

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT # 23-03689CG Commercial Advertising

This Professional Services Agreement is entered into and made effective April 1, 2024 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Lamar Transit Advertising (“Contractor”).

RECITALS

WHEREAS, UTA desires to hire professional services for Commercial Advertising on Transit Vehicles.

WHEREAS, On 06/14/2023, UTA issued Request for Proposal Package Number 23-03689CG (“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 Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor 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. Contractor 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, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor 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. Contractor 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. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.

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

2. MANAGEMENT OF WORK

- a. Contractor's Project Manager will be the day-to-day contact person for Contractor 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 Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor 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 Contractor 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, Contractor 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 Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

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 five (5) - year period expiring March 31, 2029. UTA may, with mutual election and with mutual agreement, extend the initial term for up to three additional one-year option periods, for a total Contract period not to exceed eight (8) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under 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 Contractor 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 Contractor 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 Contractor 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) Contractor 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 Contractor 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 Contractor 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. 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:

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

Any Contractor /contractor tproposed 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) Contractor '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 Contractor 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 Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor 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 Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor 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 Contractor’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. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within

thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

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 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 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 Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

11. **USE OF SUBCONTRACTOR S**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subContractor s, 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. Contractor shall be solely responsible for making payments to subContractor s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subContractor s.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor '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 concerned to be key personnel under this contract.

_Neal Gatherum_____

If the contractor 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 Contractor , require Contractor 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, Contractor 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, Contractor 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 Contractor 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor 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 subContractor 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 Contractor 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 Contractor s 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 '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 Professional Services furnished by Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of 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. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor 's compliance with this Contract. Records shall be retained by Contractor 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. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subContractor s 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 Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

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 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".

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 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 Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor ’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.
- 3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor ’s insurance shall be primary with respect to any insurance carried by UTA. Contractor 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 Contractor from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. 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. SUBCONTRACTOR S: Contractor s' certificate(s) shall include all subContractor s as additional insureds under its policies or subContractor s 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-Contractor 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-Contractor s. 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. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any 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, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA 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 subContractor 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 Contractor or its subContractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Contractor 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. Contractor 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 Contractor 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 Chad Gonzales/Contractor’s [SECOND LEVEL]	Five calendar days
UTA’s Troy Hamilton/Contractor’s [THIRD LEVEL]	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, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

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 Contractor consents to the jurisdiction of such courts.

25. **ASSIGNMENT OF CONTRACT**

Contractor 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: Chad Gonzales
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 Contractor :

Lamar Transit Advertising
ATTN: Neal Gatherum
655 E. 4500 S. STE. #100 Salt Lake City, UT 84107

- 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 Chad Gonzales, 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 CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Contractor is providing design or constructin 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) Contractor has a subcontract at any tier that involves a sub-contractor 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. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's

dependents during the duration of this Contract.

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay, failure, or interruption in the performance of this Contract due to any cause beyond the reasonable control of the party including, without limitation, strikes, shortages, boycotts, labor disputes, embargoes, riots, insurrections, explosions, pandemics, public health emergencies, acts of God, acts of terrorism, war, governmental action, fires, floods, storms, or earthquakes (each a "Force Majeure Event"). A party shall only be excused from performance for the period of time that the party is delayed or prevented from performing under the Contract due to a Force Majeure Event. During any period of time that there is a reduction by more than 10% of the fleet in active service or a reduction in monthly advertising revenue by more than 10% due to a Force Majeure Event or any other reason outside of the Contractor's control, Contractor shall be relieved of any obligation to pay the Minimum Annual Guarantee and shall only owe the Revenue Share.

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

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

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.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **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.

