



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 25, 2021

9:00 AM

FrontLines Headquarters

UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 West 200 South, Salt Lake City, Utah.

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- Meeting proceedings may be viewed remotely by following the instructions and link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, August 24th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

- | | |
|--|---------------------------|
| 1. Call to Order and Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment | Chair Carlton Christensen |
| 5. Consent | Chair Carlton Christensen |
| a. Approval of August 11, 2021 Board Meeting Minutes | |

6. Reports

- a. Agency Report Bill Greene
 - Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update
 - Peach Days Complimentary Service Request
 - Rock the Canyon Complimentary Service Request
 - Free Fare Day Update

7. Resolutions

- a. R2021-08-05 - Resolution Authorizing Execution of a Joint Venture Agreement with Clearfield Station Partners, LLC for the Clearfield Station Transit-Oriented Development Paul Drake
Jordan Swain

8. Contracts, Disbursements, and Grants

- a. Contract: On-Demand Technologies and Innovative Mobility Services (River North Transit LLC - Via) Jaron Robertson
Todd Mills
- b. Contract: In-Vehicle Mobile Gateways, Annual Maintenance, and Parts (Sierra Wireless America, Inc.) Dan Harmuth
Kyle Brimley

9. Discussion Items

- a. Mixed Bus Fleet Composition Strategy Eddy Cumins
Andres Colman
Tigran Melikyan
- b. Utah Transit Authority Draft Five-Year Capital Plan - 2022 through 2026 Bill Greene
David Hancock
Daniel Hofer
- c. Potential 2015A Senior and Subordinate Sales Tax Revenue Refunding Bond Opportunity in 2021 Brian Baker

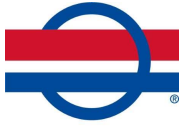
10. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, September 8th, 2021 at 9:00 a.m.

11. Adjourn

Chair Carlton Christensen



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Jana Ostler, Board Manager
FROM: Jana Ostler, Board Manager

TITLE:

Approval of August 11, 2021 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the August 11, 2021 Board of Trustees meeting

BACKGROUND:

A regular meeting of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, August 11, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/694743.html>](https://www.utah.gov/pmn/sitemap/notice/694743.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

ATTACHMENTS:

1. 2021-08-11_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 11, 2021

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also participating were UTA staff members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Kent Muhlestein, UTA Safety Administrator - Transit System, provided a brief safety message.

4. Public Comment

Chair Christensen invited members of the public to comment during the live portion of the meeting; however, no live public comment was given. It was noted that online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix A to these minutes.

5. Consent

a. Approval of July 28, 2021 Board Meeting Minutes

b. UTA Policy - UTA.02.04 National Transit Database Responsibility Policy

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

6. Reports

a. Agency Report

- **Garth Brooks Concert Service Update**

Free Fare for Clean Air Days. Mary DeLoretto, UTA Interim Executive Director, mentioned the agency will be participating in the first two "free fare for clean air" days on Thursday, August 12, 2021, and Friday, August 13, 2021. All UTA services on these

days will be free to the public. The initiative is funded by a bill passed during the 2019 legislative session. UTA's partners in this effort include the Utah Department of Environmental Quality, the Utah Clean Air Partnership (UCAIR), Representative Joel Briscoe and the Utah State Legislature, and the Healthy Environment Alliance of Utah (HEAL Utah).

Garth Brooks Concert Service Update

Ms. DeLoretto was joined by Eddy Cumins, UTA Chief Operating Officer, and Cheryl Beveridge, UTA Light Rail General Manager. Mr. Cumins spoke about the exceptionally high transit ridership to the Garth Brooks concert that took place on July 17, 2021 at the University of Utah. He then detailed pre-concert events (some of which complicated UTA's transportation support plans) and post-concert events and discussed lessons learned.

Discussion ensued. A question on the flexibility of service options at the University of Utah during large events was posed by the board and answered by staff. The board complimented staff on its efforts to provide service for the concert.

b. Financial Report - June 2021

Bill Greene, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, and Andrea Pullos, UTA Project Manager III. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenue, stimulus funding, and operating financial results. Mr. Greene discussed capital spending (including spending by project type) and Ms. Pullos highlighted the Ogden/Weber State University bus rapid transit (BRT) and Airport Station relocation projects.

Discussion ensued. Questions on the timing of allocating fringe benefits, expenditures on state of good repair projects, and Ogden/Weber State University budget were posed by the board and answered by staff.

7. Resolutions

a. R2021-08-01 - Resolution Authorizing the Execution of a Section 5309 Small Starts Grant Agreement with the Federal Transit Administration for the Ogden/Weber State University (WSU) Bus Rapid Transit (BRT) Project

Patti Garver, UTA Manager - Environmental & Grant Services, explained the resolution, which authorizes execution of the Small Starts grant agreement for the Ogden/WSU BRT project.

Discussion ensued. A question clarifying the grant amount was posed by the board and answered by Ms. Garver.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2021-08-02 - Resolution Authorizing Execution of Addendum 4 and Addendum 5 to the Salt Lake Transit Master Plan Interlocal Agreement for 2021-2022 Frequent Transit Network Routes

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Lorin Simpson, UTA Regional General Manager - Salt Lake Business Unit. Ms. Bourdeaux summarized the resolution, which authorizes the execution of addendums 4 and 5 to the Salt Lake Transit Master Plan Interlocal Agreement with Salt Lake City. Addendum 4 addresses the cost of sponsored services for frequent transit network (FTN) routes 2, 9, and 21, as well as paratransit service, for the period of August 2021-July 2022. Addendum 5 outlines mobilization costs for service planned for the 1000 North corridor to be implemented on the August 2022 change day.

Discussion ensued. Questions on the timing for beginning 1000 North service and vehicle propulsion selection were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2021-08-03 - Resolution to Request the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property Necessary for the Ogden-Weber State University Bus Rapid Transit Transportation Project - Parcels 148 and 149

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Tim Merrill, Assistant Attorney General; Spencer Burgoyne, UTA Manager - Property Administration; and Gale Padgett, UTA Right of Way Consultant. Mr. Drake explained the resolution, which authorizes initiation of eminent domain proceedings for parcels 148 and 149 of the Ogden/WSU BRT project.

Discussion ensued. A question on the current property use was posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

d. R2021-08-04 - Resolution Establishing a Self-Insurance/Catastrophic Loss Reserve Fund

Mr. Greene was joined by David Pitcher, UTA Claims & Insurance Manager. Mr. Greene summarized the resolution, which establishes a self-insurance/catastrophic loss reserve fund as allowed in Board Policy 2.1.(II)(A)(2) for the RideShare/vanpool program,

including a reserve for catastrophic losses not covered by the Governmental Immunity Act in the State of Utah. Mr. Pitcher reviewed the current RideShare/vanpool insurance scenario and discussed the benefits of shifting to a self-insurance program.

Discussion ensued. Questions on the source of reserve funds and cost of claims processing were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: SD100 HVAC Inverter Replacement (Kiepe Electric, LLC)

Kyle Stockley, UTA Rail Infrastructure Project Manager, requested the board authorize a contract in the amount of \$999,970 with Kiepe Electric, LLC for the replacement of 46 HVAC inverters on the SD100 light rail vehicles.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

b. Change Order: 2022 Transit Bus Replacement - Ninth Order (Gillig, LLC)

Mr. Stockley asked the board to approve a change order in the amount of \$10,500,056 to the contract with Gillig, LLC for 20 diesel buses. The total contract value, including the change order, is \$82,045,465.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

c. Change Order: Meadowbrook Expansion - Underground Power and Communications Relocation (Big D Construction)

David Osborn, UTA Project Manager III, requested the board approve a change order in the amount of \$221,006 to the contract with Big D Construction for relocation of utilities at the Meadowbrook bus facility. The total contract value, including the change order, is \$3,566,883. Mr. Osborn noted two notices to proceed were previously issued on this work to keep the project moving.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

d. Pre-Procurements:

- Refinish Floors at Meadowbrook Building 3
- Cyber Security Incident Event Management
- Locomotive Truck Frame Overhaul
- On-Route Charging Services

Troy Hamilton, UTA Procurement Manager, was joined by Kevin Anderson, UTA

Director of Maintenance Support; Dan Harmuth, UTA IT Director; Mr. Stockley; and Grey Turner, UTA Manager - Civil Engineering & Design. Mr. Hamilton indicated the agency intends to procure the following goods and/or services:

- Refinish Floors at Meadowbrook Building 3
- Cyber Security Incident Event Management
- Locomotive Truck Frame Overhaul
- On-Route Charging Services

Discussion ensued. Questions on the need to outsource the locomotive truck frame overhaul and coordination with Rocky Mountain Power on the on-route charging service were posed by the board and answered by staff.

9. Discussion Items

a. Technology Assessment

Alisha Garrett, UTA Chief Enterprise Strategy Officer, was joined by Mr. Harmuth. Staff reviewed results of an assessment performed on the authority's technology applications and hardware infrastructure, including key findings, application health matrix, timeline for remediating applications, risks identified, and budgetary considerations.

Discussion ensued. Questions on JD Edwards functionality, customer relationship management systems, system risk management, system signage improvement plans, and new fare system were posed by the board and answered by staff.

10. Other Business

- a. Next Meeting: Wednesday, August 25, 2021 at 9:00 a.m.

11. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Christensen indicated there were matters to discuss in closed session relative to pending or reasonably imminent litigation.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:51 a.m.

The meeting resumed at 10:58 a.m., at which time closed session began.

12. Open Session

12. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and open session resumed at 11:14 a.m.

13. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that the meeting be adjourned. The motion carried by a unanimous vote and meeting adjourned at 11:14 a.m.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/694743.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A

Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting
August 11, 2021

Received on August 10, 2021 from George Chapman:

UTA does not enforce mask mandate. I am vaccinated and wear a mask but everytime I go on a bus, there are riders without masks. Drivers wear masks but refuse to confront riders and force mask wearing. UTA is not following federal guidelines and is unsafe.

Please order bus drivers to require masks before getting on buses. And rail is a complete waste of time.

I used to ride regularly but now I will see once a month if UTA is safe.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Bill Greene, Chief Financial Officer

TITLE:

Agency Report

- **Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update**
- **Peach Days Complimentary Service Request**
- **Rock the Canyon Complimentary Service Request**
- **Free Fare Day Update**

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Bill Greene, Chief Financial Officer will report on recent activities of the agency and other items of interest.

- Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update
- Peach Days Complimentary Service Request
- Rock the Canyon Complimentary Service Request
- Free Fare Day Update



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Paul Drake, Director of Real Estate
Jordan Swain, TOD Project Manager

TITLE:

R2021-08-05 - Resolution Authorizing Execution of a Joint Venture Agreement with Clearfield Station Partners, LLC for the Clearfield Station Transit-Oriented Development

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve the resolution and authorize Executive Director to execute the Joint Venture Agreement

BACKGROUND:

Clearfield Station was selected by the Board of Trustees, as a Transit-Oriented Development Site, in March 2019, after the completion of the Clearfield Connected Station Area Plan. Since that time, UTA has identified and selected Hamilton Partners and Stack Development as its development partners and completed the Clearfield Station Master Development Plan and Agreement (MDP & MDA). UTA and its Development Partners are ready to proceed with the development of individual phases, to which end, the Clearfield Station Joint Venture Agreement (Clearfield JVA) has been prepared.

The Clearfield JVA defines the legal parameters, roles, and responsibilities of UTA and its Development Partners for the duration of the Clearfield Station Transit-Oriented Development (TOD). This agreement will accompany the Clearfield Station Master Development Plan and Agreement, executed by UTA, its Development Partners, and Clearfield City in January 2021

At buildout, the Clearfield Station TOD will include approx. 300,000 to 600,000 square feet of class 'A' office space; 37,500 to 67,500 square feet of commercial retail space; and up to 1,000 residential units. In addition to the land uses, this project will include a variety of improvements to transit-critical infrastructure, such as an addition to the UTA bus loop, drop-off areas, a structured park & ride facility, and transit plaza. General infrastructural improvements include additional street connections and accessibility, dry and wet utilities, and

multiple open spaces.

DISCUSSION:

The Clearfield JVA is a legally binding document between UTA and its Development Partners. It establishes the value of the development property, UTA’s equity contributions, revenue distributions, fees, use of CDA funds, the possibilities of remedy and termination, and various other terms.

The Clearfield JVA will govern the joint venture partnership over 8-10 development phases, including the construction of UTA park & ride facilities and other transit-critical infrastructure.

UTA will dedicate to Clearfield City the right-of-way for streets and open space to facilitate the land uses and densities described in the Master Development Plan.

The terms defined within the agreement have been reviewed by a third-party financial analyst, who has determined they reflect normal trends within the market and believes the agreement to be fair and advantageous to UTA.

ALTERNATIVES:

The execution of a joint venture agreement is essential for UTA to proceed with the development of Clearfield Station TOD.

Adjustments to particular terms may be proposed by the UTA Board of Trustees, for consideration by UTA’s Development Partners. Such adjustments may necessitate an extension to the Exclusive Negotiation Agreement (ENA) set to expire at the end of August 2021.

FISCAL IMPACT:

The land value (\$7.31 per square foot, plus escalations as described within the agreement) has been determined to reflect the fair market value of the property. This value is supported by a third-party appraisal and is consistent with the efforts and negotiations of the parties.

UTA will convey the applicable real property by phase and receive equity in each development entity proportionate to the value of contributed land. Such equity will determine UTA’s ownership stake and the amount of revenue that is distributed to UTA through operating income or disposition of assets.

ATTACHMENTS:

1. Resolution
2. Clearfield Station Joint Venture Agreement

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF A JOINT VENTURE AGREEMENT WITH CLEARFIELD
STATION PARTNERS, LLC FOR THE CLEARFIELD STATION TRANSIT-ORIENTED
DEVELOPMENT**

R2021-08-05

August 25, 2021

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

WHEREAS, under the Act, the Board of Trustees ("Board") of the Authority is charged with approving contracts regarding transit-oriented development; and

WHEREAS, the Board selected Clearfield Station as a Transit-Oriented Development Site, on March 05, 2019, per resolution R2019-03-05; and

WHEREAS, the Authority along with Clearfield Station Partners, LLC have negotiated a Joint Venture Agreement (JVA) for the development of Clearfield Station as a transit-oriented development; and

WHEREAS, the Board of the Authority, in Resolution R2021-01-01, previously approved execution of a Master Development Agreement and Master Development Plan with Clearfield City, STACK Development and Hamilton Partners; and

WHEREAS, the Authority finds that this transit-oriented development will benefit and serve the citizenship of Clearfield City and its neighboring communities by providing increased mobility, economic and social opportunity, and access to critical transportation infrastructure; and

WHEREAS, execution of this JVA by the Authority is critical to continuing the transit-oriented development process and meeting the land use requirements of Clearfield City; and

WHEREAS, the Board of the Authority finds that entering into this JVA is in the Authority's best interests, and in the interests of the public it serves, to continue the transit-oriented development process at the Clearfield Station site.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Joint Venture Agreement between the Authority and Clearfield Station Partners, LLC in substantially the same form as attached as Exhibit A.

