:PUE

2/16/2017

Scale: 1 inch= 28 feet

File: 10266_S-0265(23)3_25P_151_PUE_DeedPlot.ndp

Tract 1: 0.0290 Acres (1262 Sq. Feet), Closure: s32.4423w 0.01 ft. (1/75816), Perimeter=496 ft.

- 01 n00.3427w 222.02
- 02 n20.1638e 14.05
- 03 s00.3427e 189.74
- 04 n89.2533e 11
- 05 s00.3427e 11.75
- 06 s89.2533w 11
- 07 s00.3427e 29.79

08 Rt, r=1363.00, delta=000.1556, arc=6.32, chord=s51.4244w 6.32

DAVID M. WILKINS (#14887)
JAMES L. WARLAUMONT (#3386)
Assistant Attorneys General
SEAN D. REYES (#7969)
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160 East 300 South, 5th Floor
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Salt Lake City, Utah 84114-0857
dwilkins@agutah.gov
jwarlaumont@agutah.gov
Attorneys for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT

IN AND FOR UTAH COUNTY, STATE OF UTAH

UTAH DEPARTMENT OF
TRANSPORTATION,

Plaintiff,

vs.

JEFFS, JEFFS & NAYLOR, L.C.; and
AMERICAN BLUE RIBBON HOLDINGS,
LLC,

Defendants

**JOINT MOTION TO DISMISS JEFFS,
JEFFS & NAYLOR, L.C. WITH
PREJUDICE**

Civil No. 190400369

Judge Thomas Low

Tier 3

RELIEF REQUESTED

Pursuant to Rule 41(a)(2) of the Utah Rules of Civil Procedure, Plaintiff Utah Department of Transportation (“UDOT”) and Defendant Jeffs, Jeffs & Naylor, L.C. move the Court for and an order dismissing this action with prejudice as to Jeffs, Jeffs & Naylor, L.C., the claims it has made to just compensation and damages and the claims of UDOT to acquire the property and property interests of Jeffs, Jeffs & Naylor, L.C. as described in the Complaint.

The basis for the motion is that UDOT and Jeffs, Jeffs & Naylor, L.C. have settled the claims of Jeffs, Jeffs & Naylor, L.C., including claims to just compensation and damages, and Jeffs, Jeffs & Naylor, L.C. has conveyed the property and property interests of Jeffs, Jeffs & Naylor, L.C. to UDOT and Orem City pursuant to a separate settlement agreement. UDOT and Jeffs, Jeffs & Naylor, L.C. have agreed that each shall bear its own costs and attorneys' fees. UDOT and Jeffs, Jeffs & Naylor, L.C. do not seek to affect or dismiss claims related to any property or property interest claimed by Defendant Blue Ribbon Holdings LLC, which has filed bankruptcy in the United States District Court in and for the District of Delaware.

DATED this ___ day of July 2020.

SEAN D. REYES

DAVID M. WILKINS
JAMES L. WARLAUMONT
Assistant Attorneys General
Attorneys for UDOT

JEFFS & JEFFS

ROBERT L. JEFFS
Attorney for Defendant Jeffs, Jeffs & Naylor, L.C.

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of July 2020, I electronically filed the foregoing
JOINT MOTION TO DISMISS JEFFS, JEFFS & NAYLOR, L.C. WITH PREJUDICE

with the Court by using the NEF system which will electronically notify the following:

Robert L. Jeffs
Kevin D. Jeffs
JEFFS & JEFFS
90 North 100 East
Post Office Box 888
Provo, Utah 84603
Attorneys for Defendant Jeffs, Jeffs & Naylor, L.C.

/s/ James L. Warlaumont

DAVID M. WILKINS (#14887)
JAMES L. WARLAUMONT (#3386)
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160 East 300 South, 5th Floor
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dwilkins@agutah.gov
jwarlaumont@agutah.gov
Attorneys for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT

IN AND FOR UTAH COUNTY, STATE OF UTAH

UTAH DEPARTMENT OF
TRANSPORTATION,

Plaintiff,

vs.