36. **ENTIRE AGREEMENT**

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

UTAH TRANSIT AUTHORITY:

By _____

By _____

DocuSigned by:
By Mike Bell 2/27/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR :

DocuSigned by:
By Neal Gatherum 3/1/2024
350D39FFDE724C8...
Name Neal Gatherum
Title GM/VP

By _____
Name _____
Title _____

Exhibit A

Scope of Work

Work to be Performed by Contractor:

A. Marketing of Available Advertising Space. The Contractor shall use its best efforts to market and sell all advertising space made available to Contractor by UTA. The Contractor shall cause advertising media to be placed upon such space as outlined in this agreement. All sales of advertising space on UTA's assets shall be pursuant to an approved uniform sales contract and based upon published, fair market advertising rates. The Contractor shall also perform all necessary billings, collection of advertising revenues, contract administration and other work required under its uniform sales contract. For each contract year, the Contractor shall pay UTA the greater of the Revenue Share or the Minimum Annual Guarantee.

B. Review of Advertising Content. The Contractor shall review each advertisement proposed to be affixed to UTA assets. The Contractor shall make the initial determination of compliance with the Advertising and Naming Board of Trustees Policy No. 3.1 (Exhibit C). All advertisements shall also be provided to UTA's designated contact for approval prior to production and installation. Any appeals to Contractor's denial of a proposed placement shall be forwarded to UTA for review according to applicable UTA policies and procedures. The purpose of the review shall be to ensure that each advertisement complies with the Advertising and Naming Board of Trustees Policy No. 3.1, as amended from time to time. The Contractor shall take appropriate steps and implement controls to ensure that all advertising placed on UTA's property complies with the Advertising and Naming Board of Trustees Policy No. 3.1.

C. Advertising not Conforming with Advertising and Naming Board of Trustees Policy No. 3.1. The Contractor shall prohibit and prevent the display of any proposed advertisement that does not conform to the Advertising and Naming Board of Trustees Policy No. 3.1; as such policy is amended from time to time. In the event that UTA determines that any advertisement displayed upon UTA's property does not conform to the Advertising and Naming Board of Trustees Policy No. 3.1, the Contractor shall remove such advertisement immediately upon receipt of appropriate notice from UTA. The Contractor shall ensure that all contracts are made expressly subject to the Advertising and Naming Board of Trustees Policy No. 3.1 and shall be solely responsible for any losses sustained as the result of UTA's order to remove non-complying advertising material.

D. Production and Installation of Bus Advertising. As between UTA and the Contractor, the Contractor shall be responsible for the design and production of all advertising to be affixed to UTA's assets. All installation, removal and minor maintenance of advertising material upon buses shall be performed by the Contractor at UTA's below-specified bus terminals, or at such other facilities as are in existence from time to time during the term of the contract. As of the date that this agreement becomes effective, UTA

has five (5) separate bus terminals located as follows:

1. 3600 South 700 West, South Salt Lake City, Utah (“Meadowbrook”);
2. 669 West 200 South, Salt Lake City, Utah (“Depot District”);
3. 135 West 17th Street, Ogden, Utah (“Mount Ogden”);
4. 1110 South Geneva Road, Orem, Utah (“Timpanogos”); and
5. 3610 South 900 West, South Salt Lake City, Utah (“Riverside”).

The installation, maintenance, removal and other work to be performed by the Contractor shall be performed reasonably, and at the convenience of UTA. The Contractor will be asked to coordinate directly with the appropriate managers of each of the five facilities to schedule the Contractor’s work at such facilities.

E. Production and Installation of Light Rail Vehicle Advertising. The Contractor shall be responsible for the design and production of all advertising to be affixed to light rail vehicles. All installation, removal and minor maintenance of advertising signs upon light rail vehicles shall be performed by the Contractor at UTA’s vehicle maintenance yard at 613 West 6960 South, Midvale, Utah (“Lovendahl”), or at 2264 South 900 West, Salt Lake City, Utah (“Jordan River Service Center”), or such other facilities as are in existence from time to time during the term of the contract. The installation, maintenance, removal, and other work to be performed by Contractor shall be performed reasonably and at the convenience of UTA. The Contractor will be asked to coordinate directly with the appropriate manager of the Lovendahl and Jordan River Service Center facilities to schedule the Contractor’s work at such facility.

