

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, 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 Consultant s 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 May 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 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 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 SUBCONSULTANTS**

- 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 subconsultant, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultants without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultants, 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 subconsultants.
- 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 subconsultants 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 ’s 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 subconsultants 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 subconsultants 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 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 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, 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 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 subconsultant 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-818.5for 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, contractor 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 in writing and executed by the authorized representatives of each party.

39. **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.

40. **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:
Jay Fox
Executive Director

By:
Nichol Bourdeaux,
Chief Panning & Engagement Officer

Approved as to Content and Form

Signed by: *David M. Wilkins* 2/2/2026

By: ~~Mike Bell~~ IDavid Wilkins signing for Mike Bell
UTA Legal Counsel

PARAMETRIX CONSULT., INC:

Signed by: *Nathan Johnson* 2/2/2026
By: *Nathan Johnson*
Nathan Johnson
Senior Vice President
Title Senior Vice President

Exhibit A

Scope of Work

Task 1. Project Management and Work Plan

The consultant project manager will coordinate the project team, manage schedules, and track progress to provide consistent and timely completion of project tasks. Specific efforts and deliverables for Task 1 will be outlined in the Project Management and Execution section of the Comprehensive Work Plan, which will be initiated upon Notice to Proceed. The CWP includes three individual sub-plans, detailed below:

1. Project Management/Execution Plan

Consultant team will provide a timeline and strategy for completing the tasks outlined in the Scope of Work. In coordination with UTA, the consultant will outline project team and Steering Committee organization, responsibilities, and coordination efforts, such as 1) team kick-off meeting, 2) steering committee kick-off meeting, 3) regular project team meetings, 4) regular steering committee coordination, and 5) UTA leadership touchpoints.

2. Public Involvement Plan (PIP)

The consultant team will create a detailed Public Involvement Plan (PIP) in coordination with UTA staff. Objectives of the PIP are detailed further in Task 2. The plan will outline methods of gathering information and obtaining feedback from a wide variety of groups, including interested members of the public, elected officials, UTA staff, and stakeholders within the UTA service area. The PIP will also address how this feedback will be documented and used in the LRTP to confirm engagement feedback is understood, considered, and recorded.

In the PIP, the consultant team will outline how internal and external input acquired during engagement efforts before this project (including MPO Workshops and 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 CWP will identify key project meetings where engagement results will be discussed and considered, as well as the documentation process for feedback.

3. Replication Methodology

Parametrix will develop a methodology to replicate the LRTP Update process. The replication methodology will be included in the CWP once it has been vetted and finalized in coordination with UTA staff. This methodology will outline the steps and documentation necessary to complete the LRTP update in a four-year cycle, including a high-level schedule of major tasks and deliverables. The developed process will be designed and documented so that UTA can replicate and update the LRTP without consulting assistance.

Task 1 Deliverables

- Meetings: Project kick-off, steering committee and internal stakeholders, as well as materials and notes
- CWP and replicable plan

Task 2. Public and Stakeholder Engagement

The consultant team will support public engagement tactics in two phases. Building upon the engagement opportunities provided during the LRTP v1, the following tactics are designed to involve the public in updating the vision statement, giving input on how their needs and priorities have changed since LRTP v1, reaffirming the existing transportation needs and priorities defined in LRTP v1, and/or identifying and defining new needs and priorities. Tactics we will utilize include traditional open houses and in-person engagement opportunities to reach people where they are, and digital tactics to raise awareness of the process and educate them so they can provide meaningful input. We will work closely with UTA staff and external stakeholders to promote opportunities for engagement widely through their existing channels.

In-person Events

Streamlined listening sessions for municipal staff will be held across the UTA service area to identify how their planned transportation, other capital projects, and future development are aligned with or have changed since the last LRTP process. We will also discuss potential new needs and priorities since the previous LRTP.