R2021-08-05

2. That the Executive Director is authorized to execute the Joint Venture Agreement in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Joint Venture Agreement.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 25th day of August 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

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

EXHIBIT A
(Joint Venture Agreement)

Version 4
Updated August 5, 2021

CLEARFIELD JOINT VENTURE DEVELOPMENT AGREEMENT

This CLEARFIELD JOINT VENTURE DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the _____ day of _____, 2021 (“Effective Date”), by and between CLEARFIELD STATION PARTNERS, LLC, a Utah limited liability company (“Master Developer”), and the UTAH TRANSIT AUTHORITY, a large public transit district for the State of Utah (“UTA”). Master Developer and UTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, UTA is the owner of approximately 56 acres of real property located in Clearfield, Utah, as more particularly described in Exhibit “A” (“Property”); and

WHEREAS, UTA has developed a commuter rail station on a portion of Property (“Clearfield Frontrunner Station”) and desires to improve portions of the property with transit-critical infrastructure, including the station platform, bus loop, parking, transit plaza, and facilities appurtenant to transit activity; and also to jointly develop, design and construct a master-planned, transit oriented development (“Project”) consistent with the Clearfield Station Master Development Agreement and Master Plan, which were previously adopted by the Parties and Clearfield City, attached hereto as Exhibit “B”; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their rights, duties, and obligations relating to the Property and Project;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS.

“Affiliate” means, when used with reference to a specific Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlling”, “controlled by” and “under common control with”), as applied with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any Person without the

Version 4

Updated August 5, 2021

current right to exercise voting rights with respect thereto shall by itself be deemed to constitute control over such Person.

“Bond” means, collectively, the bond issues of the City as described in the Clearfield Station Agreement.

“Bond Proceeds” means the funds generated from the Bond.

“Business Judgment Rule” means that a decision or conduct of Master Developer, a Manager or other specified Person which is made or taken in good faith and does not constitute fraud, willful misconduct or gross negligence, and which is made or taken (i) in good faith; (ii) with the care that an ordinarily prudent person in a like position would exercise under similar circumstances; (iii) in a manner which such Person reasonably believes to be in the best interests of the Project or the applicable Operating Company (as applicable); and (iv) which does not breach such Person's Duty of Loyalty, is in compliance with such rule.

“CDA” means either the Clearfield City Community Development and Renewal Agency, or a community development agency the Parties seek to have the City create at a future date for purposes of providing tax increment reimbursement resulting from the Constructed Improvements on the Property.

“City” means Clearfield City, Davis County, Utah.

“City Master Plan Improvements” means the Master Plan Improvements that are paid for by City from Bond Proceeds or other City funds, as set forth in the Clearfield Station Agreement.

“Claims” means any and all claims, actions, suits, demands, damages, liabilities, obligations, and other losses, including reasonable actual attorneys' fees and court costs arising therefrom or related thereto, including claims arising out of damage to or loss of any property or the death of or bodily injury to any Person.

“Clearfield Front Runner Station” means the commuter rail station owned and operated by UTA and forming a part of the Transit Property.

“Clearfield Station Agreement” means the Clearfield Master Development Agreement and Master Plan approved by the City, attached as Exhibit “B,” and incorporated by reference herein.

“Constructed Improvements” means the residential, commercial, office and retail buildings and other facilities and improvements that a Development Company causes to be installed or constructed on the real property for a specific Phase.

Version 4

Updated August 5, 2021

“Declaration” shall have the meaning set forth in Section II.G of this Agreement.

“Dedicated Property” means that portion of the Property that UTA intends to dedicate to the City to be used as public roadways and access to the Clearfield Frontrunner Station as depicted in Exhibit “D.” As development of Phases proceeds, UTA and Master Developer may agree with the City to enlarge or decrease the amount and location of the Dedicated Property to facilitate development and to comply with requirements of the City.

“Developer Master Plan Improvements” means the Master Plan Improvements that are paid for by Master Developer and which are not reimbursed from or paid by Bond Proceeds.

“Development Company” means each single purpose limited liability company formed by the Parties to develop the improvements and facilities relating to a Phase. UTA, an entity owned or controlled by Master Developer, and any Investors, shall be the members of each Development Company.

“Development Costs” means any and all costs and expenses incurred by or on behalf of Master Developer or the Manager of the applicable Development Company for the planning, zoning, development, construction, improvement, management, and leasing of a particular Phase in accordance with the Development Plan for that Phase, including without limitation, (i) outside consultant expenses; (ii) costs and expenses of a project manager, superintendent, marketing director and staff, provided that if such employee is not exclusively working on the development of that Phase, such costs shall be equitably allocated in the exercise of reasonable business judgment in accordance with the Business Judgment Rule; and (iii) any development costs so-described in an Operating Agreement of a Development Company. Development Costs shall not include costs incurred for general corporate overhead by Master Developer or the applicable Manager, or any member of the applicable Development Company owned or controlled by Master Developer.

“Development Plan” means the plan developed by Master Developer or its Affiliate that is a member of the Development Company for a particular Phase and approved by UTA under the terms of the Operating Agreement for that Phase. The Development Plan shall include a site plan, and shall identify and describe the improvements to be constructed as part of the development of that Phase, including, but not limited to, market analysis, concept designs, architectural drawings, preliminary or final plans and specifications, a Financing Plan that includes projected Development Costs, government approvals, and other matters relating to the proposed Phase. Development Plan shall also include a financing plan that includes, at a minimum, (i) a proforma statement detailing the Development Costs for the Phase, (ii) the amount of financing required to construct the improvements applicable to the Phase, (iii) the amounts invested or capital contributed by

Version 4

Updated August 5, 2021

each Member and the terms under which such investment is made, and (iv) conflict of interest statements from potential investors.

“Development Property” means that portion of the Property that the Parties intend to jointly develop into a TOD (which real property specifically excludes the Dedicated Property and the Transit Property). The Development Property is depicted on Exhibit “D” and is attached to and incorporated in this Agreement by reference.

“Development Property Value” means the value of the Development Property for purposes of determining the value of UTA’s contribution of portions of the Development Property to the respective Development Companies under this Agreement and the respective Operating Agreements applicable thereto, which value the Parties hereby agree is \$7.31 per square foot of Development Property. Development Property Value shall automatically appreciate for all portions of the Development Property that have not been contributed to a Development Company at a predetermined rate of ten percent (10%) every five years from January 01, 2022, as follows:

- a. Initial Value on Effective Date: \$7.31 per square foot
- b. On and after January 01, 2027: \$8.04 per square foot
- c. On and after January 01, 2032: \$8.84 per square foot
- d. On and after January 01, 2037: \$9.72 per square foot
- e. and so forth, until such time as Project is complete.

“Duty of Loyalty” means that a decision or action made by the Master Developer, a Manager or other specified Person must be made in a manner which puts the interest of the Project or a particular Phase (as applicable), ahead of the interests of the Person making such decision or taking such action.

“Final Site Plan” means the final site plan for each Phase submitted by the Master Developer or the applicable Development Company and approved by the City pursuant to the Clearfield Station Agreement. Each Final Site Plan shall: (i) depict final location and configuration of structures, roads, walkways, utilities, landscaping and other improvements in that Phase; and (b) include final development data including residential density, square footages for each use, parking stall counts for each use, and any other data pertinent to that Phase.

“FTA” means the Federal Transit Administration.

“Investor” means any third-party investor that is an initial or subsequently admitted member of a Development Company. As set forth in more detail in each Development Company’s Operating Agreement, the admittance of any Investor is subject to UTA approval to avoid conflicts of interest. Each Investor shall be admitted as a member of a Development Company only upon satisfaction of the applicable conditions to member admission set forth in such Development Company’s Operating Agreement.

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“Major Capital Event” for any Phase means any borrowing or financing secured by the real property owned by the applicable Development Company, or any sale of all or a portion of the real estate or other Development Company assets (except dispositions of personal property and equipment in the ordinary course of business), or the proceeds from any insured casualty loss, condemnation or other involuntary conversion (including, without limitation, losses covered by title insurance).

“Manager” means, for any Development Company, Master Developer, a separate, single purpose limited liability company that may be formed by Master Developer, or another individual or entity identified in the applicable Operating Agreement that is appointed under the terms of the Operating Agreement to act as the manager of the Development Company.

“Master Plan Improvements” means the infrastructure and other improvements (both on-site and off-site), including, but not limited to, utility lines, roadways, sidewalks, common areas, and landscaping, that are to be installed on the Property for the benefit of the entire Project.

“Operating Agreement” means the operating agreement among UTA, Master Developer or its Affiliate and any Investor relating to the formation and governance of a Development Company.

“Phase” means each of the currently contemplated development and construction phases for the Project. The term “Phase” shall not have the same meaning as defined in the Clearfield Station Agreement. A Phase as it pertains to this Agreement shall be defined as (a) any one of the contemplated office buildings, (b) any of the contemplated retail buildings, (c) any one of the contemplated apartment projects, (d) any of the buildings in Townhouse Village, as such contemplated Phase may be reduced or eliminated due to parking requirements for the office Phases, (e) the residential row house building, as such contemplated Phase may be reduced or eliminated due to parking requirements for the office Phases, and (f) any one of the contemplated parking structures.. Multiple Phases may be under construction individually or simultaneously.

“Project” means the TOD to be developed by the Parties on the Property, and all related improvements, both on-site and off-site, including, but not limited to, public roadways, parking and other common areas, residential, retail and commercial improvements, landscaping, and other facilities and improvements related to the use and enjoyment of the TOD on the Property.

“Property” means the real property consisting of approximately 56 acres located in the City currently owned by UTA and which is generally situated between State Street and UTA's Frontrunner commuter rail corridor, and approximately between 1100 South and 1450 South, as such real property is more fully described in Exhibit “A.”

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“Statutory Contribution” means the Master Developer's capital contribution to the Development Company for each Phase, which capital contribution must be in an amount not less than twenty-five percent (25%) of the Development Property Value of the Development Property contributed by UTA to such Development Company for such Phase, as required by Utah Code §17B-2a-804(2)(b).

“Substantial Completion” means the point at which a Phase or the City Master Plan Improvements, as applicable, is/are sufficiently complete to be used for its/their intended purpose, but does not require occupancy.

“TOD” means a transit-oriented development consistent with the terms of the Utah Public Transit District Act.

“Transit Critical Infrastructure” means infrastructure that supports and satisfies the necessary and sufficient conditions for operations to occur at a transit station, such as the station platform, bus loop, drop-off areas, parking, transit plaza, and facilities appurtenant to transit activity.

“Transit Property” means that portion of the Property that UTA shall use for its Clearfield Frontrunner Station, as approximately depicted in Exhibit “D.”

“Transportation Demand Management Strategies” means supporting modes of transportation other than single-occupancy vehicles to access UTA’s transit infrastructure and services in order to reduce demand for park & ride infrastructure while also increasing ridership.

II. DEVELOPMENT OF PROJECT.

A. Implementation of Plans.

As contemplated in the Clearfield Station Agreement, the Project shall be developed in accordance with: the Utah Public Transit District Act, UTA TOD Design Guidelines, UTA TOD Policies & Procedures, and the Clearfield Connected Station Area Plan.

B. Objectives.

The Parties seek to accomplish and implement the objectives of the Clearfield Station Agreement in order to:

1. Increase and enhance the experience of ridership on the UTA transit network;

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2. Contribute to healthy and equitable community and economic development within the City specifically and along the Wasatch Front generally.

3. Optimize long-term revenues associated with the development of the Project;

4. Comply with all federal, state and local laws that are applicable to the Project.

C. Development Company.

The Parties shall form a separate Development Company for each Phase of the Project.

1. Each Development Company may be managed by a separate entity created by the Master Developer.

2. Master Developer's rights and obligations accruing under this Agreement shall be assigned to and assumed by either the Development Company or its Manager in an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit "C," executed concurrently with mutual approval of the Parties' Financing Plan.

3. The Parties' relative capital contributions and percentage of ownership interests in each Development Company shall be reflected in the Operating Agreement for that Development Company.

D. Phasing.

Development of the Project shall occur in Phases as determined by the mutual agreement of the Parties.

1. It is anticipated that the City shall install horizontal improvements on the Property as contemplated under the Clearfield Station Agreement, and thereafter each Development Company will construct vertical improvements on the applicable Development Property as market conditions afford and as required under the Clearfield Station Agreement.

2. The decision to proceed with each new Phase shall be subject to approval of the UTA Board of Trustees, which approval shall not be unreasonably withheld, delayed, or conditioned.

E. Ownership of Property.

At various stages during the Project until build-out, the Property shall be divided into three parts, as depicted on the attached Exhibit "D": (1) the Transit Property, which shall remain

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in UTA's ownership and control, (2) the Dedicated Property, which shall be conveyed to the City; and (3) the Development Property, which shall be conveyed in portions from time to time to each respective Development Company in conjunction with each Phase.

The Parties agree that the Property shall be owned, occupied, developed, improved and used subject to the following terms and conditions:

1. Transit Property. UTA shall retain title to, and ownership of, the Transit Property. The development, improvement, possession, use and control of the Transit Property are reserved to UTA. The Parties agree that the Transit Property will be subject to encumbrances, such as covenants, conditions, restrictions, access or easement agreements, licenses and other instruments that impact the Transit Property, but not monetary liens or financing encumbrances, so long as such covenants, conditions, restrictions, access or easement agreements, licenses and other instruments are:

(i) reasonably acceptable to UTA and Master Developer;

(ii) reasonable and necessary for the development of the Development Property consistent with the objectives set forth in this Agreement; and

(iii) consistent with any applicable FTA requirements and not violative of any law, rule, regulation, condition or requirement applicable to UTA's development, improvement, occupancy and use of the Transit Property as transit-critical property (including the terms, conditions and restrictions accompanying or applicable to any grant monies or other funds used for the said transit-critical purposes) and the requirements of this Agreement.

2. Dedicated Property. The Dedicated Property shall be dedicated to the City for public use as provided for in the Clearfield Station Agreement.

3. Development Property. The Development Property shall be conveyed to the Development Company for each respective Phase.

4. Except as otherwise provided herein, the estate, rights and interests of UTA in the Property may not and shall not be subjected to any mortgage, lien, or otherwise subordinated to or encumbered by any interest that is superior in right or priority to the estate, rights or interests of UTA therein.

5. In no event shall UTA, in connection with the conveyance of any portion of the Property, be obligated to modify, change, amend, waive or otherwise release any covenants, conditions, restrictions, or equitable servitudes applicable to the Property that act as a benefit for the Transit Property.

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6. Remediation of environmental conditions, if any, shall be undertaken by the Development Company, the cost for which will be deducted from the contribution value UTA receives for its conveyance of Development Property, up to the full contribution value of such Development Property for the respective Phase. In the event that remediation costs exceed UTA's full contribution value of the Development Property for the respective Phase, the Development Company shall be responsible for the excess costs.