F. Production and Installation of Commuter Rail Vehicle Advertising. The Contractor shall be responsible for the design and Production of all advertising to be affixed to commuter rail vehicles. All installation, removal and minor maintenance of advertising signs inside commuter rail vehicles shall be performed by the Contractor at UTA’s commuter rail vehicle maintenance yard at 900 North 500 West, Salt Lake City, Utah (Warm Springs) or at such other facilities as are in existence from time to time during the term of the contract. The installation, maintenance, removal and other work to be performed by Contractor shall be performed reasonable and at the convenience of UTA. The Contractor will be asked to coordinate directly with the appropriate manager of the Warm Springs facility to schedule the Contractor’s work at such facility. All work to be performed by Contractor shall be performed outside in the vehicle maintenance yard and the Contractor shall not work within the vehicle maintenance facility itself.

G. Storage of Advertising Materials. The Contractor shall maintain all signs or other advertising media not mounted upon or affixed to UTA’s buses or light rail vehicles at the Contractor’s place of business and not at UTA facilities. UTA shall not make any shop or storage space available to the Contractor.

H. Record Keeping and Reporting of Monthly Sales. The Contractor shall keep full and accurate accounting records, rendering monthly reports to UTA as of the last business day of each month. The monthly reports shall disclose (among other items) the total gross monthly billings submitted by the Contractor which relate to the rights described in this agreement, less reasonable agency discounts (limited to no more than 15%). The monthly reports shall also identify the advertising sold during the month. Each monthly report is

required to be delivered electronically to the designated UTA representative in the format required by UTA. The Contractor shall submit such reports to UTA no later than the 15th day of each month. Each monthly report to be delivered by the Contractor must be supported by a list of invoices evidencing the billings generated during such month. A separate numbering series shall be used on all invoices generated hereunder, and all invoices shall be issued in consecutive order.

I. Payment of Revenue Share to UTA. In consideration for the rights granted to Contractor, the Contractor shall pay UTA the Revenue Share. The Revenue Share will be evaluated annually, upon completion of each contract year. To the extent that Revenue Share exceeds the Minimum Annual Guarantee for each contract year, the Contractor shall pay UTA the difference within 30 days following the completion of the applicable contract year.

J. Change in Fleet. 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 sections 2 and 3 of the Scope of Work or the amount of Advertising Space as set out in the same sections; 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 sections 2 and 3 of the Scope of Work (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 the aforementioned sections, other than eliminated products, will not have an impact on such calculations); the Minimum Annual Guaranteed Payment 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 sections 2 and 3 of the Scope of Work 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.

K. Use of Uniform Sales Contracts. The Contractor shall sequentially number all uniform sales contracts and shall execute such contracts in appropriate numerical order. UTA must approve the form of all uniform sales contracts in advance of use by the Contractor.

L. Advertising Rates; Agency Discounts. The Contractor shall lease all advertising space licensed to the Contractor by UTA at fair market, advertised rates. The Contractor agrees to forward to UTA a copy of its printed rate schedule, and to further deliver revisions to such schedule as are made from time to time. The Contractor may pay reasonable agency commissions to bona fide advertising agencies involved in the sale of

advertising space. Bona fide shall mean a firm that is not affiliated by ownership, control, common officers or directors or otherwise with the Contractor. Agency discounts from the advertised rate schedule shall only be permitted if such discounts are reasonable and do not exceed fifteen percent (15%).

M. Limitation on Over posting; UTA's Use of Available Space. Unless otherwise agreed by UTA, the Contractor shall not exceed the time and/or quantity terms of any uniform sales contract unless the advertiser shall have first purchased such additional advertising at the fair market, advertised rates. The Contractor shall make all unsold advertising space on UTA's assets available to UTA for UTA's use at no charge. UTA shall be permitted to use such unsold space to promote UTA's service or for such other purposes as determined by UTA in UTA's sole discretion.