JEFFS, JEFFS & NAYLOR, L.C.; and
AMERICAN BLUE RIBBON HOLDINGS,
LLC,

Defendants

**ORDER DISMISSING JEFFS, JEFFS &
NAYLOR L.C. WITH PREJUDICE**

Civil No. 190400369

Judge Thomas Low

Tier 3

Based upon the Stipulation and Joint Motion To Dismiss Jeffs, Jeffs & Naylor, LC and good cause appearing, the Court Orders that:

1. The Complaint as to Jeffs, Jeffs & Naylor L.C. is hereby dismissed, with the claims related thereto having been resolved and the property and property interests UDOT sought to acquire by eminent domain having been conveyed to UDOT and Orem City;

2. UDOT and Jeffs, Jeffs & Naylor, L.C. shall each bear their own costs and attorneys' fees; and,

3. Nothing herein shall affect the Complaint as to American Blue Ribbon Holdings LLC or any John Does.

ENTERED BY THE COURT EFFECTIVE AS OF THE DATE THE COURT'S STAMP IS AFFIXED TO THE FIRST PAGE OF THIS DOCUMENT.

APPROVED AS TO FORM:

JEFFS, JEFFS & NAYLOR, L.C.

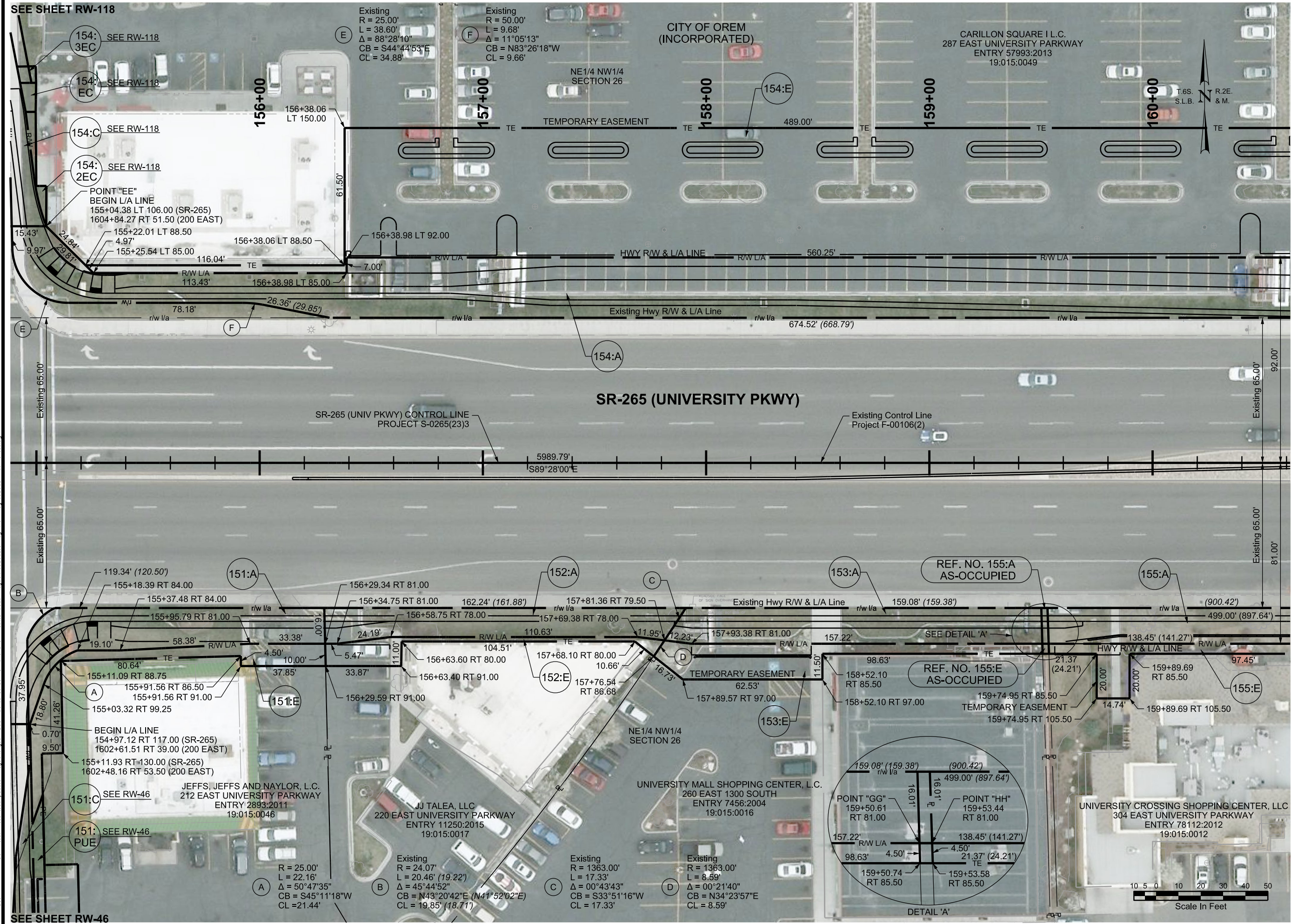
By: /s/
Robert L. Jeffs
Attorneys for Defendant Jeffs, Jeffs & Naylor, L.C.