F. Conditions Precedent to Commencement of Work.

1. First Phase. Prior to commencing construction on the first Phase of the Project, all of the following conditions precedent must be satisfied or waived by the Parties:

(i) The Declaration shall have been approved by the Parties and recorded against the Property;

(ii) The City will have bonded for horizontal improvements; and

(iii) Master Developer shall have prepared and received all necessary approvals and permits, including, at a minimum, approval of the proposed plans and specifications applicable to the Master Plan Improvements from the City and the UTA Board of Trustees, a budget for the Master Plan Improvements detailing the projected Development Costs for the Master Plan Improvements, and a preliminary schedule for the installation of the Master Plan Improvements.

2. All Phases. Prior to commencing construction on any Phase of the Project, including the first Phase, all of the following conditions precedent must be satisfied or waived by the Parties:

(i) The Parties shall have formed a Development Company to be the developer and owner of the Phase;

(ii) The members of the applicable Development Company shall have approved a Development Plan for the Phase, which Development Plan must include a financing plan and projected Development Costs associated with that Phase, in a form and content reasonably acceptable to such members under the terms of the applicable Operating Agreement.

(iii) Master Developer shall have prepared and received all necessary approvals and permits, including, at a minimum, approval of the plans and specifications applicable to such Phase from the City and the UTA Board of Trustees;

(iv) The Development Company shall be in a position to fund construction costs, either through equity contributions to the Development Company and/or from

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proceeds of a construction loan in which the Development Company is the borrower and to be secured by the real property to be contributed to the Development Company for that Phase;

(a) In the event the Development Company desires to commence work prior to the closing of the construction loan, Master Developer and UTA must be reasonably satisfied that construction financing can be obtained by the Development Company on terms reasonably acceptable to the Parties, title insurance can be obtained insuring over any mechanic's liens that might be recorded against the subject real property, and conditions warrant the commencement of work prior to the closing of the construction loan; and

(v) UTA must be in position to record a deed conveying title to the real property for the Phase to the Development Company, provided that UTA shall use its best efforts to put itself in a position to do so. UTA shall convey fee simple title to such real property by special warranty deed on an AS-IS basis with respect to the physical condition of the applicable portion of the Development Property. Such conveyance of each portion of the Development Property shall be made by UTA pursuant to the terms of the applicable Operating Agreement (and not prior to the full execution of such Operating Agreement), but in no event later than the applicable Development Company's closing of construction financing for the Constructed Improvements applicable to such Phase. If requested by Master Developer, the Development Company shall obtain, at its sole cost and expense, a standard ALTA Owner's Policy of Title Insurance with respect to the property being conveyed to the Development Company.

G. Declarations, Covenants, Conditions and Restrictions.

Master Developer acknowledges that as a condition of development of the Property and to transfer the Development Property to a Development Company, UTA will record a Declaration of Covenants, Conditions, Restrictions, and Easements (the "Declaration") as an encumbrance against the Property, substantially in the form attached hereto as Exhibit "F." Master Developer agrees to accept the Declaration as an encumbrance on the Property and to comply with and be bound by the terms, covenants and conditions of the Declaration. Furthermore, Master Developer agrees to require any parties taking title to the Development Property, or any portion thereof, or any assignees of this Agreement to comply with and be bound by the terms, covenants and conditions of the Declaration as an encumbrance on the Property.

H. Transportation Demand Management Strategies.

With regard to any residential Phase or office Phase developed as part of the Project, Master Developer, at no additional cost to such Phase, agrees that it shall require the owner or manager of such Phase to offer a UTA transit pass discount program that affords all residential tenants or office tenants with a transit pass at a discounted rate, as determined by UTA.

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III. DUTIES OF THE PARTIES.

A. Duties of Master Developer.

1. Master Developer shall undertake the development of Project consistent with the plans and objectives enumerated in Section II. Master Developer shall undertake the financing, construction and development of the Project, and each Phase thereof, in a manner that enhances the use of transit and that does not impair or impose any barrier to the use of or access to transit (except as temporarily necessary due to construction activities).

2. Master Developer shall create a Development Plan for each Phase of the Project, which shall be consistent with the plans and objectives enumerated in Section II. All Development Plans must be approved by UTA prior to submission to the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

3. In preparation of and in conjunction with each Development Plan, Master Developer shall provide UTA with back-up documentation relating to the proposed Phase, including architectural and design materials, market research, feasibility analysis, preliminary operating pro formas, preliminary construction pro formas, and project appraisals.

4. Master Developer shall work with UTA in good faith to evaluate density, design and land use restrictions relating to the applicable Phase, and to prepare preliminary plats, conceptual designs and other written material as needed to present to the City for preliminary plat approval. In that regard, each Development Plan must be consistent with the UTA TOD Design Guidelines (unless otherwise agreed) and the Clearfield Station Agreement.

5. Master Developer shall work in good faith with the UTA Design Review Committee to submit a Final Site Plan for each Phase that is acceptable to UTA's Board of Trustees. Any material revisions to a Final Site Plan that has been approved by UTA shall be resubmitted to UTA for review and approval prior to commencement of construction for that Phase. Master Developer shall be responsible for securing the issuance of necessary building permits and satisfying any bonding requirements of the City with respect to the Constructed Improvements to be constructed as part of each Phase.

6. Master Developer will not apply for any zoning change, amendment to the Master Development Plan, or present any site plan or design plan to the City without the prior approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

7. Subject to Master Developer's rights set forth in this Agreement and in the Clearfield Station Agreement, Master Developer, at its own cost and expense, shall design, install, and pay for the construction of all Developer Master Plan Improvements. Master Developer shall propose which of the Developer Master Plan Improvements are to be installed with each Phase, and UTA's consent shall be required in connection with the installation of any

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Developer Master Plan Improvements, which consent shall not be unreasonably withheld, conditioned or delayed. Costs incurred by Master Developer and not reimbursed to Master Developer by City or from Bond Proceeds shall be credited towards Master Developer's initial capital account and its required Statutory Contribution for the applicable Phase.

Notwithstanding any provision herein, Master Developer shall not receive credit under this Agreement towards Master Developer's Statutory Contribution for any Development Costs reimbursed to Master Developer by City or from Bond Proceeds.

8. Master Developer shall maintain, and shall cause each Development Company to maintain, for at least three (3) years following the end of the period to which they pertain, a complete and accurate set of records of all material reports generated with respect to the design and installation of the Project Improvements for each Phase; and all costs, supporting invoices, agreements with third-party vendors, suppliers and service providers, and accounting records related thereto. UTA shall have the right to inspect, copy and audit such records at any time during normal business hours upon reasonable notice to Master Developer. Any copy of the audit shall be delivered to Master Developer upon the audit's completion.

9. Master Developer (or its affiliate) shall require any Development Company or its contractors working on Transit Property to comply with the quality and safety requirements contained in the following:

(i) UTA's Quality Control & Safety Standards; and

(ii) UTA's Construction Safety & Security Program Manual.

B. Duties of UTA.

1. UTA agrees to reasonably cooperate with Master Developer with respect to Master Developer's development of the Project. Such cooperation shall include, without limitation, good faith efforts to minimize any material adverse impact to a Development Plan (such as a material increase in Development Costs) as a consequence of the actions of UTA with respect to the Transit Property.

2. UTA agrees to give Master Developer notice prior to commencing any work of development, construction or improvement on the Transit Property. UTA agrees that the Transit Property shall be used to support its transit operations and shall not be developed in a manner that competes with the development.

3. With the exception of the Frontrunner platform or other development areas subject to federal regulatory mandates, the final development plan of UTA for the Transit Property (and any material changes thereto) shall be subject to the written approval of Master Developer prior to the commencement of work. Any such approval of Master Developer shall not be unreasonably withheld, conditioned or delayed.

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C. Mutual Duties.

1. The Parties acknowledge the importance of cooperation and joint efforts to effect the development of the Property as set forth in this Agreement. The Parties agree to use their reasonable efforts to develop the Property as described in this Agreement and to act reasonably and in good faith, both with respect to the planning and development of the Phases, and the leasing or sale of Constructed Improvements in such Phases.

2. The Parties agree that they will each act expeditiously and with good faith to resolve any dispute relating to the covenants of UTA and Master Developer under this Agreement.

IV. COMPENSATION

A. Fees.

For each of the Phases of the Project, the applicable Development Company shall pay compensation for services as negotiated in the respective Operating Agreement for each Phase. All fees shall be market reasonable and consistent with industry standards. For any Phase, the following represent the maximum allowable fees:

1. Development Fee. A development fee to either Master Developer or to the Manager of the applicable Development Company, not to exceed five percent (5.0%) of the Development Costs for that Phase, determined and payable in accordance with the terms of the Operating Agreement for that Phase, plus a fee not to exceed five percent (5.0%) of the costs of construction of all City Master Plan Improvements that are managed by Master Developer or any Development Company and for which Master Developer or such Development Company does not receive a separate fee from the City for performing such management services. The Development Company shall not be required to pay more than one development fee for any Phase.

2. Property Management Fee. In the event the Master Developer or an Affiliate of the Master Developer manages the Constructed Improvements in the Phase, and subject to the negotiation and execution of a management agreement approved by UTA, which approval shall not be unreasonably withheld, delayed, or conditioned, the Master Developer (or such Affiliate) shall be entitled to a property management fee not to exceed three and one-half percent (3.5%) of the gross revenues generated from such Phase, excluding net proceeds of a Major Capital Event. The property management fee shall be payable monthly beginning with the first month after lease revenues from space in the Constructed Improvements for such Phase become available.

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3. Asset Management Fee. Alternatively, in the event the Constructed Improvements in the Phase are managed by a third-party property manager, an asset management fee not to exceed one and one-half percent (1.5%) of the gross revenues generated from such Phase shall be paid to the Master Developer; provided the total asset management fees payable to the Master Developer and the third-party manager shall not exceed a total of three and one-half percent (3.5%) of the gross revenues generated from such Phase, excluding net proceeds of a Major Capital Event.

4. Leasing Commission. When Master Developer acts as the leasing agent, a leasing commission in the amount not to exceed six percent (6.0%) on any commercial leases in such Phase shall be paid to Master Developer, unless otherwise agreed to by the Parties. Up to one-half (i.e., customary three percent (3.0%)) of such commission payable to the Master Developer shall be paid to the tenant's agent.

5. Property Disposition Fee. Master Developer may be paid a property disposition fee upon the sale of any Phase or portion thereof to a bona fide third-party purchase up to a flat fee of fifty thousand dollars (\$50,000.00), which shall be payable to Master Developer upon the completion of the closing of such sale from the proceeds thereof.

B. Promote.

Master Developer or its Affiliate that is a Member of a Development Company may be entitled to a "Promote" on each Phase or portions of a Phase if the Constructed Improvements for the Phase meet certain net cash flow thresholds (as "net cash flow" or any similar term is defined in the Operating Agreement for that Phase). An example of a promote is set forth on Exhibit "G" attached to and incorporated by reference in this Agreement. The specific terms applicable to any Promote shall be set forth in the Operating Agreement. In the event of any conflict between the terms of an Operating Agreement and the terms of this Agreement related to a Promote, the Operating Agreement shall control. The eligibility of Master Developer or its Affiliate to receive a Promote shall be negotiated prior to the conveyance of title to the real property for the Phase by UTA to the applicable Development Company and shall be further negotiated and provided for in the Operating Agreement for that Development Company.

C. Equity Allocation and Returns to the Parties.

The equity allocation and returns to the Parties shall be negotiated prior to the conveyance of title to the Development Property for the Phase by UTA to the applicable Development Company and shall be further provided for in the Operating Agreement for that Development Company. An example of such is included in Exhibit "G."

1. The value of UTA's capital contribution to each Development Company shall be equal to the Development Property Value of that portion of the Development Property that is conveyed by UTA to such Development Company.

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2. The amount of Master Developer's Statutory Contribution to each Development Company shall be not less than twenty-five percent (25%) of the value of UTA's capital contribution to such Development Company.

3. The value of each Investor's capital contribution, including without limitation all capital contributions to be made by Investors that are affiliated with Master Developer, shall be the amount of cash to be contributed by such Investor.

4. If, prior to Substantial Completion of the Phase to be constructed by a particular Development Company, Master Developer determines that such Development Company requires additional capital contributions ("Priority Capital"), UTA shall not be required to participate in the terms and conditions of such Priority Capital, and such Priority Capital shall not impair, dilute or diminish the amount of distributions to be received by UTA with respect to its equity ownership interest in Development Company. If Priority Capital is raised by a Development Company after Substantial Completion of the Phase constructed by such Development Company, UTA's contribution shall be in the form of Priority Capital credited by Development Company to UTA, which amount shall accrue interest at a rate to be negotiated in the Operating Agreement for such Phase. UTA's Priority Capital shall be returned to such Development Company from UTA's distributions that would otherwise have been made to UTA by such Development Company or any other Development Company with respect to any Phase of the Project. Under no condition shall UTA's equity ownership be diminished or diluted by Priority Capital contributions, unless (and then only to the extent) otherwise specifically provided in the applicable Operating Agreement.

5. In the event of any conflict between the terms of an Operating Agreement and the terms of this Agreement related to the distribution of net cash flow from a Development Company, the Operating Agreement shall control.

D. CDA Funds.

1. Subject to the terms of the Clearfield Station Agreement, the City currently has a CDA established to provide tax-increment to the Project and to service the debt payment for the Bond. It is possible another CDA will be formed at some time in the future. In such case, the Parties agree to work in good faith with the City to establish a CDA to provide reimbursement for Master Plan Improvements that are not funded from the Bond. All CDA funds or proceeds must benefit the development on the Property and the offsite improvements described in the Clearfield Station Agreement.

(i) First, CDA funds will go toward debt service of the Bond.

(ii) Second, any excess CDA funds that are paid over to Project shall then be allocated toward UTA's dedicated stalls in the structured parking facilities for use by UTA's

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patrons. Notwithstanding any other provision herein, the parking counts shall correspond with those identified in the park and ride plan (as described in the MDP) and all of UTA's stalls shall be funded by the CDA.

(iii) Third, once UTA's dedicated parking stalls in the structured parking facilities have been fully financed as contemplated in the Clearfield Station Agreement, remaining funds shall go to the Master Developer or its Affiliate for actual costs of Master Plan Improvements that are not reimbursed by the Bond.

(iv) Master Developer shall transfer for credit to the applicable Development Company or Development Companies all CDA proceeds to be credited under the terms of this subsection within ten (10) business days after receipt of the same by Master Developer.

(vi) Neither Party shall be required to transfer or assign its interest in the CDA proceeds to an Investor or to a purchaser of all or a portion of the Property.

2. Grant Funds. In the event any grant funds are awarded for the Project for transportation purposes, such grant funds shall be devoted to the funding of transit infrastructure, as determined by UTA. Any other grant funds that are awarded for the Project shall be used as determined by the mutual agreement of the Parties.