N. Limitations on In-Kind Payments. The Contractor shall obtain from UTA prior approval before accepting any advertising trade-outs or other non-cash or in-kind consideration as payment for any advertising rights with respect to UTA's property. The Contractor must also obtain from UTA prior approval before offering or accepting agency discounts or commissions exceeding fifteen percent (15%), or before otherwise offering any advertising rights with respect to UTA's property at prices below the fair market, advertised rates for such space. Any prior approval required by this paragraph must be evidenced by a written document of consent signed by UTA's Chief Procurement Officer.

O. Monthly Summary of Contract Activity. The Contractor shall maintain at all times an inventory of the advertising mounted, affixed or otherwise installed on any property of UTA, as well as a register individually identifying all of UTA's property upon which such advertising is mounted, affixed or otherwise installed and providing summary information regarding the advertising installed upon such property during the term of the contract as requested by UTA from time to time.

P. Records Requirements. The Contractor shall, for a period of not less than three (3) years following the termination of its contract with UTA, maintain the following account records, to be available for audit, inspection or reasonable reproduction by UTA, and its employees, auditors or other agents:

1. Copies of all contracts entered into by the Contractor which related to the advertising rights granted by UTA.
2. A log (in both electronic and hard copy forms) of all contracts entered into by UTA which related to the advertising rights granted by UTA. The log shall, at a minimum, summarize the following information for each contract: (a) the name of the client; (b) the term of the contract; (c) the nature, quality and description of the advertising rights sold to the client; and (d) any agency discounts granted pursuant to the contract.
3. A register (in both electronic and hard copy forms) individually identifying all of UTA's property which the Contractor utilizes pursuant to the rights referenced in this agreement.

Q. Additional, Unspecified Work Scope. In addition to those tasks and obligations

separately identified above, the Contractor shall be responsible for performing all other work provided for or reasonably required by this Scope of Services.

R. Existing Contracts for Advertising. UTA's current advertising contract has allowed the current contractor, Lamar Advertising Company, to enter into certain contracts with advertisers which extend into the contract period. UTA shall cause such contracts to remain assigned to the Contractor.

S. Contract Assignment Upon Termination. In addition to the other terms and conditions set forth herein, upon expiration of the term of the advertising rights described herein, or upon earlier termination, the Contractor shall immediately assign and transfer to UTA, uniform sales contracts with advertisers for all advertising granted pursuant to this agreement. The Contractor shall see that all uniform sales contracts expressly permit such assignment. Following such assignment and transfer, UTA or its assignees shall pay to the Contractor, when and as received, twenty percent (20%) of the net receipts from such contracts for the unexpired period of such contracts. The Contractor shall not enter into any contract with advertisers which extends more than six (6) months beyond the expiration date of the contract without written approval of UTA.

T. Irrevocable Letter of Credit. UTA will require an irrevocable letter of credit or other security acceptable to UTA (such as a performance bond) in the amount of twenty-five percent (25%) of the negotiated Minimum Annual Guarantee for the first contract year. This security will be required before the execution of the contract. UTA may in its sole discretion waive this requirement after the first contract year. UTA may consider the prepayment of each Minimum Annual Guarantee in lieu of the Letter of Credit or bond.

U. Business Registration in the State of Utah. The Contractor shall appropriately register to do business in the State of Utah within three (3) business days after the Award of Contract.

3. Available Exterior Bus Advertising Space. Bus advertising shall be displayed only on the exterior to UTA's buses. The advertising shall be affixed by means of pressure-sensitive vinyl applied directly to the vehicle. Below are tables identifying the number and size of advertising space available for exterior bus advertising as of the date this agreement becomes effective. While this information has been provided to assist the contractor, UTA makes no representations, warranties or assurances that the inventory of buses shall be consistent for the duration of the contract entered between the Contractor and UTA. The descriptions provided herein are approximate, and the contractor is invited to coordinate a walk-through inspection of UTA's facilities through UTA's Contracting Officer.

