

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #25-04018
LRTP 2027-2055 Consultant 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 Parametrix Consult, Inc., a Consulting Firm. (“Consultant”).

RECITALS

WHEREAS the Utah legislature has directed UTA to develop a strategic long-range transit plan for the district that aligns with relevant transportation and public transit plans on time horizons of five, 10, and 20 years.

WHEREAS UTA desires to hire professional services for the LRTP 2027-2055 Consultant Services.

WHEREAS, On November 19th, 2025, UTA issued Request for Proposal Package Number 25-04018 (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, 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.

WHEREAS Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

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 Consultants 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 31st, 2027. 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 Professional Services Supply Agreement

(including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Consultant '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:

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

Any Consultant /Consultant 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:
 1. In the Scope of Services;
 2. In the method or manner of performance of the Work; or
 3. In the schedule or completion dates applicable to the Work.

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant 's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should

have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

- 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 invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.

- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

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 Consultant 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 Professional 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 Consultant, Consultant 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 Consultant s, agent, officers, directors, employees, joint owners, affiliates, and Consultant s.

11. **USE OF SUBCONSULTANT S**

- 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 subconsultants; such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultant s, 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 subconsultant s.
- 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. The following individuals are considered to be key personnel under this contract.

Lani Eggertsen-Goff, Leah Jaramillo, Jennifer John, Chad Tinsley, Kai Tohinaka, Oren Eshel, Evan

Landman, Thomas Whittman, Bryce Miller, Amir Almotahri

If the Consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages.

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 Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant : (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 subconsultant 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. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Consultant (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 subconsultant s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultant s or UTA's own forces, in which

- event Consultant 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.

CONSULTANT 'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Consultant 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. Consultant 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 Consultant 's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Consultant 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 subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant 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. If confidential information is released to any third party without UTA's written consent as described above, Consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to 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.

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant'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

Consultant shall indemnify, and hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, 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 negligent acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant, 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, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant 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 Consultant."

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

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 Consultant , including automobiles owned, leased, hired or borrowed by the Consultant ".

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 Consultant or subconsultant is exempt under UCA, AND when such Consultant or subconsultant 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, Consultant 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.

5. Railroad Protective Liability Insurance (RRPLI) –

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Consultant must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Consultant is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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 Consultant from potential insurer insolvency.

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

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

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

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

Consultant is an independent Consultant 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 for providing 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 or involvement, 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 Dede Murray/Consultant's Project Manager Lani Eggertsen-Goff	Five calendar days
UTA's Director of Planning Jaron Robertson/Consultant's Terry Doyle	Five calendar days
UTA's Legal Counsel Mike Bell/Consultant's Nathan Johnson	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 with 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: Jackie Marra
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:

Parametrix Consult., Inc.

ATTN: Adam Pocock

9815 S Monroe Street

Suite 410

Sandy, UT 84070

- 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 27, 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 Jackie Marra, 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 AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Consultant is providing design or construction services and (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 subconsultants 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 subconsultant's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS' FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) and the U.S. General Services Administration (GSA) per diem rates

35. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (SaaS) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high

level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition, Consultant must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>).

36. **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.

37. **ENTIRE AGREEMENT**

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

38. **REVOLVING DOOR RESTRICTIONS**

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award or amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

39. **AMENDMENTS**

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

40. **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.

41. **SURVIVAL**

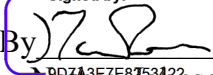
Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

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:

CONSULTANT :

By _____
Jay Fox
Executive Director

Signed by:
By  _____ 4/1/2026
Nathan Johnson
Senior Vice President

By _____
Nichol Bourdeaux
Chief Planning and Engmt Ofc.

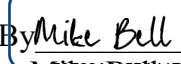
DocuSigned by:
By  _____ 4/1/2026
Mike Bell
UTA Legal Counsel

Exhibit A

Scope of Services

Task 1: Project Management and Comprehensive Work Plan Development

The Consultant will be responsible for team coordination and maintaining progress of the project. Efforts and deliverables for Task 1 will be outlined in the Project Management and Execution section of the Comprehensive Work Plan.