3. Commissions and Attorney Fees. Except as otherwise expressly stated herein, UTA and Master Developer represent and warrant to the other that it has not incurred any obligation to pay any commissions, finder's fees or similar compensation relating to the Property. UTA and Master Developer each will hold the other harmless from any claims for fees or commissions from any broker or finder with whom the indemnifying Party has consulted or negotiated with regard to the Property. Both Parties shall pay their own respective attorney fees for the negotiation and drafting of this Agreement, and any subsequent agreement negotiated between the Parties during the Phases.

E. Sale of Land

UTA shall not sell any portion of the Property or enter into any agreement to sell any portion of the Property without Master Developer's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Without limiting the requirement of the immediately preceding sentence, in the event UTA does sell a portion of Property (for example, to an anchor tenant), such sale proceeds shall be paid to UTA subject to the following terms:

1. Reasonable out-of-pocket expenses paid to third parties and incurred by Master Developer and UTA directly connected to the sale of such portion of the Property shall be reimbursed to the applicable Party.

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2. Master Developer shall be entitled to a six percent (6.0%) broker's commission in cases where Master Developer or its affiliate has brokered the transaction.
3. In addition to any applicable broker's commission, Master Developer shall be entitled to receive a distribution from the net sale proceeds in the amount of ten percent (10%) of the sales price of such portion of the Property.
4. The remaining sales proceeds shall be paid over to UTA, who shall deposit the proceeds into an escrow account under UTA's control. Subject to subpart 4(b) of this Section, the funds deposited into escrow shall be dedicated to and applied toward the Project (for example, to pay for UTA's proportionate share of Priority Capital or for the construction of and improvements to Transit Critical Infrastructure).
 - a. UTA shall receive a proportionate equity contribution amount in a Development Company for all funds UTA applies from the escrow account to or for the benefit of Project.
 - b. Funds in UTA's escrow account may be disbursed at UTA's discretion upon the occurrence of the any of the following:
 - i. Termination of this Agreement;
 - ii. Substantial Completion of Project; or
 - iii. Seven years from the date the funds were deposited into the account.

V. INSURANCE

A. Master Developer shall ensure that, at all times, each Development Company, at its sole cost and expense, obtains and maintains in full force and effect for all periods during which the Development Company is performing any construction activities on the Development Property for the Phase being developed (and the Transit Property for any work performed by the Development Company on the Transit Property), the following insurance coverages:

1. Comprehensive commercial general liability insurance with a minimum two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) in the aggregate. Exclusions for railroads (except where the construction is in all aspects more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.

(i) 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 Development Company]";

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2. Builder's Risk Policy during all periods of construction and on the materials used in the construction;
3. Umbrella Liability insurance policy with a minimum of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate;
4. Commercial Automobile Liability insurance with a minimum of one million dollars (\$1,000,000) combined single limit per incident and Personal Injury Protection (PIP) in the amount of five hundred thousand dollars (\$500,000), if the applicable Development Company owns any vehicles; and
5. Worker's Compensation Policy in the statutory amount, if required by law to be carried by the applicable Development Company.

B. Master Developer, or the applicable Development Company, shall maintain in full force and effect upon all Constructed Improvements on the Development Property (and on the Transit Property if any part of the Transit Property is used by the Development Company), exclusive of any obligation to maintain the insurance policies required under 5(A) above, the following insurance coverages for:

1. Premises Liability Policy endorsement with a minimum two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) in the aggregate. Exclusions for railroads (except where the Property is in all aspects more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.

C. The following general requirements shall apply to all insurance coverage required herein:

1. Such policies shall be with reputable insurance companies, licensed to do business in the state of Utah, and shall name UTA as an additional insured;

2. The Development Company shall provide UTA with policies or certificates of insurance evidencing such coverage; and

3. Each policy must contain a waiver of subrogation against Master Developer, UTA, and each Development Company, and their respective affiliates.

4. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this agreement. UTA does not warrant that the minimum limits contained herein are sufficient to protect against all liabilities that might arise

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out of the activities encompassed by this Agreement. Master Developer is free to purchase additional insurance as may be determined necessary.

VI. DISPUTE RESOLUTION

A. Default.

The occurrence of any of the following events, if continued beyond any applicable cure period, shall constitute an Event of Default under this Agreement:

1. Master Developer. The following Events of Default relate to Master Developer and its Affiliates:

i. If all or substantially all of the material assets of Master Developer, any Development Company, or any Manager are acquired by, assigned to, merged into, sold to, or otherwise transferred to or disposed of to one or more third-parties, including any successor or assign of Master Developer, without the prior written consent of UTA, which consent shall not be unreasonably withheld, conditioned or delayed.

ii. If Master Developer, any Development Company, or any Manager has ceased all or substantially all relevant business operations, files a petition for bankruptcy, been adjudicated bankrupt, becomes insolvent, makes an assignment or similar arrangement for the benefit of creditors, or a receiver is appointed for itself or its business.

iii. If Master Developer defaults in its performance or observance of any material term, covenant, or condition of this Agreement.

iv. If UTA discovers a material irregularity in the manner in which Master Developer, any Development Company or any Manager has conducted business for the development of the Project or any Phase, as demonstrated by an audit conducted by UTA under this Agreement.

2. UTA. The following Events of Default relate to UTA:

i. If all or substantially all of the material assets of UTA are acquired by, assigned to, merged into, sold to, or otherwise transferred to or disposed of to one or more third-parties, including any successor or assign of UTA, without the prior written consent of Master Developer, which consent shall not be unreasonably withheld, conditioned or delayed.

ii. If UTA has ceased all or substantially all relevant business operations, files a petition for bankruptcy, been adjudicated bankrupt, becomes insolvent, makes

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an assignment or similar arrangement for the benefit of creditors, or a receiver is appointed for itself or its business.

iii. If UTA defaults in its performance or observance of any material term, covenant, or condition of this Agreement.

B. Notice of Default; Cure Rights.

1. If any Event of Default occurs, the Party claiming the default shall give written notice thereof to the other Party, which notice shall specify the nature of the Event of Default and the specific manner in which the Event of Default can be remedied, if it is capable of being remedied.

2. If any Event of Default occurs that can be cured, the defaulting Party shall have a period of sixty (60) days from the receipt of such notice of the default to cure the Event of Default.

i. Notwithstanding the foregoing, if the nature of the default is such that more than sixty (60) days is reasonably required for its cure, then the defaulting Party shall not be deemed to be in default if the defaulting Party commences such cure within the initial sixty (60) day period and thereafter diligently prosecutes such cure to completion.

3. During said initial sixty (60) day cure period, the Parties shall confer and use their good faith efforts to resolve the Event of Default. Unless otherwise agreed by the Parties, any cure must be accomplished within one hundred twenty (120) days after the notice of default is first given.

C. Remedies.

If an Event of Default occurs and continues beyond any applicable cure period, the non-defaulting Party shall have the following remedies:

1. Termination. The non-defaulting Party, at its option and in its sole discretion, may terminate this Agreement by giving written notice of termination of this Agreement to the defaulting Party.

2. Court. The non-defaulting Party may seek redress from a court of law, including seeking all remedies available to the non-defaulting Party for breach of contract, including, but not limited to damages at law in an amount to be determined by the court, and equitable remedies, including but not limited to, injunctive relief; provided, damages in the form of lost profits or consequential damages shall not be awarded.

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D. Termination.

1. Master Developer. Master Developer, in its sole discretion, may terminate this Agreement prior to the expiration of the term of this Agreement only as provided in this Section.

i. Master Developer may provide written notice of termination in the event Master Developer determines that it cannot obtain approvals or entitlements to develop the Property or any Phase of the Property, or in the event the City does not Bond for Master Plan Improvements; or

ii. In the event of UTA's default.

2. UTA. UTA, in its sole discretion, may terminate this Agreement prior to the expiration of the term of this Agreement only as provided in this Section:

i. In the event of Master Developer's default; or

ii. Due to lack of Project development or construction activities, as defined as:

(a) If the initial Phase has not begun construction within three (3) years from Substantial Completion of City Master Plan Improvements, ; or

(b) Three (3) or more years have elapsed from the date of Substantial Completion of a Phase and construction has not commenced on a subsequent Phase.

3. As necessary to give effect to this Agreement and to complete any Phase approved by the Parties and the City and for which construction has begun, the Parties shall work together cooperatively to complete such Phase or Phases and to sell or lease the Constructed Improvements thereon.

4. Due Diligence Materials. In the event the Parties do not consummate the transactions contemplated hereby, then Master Developer agrees to:

i. Return all materials provided by UTA regarding the Property, including but not limited to appraisal reports, environmental and technical reports, market research, traffic analysis and any other studies or materials so provided; and

ii. Provide to UTA copies of all materials generated by Master Developer in seeking entitlement of the Property, including but not limited to, environmental, engineering, geological, water and technical reports, appraisals, market research and studies,

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drawings, plans, and applications (partial or complete), provided that UTA reimburses Master Developer for the copy costs of such reports and other materials.

iii. Provided that UTA has reimbursed Master Developer for the copy costs of such materials, UTA shall be entitled to all materials specific to Property that were generated in contemplation of this Project, and to use the same without approval of Master Developer or its consultants.

5. The remedies provided for herein shall survive termination of this Agreement.

VI. MISCELLANEOUS

A. **Mutual Indemnification.** Upon the contribution of any portion of the Development Property by UTA to a Development Company, and subject to UTA's governmental immunity, which UTA does not waive:

1. Master Developer and each Development Company shall indemnify, defend and hold harmless UTA, its officers, board members, employees, contractors and agents from and against any and all Claims brought against UTA resulting from the conduct of Master Developer, the Development Company, or their respective employees, contractors and agents, but only to the extent such Claims are not caused by the gross negligence or intentional misconduct of UTA in the performance of this Agreement or any Operating Agreement executed pursuant to this Agreement.

2. UTA shall indemnify, defend and hold harmless Master Developer, its members, managers, officers, employees, contractors and agents from and against any and all Claims brought against Master Developer resulting from the conduct of UTA, its employees, contractors and agents, but only to the extent such Claims are not caused by the gross negligence or intentional misconduct of Master Developer or any Development Company in the performance of this Agreement or any Operating Agreement executed pursuant to this Agreement.

3. It is expressly agreed between the Parties that UTA's obligation to indemnify is limited to the dollar amounts set forth in the Utah Governmental Immunity Act, Section 63G-7-101 et seq. of the Utah Code (as amended), and is further limited only to claims that arise from negligent acts or omissions, and that UTA does not waive any defenses otherwise available under the Utah Governmental Immunity Act, which immunity and damage caps are expressly preserved and retained by UTA.

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B. Force Majeure.

If any Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by reason of a Force Majeure Event, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. "Force Majeure Event" means (i) damage or destruction by fire or other casualty; (ii) lightning, tornadoes, hurricanes, earthquakes, floods, or other acts of God (including extended periods of precipitation or severe weather beyond those normally experienced in Clearfield, Utah) and delays arising out of a "pandemic" or similar type event (including, without limitation, subsequent occurrences of the COVID-19 pandemic) for which a national or local emergency has been declared, (iii) a strike, lockout, work stoppage, or failure of utility services that is not specific to the Project; (iv) war, strikes, riots, or other civil insurrection or similar civil disturbance; (v) governmental actions that a prudent developer could not reasonably anticipate; (vi) unanticipated subsurface site conditions; and (vii) shortages or unavailability of materials or labor and not foreseeable by either Party at the applicable time; provided that, in each case, the Party claiming a Force Majeure Event notifies the other Party within ten (10) days after learning of such Force Majeure Event. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

C. Notices.

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be given by: (a) personal service, (b) U.S. Mail, or (c) nationally recognized express delivery service addressed as set forth below, as amended:

1. To UTA:

Utah Transit Authority
Attn: TOD Manager
669 West 200 South
Salt Lake City, Utah 84101

With a copy to:

Utah Transit Authority
Attn: Legal Dept. for Real Property
669 West 200 South
Salt Lake City, Utah 84101

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2. To Master Developer:

Name

Address

D. Term.

Unless extended by the Parties in writing, this Agreement shall terminate on the earlier of: (a) twenty-five (25) years following the date hereof; or (b) on the date of issuance of the final certificate of occupancy for the last Constructed Improvements in the final Phase of the Project. Notwithstanding the expiration of the term of this Agreement, the Parties shall continue to be bound by the terms hereof to the extent such terms contemplate performance after the expiration or earlier termination of this Agreement, or are otherwise necessary to give full effect to the intent of the Parties as described in this Agreement.

E. Assignment.

This Agreement may not be assigned or transferred, in whole or in part, whether by operation of law or otherwise, without the express written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Master Developer is hereby authorized to assign rights and obligations contained in this Agreement to one or more Development Companies, provided that each Development Company assumes the obligations of Master Developer under this Agreement with respect to the portion of the Development Property to be contributed to the Development Company. Each such assignment and assumption shall be substantially in the form attached to and incorporated in this Agreement as Exhibit "C". Any assignment without the consent required by this Section shall be void. Notwithstanding anything in this Agreement to the contrary, Master Developer shall remain obligated under the terms of this Agreement with respect to each Phase developed by the Parties until the later of: (a) the expiration of the term of this Agreement; or (b) if this Agreement is earlier terminated, the date of issuance of the final certificate of occupancy for the last of the Constructed Improvements in any Phase under construction when the notice of termination is given.

F. General Terms.

1. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to the obligations and reimbursements described herein and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to such matters.

2. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.

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3. Amendment. This Agreement may be amended only in a writing signed by the Parties hereto.

4. Costs of Enforcement; Governing Law. In the event of any default of the obligations and duties set forth herein, the non-defaulting Party shall be entitled to all costs and fees incurred to enforce the same, including reasonable attorneys' fees. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah.

5. Approval by Board of Trustees. Master Developer understands that this Agreement is subject to the approval of the UTA Board of Trustees.

6. Confidential Records. Master Developer acknowledges that UTA, as a political subdivision of the State of Utah, is subject to the provisions of the Government Records Access and Management Act, Utah Code §63G-2-101 et seq. ("GRAMA"), which defines the records of UTA that are subject to disclosure to a requester of such records. If Master Developer submits any documents to UTA which Master Developer believes include "trade secrets" or are otherwise "confidential," Master Developer shall follow the procedure set forth in Section 63G-2-309 of GRAMA by completing the Claim of Confidentiality Statement, in the form attached to and incorporated by reference in this Agreement as Exhibit "H." For ease of evaluation, UTA requests that Master Developer: (a) clearly mark all confidential information as such; and (b) include a statement with the document justifying Master Developer's determination that certain records are trade secrets or confidential information for each record so defined. UTA shall not be held liable for any damages or economic harm to Master Developer resulting from the disclosure of any records. All records prepared pursuant to this Agreement will become public information after such documents are finalized, unless such records are identified as trade secret information as specified herein.

7. Property Tax Matters. Except as expressly required by applicable law (in which case the disclosing Party shall notify the other Party in writing prior to such disclosure), neither Party shall submit any information to Davis County or other governmental authority related to any Development Property or the Project generally, whether for property tax exemption or valuation purposes or for any other purpose, unless such disclosure is first approved by both Parties.