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of July 2020, I electronically filed the foregoing with the **ORDER DISMISSING COMPLAINT AS TO JEFFS, JEFFS & NAYLOR, L.C. WITH PREJUDICE** with the Court by using the NEF system which will electronically notify the following:

Robert L. Jeffs
M. Dahle Jeffs
Kevin D. Jeffs
JEFFS & JEFFS
90 North 100 East
Post Office Box 888
Provo, Utah 84603
Attorneys for Defendant Jeffs, Jeffs & Naylor, L.C.

/s/ James L. Warlaumont



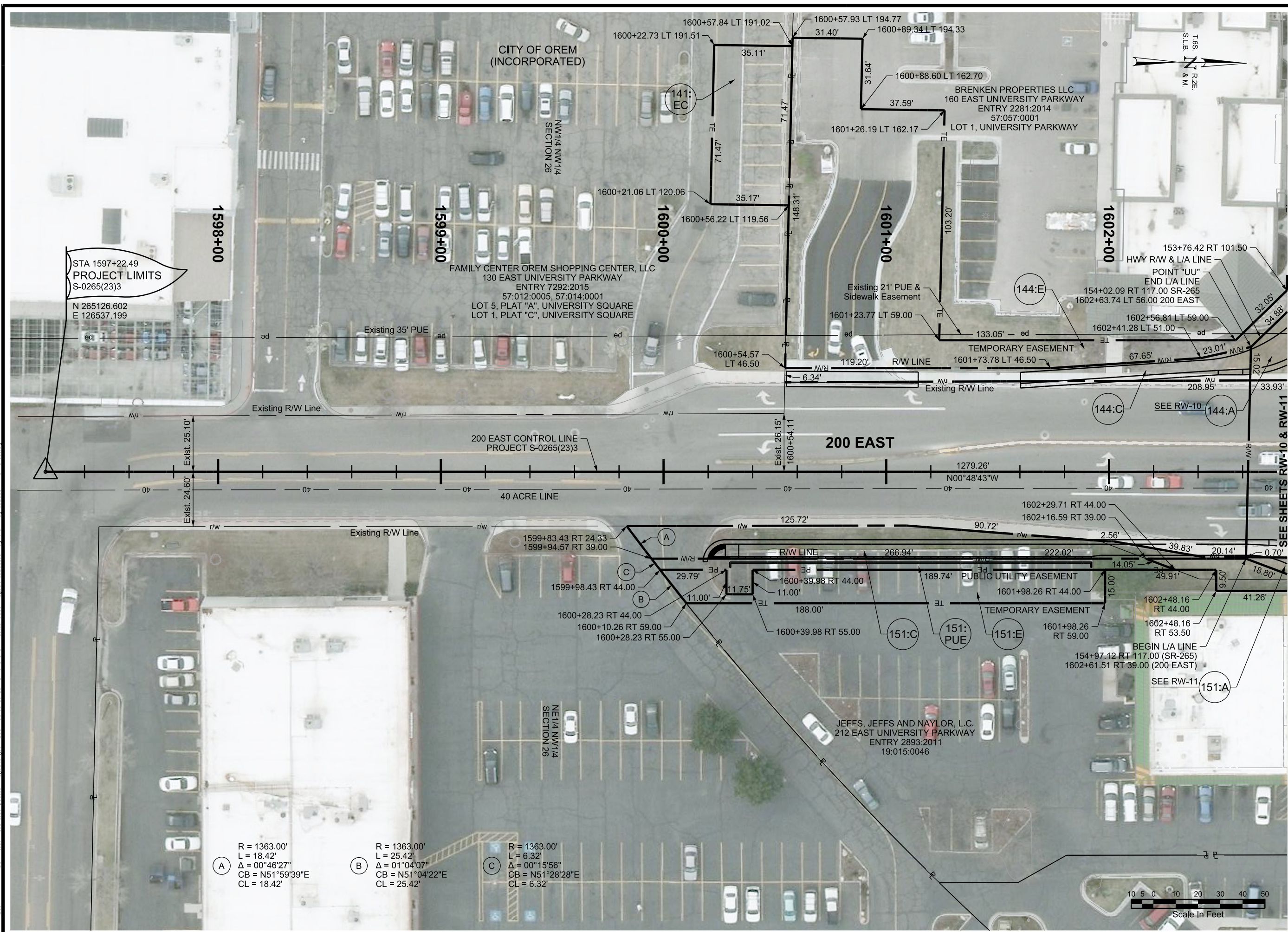
SEE SHEET RW-118

SEE SHEET RW-46

REVISIONS		DRAWN BY		QC		DATE		APPROVED BY		REMARKS	
UTAH DEPARTMENT OF TRANSPORTATION REGION THREE - J-U-B ENGINEERS, INC.										APPROVED DATE: 3/29/2017 PROFESSIONAL LAND SURVEYOR	
PROVO-OREM TRANSPORTATION IMPROVEMENT PROJECT		PROJECT NUMBER S-0265(23)3		PIN 10266		RIGHT-OF-WAY		UTAH COUNTY TEMP 25P SHEET NO. RW-11			