UTA Bus Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
564	Full Vehicle (requires all ad space on vehicle)	Full Vehicle Wrap	2 Full Sides + Full Back + Headlight

564	Door Side	Empress	42" x 114"
		Queen	30" x 88"
		Full Side	9' x 40'
564	Driver Side	Kong	42" x 19'
		Ultra Super King	9' x 19'
		Full Side	9' x 40'
		King	30" x 144"
		Super King	30" x 216"
564	Front	Headlight	21" x 44"
564	Back	Super Tail	3' x 7'
		Half Back	42" x 7'
		Full Back	9' x 7'
		Taillight	21" x 70"

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

* Ski Service buses which only run during the ski season (i.e., 10th of December through

15th of April). Please note that Ski Service passenger displays are obstructed by skis when racks are full.

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

Peak pullout of buses as of 2022 was as follows:

Meadowbrook	Depot District	Ogden	Timpanogos	Riverside (Paratransit & FLEX)
145	54	86	54	99-107

Curbside Full Side and the curbside of Full Wrap displays may not cover the front two windows with advertising vinyl on any bus listed above to include the general fleet, ski buses, Paratransit and Flex vehicles.

In addition to the exterior bus advertising described above, the Contractor shall be permitted to solicit, sell and place commercial advertising utilizing vinyl direct-application advertising covering substantially all bus exterior ("Bus Wrapping"). All Bus Wrapping shall strictly comply with the terms, conditions and limitations set forth in the Advertising and Naming Board of Trustees Policy No. 3.1 and the terms, conditions and limitations of the Advertising and Naming Board of Trustees Policy No. 3.1 are incorporated herein. Bus Wrapping is not permitted with respect to the front of the bus.

All Bus Wrapping of UTA's bus fleet is currently applied utilizing pressure-sensitive, removable vinyl designed to not damage paint during its installation to, or removal from, transit vehicles. This application method shall continue to be acceptable to UTA provided that all installation and removal is done in a manner so as to avoid damage to UTA's buses, and further provided that the Contractor shall immediately pay for the cost to repair any damage caused to the buses by such installation or removal (including, without limitation, any repainting of buses necessitated by the application or removal of bus wrapping). Any change in the method of applying bus wrapping is subject to the advance, written approval of UTA. All requests for bus wrapping must come through UTA's designated contact. The

UTA representative will coordinate with internal facilities to arrange for bus type, model, and configuration.

All full wrap bus advertising shall conform to the following standards:

- 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.
- 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.
- The UTA logo must be clearly visible on both sides and the rear of the bus. The size and location of the logo will be outlined by UTA and provided to advertiser by UTA for each bus type. All designs of bus wraps must include the UTA logo in three designated spaces on the bus. Each logo is approximately 8" x 20" and located on the rear of the bus and both sides.
- An accessibility logo must be included in the design and clearly visible above the windshield and above the right front corner of the bus.
- All destination signs, route numbers, exterior lights, and reflectors shall be in clear view.

Curbside Full Side and the curbside of Full Wrap displays may not cover the front two windows with advertising vinyl on any bus listed above to include the general fleet, ski buses, Paratransit and Flex vehicles.

Full Side and Full Wrap will be limited to fleet without tinted windows, unless ok'd in writing by UTA.

4. **Available Light Rail Vehicle Advertising Space.** UTA currently has 114 light rail vehicles in its service fleet (12 vehicles of which shall not be used for advertisement placement except UTA's own promotional and advertising messages). UTA has an additional 29 used vehicles (also known as VTA cars, as they were originally run at Valley Transit Authority in San Jose, Calif.). These light rail vehicles are used for special events and reserve fleet.