The **Comprehensive Work Plan** will be developed in coordination with UTA, with final approval from UTA. The Work Plan will need to be replicable for future LRTP updates. The Comprehensive Work Plan includes three individual sub-plans, detailed below:

1. Project Management and Execution
2. Public Involvement Plan (PIP)
3. Replication Methodology

Task 1.1 Project Management and Execution Plan

The consultant will provide a timeline and strategy for completing the tasks outlined in the Scope of Work. The Project Management and Execution Plan will be included in the Comprehensive Work Plan. In coordination with UTA, the consultant will outline project team and Steering Committee organization, responsibilities, and coordination efforts (such as Project Team kick off meeting, Steering Committee kick off meeting, regular project team meetings, regular Steering Committee coordination, and UTA leadership touchpoints).

Task 1.2 Public Involvement Plan (PIP)

The consultant will create a detailed Public Involvement Plan (PIP), which will be developed by the consultant in coordination with UTA staff. Objectives of the PIP are detailed in Task 2.

As part of the Comprehensive Work Plan, the Consultant will develop a Public and Stakeholder Involvement Plan (PIP) for the 2027-2055 LRTP Update under the direction of the UTA Community Engagement Department. The purpose of the PIP is to identify key stakeholders and outline the goals, objectives, key messages, and communications and engagement tactics that will be used throughout the project. The plan will outline methods of gathering information and obtaining feedback from a wide variety of groups of interested members of the public, elected officials, UTA staff, and stakeholders within the UTA service area. The PIP will also address how this feedback shall be documented and used in the LRTP to ensure engagement feedback is understood, considered, and recorded. UTA Community Engagement and the UTA Project Manager will review the PIP prior to finalization.

In the PIP, the consultant will outline how internal and external input acquired during engagement efforts facilitated by UTA prior to the consultant contract (including the UTA Internal Listening Tour, MPO Workshops, customer comments) will be reviewed and used as data sources for Phase 1 and Phase 2 engagement. In the PIP, engagement efforts will be identified as UTA-led (with consultant support) or consultant-led.

The PIP and the overall LRTP project workplan should identify key project meetings where engagement results will be discussed and considered and how the process and feedback garnered will be documented.

Engagement Groups

The consultant will be responsible for coordinating with the Project Manager and the Community Engagement Department to further refine the target audiences within the engagement groups identified below.

Public:

- The public includes all individuals and groups in the community. This can include residents, community organizations, private sector representatives including businesses, universities, large medical institutions
- All public outreach materials will be created in English and Spanish

External Stakeholders:

- External stakeholders include public and private sector partners
- The following groups can be included as external stakeholders:
 - Municipal staff, transportation agencies, MPO, and state officials
 - Elected officials from municipalities and counties
 - Existing UTA and community stakeholder committees

Internal Stakeholders:

- Internal stakeholders will include UTA's Executive Director, Transit Commission, Executive Team and Department Management Staff (Chiefs, Directors, Managers, and Supervisors)

Engagement Activities and Tactics:

The consultant shall coordinate with the Project Manager and the UTA Community Engagement Department to develop tactics to meaningfully engage with the public, external stakeholders, and internal stakeholders. Details regarding goals and tactics will be developed as part of the PIP.

Public:

The Consultant will organize, facilitate, and document public engagement activities in support of the LRTP Update as part of the PIP. Specific engagement activities could include but not be limited to:

- In-person and virtual open houses
- Project website and interactive webmap to be developed by the Consultant and hosted by UTA
- Pop-up/tabling events
- Communication and information strategy
- Media kit

- Comment period for draft plan

External Stakeholders:

Under the direction of UTA, the Consultant will lead external stakeholder engagement by organizing meetings, preparing meeting materials, and facilitating meetings with entities such as cities, counties, UDOT, WFRC, MAG, and other major regional stakeholders. These activities will be in addition to the Steering Committee meetings identified in Task 1, Project Management. Additional approaches to external stakeholder engagement could include but not be limited to:

- Organize and facilitate community partner engagement throughout UTA’s service area on needs, opportunities, and future planned projects.
- Regularly scheduled communication to facilitate engagement of stakeholders and engagement of the public through stakeholders

Internal Stakeholders:

The Consultant will support UTA on internal stakeholder engagement by preparing meeting materials and documentation. UTA will lead in organizing and facilitating meetings.

Task 1.3 Replication Methodology

The consultant will create a methodology for replicating the LRTP update process. The Replication Methodology will be included in the Comprehensive Work Plan. This methodology will outline the steps and documentation (i.e. technical memorandum, reports, etc.) necessary to complete the LRTP update in a four-year cycle, including a high-level schedule of major tasks and deliverables. The process developed must be able to be replicated by UTA for updates without consultant assistance.