- Host joint workshops, one online and one in-person session, in each of the UTA service areas
- Individual follow-ups or online meetings with entities that cannot attend the regional group sessions will be scheduled as needed

Key Stakeholder meetings. Consultant team will develop presentation materials, plan and facilitate workshops with key stakeholders, including WFRC, MAG, UDOT, Universities, large employers, and others identified by UTA. We will discuss potential new needs and priorities since the previous LRTP.

Open Houses. We will host up to three online and nine in-person open houses (three per UTA service area) throughout the process. The first will be to provide key information about the LRTP update, provide a Q&A session, and gain input on transportation needs and priorities. The second will be to share the draft LRTP update and solicit public input. Clear information about how public input will influence the plan process will be provided at both phases. All materials will be provided in English and Spanish. Live translation will be available. The third round may be used to close gaps in participation if a particular area or community is underrepresented between Phases 1 and 2.

Tabling. Tabling at existing transit locations, universities, large employers, and community events make it easier for the public to provide input.

Promotion

Social Media: We will provide content ideas and copy to the UTA team to promote the process, solicit input, address FAQs, and drive calls to action via their social media channels. We will also ask municipalities and key stakeholders to share or repost these messages.

Station Signage: We will work with UTA to develop signage advertising the process and opportunities for input at transit centers and stations.

Newsletters: We will work with UTA to develop content for municipalities to share via their respective newsletters.

Reporting: Summary reports for each engagement activity will be provided.

Storymap and comment mapping via ESRI:

We will support a project website with process information in a detailed Storymap format, a schedule of engagement activities, the past LRTP, process goals, FAQs, and report-backs after engagement opportunities to share what is learned. Comment mapping in the same platform will streamline data collection and reporting during needs assessment work.

Task 2 Deliverable

- Public engagement summary

Task 3. Systemwide Needs Assessment

The systemwide needs assessment establishes a clear, evidence-based foundation for the 2027–2055 LRTP by identifying where UTA’s current and future transit system must evolve to meet community needs, operational requirements, and long-term regional growth. This task directly informs project identification, evaluation criteria, prioritization, and financial analysis.

Existing Conditions and Baseline Data

The needs assessment establishes what UTA must address over the next three decades, from community mobility needs to systemwide operational and capital needs. It provides the foundation for the LRTP’s goals, projects list, and investment priorities. Then develop a comprehensive understanding of current and future transit needs in the UTA service area to inform the Long-Range Transit Plan. Synthesizing relevant UTA plans, such as UTA Moves 2050, the

5-Year Service Plan, 5- and 10-Year Capital Plans, intradepartmental plans, and the Phase 1 project refinement effort to establish a unified baseline of existing conditions, system performance, and committed investments. The outcome of this effort is an integrated picture of network, fleet, facilities, workforce, customer experience, funding, and corridor needs.

Community Needs and Travel Markets

Community needs will be assessed through demographic, socioeconomic, and equity analyses to identify gaps in access, travel markets, and underserved populations, and barriers to transit use. We will map current and anticipated needs against land use, growth patterns, and regional development forecasts to understand how future population and employment distribution will shape transit demand out to 2055. An analysis of transit markets using origin/destination (OD) data from third-party vendors such as Replica or Locus will be completed as part of this task. The information from this analysis will be combined with trip information from the WFRC/MAG travel demand model to assess travel markets and help frame the development of community needs.

Systemwide Transit Needs and Access to Opportunity

In parallel, we will document UTA's systemwide capital and service needs, including transit centers and mobility hubs, fleet modernization, corridor preservation, innovative mobility, and first- and last-mile infrastructure. The assessment will identify uncertainties, opportunities, challenges, and trade-offs affecting future investment decisions. JWA will conduct a mobility analysis across three network scenarios: existing UTA service, the five-year service plan, and the full UTA Moves 2050 vision. This will consist of both cumulative access and OD travel time analysis. Using WFRC and MAG future land use forecasts, we will quantify jobs, residents, and essential destinations reachable within defined travel time thresholds by transit mode, establishing access-to-opportunity baselines and measuring incremental gains with each plan.