UTA has contractual and development limitations imposed by certain municipalities that limit the size and location of advertising on the exterior of light rail vehicles. Wrap advertising is available on light rail vehicle exteriors. The exact specifications for each vehicle type can be provided by UTA. All light rail vehicle wraps must conform to the following standards:

- All full wrap advertising graphic designs must be submitted in sufficient detail to determine content and final general appearance to UTA's advertising coordinator for review and approval before application.
- Any wrap extensions into the window space cannot cover more than 50 percent of total window space of each train (on either side of the train, not including the front windshield or operator window space)
- Train numbers must be clearly visible (one train number per side per vehicle located at the top portion of vehicles)
- The UTA logos must be clearly visible (two logos per side per vehicle) The size and location of the logo will be outlined by UTA and provided to the advertiser for each light rail vehicle type. All designs of train wraps must include the UTA logo in

designated spaces on the train. Sample logo sizes and locations shown below.



- All Accessibility logos must remain in their original locations.
- All destination signs, door buttons, exterior lights and reflectors shall be in clear view.
- The front and back ends of all light rail vehicles will not be wrapped. As vehicle types are different,
- Reflective material located on the sides of the TRAX light rail vehicles near the bottom needs to 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.
- Advertising on light rail vehicles is currently accomplished by means of pressure-sensitive, removable vinyl designed not to damage paint or vinyl reflective striping during its installation upon, or removal from, light rail vehicles. Application and removal of advertising materials shall be done in a manner so as to avoid damage to UTA’s light rail vehicles, and the Contractor shall immediately pay for the cost to repair any damage caused to the vehicles by such installation or removal.
- UTA excludes 12 light rail vehicles from the fleet as reserve for UTA marketing purposes which shall not be available for any advertising pursuant to this RFP. The vehicle identification numbers shall be specified in the contracting process.
- The information concerning UTA’s light rail vehicle fleet is being provided to the contractor. UTA makes no representations, warranties or assurances that such numbers shall continue for the duration of any contract entered between Contractor and UTA. The descriptions provided herein are approximate, and the contractor is invited to coordinate a walk-through inspection of UTA’s facilities through UTA’s Contracts Administrator.

UTA 100 & 160 Light Rail Vehicle Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
40	Exterior s	TRAX Full Side	10' x 69'
		TRAX Center Stage	10' x 9'
		TRAX Super Mural	40" x 16'
		TRAX Mural	25" x 138"
160		TRAX Vertical Interior (limit	21" x 12"

	Interiors	4 per car)	
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
77	Exterior s	TRAX Full Side	10' x 69'
		TRAX Center Stage	10' x 9'
		TRAX Super Mural	40" x 16'
		TRAX Mural	25" x 138"
308	Interiors	TRAX Horizontal Interior (limit 8 per car)	21" x 12"
154		TRAX Michelangelo (limit 2 per car)	24" x 96"

5. **Available Commuter Rail Vehicle Advertising Space:** UTA currently has 38 bi-level Bombardier cab cars and passenger cars in its commuter rail fleet. These vehicles feature in their interiors for advertising. Below are ad space descriptions for commuter rail vehicles.

UTA Commuter Rail Advertising Space			
# Ad Spaces	Location on Vehicle	Product Options	Dimensions
456	Interior s	FrontRunner Interior	34" x 24"

Exhibit B
Price Summary

	Minimum Annual Guarantee	Production Credit	Charitable Donation	TOTAL	Percentage of Contract Revenues
Year 1	\$2,150,000	\$15,000	\$10,000	\$2,175,000	68%
Year 2	\$2,175,000	\$15,000	\$10,000	\$2,200,000	68%
Year 3	\$2,200,000	\$15,000	\$10,000	\$2,225,000	68%
Year 4	\$2,225,000	\$15,000	\$10,000	\$2,250,000	68%
Year 5	\$2,250,000	\$15,000	\$10,000	\$2,275,000	68%
Year 6	\$2,275,000	\$15,000	\$10,000	\$2,300,000	68%
Year 7	\$2,300,000	\$15,000	\$10,000	\$2,325,000	68%
Year 8	\$2,325,000	\$15,000	\$10,000	\$2,350,000	68%
Totals	\$17,900,000	\$120,000	\$80,000	\$18,100,000	

Each Minimum Annual Guarantee will be prepaid in full to UTA

- Pre-payment for the entire Year One MAG will be issued within 30 days following contract execution. Payment for each subsequent year will be made 30 days prior to the new contract year commencement date.