Task 1 Deliverables

Comprehensive Work Plan (Tasks 1.1-1.3), Project Team Kick Off Meeting, Steering Committee Kick Off Meeting

Task 2: Public and Stakeholder Engagement

There will be two major engagement phases throughout the contract. Both Phase 1 and Phase 2 engagement involve outreach efforts with the three main engagement groups: the public, external stakeholders, and internal stakeholders. The consultant, in close coordination with the Community Engagement Department, is responsible for outlining the elements within each engagement phase that are informational updates, and which elements involve garnering feedback.

Due to the large size of UTA’s service region and the dispersed geographic nature of the engagement groups, it is anticipated that activities may need to be organized by smaller regions. Therefore, some efforts may require multiple iterations of the same engagement facilitation to accommodate meetings with each regional area.

Task 2.1 Engagement Phase 1

In the PIP, the consultant will outline needs (i.e., timeline, engagement materials, advertisement, and number of meetings) to conduct **Phase 1** engagement for each

engagement group. The consultant is responsible for developing a Phase 1 Engagement summary.

Public:

- Involve the public in identifying and defining transportation needs for their communities to directly inform the development of the LRTP
- Involve the public in the update of the LRTP vision statement
- Allow for a high level of involvement with communities in this phase
- Ensure public is aware of all opportunities to engage with the LRTP process

External Stakeholders:

- Facilitate the identification of transportation needs for their communities to directly inform the development of the LRTP
- Facilitate external stakeholder review and feedback on the needs-based project and phasing list

Internal Stakeholders:

- Understand priorities and maintain strong communication via status updates and milestone check-ins with internal stakeholders

Task 2.2 Engagement Phase 2

In the PIP, the consultant will outline needs (i.e., timeline, engagement materials, advertisement, and number of meetings) to conduct **Phase 2** engagement for each engagement group. The consultant is responsible for developing a Phase 2 Engagement summary.

Public:

- Involve the public and communities in the review and feedback of the draft LRTP
- Provide clear and defined ways for the public to provide input on the draft LRTP and let the public know how their feedback will be used at this stage
- Confirm that we understood what the public told us during Phase 1 engagement and that their contributions are reflected in the plan wherever possible (when not possible, provide transparent information about why things may not be included)

External Stakeholders:

- Review and provide feedback on the draft LRTP, including the fiscally constrained project and phasing list

Internal Stakeholder:

- UTA Executive Director updates
- UTA Transit Commission updates
- Manager Meetings
- Executive Team Meetings

- Planning Department and other UTA Department Meetings

Task 2 Deliverables

The Consultant will prepare a public engagement summary to be included in the final LRTP, documenting public and stakeholder engagement activities, feedback received, and a description of the role feedback played in decision-making for both Phase 1 and Phase 2 engagement efforts.

Task 3: Systemwide Needs Assessment

Task 3.1: Data Collection and Needs Assessment

The goal of this task is to assess the current conditions and future needs of the community and the transit system. This Systemwide Needs Analysis should explain through a Systemwide Needs Analysis Report how well transit currently serves UTA’s region, where growth is expected to occur, the implications of growth for transit, and what the key opportunities are for UTA over the next three decades.

Community needs can include but not be limited to community transportation issues, gaps, and an assessment of how the current and future transportation needs may be served by improvements to the transit system, particularly marginalized and underserved communities. Transit system needs can include but not limited to current and future networks, vehicles, facilities (i.e., staffing/workforce, end of line facilities, and hubs), funding, and corridor needs. The consultant will establish a baseline understanding of existing conditions of regional transit trends and current and future needs non-duplicative of existing plans and studies in order to shape the list of projects that support the LRTP’s goals and objectives. The Needs Assessment will identify uncertainties, opportunities, barriers, gaps, and tradeoffs pertinent to UTA’s internal and external roles as well as influences. Data collection to identify service and capital projects to identify agency investment needs can include but not be limited to the following UTA Plans and efforts:

- UTA Moves 2050
- UTA 5 Year Service Plan
- UTA 10 Year Capital Plan
- UTA 5 Year Capital Plan
- Phase 1 project list refinement effort