8. Preparation of Agreement. Each Party shall bear its own attorneys' fees and other expenses and costs incurred in connection with the preparation and negotiation of this Agreement and the agreements of Development Companies.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

UTAH TRANSIT AUTHORITY

Mary DeLoretto
Interim Executive Director

Paul Drake
Director of Real Estate and TOD

Approved as to Form:

DocuSigned by:

56A03BC7C491482...

Timothy G. Merrill
Assistant Attorney General

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CLEARFIELD STATION PARTNERS, LLC

By: _____

Name: _____

Title: Manager

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CLEARFIELD STATION PARTNERS, LLC

By: _____

Name: _____

Title: Manager

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EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Clearfield Station Master Development Agreement
Exhibit "C"	Assignment and Assumption Agreement Form
Exhibit "D"	Property Ownership
Exhibit "E"	[Intentionally omitted]
Exhibit "F"	Declaration, Covenants, Conditions and Restrictions Form
Exhibit "G"	Example of Promote, Equity Allocation and Returns to Parties
Exhibit "H"	Claim of Confidentiality Form

Exhibit A: Property Description

Exhibit B: Clearfield Station Master Development Agreement

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**MASTER DEVELOPMENT AGREEMENT
CLEARFIELD STATION**

THIS MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered into as of the ____ day of _____, 2020 (“Effective Date”), by and between Clearfield City, a Utah municipal corporation (“City”), and Clearfield Station Partners, LLC a Utah limited liability company (“Master Developer”), and Utah Transit Authority, a large public transit district of the State of Utah (“UTA”). City, Master Developer, and UTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. This MDA concerns a long term, mixed use, master planned transit-oriented development (“TOD”) known as Clearfield Station (“Project”).

RECITALS

WHEREAS, UTA is the owner of that certain real property located generally between State Street and the Frontrunner commuter rail corridor, and approximately between 1100 South and 1450 South, in Clearfield, Davis County, Utah, as more particularly described in Exhibit “A” (“Property”), and as generally depicted in the Master Development Plan (“MDP”), attached hereto as Exhibit “B”; and

WHEREAS, the Parties desire to develop, design and construct Property in accordance with this MDA in a manner that is in harmony with the long-range policies, goals, and objectives of the City’s general plan, the Clearfield Connected Station Area Plan, and the MDP, as well as any applicable zoning and development regulations; and

WHEREAS, the City is willing to grant Master Developer vested rights in and to the development and use of Property as more fully set forth in this MDA in order to promote the City’s goals and objectives and to ensure that Property is developed in a unified and consistent fashion; and

WHEREAS, Development of the Project as a master-planned, transit-oriented development pursuant to this MDA and the MDP is acknowledged by the Parties to be consistent with the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code, as amended (“Act”); as well as with the City’s land use ordinances as set forth in Title 11 of the Clearfield City Code; and

WHEREAS, the Parties acknowledge that development of the Property pursuant to this MDA and the MDP will result in significant planning, economic and fiscal benefits to UTA and to the City and its residents by, among other things, requiring orderly development of Property as

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a master-planned, transit-oriented development and increasing revenues to the City based on improvements to be constructed on the Property; and

WHEREAS, Master Developer, UTA and City have each cooperated in the preparation of this MDA and the MDP and understand that this MDA is a “development agreement” within the meaning of the Act; and

WHEREAS, the City Council has determined that it is in the best interests of the City, its residents, and the general public to enter into this MDA; and

WHEREAS, the Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop Property as part of Project, and the rights and responsibilities of the City to approve and regulate the development of Project, and to provide certain City services for the benefit of the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, UTA and Master Developer hereby agree to the following:

TERMS

I. GENERAL PROVISIONS

A. **Incorporation**

The foregoing Recitals are hereby incorporated. All exhibits are hereby incorporated into this MDA and by reference are made part hereof. The Master Development Plan is expressly made a part of this Agreement and is incorporated herein.

B. **Definitions**

As used in this MDA, the words and phrases specified below shall have the following meanings:

“Act” means the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code as amended.

“Anchor Tenant” means a single commercial tenant that is a minimum of 15,000 square feet, and located in the Station Square or office tenant located in office land use area as shown in the MDP.

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“Bonding Authority” means Clearfield City.

“Building Permit” means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure, or any off-site infrastructure.

“Buildout” means the substantial completion of all of the development on all of the Property for the entire Project.

“CC&R’s” means the Conditions, Covenants and Restrictions regarding certain aspects of use, management, design and/or construction on all or a portion of the Property to be recorded in the real property records of Davis County.

“City Laws” means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters, including but not limited to the City Code, that have been and may be adopted in the future.

“City Code” means the Clearfield City Code, including its land use regulations adopted pursuant to the Act and other applicable laws and ordinances.

“Clearfield Station Group” means the design review committee who collaborates in the design and construction of the Project consisting of the members of Master Developer, its design consultants, and City staff. Elected officials may meet with the Clearfield Station Group to provide input on issues being discussed. Notwithstanding any provision herein, the Clearfield Station Group shall not function as a committee but shall act as a collaborative body to resolve issues as they arise. The Clearfield Station Group shall not vote, veto, or require a quorum to conduct business.

“Construction Steps” means the development of a portion of the Project as set forth in Exhibit “C.”

“Council” means the elected City Council of the City.

“Default” means a material breach of this MDA.

“Development Application” means an application to the City for development of a portion of the Project, including a Subdivision and Site Plan, from the City required for development of such portion of the Project.

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“Development Standards” means a set of standards approved by the City as set forth in the MDP and the City Laws controlling certain aspects of the design and construction of the development of the Property including but not limited to setbacks, height limitations, parking and signage, and design and construction standards for buildings, roadways and infrastructure. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, pavement widths, and any other design standard directly related to or affected by right-of-way width, the standards set forth in the MDP shall control.

“Final Plat” means the recordable map or other graphical representation of land prepared in accordance with the Act and the City’s subdivision ordinance which has been approved by the City, effectuating a Subdivision of any portion of the Property.

“Impact Fees” means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity pursuant to the Utah Impact Fees Act, subject to any adjustments or reimbursements as specifically set forth in this MDA, as described in Exhibit “D.”

“Master Developer” means Clearfield Station Partners, LLC, or its assignees or transferees as permitted by this MDA.

“Master Development Plan” or “MDP” means the plan for the Project, as approved and mutually agreed upon by the Parties, attached hereto as Exhibit “B-1” and Exhibit “B-2” which sets forth the design guidelines, illustrative master plan, development standards, allowable uses, etc., for the proposed future development of the Property. The MDP may be amended from time to time upon mutual agreement of the Parties and as provided by Clearfield City Code 11-11F-9.

“Master Development Agreement” or “MDA” means this Master Development Agreement including all of its Exhibits.

“MU Zone” means the “Mixed-Use” zoning classification which is set forth in Title 11, Chapter 11 of the City Code.

“Notice” means any notice to or from any Party to this MDA that is either required or permitted to be given to another Party as provided in Section 5.4.

“Office Space” means buildings which provide general office uses as set forth in the MDP.

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“Owner’s Association(s)” means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

“Park & Ride Facilities” means the parking spaces depicted in Exhibit “I” and described in Section III.F of this Agreement.

“Planning Commission” means the City’s Planning Commission established by City Laws.

“Project” means the development to be constructed on Property pursuant to this MDA and the MDP with the associated public and private facilities, intended uses, densities, Phases and all of the other aspects approved as part of this MDA including its Exhibits.

“Project Infrastructure” means those items of public or private infrastructure, at the minimum level of service required by the City under the then-current, generally applicable standards (except to the extent of any conflicts between generally applicable City standards and the Development Standards, in which case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied), which are a condition of the approval of a Development Application because they are necessary for development of a portion of the Property, such as local roads, including street lights, utilities, sidewalks, park strip and median planting/irrigation/site furnishings, curb and gutter located on or around that portion of the Property, including but not limited to those Project Infrastructure items required in connection with specific Phases of the Project.

“Property” means the real property subject to this MDA and the MDP as more fully described in Exhibit “A.”

“Responsible Party” means Clearfield City, unless otherwise stated herein, who shall be responsible for contracting for the design and construction of the Project Infrastructure from bond proceeds as detailed in Exhibit “E,” “Responsibility for Project Infrastructure and Funding.”

“Site Plan” means a site plan as contemplated and required in the City Code with respect to a parcel(s) of the Property, reflecting the location, design and configuration of development and improvements thereon.

“Soft Costs” mean expenses incurred by Master Developer for the design, planning, engineering, soils, and environmental costs of Phase 1.

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“Subdeveloper” means an entity other than Master Developer which acquires rights to develop one or more parcels subject to this MDA and the MDP.

“Subdivision” means the dividing of land into two (2) or more lots, parcels, sites, plots or other division for the purpose of development pursuant to the Act and City Laws.

“Transit Critical Infrastructure” means infrastructure that supports and satisfies the necessary and sufficient conditions for operations to occur at a transit station, such as the station platform, bus loop, drop-off areas, parking, transit plaza, and facilities appurtenant to transit activity.

“Transportation Demand Management Strategies” means supporting modes of transportation other than single-occupancy vehicles to access the UTA Network in order to reduce demand for park & ride infrastructure while also increasing ridership.

“Transportation Facilities” means any conveyance, premises, or place used for or in connection with public passenger transportation by air, railroad, motor vehicle, or any other method. It includes aircraft, railroad cars, buses, and air, railroad, and bus terminals and stations and all appurtenances thereto.

C. Effect of this MDA

The City Council is authorized to enter into development agreements with any person or entity. This MDA is such an agreement intended to work in conjunction with the MDP. In the event of a conflict between this MDA and the MDP, then this MDA shall be controlling. This MDA with its incorporated Exhibits shall be the sole agreement between the Parties for the development of the Property.

D. Conditions Precedent to the Efficacy of this Agreement

As a condition precedent to the obligations of the Parties herein, this MDA is contingent upon Bonding Authority obtaining bond proceeds sufficient to fund Project Infrastructure as detailed in Exhibit “E,” “Responsibility for Project Infrastructure and Funding.” The figures listed in Exhibit “E” are an estimate only and are subject to change based on construction conditions and should not be construed as creating a limit to the amount of bond proceeds utilized for a particular Project Infrastructure.

E. Term of Agreement

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Subject to conditions precedent, the term of this MDA shall be from the Effective Date and continue until the obligations are fulfilled hereunder by all Parties, unless earlier terminated by either Party as provided herein.

II. DEVELOPMENT OF PROJECT

Development of the Project shall be in accordance with this MDA, the MDP and City Laws, except to the extent of any City Laws which are inconsistent with the terms, Development Standards and provisions of this MDA or the MDP, in which case the MDA and MDP shall take precedence.

A. Construction to follow MDP

1. The Parties acknowledge and agree that final approved designs and drawings are not yet completed for any portion of the Project. Under the MDP, it is anticipated the Buildout shall include:

- a. Up to a maximum of 1000 residential units.
 - i. Any increase from the above shall only occur in the Mixed-Use Residential zones shown in the MDP and will require the explicit approval of the Clearfield City Council in the form of an amendment or addendum to this MDA and the MDP and shall not occur in the designated Commercial, Office and townhome land use areas as shown in the MDP.
 - ii. No on-street parking shall count towards the residential parking requirements of the City Code. City reserves the right to regulate parking on public streets.
- b. A minimum of 37,500 square feet of commercial space, including an Anchor Tenant, up to 67,500 sq. ft.
 - i. Master Developer shall enter into a Purchase and Sale or Lease Agreement (“Anchor Tenant Agreement”) with an Anchor Tenant with a minimum square footage of 15,000 square feet prior to commencing construction on residential units in the Project. The Anchor Tenant Agreement shall include a provision that the Anchor Tenant take possession or ownership of property within 24 months of the date the Anchor Tenant Agreement is executed.

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ii. Mixed-Use Residential Commercial Overlay. By the Buildout of the Project, in addition to the other Commercial Space, the Mixed- Use Residential Commercial Overlay areas shall be designed to accommodate commercial suites at Certificate of Occupancy with a minimum of two tenant spaces to be converted at a future date pursuant to market demand.

c. Approximately 300,000 - 600,000 square feet of Office Space.

d. The City has evaluated the need for affordable housing and found that there is a sufficient supply and no additional units must be sold or leased at subsidized rates within the Project.

2. The Parties acknowledge that the MDP satisfies the requirement under the City Code for approval of a concept plan for the development of the Property as referenced in the MU Zone, but not the amended plat required for a subdivision or site plan required under the City Code.

3. The City acknowledges that Master Developer and/or Subdevelopers, as applicable, may submit multiple applications from time-to-time to develop and/or construct portions of the Project in Phases in accordance with the phasing requirements of this MDA and the MDP.

B. Construction Steps

The Project is divided into two distinct stages, as follows and as shown in Exhibit “C” (“Construction Steps”):

1. Construction Step 1: Project Infrastructure (Horizontal Improvements). This stage consists of the construction of Transit Critical Infrastructure, as well as roadways and underground utilities necessary to serve the buildings that will be developed. This stage will be undertaken by the City as described more fully in Section III of this Agreement.

2. Construction Step 2: Parcel / Lot Development (Vertical Improvements). This stage consists of the construction of various buildings and spaces that will primarily be privately owned (office, retail and other commercial buildings, mixed-use residential buildings, townhouses, etc. as described in Section II(A)(1) of this Agreement and in the MDP). This stage will be undertaken by Master Developer.

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a. Sequencing. An underlying principle of the sequencing is that the timing of the programmatic uses detailed in the MDP will be based on anticipated market demand. As such, lot-specific phasing or sequencing is not mandated in this MDA.

Nevertheless, this MDA and the MDP requires a balanced approach to the buildout of the site. As determined by the City, from beginning to end, there shall be a balance to the amount of residential development as compared to office/commercial development. To accomplish this, each multi-family residential complex shall be paired with the construction of an office/commercial component. In other words, a second multi-family residential complex shall not be constructed until construction has begun on an office/commercial building (and not a third multi-family until a second commercial, and so on). Notwithstanding anything to the contrary, any number of office/commercial buildings may be constructed in immediate succession, followed by the corresponding number of multi-family residential complexes. Amendments to this Agreement shall follow City Code 11-11F-9.

Any variation from this balanced approach (seeking additional residential development before the requisite commercial is in place) shall require the explicit approval of the Clearfield City Council in the form of an amendment or addendum to this MDA and the MDP.

C. Financing

The City acknowledges that Master Developer intends to obtain one or more loans and/or other financing in connection with the development of the Project, and the City agrees to cooperate with Master Developer (and/or any Subdeveloper, as applicable) in providing such documents or other information as may be reasonably requested by Master Developer or a lender in connection with any such financing.

D. Zoning and Vested Rights

1. UTA and Master Developer shall have a vested right to develop and construct the Project on the Property, with the uses, densities and other characteristics of the Project in accordance with the MU Zone, the MDP, Development Standards and other matters specifically addressed in the MDP, subject to compliance with the terms and conditions of this MDA as well as applicable City Laws, except as otherwise specifically provided in this MDA or MDP.