Complementing this, we will use OD trip matrices from the WFRC and MAG travel demand models to analyze transit travel times for regional trip patterns, revealing where modal investments most effectively serve travel markets. These analyses will provide a baseline sense of the performance of the existing network and relative benefit of both the short- and long-range plans. We will also use these outputs to identify spatial and temporal gaps in access supporting the needs assessment.

Modeling Framework/Analytical Tools

Consultant will provide transit ridership forecasting using both the WFRC/MAG regional travel demand model and the FTA's Simplified Trips-on-Project Software (STOPS). These tools bring different values depending on the specific metric being used to support outcomes in the LRTP.

The STOPS model does not account for regional policies and growth in the same way that the regional model does; this is one reason there may be a disconnect between results from the two. We will evaluate the appropriateness of each for use in performance metrics and inputs to other tasks and tailor our approach to best meet the needs of each task. Where differences are identified, we will articulate the reasons for them and provide messaging to support both internal and external communication.

Synthesis, Documentation, and Outputs

Findings will be synthesized into a Systemwide Needs Analysis Report that communicates:

- How well the current system serves UTA's communities
- Where future needs and gaps are most critical
- What strategic opportunities exist to advance UTA's long-range goals

This report will serve as a primary input to project development and prioritization in Tasks 4 and 5.

The work in this task includes building on the existing LRTP v1 ArcGIS Online StoryMap framework and GIS database to organize data, metrics, and assumptions used throughout the LRTP update. This shared GIS environment

will be updated as the project progresses and will support both internal technical coordination and public-facing communication through StoryMaps and dashboards. Embedding documentation and explanatory content directly within maps improves transparency, reduces reliance on static graphics, and creates a durable, reusable platform for future LRTP updates.

This work will include six discrete steps: 1) establishing baseline existing conditions, 2) assessing community needs, 3) assessing transit system needs, 4) identifying growth implications on the system, 5) documenting needs, gaps, opportunities, and uncertainties, and 6) developing a systemwide needs assessment report.

For the cost-benefit analysis (CBA) we will monetize travel time savings for OD flows by mode under each scenario to calculate net benefits using either USDOT value of time guidance, or any preferred local factors previously developed by UTA, UDOT, WFRC, or MAG. For the cost-effectiveness (CE) study, accessibility and travel time outcomes will serve as non-monetized performance measures, such as jobs accessible per operating dollar, or share of regional OD demand served within competitive travel times. Each of these measures will be disaggregated by mode, either by incremental modal removal or by detailed evaluation of trip itinerary segments by mode. We will refine this proposed approach in collaboration with UTA staff.

Financial Analysis and Implementation Strategies

This analysis will use financial projections and cost data from the Utah Unified Plan Financial Model Update. Land Use and transportation forecasting will use the WFRC/MAG TDM with possible supplemental STOPS modeling. Further details are provided under Task 5.

CBA and CE Studies

To meet the requirements of Utah Senate Bill 174, we will conduct a cost-benefit analysis and a cost-effectiveness study for each UTA transit mode, covering both the existing system and the planned LRTP network, by mode (rail, BRT, bus, on-demand, and innovative mobility zones).

The cost-benefit analysis will evaluate the monetized value of benefits relative to costs over the analysis period, resulting in Benefit-Cost Ratios (BCRs) and Net Present Values (NPVs). The cost-effectiveness study will evaluate how efficiently investments achieve specific outcomes, such as ridership, access to opportunity, equity benefits, and travel time savings, without monetizing all impacts.

Working closely with UTA staff, we will establish all foundational assumptions in advance, including analysis periods, discount rates, cost treatment, and benefit categories. Methodologies will follow USDOT guidance and best practices while remaining aligned with UTA’s financial systems and planning assumptions. All assumptions, data sources, and calculations will be fully documented to provide transparency, defensibility, and replicability.