The 2027-2055 UTA LRTP will include prioritization of transit investments beyond routes and service. The Consultant will refer to UTA intra departmental plans, studies, and other associated documents to identify an inventory of appropriate investments to incorporate. Data collection to identify agency investment needs that may extend beyond routes and service can include but not be limited to assessment of the following UTA Plans, studies, and efforts:

- Customer Experience Group’s Plans
- Facilities, Real Estate, and Transit Oriented Communities Groups’ Plans
- Innovative Mobility Solutions Department’s Plans

- Transit centers and mobility hubs
- Fleet Management Plan
- Corridor preservation
- Infrastructure
- Active Transportation and first/last mile connections

Task 3.2 Cost Benefit Analysis and Cost-Effectiveness Study

The Consultant will conduct a cost benefit analysis and cost-effectiveness study for each mode of public transit and will coordinate with UTA to develop goals to achieve an effective balance of cost-effective and cost-beneficial services. This assessment will focus on UTA's existing transit network and planned network by mode (Regional Rail, Light Rail, Streetcar, Bus, and OnDemand). The analysis will identify benefits associated with these individual modal systems in the existing service as well as the LRTP network. The consultant will work with the Project Team and Internal Stakeholders to establish agency-level goals for UTA to achieve an appropriate balance of cost-effectiveness and cost-benefit for these services. The methodology produced for this task shall be incorporated into the Reproduction Methodology of the Comprehensive Work Plan in Task 1.

Cost Benefit Analysis

The objective of the Cost Benefit Analysis is to define key costs of the transit system and determine which mode of investments produce the greatest net benefit (with discounts for present value). The consultant will be responsible for developing a methodology for the analysis, including defining the locus for alternatives, deciding which costs and benefits to include, identifying impacts and selecting indicators, determining the tools and performance measures/metrics to be used, predicting impacts over the lifetime of the existing LRTP, and monetizing the costs and benefits of each mode investment in the existing network and long range network. The methodology will need to be approved by UTA prior to performing analysis. The consultant will coordinate with UTA to define the final metrics used to calculate the monetary costs and benefits. The metrics could include but not be limited to Phase 1 project evaluation metrics from UTA Moves 2050, land use valuation, job creation, housing production, environmental and safety benefits, reduced congestion, or other considerations (assuming all benefits can be monetized). The analysis will result in a determination of positive or negative net benefits of specific mode of investment and whether alternatives in investment should be pursued to achieve a higher benefit.

Cost Effectiveness Study

The cost effectiveness study will focus on specific outcomes to assess which intervention is the most efficient option for achieving a desired goal. The consultant will work with UTA to clearly define the specific interventions that make up the two major components of this study: the monetary costs considered and the non-monetary effects produced. The study shall indicate the perspective of the analysis, signifying how broadly or narrowly the quantitative and/or qualitative alternatives are being defined and measured for impact/performance. The cost effectiveness of study shall result in a goal or set of goals against which the effectiveness will be measured. The transit goals may follow

traditional transit goals, but the consultant may also suggest goals specific to UTA system needs.

The metrics developed in this task will be considered during the update of the evaluation criteria used to prioritize needs-based projects (Task 3.3). These metrics may be used to replace the metrics established in the 2023-2050 LRTP (as outlined in [Appendix C](#) of the currently adopted LRTP). This task shall meet requirements laid out in Utah Code Section 17B-2a-808.1, as amended.

Task 3.3: Evaluation Criteria Assessment and Metrics Development

The Consultant will collaborate with UTA to determine if the evaluation criteria used to prioritize projects in UTA Moves 2050 needs to be updated or entirely replaced for the 2055 Plan. The Cost Benefit Analysis and Cost Effectiveness Study (Task 3.1), which were not conducted in UTA Moves 2050, may be a significant factor when considering what are the best evaluation criteria to use in project priority phasing. The consultant will use the metrics applied to the 2023-2050 project list as the baseline for the evaluation criteria assessment. The consultant shall use available data from regional planning partners and findings in Task 3.2 in the assessment. This may include regional metrics unrelated to specific transit routes, such as overall access to opportunity or concentrations of disadvantaged populations. All evaluation criteria shall be extended to a 2055 horizon year. Potential data to develop the metrics could include socioeconomic inputs, ridership estimates, cost estimates such as:

- Ridership per mile
- Capital cost per rider
- O&M cost per rider
- Change in Access to Opportunity
- Level of community support based on outreach results
- Change in future population within ½ mile transit walk access of route compared to baseline
- Change in future employment within ½ mile transit walk access of route compared to baseline
- Percent of route or project within transit supportive areas

The Consultant will test the updated metrics and present the evaluation criteria methodology and test results to UTA staff for review and feedback. The consultant shall modify the assessment methodology based on iterative feedback from UTA staff. The finalized criteria evaluation assessment methodology and results will be documented in a technical memorandum.