2. Master Developer shall comply with future changes to City Laws which are in effect as of the filing date of a Development Application that do not prohibit, limit, delay or otherwise interfere with the vested rights granted pursuant to the terms of this MDA, including:

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a. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project; or

b. City Construction and Development Standards. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or

c. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or

d. Fees. Except as otherwise provided in this MDA, Master Developer and/or any Subdeveloper, as applicable, shall pay to the City all fees (including, but not limited to, land use application fees, engineering fees, plan review fees, building permit fees, hookup fees and inspection fees) as are generally applicable to all development within the City and which are adopted pursuant to State law, in amounts specified in the City Laws.

E. Approval Process for Development Applications

Approval processes for Development Applications shall be as provided in the City Laws. A Development Application shall be approved by the City if the improvements to be constructed pursuant to the Development Application (i) conform to this MDA and the MDP, and (ii) comply with the City Laws, except as otherwise provided in this MDA or the MDP.

F. Impact Fees

1. Developer agrees to pay Impact Fees as are generally applicable to all development within the City and which are adopted pursuant to State law. All Impact Fees owing to the City hereunder shall be charged at such times in the course of development of Property as the City customarily charges similar Impact Fees to other developers within the City in accordance with applicable law (i.e. at the time of building permit).

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2. All Impact Fees charged in connection with the construction of improvements shall be calculated in accordance with the applicable Impact Fee schedules as set forth in Exhibit “D,” “Impact Fees Costs.”

3. Except as otherwise specifically provided herein, Master Developer and UTA do not waive any right, whether pursuant to statute or otherwise, including §11-36a-603 of the Utah Code relating to the refunding of Impact Fees, to challenge any Impact Fee charged, or sought to be charged, by the City.

III. PUBLIC IMPROVEMENTS

Subject to compliance with Master Developer’s obligations as set forth in this MDA, the City shall provide all of the standard municipal services to the Project, including, but not limited to, culinary water, sanitary sewer collection, storm drainage, power, natural gas, fiber, Transportation Facilities and public safety facilities and services and police services, at the same levels of service and on the same terms as are generally provided by the City to and for the benefit of the City’s other similarly situated residents, institutions and businesses. The Parties acknowledge and agree that the City does not provide fire protection/suppression services or emergency medical services (such services are provided by the North Davis Fire District).

A. Funding and Construction of Project Infrastructure

1. It is the Parties’ intent that funding for Project Infrastructure as shown in Exhibit “E” shall be obtained through the Bonding Authority. The purpose of Exhibit “E” is to define what Infrastructure shall be paid for from the bond proceeds and/or eligible for reimbursement from Bonding Authority, the priority in which the funds shall be allocated, and what Infrastructure shall be the responsibility of Master Developer. Transit Critical Infrastructure shall have the highest priority, and be designed according to the UTA TOD Policy and TOD Design Guidelines, in order for the Project to function as a TOD. As additional infrastructure needs are discovered or arise, Exhibit “E” may be amended from time to time to reflect the additional infrastructure and related funding as agreed upon in writing by the parties.

2. The Parties understand and agree that the City shall have the responsibility to design, construct and install or cause to be designed, constructed and installed, all portions of the Project Infrastructure that is funded from bond proceeds as detailed in Exhibit “E,” and in coordination with Master Developer and the Clearfield Station Group, who shall meet together regularly to discuss the design and construction of Project and to address issues as they arise. The parties also understand that these activities will be subject to the City’s procurement policies unless otherwise described herein.

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3. Costs incurred by Master Developer in the construction and installation of Project Infrastructure eligible for reimbursement as shown in Exhibit “E” shall be reimbursed by the Bonding Authority within thirty (30) days of receiving an invoice from Master Developer, but only after bond proceeds are available. If additional infrastructure is required by City not listed in Exhibit “E,” it shall be paid for from bond proceeds or be reimbursed from same.

4. City agrees to reimburse Master Developer for Soft Costs incurred in the design of the Project Infrastructure (horizontal improvements) from bond proceeds (once available). In the event the City does not bond, or does not obtain bond proceeds as envisioned herein, City agrees to reimburse Master Developer for its Soft Costs.

5. The Parties understand and agree that in order to secure the most advantageous bond financing, Bonding Authority intends to pledge tax revenues other than the property tax increment that will be generated by the Project, though property tax increment is the intended revenue source for servicing the debt. Upon execution of this Agreement, Bonding Authority agrees to expeditiously begin design of Project Infrastructure and to pursue bonding as soon as costs are determined therefor. It is imperative, therefore, that Master Developer carry out the construction of the Project as expeditiously as possible (subject to market demands), in order to generate the property tax increment that is anticipated. The Parties also understand that Bonding Authority’s risk is that tax increment proceeds in a given year may be insufficient to cover that year’s debt service. Beginning in the City’s fourth fiscal year from the date the bond proceeds are disbursed, and in the event that the annual tax increment generated by Project is insufficient to service the annual bond debt payment, Master Developer and UTA respectively agree to contribute to City their pro-rated share of the deficiency, respectively, corresponding to improvements funded from bond proceeds that subsequently are not owned by the City (e.g., a private plaza or station plaza) (“UTA Tax Increment Subsidy” and “Developer Tax Increment Subsidy,” respectively). The current estimate of the pro-rata share of UTA is 5.6% and that of Master Developer is 3.5%, and such estimates shall be adjusted to reflect the actual percentage upon the actual costs. UTA and Master Developer shall not be obligated to pay further Tax Increment Subsidies once the Clearfield City Community Development and Renewal Agency (“CDRA”) has generated Ninety Million Dollars (\$90,000,000.00) in assessed taxable value. The Clearfield Station Group shall collaborate on future accretive investment within the Project if there is a surplus of tax increment. If a Tax Increment Subsidy becomes necessary for a given fiscal year, City shall provide ninety days (90) notice to UTA and Master Developer of their payment obligations.

B. Dedication of Rights-of-Way and Infrastructure

A plat (or plat amendment) that dedicates rights-of-way is required prior to any construction or installation of Project Infrastructure. Project Infrastructure shown in Exhibits “E” and “F” shall be built to City standards (except to the extent of any conflicts between generally

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applicable City standards and the Development Standards, in which case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied) and dedicated to the City (if not already installed by the City) in connection with each applicable Phase of the Project, thereby making it accessible for public use. All Project Infrastructure that is dedicated to the City as described in Exhibit “E” shall thereafter be under the exclusive control of the City. The dedication of Project Infrastructure shall have no limitations as to future control, maintenance, modification, or abandonment of all or part of the dedicated Project Infrastructure by the City.

1. Approval of Infrastructure as a Part of a Development Approval. Any Development Application for a Subdivision or a Site Plan shall include a plan for constructing the applicable portions of the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project, as then contemplated, at Buildout.

C. Utilities

1. Culinary Water. Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall be responsible for the design, installation and construction of Project Infrastructure sufficient to extend the City’s culinary water system throughout the Project, including Project Infrastructure necessary for each individual water connection for the various buildings, open spaces, etc., throughout the Project.

a. Attached hereto as Exhibit “F,” the “Utility and Drainage Plan,” which includes a culinary water plan (“Culinary Water Plan”) generally depicting the various culinary water improvements anticipated to be constructed in connection with the Project (including certain offsite improvements, such as the upsizing of a water line in State Street and 1000 East, and installing a water line in the Depot Street extension). The Culinary Water Plan is a general depiction only, showing approximate locations. Final locations shall be determined through additional design engineering.

b. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

c. The Parties acknowledge and agree that water lines and other improvements which extend from a water meter to a particular building or other end use shall be and remain private, and the City shall neither pay for, own nor maintain such lines and improvements.

d. The abandonment of the existing culinary water pipeline as depicted in Exhibit “F” shall be pursuant to environmental guidelines.

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e. Offsite improvements to the City’s water system for both culinary water and for fire flow, such as the pipeline underneath State Street and 1000 East that will encroach into a right of way owned by the Utah Department of Transportation (“UDOT”), are subject to approval from UDOT.

2. Sanitary Sewer. Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall be responsible for designing and installing the necessary Project Infrastructure to extend the City’s sanitary sewer collection system throughout the Project. The City shall identify and implement a gravity-flow sanitary sewer solution that is sufficient to meet the requirements of the Project and City Laws. Ongoing maintenance of said gravity-flow sanitary sewer facilities shall be the responsibility of the City (public portions only; not private lateral lines, which are defined as the service line starting at the City’s main line connection, extending to a particular building or other end user).

a. The Parties acknowledge and agree that the City does not act as a sanitary sewer treatment provider (North Davis Sewer District provides sewer treatment facilities in the area).

b. Master Developer shall be responsible for all applicable connection, permit and impact fees associated with said sewer connections within the Project as are generally applicable to all developments in the City, as described in Exhibit “D.” Moreover, the City shall not be responsible for costs associated with making said connections.

c. City shall be responsible for installing the Project Infrastructure necessary for each individual sewer connection for the various buildings throughout the Project.

d. Attached hereto as Exhibit “F,” the “Utility and Drainage Plan,” which includes a sanitary sewer plan (“Sanitary Sewer Plan”) generally depicting the various sanitary sewer improvements anticipated to be constructed in connection with the Project (including certain offsite improvements, such as the installation of sanitary sewer line in 1000 East). The Sanitary Sewer Plan is a general depiction only, showing approximate locations. Final locations shall be determined through additional design engineering.

e. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

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3. Storm Drainage. Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall be responsible for installing the necessary Project Infrastructure to extend the City’s storm drainage system throughout the Project. Master Developer shall be responsible for all applicable connection, permit and impact fees associated with said storm drain connections within the Project as are generally applicable to all developments in the City, as described in Exhibit “D.” City agrees it currently owns, maintains and will continue to maintain the existing 48” and 24” storm sewer line that exists in the Project.

a. Attached hereto as Exhibit “F,” the “Utility and Drainage Plan,” which includes a storm drainage plan (“Storm Drainage Plan”) generally depicting the various storm drainage improvements anticipated to be constructed in connection with the Project. The Storm Drainage Plan is a general depiction only, showing approximate locations. Storm water will be discharged from the Property via an outfall from Pond 3 to an existing 36” storm drain in the southwest corner of the Property, leading to a regional detention basin. Final locations shall be determined through additional design engineering. The Storm Drainage Plan does not depict any onsite / private storm water retention or detention facilities that may be required, for which Master Developer will be responsible for construction, ownership, and maintenance.

b. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

c. If the City’s existing 24” and 48” storm sewer line that runs through the Property requires relocation, the cost thereof shall be paid from the bond proceeds described in III(A) (anticipated within Depot Street right of way). Master Developer shall not be responsible for any fees, permit fees, or impact fees related to its relocation. Any such relocation shall be in accordance with the City’s standards and shall be located so that it will not detrimentally impact the Project as depicted by the MDP.

4. Other Utilities. Clearfield Station Group will coordinate with UTOPIA, and/or other telecommunications providers for the design, location, and installation of state-of-the-art fiber/internet infrastructure to be installed in the Project area. It is understood that such fiber provider(s) will be required to purchase or lease any conduits and real property necessary for communication sheds or structures from Master Developer.

a. Clearfield Station Group will coordinate with Rocky Mountain Power and Dominion Energy during the installation of both electrical service and natural gas service. The Parties agree that new overhead utilities are strictly prohibited within the Project, provided however, the Parties will not be required to underground existing utility poles. If excess bond

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proceeds remain after the completion of Construction Step 1 Project Infrastructure, then the Clearfield Station Group may consider utilizing the excess bond proceeds for the purpose of undergrounding existing utility lines on State Street and/or 1000 East.

D. Open Space, Parks and Trails

Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall install the necessary Project Infrastructure to provide open space, plazas, parks and trails throughout the Project.

1. Master Developer and the City agree that open space shall consist of meaningful areas that promote the goals and objectives of the MDP, but shall not include roads (but shall include landscaped areas within rights-of-way) or parking lots.

2. Attached hereto as Exhibit “G-1,” “Open Space Plan,” is an open space, parks and trails plan (the “Open Space Plan”) generally depicting the open and civic spaces acreage. The figures are for general reference only and are not intended to be minimum requirements.

3. Pursuant to City ordinances, the Parties acknowledge and agree that the open space, parks and trail improvements identified on Exhibit “G-1” as ‘Public,’ shall be owned and maintained by the City. The improvements identified thereon as ‘Private’ shall remain privately owned and maintained by their respective owner.

4. Landscaping and landscape buffers shall be consistent with the MDP.

5. Open Space Maintenance. The Responsible Party, as listed in Exhibit “G-2,” “Maintenance Responsibility Plan,” shall be responsible for the ongoing maintenance of the designated open space areas. Open spaces shall be maintained at a high level to ensure the perpetual beautification of Project. The aesthetic shall be consistent with the MDP and shall comport at all times with an attractive, cultivated, and orderly appearance. Any party derelict in maintaining its portion of open space shall be notified and subject to the provisions of Section V, as well as subject to enforcement action pursuant to City Code.

E. Roads and Rights of Way

Subject to the appropriate funding being secured as described in III(A), and as detailed in Exhibit “E,” and in coordination with the Clearfield Station Group, the City shall install the necessary Project Infrastructure to provide Transportation Facilities throughout the Project.

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1. Attached hereto as Exhibit “H,” “Road Network Plan,” is a road network plan (“Road Network Plan”) generally depicting the various road improvements anticipated to be constructed in connection with the Project. The Road Network Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon design of Project Infrastructure, as generally depicted in the MDP.

2. The Parties acknowledge and agree that the road improvements identified on Exhibit “H” as ‘Public’ shall be owned and maintained by the City.

3. This Section is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

4. Master Developer agrees that any roads constructed in connection with the Project shall be constructed according to typical City standards, except with regard to right-of-way widths, pavement widths, and any other design standards directly related to or affected by right-of-way width, which are set forth in the MDP. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, and pavement widths, the standards set forth in the MDP shall control.

5. Depot Street. The Parties understand and agree that as an off-site public improvement intended to mitigate additional traffic impact from the Project and to further facilitate use of the Project, City agrees to install or cause to be installed an extension of Depot Street southward from approximately 1100 South in Clearfield, ultimately connecting with the Project’s roadways at the northern portion of the Project. The Clearfield Station Group shall collaborate in the design of the Depot Street extension. The Depot Street extension shall be a ‘Public’ road.

a. The Parties acknowledge that a reimbursement agreement between City and Ironwood Development Group, L.C. requires the City to collect an estimated share of the cost of improving Depot Street from approximately 830 South to approximately 1100 South from owners of certain real property deemed to be benefitted by the improvement, including Property. The City agrees to waive any collection of reimbursement from Parties pursuant to the Ironwood agreement. City affirms that Parties are not responsible for costs related to the improvements under the Ironwood agreement and releases and indemnifies Parties therefrom, which costs the City intends to collect and to make reimbursement to Ironwood from funds generated by RDA #9 to the north of Project.