Evaluation Criteria and Metrics Development: Building from the metrics established in UTA Moves 2050 (Appendix C), we will assess whether existing evaluation criteria should be retained, modified, or replaced based on findings from the CBA and CE analyses. Metrics will be extended to the 2055 horizon year using updated MPO forecasts and regional datasets. As done in the recently completed Equity Index and Route Restoration project we will utilize appropriate framework and criteria. Evaluation criteria will address:

- Ridership and cost efficiency
- Access to opportunity and land use outcomes
- Equity impacts and benefits to disadvantaged populations
- Qualitative considerations such as community support and strategic alignment

Updated criteria will be tested and refined through iterative review with UTA staff and documented in a technical memorandum that clearly links metrics to SB 174 compliance and LRTP decision-making.

Task 3 Deliverables

- Systemwide needs analysis report, CBA, and CE studies

- Updated/revised evaluation criteria and project scoring metrics
- Evaluation criteria methodology memo
- Documentation to incorporate into the CWP reproduction methodology

Task 4. Needs-Based Project List Development

Task 4 translates the systemwide needs assessment, evaluation criteria, and engagement input into a transparent, needs-based list of projects that clearly explains what advances, what shifts, and why.

Methodological adjustments

As in Task 3, the consultant team will use our familiarity with the current 2023–2050 Plan Network as the starting point. From there, we will work with UTA staff as we reassess all projects using the updated metrics and CBA/CE results. Then we will identify which 2050 projects remain high priority, which shift between phases, and which become “vision only.” Once this is complete, we can extend the project list and phasing to 2055 with the significant efforts including:

- Add new projects identified from updated needs analysis (e.g., new hubs, first/last mile projects, facility expansions)
- Create a transparent “project genealogy” from UTA Moves 2050 to 2055 LRTP (helps with change management)
- Coordination and compliance are critical in this process; the main components to accomplish are:
- Make the MPO and UDOT coordination more explicit than in LRTP v1 by outlining how LRTP phasing aligns with each MPO RTP update and the Unified Plan.
- Clearly flag UDOT-led fixed-guideway projects and the stages where UTA/UDOT coordination is needed.

Create a spreadsheet-based evaluation framework for use in Task 5 and beyond (into the draft and final plan efforts). The framework will be adapted and extended from the spreadsheet and scripts developed in the previous LRTP. It will take in all service lines, zones, and other projects in the draft project list, using line and zone definitions from Remix, aligned with the WFRC and MAG RTPs, and evaluate them against the scoring criteria. It will bring together inputs and assumptions from external sources, such as ridership and access modeling results and costs. The framework will be integrated with Task 5 financial analysis and support iteration and workshopping of phasing decisions. It will be used to generate all tables and outputs for initial consideration of the results, outreach materials, and final LRTP documents. The framework will be documented and clearly identify the source of all inputs, confirming that the analysis is not a black box, but a transparent and replicable process that UTA can build on in the future.

Task 4 Deliverables

- Finalized needs-based list
- Documentation of evaluation methods and project lineage

Task 5. Financial Analysis and Implementation Strategies

Following development of the needs-based project list, High Street and the team will evaluate what can be delivered under varying funding assumptions and identify strategies to support long-term implementation of the LRTP. This task translates technical analysis into fiscally grounded decisions regarding project phasing, affordability, and financial sustainability.

Financial Analysis

The financial analysis will estimate capital, operating, and state-of-good repair costs by project and phase, and will explicitly account for the long-term operational and preservation implications of new investments. This approach allows UTA to understand not only when projects could be delivered, but whether they can be sustainably operated and maintained over time.

To support the fiscally constrained phasing decisions we will apply the accessibility and OD travel time analysis to evaluate network performance across the three financial scenarios and phasing horizons. This analysis will quantify how regional job access and transit travel time change between the no-additional-funding baseline, the fiscally constrained, and full implementation. By measuring cumulative accessibility gains at each phase we will illustrate

how mobility outcomes accumulate over time and reveal the marginal benefit of each phase increment. If required, these measures can also be used to update the CB and CE analyses.