Task 3 Deliverables

Systemwide Needs Analysis Report, Cost Benefit Analysis, and Cost Effectiveness Study (including the methodology to be incorporated into the Reproduction Methodology of the Comprehensive Work Plan), updated/revised evaluation criteria and project scoring metrics, Evaluation Criteria Methodology Technical Memorandum

Task 4: Needs-Based Project List Development

Task 4.1 Draft Needs-Based Project List Development

In this task, the Consultant will work with UTA to develop the preliminary project list and define the projects that will be advanced through to the project and financial phasing as outlined in Task 5. Using the 2023-2050 network as a baseline, the consultant will incorporate the feedback from Phase 1 Stakeholder and Public Engagement in Task 2 and the updated evaluation metrics developed in Task 3 to reassess the 2023-2050 network project list and evaluate whether any project prioritization needs to be adjusted. The draft needs-based project list development will also identify new projects, or needed alterations to existing projects, that will serve transit needs through 2055.

The efforts in this task will result in a draft 2027-2055 LRTP needs-based phased project list. The draft needs-based project list will be reviewed by UTA staff and stakeholders. Internal review comments of the draft needs-based, phased project list will be addressed prior to Task 4.2.

Task 4.2 Needs-Based Project List Finalization

Following incorporation of internal UTA review, the consultant will support UTA in vetting the updated project list with MPO partners and UDOT by preparing necessary materials, facilitating coordination, and incorporating feedback into the draft needs-based project list to ensure the most feasible level of consistency in phasing, mode, and terminology between UTA and MPO plans. The Consultant will lead the review of any state and federal requirements, including state legislation regarding UDOT oversight and management of fixed guideway transit projects, to ensure compliance with applicable regulations. The Consultant will also clearly identify projects that will be led by UDOT and the stage at which project coordination between UTA and UDOT is needed. The efforts in this task will result in the identification of projects that will be advanced through to the project and financial phasing.

Task 4 Deliverables

Finalized Needs-Based Project List

Task 5: Financial Analysis and Implementation Strategies

Task 5.1: Financial Analysis

This effort will evaluate the Needs-Based project and phasing list under three different financial scenarios to create a Fiscally Constrained project and phasing list. Utilizing the Utah Unified Plan Financial Model, the financial analysis shall include an estimate of costs to implement the project list, including capital, operations, and state of good repair/maintenance costs by project and phase. The following scenarios will be included in the financial analysis:

1. Cost for full implementation of the 2027-2055 project list
2. Fiscally constrained scenario based on anticipated future funding
3. A “no additional funding” scenario

The consultant will use the finalized evaluation criteria and apply the new metrics to the preliminary project list to create a draft fiscally constrained phasing list. The fiscally constrained, phased project list will be structured as such:

1. Phase 1 (2027-2035)
2. Phase 2 (2036-2045)
3. Phase 3 (2046-2055)
4. Fiscally Unconstrained Network

In alignment with the Utah Unified Transportation Plan’s Exploratory Planning Concepts, the LRTP will include an Exploratory Planning Concepts section.

Exploratory Planning Concepts are transportation concepts which do not meet the technical criteria to be included in the LRTP and will remain an unconstrained transportation vision. If there are significant changes in circumstances that would impact likely evaluation, they can be considered for inclusion in the LRTP.

Task 5.2: Implementation Strategies

The consultant will develop strategies to implement the fiscally constrained and phased project list as well as strategies to implement the transit investments beyond routes and service that were identified in Task 3.1. This section will provide an overview of implementation strategies, highlighting additional strategies that UTA does not currently employ.