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b. Parties understand and agree that any land acquisition costs necessary for the extension of Depot Street, as described above, shall be the responsibility of the City and included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). To the extent that the City owns any lands, or acquires any lands, that are required in connection with the Depot Street extension, the City shall dedicate such lands for the Depot Street extension without payment, and at no cost to Master Developer.

c. Parties acknowledge that the intent is to accomplish the extension of Depot Street in approximately the same timing (and in the same contract) as the construction of the rest of the Project Infrastructure, pending successful acquisition of the necessary rights-of-way.

6. New Primary Intersection at State Street. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, City shall either construct or cause to be constructed a new intersection that includes signalization at the junction of Station Boulevard and State Street. The Clearfield Station Group shall collaborate in the design of the improvements. The costs thereof, including the acquisition of right-of-way (if any), will be included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). The Parties acknowledge that approval from the Utah Department of Transportation is required in order to accomplish these improvements.

7. Southern Ingress/Egress on 1000 East and Extension of 1450 South from 1000 East to State Street; Signalization. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, City shall either construct or cause to be constructed a new entrance/exit for the Project as depicted in Exhibit "H."

The Parties understand and agree that as an off-site public improvement intended to mitigate additional traffic impact from the Project and to further facilitate traffic flow in the area, the City shall install or cause to be installed an extension of 1450 South eastward from 1000 East to State Street in Clearfield, ultimately connecting State Street to the east with the Project's roadways. This extension of 1450 South shall be generally in conformance with the design in the MDP and is subject to approval from UDOT and the City. The Clearfield Station Group shall collaborate in the design of the improvements. The costs thereof, including the acquisition of right-of-way, will be included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). Parties acknowledge that the intent is to accomplish the extension of 1450 South in approximately the same timing (and in the same contract) as the construction of the rest of the Project Infrastructure, pending successful acquisition of the necessary rights-of-way.

8. Modifications to 1000 East and State Street Intersection. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, City

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shall construct a new median in State Street and cause traffic movement in a “right in, right out” pattern as detailed in Exhibit “H.”

a. Said intersection shall be generally in conformance with the conceptual design in the MDP, subject to approval from the Utah Department of Transportation (“UDOT”) and the City. The Clearfield Station Group shall oversee the design of the improvements, the costs thereof, including the acquisition of right-of-way (if any), will be included in the bond package as described in this Agreement, unless other funding sources are identified (grants).

9. The City acknowledges and agrees that it will seek to secure easements or other rights from third parties in connection with certain off-site improvements for the benefit of the Project at its own expense, the costs thereof, including the acquisition of any easements or rights-of-way will be included in the bond package as described in this Agreement, unless other funding sources are identified (e.g. grants). Master Developer shall cooperate with City in its efforts to obtain such easements or other rights associated therewith.

a. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if warranted by the circumstances; however, the Parties also acknowledge and agree that the City’s exercise of eminent domain powers is a future legislative decision of the City Council as constituted when that issue arises.

10. Vacation of Designated Rights of Way. The City has certain rights-of-way located on Property which are not compatible with the MDP and Exhibit “H.” These rights-of-way will require formal vacation by the City pursuant to Utah Code Ann. §10-9a-609.5.

a. The rights-of-way, or portions thereof, on Property subject to vacation are:

- (i) Express Drive;
- (ii) Box Car Drive (partial vacation);
- (iii) Station Boulevard; and
- (iv) Switch Lane.

b. In the event the rights-of-way are thereafter vacated pursuant to Utah Code Ann. §10-9a-609.5, City shall convey the same to Master Developer.

F. UTA Park & Ride Facilities

1. UTA Park & Ride Parking Facilities. The Parties acknowledge and agree that the social and economic viability of Project includes the need to provide adequate parking to service

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both the surrounding land uses and patrons using the UTA Frontrunner. Accordingly, as detailed in Exhibit “I,” “Parking Stages Plan,” the Clearfield Station Group shall collaborate in the design, construction, and installation of the necessary Project Infrastructure to provide designated parking stalls that are reserved for use by UTA patrons as Park & Ride Facilities. The location of said facilities shall be planned in various areas throughout the development, and in successive stages, as depicted in Exhibit “I.”

2. Number of Stalls. The quantity of stalls shall be determined by UTA to satisfy park & ride demand, and shall not exceed seven hundred (700) stalls, which shall be subject to a parking Construction, Operation and Easement Agreement. Park & Ride Facilities shall be located and oriented in such a way that they are compliant with UTA’s TOD Design Guidelines and policies.

3. Funding of Park & Ride Facilities. All UTA Park & Ride Facilities that are depicted in Stages 1 thru 3 of Exhibit “I,” except for the south parking structure, shall be funded by the initial bond package and shall be prioritized as a use of those bond proceeds as Transit Critical Infrastructure. Excess bond proceeds remaining after Construction Step 1 may be applied toward the southern parking structure. Prior to development occurring as depicted in Parking Stage 4 and Stage 5, funding for UTA Park & Ride Facilities in those Stages shall be secured, which funding may come from a variety of funding sources (i.e., the Bonding Authority securing a second bond, Transportation Reinvestment Zone funds, grants, and so on), provided, however, UTA shall not be obligated to, but may choose to, contribute to the funding of the southern parking structure.

a. Phasing of UTA Park & Ride. The locations and quantities of UTA Park & Ride Facilities shall be phased with the ongoing Development of Project, as depicted in Exhibit “I.” At each Parking Stage, the location and quantity of stalls shall reflect actual demand for park & ride stalls by UTA patrons.

b. Ownership of Parking Structure. UTA shall own the Parking Structure and operate its use pursuant to a Construction, Operation and Easement Agreement.

c. Transportation Demand Management Strategies. UTA will consult with City its implementation of Transportation Demand Management Strategies for the Parking Structure.

G. Resolution of Disputes Regarding Project Infrastructure

If the City determines that the proposed Project Infrastructure is not compatible with the overall development of the Project, as then contemplated, at Buildout, in accordance with applicable City Laws, the MDP and this MDA, then any such dispute shall be subject to the “Meet and Confer” provisions of Section 5(A)(2), included below.

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H. Restrictions on Certificates of Occupancy

No certificates of occupancy may be issued by the City for any Phase until completion of all items of Project Infrastructure specifically required pursuant to an approved Building Permit application in accordance with this MDA, the MDP, and the City Laws, except landscaping.

I. CC&R's

As applicable, the owner(s) of all or a portion of the Property, and or the Owner's Association(s) created with respect thereto, shall be responsible for the implementation and enforcement of CC&R's if and as they deem necessary or appropriate. The CC&R's may be adopted and amended without any requirement of approval thereof by the City; however, Master Developer shall submit all CC&R's to the City for review and comment prior to adoption or amendment. All CC&R's shall be subject to the terms and provisions of this MDA and must not be in conflict with the MDA, the MDP, or City Laws.

IV. CONSTRUCTION STANDARDS AND REQUIREMENTS

A. Permits

1. **Building Permits.** Before beginning construction or development of any buildings, structures or other work or improvements upon any portion of the Property, Master Developer or a Subdeveloper, as applicable, shall secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Upon satisfactorily meeting all pertinent requirements as set forth in this MDA, the MDP and City Laws, the City agrees to grant to Master Developer, or a Subdeveloper, as applicable, those permits and approvals necessary to permit the Master Developer or Subdeveloper to implement and complete the development of the Project. The City shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

2. **Grading.** Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following preliminary approval by the Planning Commission of a Site Plan or a Subdivision Plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by Master Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Master Developer or the Subdeveloper. If there are any discrepancies between the grade elevations created by the grading permit activities and the final, approved elevations, the City shall have no responsibility or liability for any such discrepancy.

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Nothing herein shall prevent Master Developer from obtaining a demolition permit, at any time Master Developer reasonably deems necessary.

V. DEFAULT

A. **Notice**

If UTA, Master Developer or a Subdeveloper, or the City is believed to be in Default for failing to perform its respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide written Notice to the Party that is believed to be in Default, and to UTA. If the City provides any Notice of Default to any Subdeveloper it shall also provide a courtesy copy of such Notice to Master Developer and UTA at the same time.

1. Contents of Notice of Default. The Notice of Default shall:
 - a. Specify the nature of or claimed event of Default;
 - b. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA or the MDP that is claimed to be in Default;
 - c. Identify why the Default is claimed to be material; and
 - d. If elected by the Party delivering the Notice of Default, in its discretion, the Notice of Default may propose a method and period of time for curing the Default, which period of time shall be not more than sixty (60) days.
2. Remedies. Upon service of a Notice of Default:
 - a. The Parties shall attempt to resolve the Default through a “Meet and Confer” meeting within 10 calendar days.
 - b. If no resolution is reached, the Parties may elect any rights or remedies available at law or equity.
 - c. In no event shall any Party have any obligation to pay any other Party, or any Party’s successor in interest, for consequential damages, lost profits, or lost opportunity costs arising by reason of an alleged or established Default of any Party, and all Parties hereby irrevocably waive any right to assert any claim for the same. Notwithstanding any other provision contained herein, each Party’s aggregate liability for out-of-pocket costs actually paid by the Party by reason of the a Party’s Default, including but not limited to attorney’s fees, legal expenses and

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court costs, shall not exceed five million dollars (\$5,000,000.00). UTA and City are governmental entities under the Governmental Immunity Act, Section 63G-7-101 *et seq.* of the Utah Code (as amended) (the “Governmental Immunity Act”). Notwithstanding any provision to the contrary in this Agreement, (i) the obligations to indemnify, defend and/or hold harmless in this Agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and (ii) nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

d. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period may be extended by the non-defaulting Party so long as the defaulting party is pursuing a cure with reasonable diligence.

3. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

4. Service of Notices. All notices required or permitted under this MDA shall be given in writing by certified mail, postage prepaid; or personally; or by nationally-recognized overnight courier service to the street address used by the respective Party. Any Party may change its address for Notice under this MDA by giving written Notice to the other Party in accordance with the provisions of this Section.

a. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, UTA and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer.

(i) City: the initial representatives shall be the City Manager and Assistant City Manager, currently JJ Allen and Summer Palmer, 55 South State Street, Clearfield, Utah 84015.

(ii) UTA: the initial representatives shall be Director of Real Estate & TOD and the Project Manager for TOD, currently Jordan Swain and Paul Drake, 669 West 200 South, Salt Lake City, Utah 84101.

(iii) Master Developer: the initial representatives shall be a representative from Stack (Trevor Evans), 2801 N. Thanksgiving Way, Ste. 100, Lehi, Utah 84043; and a representative from Hamilton Partners (Ken Shields), 222 South Main Street, Ste. 1760, Salt Lake City, Utah 84101.

(iv) The Parties may change their designated representatives by Notice.

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VI. MISCELLANEOUS PROVISIONS

A. Amendment. This MDA, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter included herein. Any amendment to this MDA shall be in writing, signed by all Parties, and recorded against the Property.

B. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences or intent.

C. No Third Party Rights / No Joint Venture. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, UTA and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property, except as otherwise specifically provided in this MDA.

D. Assignability. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary herein, Master Developer shall have the right to assign its rights under this MDA to any "Affiliate" of Master Developer without obtaining the City's consent therefor. As used in this Section, "Affiliate" shall mean any person or entity controlling, controlled by or under common control with Master Developer (as used herein "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies and decision-making of such person or entity, through the ownership of voting interests) or Subdeveloper.

1. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from and have no liability with respect to any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

2. Grounds for Denying Assignment. The City may only withhold its consent if the assignee's ability to perform the obligations of Master Developer proposed to be assigned is in

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question, and the City provides a specific description of its objections in writing. Any refusal of the City to consent to an assignment shall be subject to the “Meet and Confer” process.

E. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

F. Severability. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and effect.

G. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; inability to obtain reasonable financing in the event of significant changes in the credit markets, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, pandemics, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

H. Time is of the Essence. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

I. Mutual Drafting. Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either Party based on which party drafted any particular portion of this MDA.

J. Applicable Law. This MDA is entered into in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah’s choice of law rules.

K. Venue. Any action to enforce this MDA shall be brought only in the Second Judicial District Court for the State of Utah, Farmington Department.

L. Recordation and Running with the Land. This MDA shall be recorded against the Property in the real property records of Davis County. This MDA shall be deemed to run with the land and shall be deemed binding upon the Parties, and all of their successors and assigns.

M. Authority / Good Standing.

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1. Master Developer represents and warrants to the City and UTA that (i) Master Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this MDA on behalf of Master Developer are duly authorized and empowered to bind Master Developer; and (iii) this MDA is valid, binding and enforceable against Master Developer in accordance with its terms.

2. City represents and warrants to Master Developer and UTA that (i) City is a Utah municipal corporation; (ii) City has power and authority pursuant to enabling legislation, the Act, City Laws, and the City Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of City are duly authorized and empowered to bind the City; and (iv) this MDA is valid, binding and enforceable against the City in accordance with its terms.

3. UTA represents and warrants to the City and Master Developer that (i) UTA is a large public transit district organized under the Utah Public Transit District Act; (ii) UTA has power and authority pursuant to authority and approval from the Act and other enabling legislation in the Utah Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of UTA are duly authorized and empowered to bind UTA; and (iv) this MDA is binding and enforceable against UTA in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

CLEARFIELD CITY, a municipal corporation

MAYOR
Date:

ATTEST:

City Recorder

CLEARFIELD STATION PARTNERS, LLC, a Utah Limited Liability Company

By:
Its:

11.16.2020

Date:

UTAH TRANSIT AUTHORITY

a large public transit district organized under the Utah Public Transit District Act

CAROLYN GONOT

Executive Director

Date:

PAUL DRAKE

Director of Real Property and Transit Oriented Development

Date:

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TABLE OF EXHIBITS

Exhibit “A” Description of Property

Exhibit “B-1” Master Development Plan

Exhibit “B-2” Illustrative Master Plan

Exhibit “C” Construction Steps

Exhibit “D” Impact Fee Costs

Exhibit “E” Responsibility for Project Infrastructure and Funding

Exhibit “F” Utility and Drainage Plan

Exhibit “G-1” Open Space Plan

Exhibit “G-2” Maintenance Responsibility Plan

Exhibit “H” Road Network Plan

Exhibit “I” Parking Stages Plan

**Exhibit C: Assignment & Assumption
Agreement Form**

ASSIGNMENT AND ASSUMPTION AGREEMENT
Pertaining to the Development Agreement Relating to the Clearfield
Station Project

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“*Agreement*”), dated as of the ____ of _____, 20____, is entered into by and between [_____] (“*Assignor*”), and [_____] (“*Assignee*”). Assignor and Assignee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. Utah Transit Authority, a large public transit district organized pursuant to Utah law (“*UTA*”) and Clearfield Station, LLC, a Utah limited liability company, have entered into that certain Development Agreement relating to the Clearfield Station Project, dated _____ (the “*Development Agreement*”), a copy of which is attached to this Agreement as EXHIBIT “A”, relating to the development of certain property master planned by Assignor situated in Clearfield, Utah.

B. [Description of company relationships and interests]

C. Assignee is a “*Development Company*” as defined in the Development Agreement.

D. Assignor desires to assign to Assignee the rights, including the Development Rights, and obligations contained in Development Agreement, and Assignee desires to accept such assignment and to assume all of Assignor’s duties and obligations in and under the Development Agreement, as of the Effective Date.