Beyond the required scenario runs, we will conduct up to 15 additional analyses to evaluate alternative phasing and prioritization options. This could include testing whether specific high-cost investments deliver benefits independently or depending on complementary projects being in place or comparing the accessibility outcomes of sequencing different projects among phases. This is intended to offer the project the flexibility to utilize the access and travel time measures in finalizing exactly which projects below in which phase and scenario. We will evaluate the finalized needs-based project list under three financial scenarios:

Full Implementation: A key consideration in the latest UTP financial model is the preservation and operational implications of adding services via new capital funding. We will use the model’s existing unit cost analysis of expected preservation and operating funds to tally project costs by phase and assess their annual impact on the bottom line needed to maintain service.

Fiscally Constrained: We will integrate “needed” and “planned” phases into the UTA project list to determine how much can reasonably be achieved (“planned” projects), how much UTA aims to implement (“needed” projects), and the disparity between these. This can be used to support communication with internal and external stakeholders, helping them understand the impacts of various resource allocation decisions.

No Additional Funding: A concern highlighted by UTA during the financial model development was the rising cost of preservation and operation for the existing system. If additional revenue is not generated by or allocated to the agency, service may need to be reduced to avoid the fiscal cliff.

Across these scenarios, we will integrate available data, leverage the expertise of UTA departments, and best modeling practices to refine forecasts and assumptions. The analysis will incorporate any updates to the UTA or National Transit Database information used in the development of the model. While all long-range models involve uncertainty, this iterative approach reduces avoidable error and supports decision-making grounded in realistic, well-documented assumptions.

Using the findings of the three scenarios along with a review of projects and exploratory planning concepts, the consultant will develop a recommended project list. Recommendations will reflect priorities identified by UTA and stakeholders engaged earlier in the process.

Implementation Strategies

As financial assumptions and models are being refined, develop a set of strategies to support implementation of the fiscally constrained and phased project list, and strategies to advance the transit investments identified in Task 3. Consultant will begin with a state-of-practice review and up to three targeted interviews with UTA staff to determine what strategies and policies can supplement the final project list, to achieve the goals set earlier in the planning process. The review will examine how peer agencies structure funding approaches, prioritize investments over time, coordinate with partners, and maintain consistency between near-term and long-range objectives.

Findings from interviews and desk research will be synthesized into a technical memo. High Street is also part of the team supporting the MAG’s Regional Transportation Plan, giving us direct access to the planning process for Utah Valley. The evaluation framework developed in Task 4 will be integrated with Task 5 financial analysis to support workshopping of project phasing with UTA, to align the LRTP with the financial scenarios. The framework will be used to develop updated project sheets and phased project tables, including phasing recommendations and estimated costs.

Task 5 Deliverables

- Fiscally constrained project and phasing list
- Implementation strategies

Tasks 6 and 7. Plan Development, Finalization, and Adoption

These tasks focus on development of a clear, accessible LRTP document, followed by coordinated review, refinement, and adoption consistent with UTA’s governance and regional planning processes.

Plan Development and Finalization

Consultant will integrate findings from prior tasks into a Draft 2027–2055 LRTP using the existing InDesign template and visual style developed for UTA Moves 2050 (unless otherwise directed by UTA). Building from this established framework supports continuity, reduces review time, and enables efficient plan updates.

New content will be incorporated into the draft plan, the replication methodology with supporting technical detail documented in clearly referenced appendices as appropriate. Mapping and graphics will be updated to reflect the 2027–2055 horizon and revised project phasing. Consultant will support UTA’s internal review process by incorporating consolidated comments from departments, the executive team, and advisory bodies in a clear and trackable manner to advance the plan from draft to final.