Examples of focus areas include:

- Existing and potential future funding sources
- Partnership opportunities
- Process for ensuring alignment of current planning efforts with LRTP vision

Task 5 Deliverables

Fiscally Constrained Project and Phasing List, Implementation Strategies

Task 6: Plan Development and Finalization

Task 6.1: Draft Plan Development

The Consultant will integrate information and deliverables from previous tasks into a Draft 2027-2055 UTA LRTP, using the same InDesign beginning template as the UTA Moves 2050 LRTP, and update content, graphics, and maps, as necessary. The consultant will coordinate with UTA to update Plan framework and contents as needed. UTA will coordinate internal review among UTA divisions and provide consolidated comments to the consultant for incorporation. The draft Plan document will be reviewed by the UTA Project Team and Executive Leadership. As part of Task 2.2, the Consultant will prepare materials and facilitate engagement to garner feedback from stakeholders and the public on the draft Plan. The consultant will collect and address comments as appropriate and provide a final iteration of the draft UTA Moves 2055 LRTP.

Task 6.2: Draft Plan Finalization

In this task, the consultant will coordinate with UTA to create a final version of the LRTP based on the draft plan. This includes all materials, documentation, mapping, and any revisions required to present a final Plan version at formal UTA Transit Commission meetings.

The finalized UTA Moves 2055 LRTP document shall include the following deliverables:

- Comprehensive Work Plan
- Executive Summary
- Needs Assessment
- Vision
- Engagement Summary
- Financial Analysis
- Implementation Strategies
- All associated system and vision mapping, as necessary

Task 6 Deliverables

UTA Moves 2055 draft plan development and finalization

Task 7: UTA Moves 2055 Plan Adoption and Deliverables

The Consultant will provide presentation materials and assistance as needed to support UTA staff during formal UTA Transit Commission meetings, MPO meetings, and other meetings as needed to finalize and adopt the plan. The consultant will provide all final materials, documents, mapping, deliverables, etc. to UTA for final ownership.

Task 7 Deliverables

UTA Moves 2055 LRTP and its associated materials, documents, mapping, and deliverables

The table below provides a general timeline for completion of tasks. The detailed schedule should reflect this timeline.

Task	2026			2027			
	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Project Management	[Blue bar spanning all quarters]						
Public and Stakeholder Engagement		[Green circle]	[Green circle]		[Green circle]		[Green circle]
Systemwide Needs Assessment	[Blue bar spanning Q2-Q4 2026]						
Needs-Based Project List Development		[Blue bar spanning Q3-Q4 2026]					
Financial Analysis and Implementation Strategies				[Blue bar spanning Q1-Q3 2027]			
Plan Development and Finalization			[Blue bar: Draft Plan ♦]		[Blue bar: Final Plan ♦]		
UTA Moves 2055 Plan Adoption and Deliverables							[Blue bar in Q4 2027]