PRODUCTION CREDIT: \$15,000/year & CHARITABLE DONATION BANK: \$10,000/year

- In addition to the annual MAG, Contractor will provide a Production Credit of up to \$15,000 each year of the contract term for UTA promotional or community messaging. The credit includes graphic art design, printing and installation/removal by Contractors graphic design staff and Contractors printing/installation/removal vendors.
- In addition, Contractor will provide a Charitable Donation Bank in the amount of \$10,000 each contract year. These funds may be used by the authority to assist with community events, tangible donation goods, or other “giving back” initiatives for the city and the community.
- Production Credits and the Charitable Donation Bank reset at the beginning of each contract year and cannot be combined with any other year’s bank or credit.

The Revenue Share shall be calculated and paid to the Authority within thirty (30) days after the end of each contract quarter. The Revenue Share shall be defined as the total gross monthly billings submitted by Contractor to advertisers for use of the Authority’s

advertising space, less reasonable agency discounts (limited to no more than 15%). No other expenses or costs shall be deducted from the gross billings prior to determining the Authority's Revenue Share. All operating expenses and other costs shall be included in, and paid exclusively from, the Contractor's share of total revenue.

"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."

Exhibit C

Advertising and Naming
Board of Trustees Policy No. 3.1



Advertising and Naming

Board of Trustees Policy No. 3.1

Application: Board of Trustees and Local Advisory Council

I. Purpose: The Board of Trustees allows for advertising on the Authority's facilities, vehicles, and electronic media in compliance with contractual agreements, local ordinances, and State and federal laws to provide information to the public and to generate additional revenue to support the Authority's public transit operations. This policy establishes the standard for advertising appearing on the Authority's vehicles and facilities. It also establishes the process for naming stations, facilities, and service brands.

II. Policy:

A. Advertising

The agency will not allow advertising on Authority vehicles, electronic media, or transit facilities that:

1. Is false, misleading, or deceptive
2. Promotes or depicts an illegal activity, good, or service
3. Contains explicit sexual material, obscene material, or material harmful to minors as set forth in state law
4. Promotes alcohol in a manner inconsistent with federal and state law
5. Promotes tobacco products in a manner inconsistent with federal and state law
6. Depicts violence, anti-social behavior, sexual conduct, nudity, or sexual excitement as those terms are defined in state law
7. Includes language that is obscene, vulgar, indecent, or profane
8. Promotes or depicts materials, instruments, devices, items, products, or paraphernalia that are designed for use in connection with sexual conduct as defined in state law
9. Contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, gender, age, disability, or sexual orientation
10. Constitutes libel as defined in state law
11. Is inconsistent with any contractual agreement between the Authority and any governmental entity
12. Promotes subject matter other than that relating to a commercial transaction or relating 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
13. Is contrary to any applicable local ordinance

B. Naming of Authority Stations, Facilities, and Service Brands

1. The Board of Trustees will approve naming of stations, facilities, and service brands.
2. The Authority will select primary station names that assist customers in navigating its transit system, such as names that incorporate geographical coordinates.
3. The Authority will select secondary station names that relate to geographical landmarks, public activities, or names that have historical or cultural significance to the immediate area in which the station is located.
4. The Authority will not name any stations, facilities, or service brands after any individual, either living or deceased.

C. The Board of Trustees will approve requests for sponsorships.

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Process Policy Nos. 2.1.6 – Naming of Authority Rail Stations, Facilities and Branding of Service, 1.2.2 – Advertising, and 2.1.3 – Advertising into Board Policy 3.1 – Advertising and Naming.