Plan Adoption and Deliverables

The consultant team will bolster UTA’s project leaders efforts for plan adoption. We will prepare, in collaboration with the UTA team, presentation materials and targeted communication products for Board of Trustees briefings, local advisory council updates, MPO coordination meetings, and other adoption milestones as needed.

Building on communication tools used for UTA Moves 2050, including StoryMaps, infographics, and summary materials, content will be tailored to decision-makers and partners while remaining consistent with the adopted LRTP. All final documents, datasets, mapping, and supporting materials will be delivered to support adoption, implementation, and future updates.

Tasks 6 and 7 Deliverables

- Draft and final plan files for engagement and technical analysis materials, documents, mapping and deliverables
- Communication products to support adoption of UTA Moves, LRTP 2027 to 2055

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

Task	2026				2027		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3
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 Q1-Q4 2026]						
Needs-Based Project List Development		[Blue bar spanning Q2-Q3 2026]					
Financial Analysis and Implementation Strategies				[Blue bar spanning Q4 2026 and Q1-Q2 2027]			
Plan Development and Finalization			[Blue bar with 'Draft Plan' and diamond]		[Blue bar with 'Final Plan' and diamond]		
UTA Moves 2055 Plan Adoption and Deliverables							[Blue bar in Q3 2027]

Exhibit B Pricing

Price Not to Exceed \$699,921

PROJECT MANAGEMENT MODULE HEADER INFORMATION

(Update or change only those items shown in blue on the screen.)

FIRM **Parametrix Consult, Inc.**

Owner: UTA
Project: UTA Long Rang Transit Plan, RFP 25-04018
Description: Consultant Support
Project Mgr.: Lani Eggertsen-Goff for UTA PM, Dede Murray
Start Date: 02/10/26
 Base Rate Multiplier (OH and profit): 3.01
 Other Direct Costs Multiplier: 1.00
 Time Period: Months
 Date File Setup: 2/10/2026
 Date (Now): 1/30/2026
 Time (Now): 11:30 AM
 Filename: See footer
 Beginning Month: 2
 Beginning Year: 2026
End Date: 7/31/2027

ESTIMATED PERSONNEL RATES:

Personnel Category	Name	Base Rate	Labor Charge
1 Senior Consultant, Project Manager	Lani Eggertsen-Goff	\$79.56	\$239.48
2 Senior Consultant	Jennifer John	\$113.32	\$341.09
3 Senior Consultant	Kai Tohinaka	\$69.23	\$208.38
4 Senior Planner	Esther Needham	\$65.63	\$197.55
5 Senior Engineer	Adam Pocock	\$93.75	\$282.19
6 Senior Planner	Sam Erickson	\$72.08	\$216.96
7 GIS Manager	Chad Tinsley	\$56.19	\$169.13
8 GIS Analyst	William Goodfried	\$33.96	\$102.22
9 Planner IV	Jinger Hendricks	\$52.06	\$156.70
10 Public Engagement	Michael Baker	\$47.49	\$142.94
11 Senior Engineer	Amir Almotahari	\$64.11	\$192.97
12 Engineer III	Fahmid Hossain	\$44.99	\$135.42
13 Engineer III	Dina Elnashar	\$52.64	\$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 Techagumthom	\$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	Bryce 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	\$36.69	\$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.



UTAH TRANSIT AUTHORITY
 LRTP 2027-2055 Consultant Services
 RFP 25-04018

Task	SubTask	Description	Parametrix																	
			Personnel Category	Employee	Personnel Category	Employee	Personnel Category	Employee	Personnel Category	Employee	Personnel Category	Employee	Personnel Category	Employee	Personnel Category	Employee	Personnel Category	Employee		
			Fully Burdened Rate:	\$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		
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	18	20	54	0	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	0	0	0	0	0	0	0	
				3,748	344	130	178	90	10	24	86	80	106	36	62	80	80	60	10	
				Labor Total:	\$677,437.96															
				Expenses Total:	\$22,483.20	\$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

Project Total \$ 699,921