Exhibit B

Pricing

Price Not to Exceed \$699,921

PROJECT MANAGEMENT MODULE HEADER INFORMATION		FIRM Parametrix Consult, Inc.			
<small>(Update or change only those items shown in blue on the screen.)</small>					
Owner:	UTA	ESTIMATED PERSONNEL RATES:			
Project:	UTA Long Rang Transit Plan, RFP 25-04018	<u>Personnel Category</u>	<u>Name</u>	<u>Base Rate</u>	<u>Labor Charge</u>
Description:	Consultant Support	1 Senior Consultant, Project Manager	Lani Eggertsen-Goff	\$79.56	\$239.48
Project Mgr.:	Lani Eggertsen-Goff for UTA PM, Dede Murray	2 Senior Consultant	Jennifer John	\$113.32	\$341.09
Start Date:	02/10/26	3 Senior Consultant	Kai Tohinaka	\$69.23	\$208.38
Base Rate Multiplier (OH and profit):	3.01	4 Senior Planner	Esther Needham	\$65.63	\$197.55
Other Direct Costs Multiplier:	1.00	5 Transit Senior Engineer	Morgan Stumpf	\$89.82	\$270.36
Time Period:	Months	6 Senior Planner	Sam Erickson	\$72.08	\$216.96
Date File Setup:	2/10/2026	7 GIS Manager	Chad Tinsley	\$56.19	\$169.13
Date (Now):	12/17/2025	8 GIS Analyst	William Goodred	\$33.96	\$102.22
Time (Now):	12:09 PM	9 Planner IV	Jinger Hendricks	\$52.06	\$156.70
Filename:	See footer	10 Public Engagement	Michael Baker	\$47.49	\$142.94
Beginning Month:	2	11 Senior Engineer	Amir Almotahari	\$64.11	\$192.97
Beginning Year:	2026	12 Engineer III	Fahmid Hossain	\$44.99	\$135.42
End Date:	7/31/2027	13 Engineer III	Dina Elnashar	\$52.84	\$158.45
		14 Office Administrator	Camron Park	\$30.67	\$92.32
		15 Senior Project Accountant	Vickie Soileau	\$51.31	\$154.44
		16 Senior Principal II	Thomas Wittmann	\$96.88	\$291.62
		17 Associate Principal	Oren Eshel	\$67.16	\$202.16
		18 Senior Associate 2	Paul Leitman	\$51.72	\$155.67
		19 Senior Associate 2	Yanisa Techagumthorn	\$61.31	\$184.55
		20 GIS Lead, Assoc. Principal 1	Michael Carraher	\$61.78	\$185.96
		21 Graphic Designer, Assoc Principal 1	Jungwha Yuh	\$61.78	\$185.96
		22 Associate 2	Eiji Toda	\$40.82	\$122.88
		23 Senior Associate 1	Alexandra Weber	\$44.23	\$133.13
		24 Network Planner	Evan Landman	\$55.44	\$166.87
		25 Planner	Gavin Pritchard	\$55.44	\$166.87
		26 Analyst	Michaela Barton	\$39.09	\$117.67
		27 Director	Alice Beattie	\$79.73	\$240.00
		28 Senior Consultant	Bryan Miller	\$56.48	\$170.00
		29 Senior Consultant	Adriana Herrera-Furrer	\$56.48	\$170.00
		30 Administrative Analyst	Kimberly Stanford	\$41.53	\$125.00
		31 Partner	Joe Crossett	\$134.55	\$405.00
		32 Public Engagement Lead	Leah Jaramillo	\$86.63	\$260.75
		33 Public Engagement Support	Cameron Noorda	\$34.81	\$104.79
		34 Public Engagement Support	Sam Winkler	\$45.15	\$135.89
		35 Graphic Design	Aldo Gonzales	\$49.43	\$148.78
		36 Project Coordinator	Celeste Madsen	\$36.89	\$110.43
		37 Accountant	TBD	\$41.44	\$124.73

Note: Personnel rates are detailed in the price proposal and used for cost estimation. Hours by task are shown in following pages. Additional detail is available for direct expenses as shown where applicable for task.



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Fully Burdened Rate:

Parametrix																					
Personnel Category	Employee	Lani Eggertsen-Goff	Jennifer John	Kai Tohinaka	Esther Needham	Adam Pocock	Sam Erickson	Chad Tinsley	William Goodfried	Jinger Hendricks	Michael Baker	Amir Almotahari	Fahmid Hossain	Dina Elnashar	Camron Park	Vickie Soileau					
		Sr. Consultant / PM	Sr. Consultant	Sr. Consultant	Sr. Planner	Sr. Engineer	Sr. Planner	GIS Manager	GIS Analyst	Planner IV	Public Engagement	Sr. Engineer	Engineer III	Engineer III	Office Administrator	Sr. Project Accountant					
		\$239.48	\$341.09	\$208.38	\$197.55	\$282.19	\$216.96	\$169.13	\$102.22	\$156.70	\$142.94	\$192.97	\$135.42	\$158.45	\$92.32	\$154.44					
Task	SubTask	Description	Expense Dollars	Labor Dollars	Labor Hours																
01		PM / COMP WORK PLAN DEVELOP - 18 Months	\$4,800.00	\$147,029.60	688	208	72	30	2	2	0	10	14	4	4	2	0	0	60	10	
02		PUBLIC & STAKEHOLDER ENGAGEMENT	\$12,843.20	\$138,329.04	764	80	8	16	0	0	0	16	4	40	32	0	0	0	0	0	
03		SYSTEMWIDE NEEDS ASSESSMENT	\$0.00	\$140,102.19	829	6	26	76	76	4	16	16	30	0	0	40	60	60	0	0	
04		NEEDS-BASED PROJECT LIST DEVELOPMENT	\$3,000.00	\$62,518.94	358	6	8	36	0	2	8	22	4	0	0	20	20	20	0	0	
05		FINANCIAL ANALYSIS & IMPLEMENTATION STRATEGIES	\$1,840.00	\$111,275.75	648	16	4	12	12	2	0	0	0	0	0	0	0	0	0	0	
06		PLAN DEVELOPMENT & FINALIZATION	\$0.00	\$69,237.79	416	16	8	0	0	0	0	18	20	54	0	0	0	0	0	0	
07		UTA MOVES 2055 PLAN ADOPTION & DELIVERABLES	\$0.00	\$8,944.65	45	12	4	8	0	0	0	4	8	8	0	0	0	0	0	0	
					Labor Hour Totals:	3,748	344	130	178	90	10	24	86	80	106	36	62	80	80	60	10
					Labor Total:	\$677,437.96	\$82,379.61	\$44,342.12	\$37,092.05	\$17,779.17	\$2,821.90	\$5,207.06	\$14,545.34	\$8,177.57	\$16,610.26	\$5,146.02	\$11,964.21	\$10,833.59	\$12,675.71	\$5,539.00	\$1,544.43
					Expenses Total:	\$22,483.20															