29-Mar-2017 D:\Files\Public\Projects\Sub\ECM\3-15-814-UTA_Provo-Orem_Multi_Modal_Project\0265-15\Right of Way\0266-RW-11-Aerial.dgn

D:\Proj_Files\Public\Projects\Sub\ECOM\3-15-2014\UTR_Provo-Orem_Multi_Modal_Projects\10266-15\Right of Way\10266-RW-46-Revised.dgn
29-Mar-2017



- (A) R = 1363.00'
L = 18.42'
Δ = 00°46'27"
CB = N51°59'39"E
CL = 18.42'
- (B) R = 1363.00'
L = 25.42'
Δ = 01°04'07"
CB = N51°04'22"E
CL = 25.42'
- (C) R = 1363.00'
L = 6.32'
Δ = 00°15'56"
CB = N51°28'28"E
CL = 6.32'

PROVO-OREM TRANSPORTATION IMPROVEMENT PROJECT		PROJECT NUMBER	S-0265(23)3
UTAH COUNTY TEMP 25P		PIN	10266
SHEET NO. RW-46		DATE	3/29/2017
APPROVED		DATE	3/29/2017
DRAWN BY		QC CHECKED BY	JDB
PROFESSIONAL LAND SURVEYOR		DATE	3/29/2017
REVISIONS		NO.	DATE
APPROVED BY		DATE	
REMARKS			

UTAH DEPARTMENT OF TRANSPORTATION
REGION THREE - J-U-B ENGINEERS, INC.

PROVO-OREM TRANSPORTATION IMPROVEMENT PROJECT
S-0265(23)3
RIGHT-OF-WAY

UTAH COUNTY TEMP 25P
SHEET NO. RW-46