Project Total \$ 699,921



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Nelson\Nygaard									Jarrett Walker & Associates			HighStreet				
Thomas Wittmann	Oren Eshel	Paul Leitman	Yanisa Techagumthorn	Michael Carraher	Jungwha Yuh	Eiji Toda	Alexandra Weber	Evan Landman	Gavin Pritchard	Michaela Barton	Alice Beattie	Bryce Miller	Adriana Herrera-Furrer	Kimberly Stanford	Joe Crossett	
Sr. Principal II	Associate Principal	Senior Associate 2	Senior Associate 2	GIS Lead, Assoc. Principal 1	Graphic Designer, Assoc Principal 1	Associate 2	Senior Associate 1	Network Planner	Planner	Analyst	Director	Sr. Consultant	Sr. Consultant	Administrative Analyst	Partner	
\$291.62	\$202.16	\$155.67	\$184.55	\$185.96	\$185.96	\$122.88	\$133.13	\$166.87	\$166.87	\$117.67	\$240.00	\$170.00	\$170.00	\$125.00	\$405.00	
01	PM / COMP WORK PLAN DEVELOP - 18 Months	13	20	36	0	2	0	4	24	0	0	0	0	0	0	
02	PUBLIC & STAKEHOLDER ENGAGEMENT	4	8	0	0	0	0	8	16	0	0	4	0	0	0	
03	SYSTEMWIDE NEEDS ASSESSMENT	4	16	48	10	36	0	48	40	47	76	94	0	0	0	
04	NEEDS-BASED PROJECT LIST DEVELOPMENT	24	30	56	6	0	0	96	0	0	0	0	0	0	0	
05	FINANCIAL ANALYSIS & IMPLEMENTATION STRATEGIES	20	12	28	0	0	0	52	96	120	24	180	60	5	5	
06	PLAN DEVELOPMENT & FINALIZATION	8	18	64	4	32	76	66	32	0	0	0	0	0	0	
07	UTA MOVES 2055 PLAN ADOPTION & DELIVERABLES	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
		74	104	232	20	70	76	210	84	139	172	214	24	184	60	
		\$21,579.88	\$21,024.64	\$36,115.44	\$3,691.00	\$13,017.20	\$14,132.96	\$25,804.80	\$11,182.92	\$23,194.93	\$28,701.64	\$25,181.38	\$5,760.00	\$31,280.00	\$10,200.00	
														\$625.00	\$2,025.00	



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DEA						
	Leah Jaramillo	Cameron Noorda	Sam Winkler	Aldo Gonzales	Celeste Madsen	TBD
	Public Engagement Lead	Public Engagement Support	Public Engagement Support	Graphic Design	Project Coordinator	Accountant
	\$260.75	\$104.79	\$135.89	\$148.78	\$110.43	\$124.73

Task	SubTask	Description					
01		PM / COMP WORK PLAN DEVELOP - 18 Months	107	0	0	0	24
02		PUBLIC & STAKEHOLDER ENGAGEMENT	200	160	152	16	0
03		SYSTEMWIDE NEEDS ASSESSMENT	0	0	0	0	0
04		NEEDS-BASED PROJECT LIST DEVELOPMENT	0	0	0	0	0
05		FINANCIAL ANALYSIS & IMPLEMENTATION STRATEGIES	0	0	0	0	0
06		PLAN DEVELOPMENT & FINALIZATION	0	0	0	0	0
07		UTA MOVES 2055 PLAN ADOPTION & DELIVERABLES	0	0	0	0	0
			307	160	152	16	24
			\$80,050.25	\$16,766.40	\$20,655.28	\$2,380.48	\$4,417.20
							\$2,993.52