NOW, THEREFORE, in consideration of the promises and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

Section 1. Assignment and Delegation; Acceptance and Assumption. Subject to the provisions of Section 2 of this Agreement, and in conformance with the requirements of the Development Agreement:

1.1. Assignor hereby assigns, sets over and transfers to Assignee, and its successors-in-interest and assigns, all of Assignor’s legal and beneficial rights and interests in, under and pursuant to the Development Agreement as it relates to the Project, including the development rights associated with the Project, and delegates to Assignee all of Assignor’s duties, responsibilities and obligations to be performed by Assignor under the Development Agreement relating to the Project.

1.2. Assignee hereby:

(a) certifies that Assignee has read and understands all of the terms and conditions of the Development Agreement and the Declaration (as defined in the Development Agreement);

(b) acknowledges and agrees that it takes title to the real property for the Project subject to the terms and conditions of the Development Agreement and the Declaration;

(c) accepts the assignment of all of Assignor's legal and beneficial rights and interests in, under and pursuant to the Development Agreement pertaining to the Project; and

(d) assumes all of Assignor's duties and obligations under the Development Agreement, the Declaration as they pertain to the Project, and agrees to be bound by and perform all of the terms, covenants and conditions previously to be performed by Assignor as set forth in the Development Agreement and the Declaration.

Section 2. Assignor's Continuing Obligation. Notwithstanding the provisions of Section 1 of this Agreement, Assignee acknowledges that [describe any ongoing obligation].

Section 3. Assignee's Indemnity. Assignee covenants and agrees to indemnify, defend, and hold Assignor and any subsidiary or affiliate of Assignor, their respective directors, officers, members, managers, partners, employees, stockholders, representatives and agents and their respective successors and assigns, harmless from and against any and all actions, suits, proceedings, judgments, claims, causes of action, damages and liabilities, and all costs and expenses (including, without limitation, reasonable attorneys' and other consultants' fees and costs) incurred in connection therewith, based upon or arising out of any breach by Assignee of: (i) the Development Agreement occurring or alleged to have occurred from and after the Effective Date; and/or (ii) this Agreement.

Section 4. Assignor's Representations and Indemnity. Assignor hereby assigns to Assignee the rights that Assignor has and the Parties agree that Assignee is a third party beneficiary of all rights that Assignor may have against under the Development Agreement.

Section 5. Miscellaneous Provisions.

5.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and incorporates all prior agreements with respect to the subject matter hereof.

5.2. Modifications. This Agreement shall not be amended or otherwise modified except by a subsequent writing duly executed by the Parties.

5.3. Attorneys' Fees. If a Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, in an amount to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

5.4. Interpretation. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

5.5. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors-in-interest and assigns.

5.6. Governing Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah. The Parties agree and hereby consent and agree that any legal action with respect to this Agreement may be commenced and maintained in either the local courts in the County in which the Project is located, or in the United States District Court for the District in which the Project is located, and each Party hereby consents to the personal and subject matter jurisdictions of those courts. Each Party also agrees that venue is proper in either of those courts and waives any objection to venue.

5.7. Severability. If any provision of this Agreement is held to be void or unenforceable, in whole or in part: (i) such holding shall not affect the validity and enforceability of the remainder of this Agreement, including any other provision, paragraph or subparagraph; and (ii) the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

5.8. Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

By: _____

ASSIGNEE:

By: _____

EXHIBIT "A"
DEVELOPMENT AGREEMENT

Exhibit D: Property Ownership

**Exhibit F: Declaration, Covenants, Conditions, and
Restrictions Form**

CC&R's Being Drafted

**Exhibit G: Example of Promote, Equity
Allocations, and Returns to Parties**

Capital Contributions & Performance Thresholds

Equity & Distribution Priority		Allocation of Distributions		
Description	IRR	Promote	Bridge	Hamilton
Initial Equity Invested	0.0%	0.0%	88.5%	11.5%
Return of Capital	0.0%	0.0%	88.5%	11.5%
IRR Hurdle I	9.0%	0.0%	88.5%	11.5%
IRR Hurdle II	12.0%	20.0%	70.8%	9.2%
IRR Hurdle III	18.0%	35.0%	57.5%	7.5%
Thereafter	> 18%	45.0%	48.7%	6.3%

Annual	Closing	FY1	FY2	FY3	FY4	Net Profit
Cash Flows	(22,500,000)	5,000,000	5,000,000	5,000,000	40,000,000	32,500,000

Summary of Allocated Cash Flows

Description	Investors	Developer	Promote	Total
Initial Capital Invested	(19,912,500)	(2,587,500)	-	(22,500,000)
Cash from Ops, FY1-3	13,275,000	1,725,000	-	15,000,000
Final Distributions in FY4	26,548,278	3,449,776	10,001,946	40,000,000
Net Profit	19,910,778	2,587,276	10,001,946	32,500,000

Distributions in FY4	Investors	Developer	Promote	Total
1. Return Invested Capital	6,637,500	862,500	-	7,500,000
2. 9% Return on Capital	5,659,523	735,418	-	6,394,941
3. 12% Return on Capital	2,312,155	300,450	653,151	3,265,755
4. 18% Return on Capital	5,343,448	694,346	3,251,120	9,288,914
5. Dist. > 18% IRR	6,595,652	857,062	6,097,675	13,550,389
Total Distributions	26,548,278	3,449,776	10,001,946	40,000,000

Notes

The above example is based on annual cash flows for simplicity in this exhibit.

Actual distribution calculations shall be based on a monthly cash flows.

Details for determining these calculations are on the following page.

Bridge Account - Return of Capital

Beginning of Period	-	(19,912,500)	(15,487,500)	(11,062,500)	(6,637,500)
Bridge Equity Investment - 88.5%	(19,912,500)	-	-	-	-
Return of Capital Contributions	-	4,425,000	4,425,000	4,425,000	6,637,500
End of Period	(19,912,500)	(15,487,500)	(11,062,500)	(6,637,500)	-

Bridge Return of Capital	19,912,500	-	4,425,000	4,425,000	4,425,000	6,637,500
Hamilton Return of Capital	2,587,500	-	575,000	575,000	575,000	862,500
Total	22,500,000	-	5,000,000	5,000,000	5,000,000	7,500,000

Cash For Remaining Hurdles	-	-	-	-	32,500,000
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Bridge Cash Flow	(19,912,500)	4,425,000	4,425,000	4,425,000	6,637,500
Hamilton Cash Flow	(2,587,500)	575,000	575,000	575,000	862,500

Bridge Account - Hurdle I

Beginning of Peiord	-	(19,912,500)	(17,279,625)	(14,409,791)	(11,281,672)
Bridge Equity Investment - 88.5%	(19,912,500)	-	-	-	-
Distributions - Return of Capital	-	4,425,000	4,425,000	4,425,000	6,637,500
Accrual (Bridge) 9.0% Return	-	(1,792,125)	(1,555,166)	(1,296,881)	(1,015,351)
Distributions - Hurdle I	-	-	-	-	5,659,523
EOP	(19,912,500)	(17,279,625)	(14,409,791)	(11,281,672)	-

Bridge Hurdle I Distribution - 88.5%	-	-	-	-	5,659,523
Hamilton Hurdle I Distribution - 11.5%	-	-	-	-	735,418
Promote Hurdle I Distribution - 0.0%	-	-	-	-	-
Total	-	-	-	-	6,394,941

Cash Available After Hurdle I	-	-	-	-	26,105,059
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Bridge Cummlative CF - Hurdle I	(19,912,500)	4,425,000	4,425,000	4,425,000	12,297,023
Hamilton Cummulative CF - Hurdle I	(2,587,500)	575,000	575,000	575,000	1,597,918

Bridge Account - Hurdle II

Beginning of Peiord	-	(19,912,500)	(17,877,000)	(15,597,240)	(13,043,909)
Bridge Equity Investment - 88.5%	(19,912,500)	-	-	-	-
Distributions - Return of Capital	-	4,425,000	4,425,000	4,425,000	6,637,500
Distributions - Hurdle I	-	-	-	-	5,659,523
Accrual (Bridge) 12.0% Return	-	(2,389,500)	(2,145,240)	(1,871,669)	(1,565,269)
Distributions - Hurdle II	-	-	-	-	2,312,155
EOP	(19,912,500)	(17,877,000)	(15,597,240)	(13,043,909)	-

Bridge Hurdle II Distribution - 70.8%	-	-	-	-	2,312,155
Hamilton Hurdle II Distribution - 9.2%	-	-	-	-	300,450
Promote Hurdle II Distribution - 20.0%	-	-	-	-	653,151
Total	-	-	-	-	3,265,755

Cash Available After Hurdle II - - - - 22,839,303

Bridge Cash Flow Through Hurdle II	(19,912,500)	4,425,000	4,425,000	4,425,000	14,609,178
Hamilton Cash Flow Through Hurdle II	(2,587,500)	575,000	575,000	575,000	1,898,368

Bridge Account - Hurdle III

Beginning of Peiord	-	(19,912,500)	(19,071,750)	(18,079,665)	(16,909,005)
Bridge Equity Investment - 88.5%	(19,912,500)	-	-	-	-
Distributions - Return of Capital	-	4,425,000	4,425,000	4,425,000	6,637,500
Distributions - Hurdle I	-	-	-	-	5,659,523
Distributions - Hurdle II	-	-	-	-	2,312,155
Accrual (Bridge) 18.0% Return	-	(3,584,250)	(3,432,915)	(3,254,340)	(3,043,621)
Distributions - Hurdle III	-	-	-	-	5,343,448
EOP	(19,912,500)	(19,071,750)	(18,079,665)	(16,909,005)	-

Bridge Hurdle III Distribution - 57.5%	-	-	-	-	5,343,448
Hamilton Hurdle III Distribution - 7.5%	-	-	-	-	694,346
Promote Hurdle III Distribution - 35.0%	-	-	-	-	3,251,120
Total	-	-	-	-	9,288,914

Exhibit H: Claim of Confidentiality Form

Effective 5/14/2019

63G-2-309 Confidentiality claims.

- (1)
 - (a)
 - (i) Any person who provides to a governmental entity a record that the person believes should be protected under Subsection 63G-2-305(1) or (2) or both Subsections 63G-2-305(1) and (2) shall provide with the record:
 - (A) a written claim of business confidentiality; and
 - (B) a concise statement of reasons supporting the claim of business confidentiality.
 - (ii) Any of the following who provides to an institution within the state system of higher education defined in Section 53B-1-102 a record that the person or governmental entity believes should be protected under Subsection 63G-2-305(40)(a)(ii) or (vi) or both Subsections 63G-2-305(40)(a)(ii) and (vi) shall provide the institution within the state system of higher education a written claim of business confidentiality in accordance with Section 53B-16-304:
 - (A) a person;
 - (B) a federal governmental entity;
 - (C) a state governmental entity; or
 - (D) a local governmental entity.
 - (b) A person or governmental entity who complies with this Subsection (1) shall be notified by the governmental entity to whom the request for a record is made if:
 - (i) a record claimed to be protected under one of the following is classified public:
 - (A) Subsection 63G-2-305(1);
 - (B) Subsection 63G-2-305(2);
 - (C) Subsection 63G-2-305(40)(a)(ii);
 - (D) Subsection 63G-2-305(40)(a)(vi); or
 - (E) a combination of the provisions described in Subsections (1)(b)(i)(A) through (D); or
 - (ii) the governmental entity to whom the request for a record is made determines that the record claimed to be protected under a provision listed in Subsection (1)(b)(i) should be released after balancing interests under Subsection 63G-2-201(5)(b) or 63G-2-401(6).
- (2)
 - (a) Except as provided in Subsection (2)(b) or by court order, the governmental entity to whom the request for a record is made may not disclose a record claimed to be protected under a provision listed in Subsection (1)(b)(i) but which the governmental entity or State Records Committee determines should be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal.
 - (b) Subsection (2)(a) does not apply where the claimant, after notice, has waived the claim by not appealing or intervening before the State Records Committee.
- (3) Disclosure or acquisition of information under this chapter does not constitute misappropriation under Subsection 13-24-2(2).

Amended by Chapter 254, 2019 General Session



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Director Innovative Mobility Solutions
Todd Mills, Director of Supply Chain

TITLE:

Contract: On-Demand Technologies and Innovative Mobility Services (River North Transit LLC - Via)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve Master Services Agreement and Authorize Interim Executive Director to execute contract with River North Transit LLC (Via) for On-Demand Technologies and Innovative Mobility Services for a five-year period of performance.

BACKGROUND:

In January 2021 UTA's Innovative Mobility Solutions Department released an RFP to procure an experienced contractor with capabilities of providing new and emerging on-demand technologies and services which support UTA microtransit, paratransit, fixed route, or vanpool services throughout the UTA service area using Transportation as a Service, Software as a Service, and Mobility as a Service solutions. In alignment with UTA's Five-Year Service Plan and other innovative goals and objectives, UTA desires to implement new and innovative pilots or services over the next five years on an as needed basis. River North Transit (Via) was selected as the best value solution to meet UTA requirements.

DISCUSSION:

The purpose of this Master Services Agreement is to improve operations and service for our customers by utilizing new and emerging on-demand technologies which support UTA microtransit, paratransit, fixed route, or vanpool services throughout the UTA service area using solutions such as Transportation as a Service, Software as a Service, and Mobility as a Service solutions. In alignment with UTA's Five-Year Service Plan (5YSP) and other innovative goals and objectives, UTA may determine to implement new and innovative pilots and/or

services over the next five years utilizing a Master Services Agreement on an as-needed basis. These services include the following:

Transportation as a Service Solutions: Contractor provided, turn-key operating solutions, which provide innovative, on-demand and technology enabled mobility services.

Software as a Service Solutions: Contractor provided innovative technologies or mobile app solutions to support the deployment of UTA operated services such as mobility on-demand and microtransit services, prescheduled Americans with Disabilities Act compliant paratransit software systems, fixed route bus seat reservation software systems, vanpool seat reservation software systems, or other vehicle dispatching, scheduling, and routing services.

Mobility-as-a-Service Solutions: Ability to integrate Transportation as a Service and Software as a Service solutions with UTA and other mobility providers, public or private, which enhance the overall transportation system along the Wasatch Front region. This includes but is not limited to integrated discovery of travel options, trip planning, ride booking, payment solutions, and customer information systems across various modes, service providers, and platforms.

Individual service orders will be issued for specific projects based on the cost models provided in the contractor's proposal. Service orders exceeding the Board approval dollar threshold will be presented to the Board for approval.

Future Opportunities: Contractor support for planning, researching, developing and testing new service needs, leverage emerging technologies, and exploration of different service models. This future flexibility allows UTA to be innovative, nimble, respond to evolving customer and agency priorities, and to explore new ideas not anticipated at the time of the RFP.

NOTE: Via has requested that its proprietary financial models be protected from public disclosure. Therefore, a redacted copy of the Agreement is included in the meeting packet.

CONTRACT SUMMARY:

Contractor Name:	River North Transit LLC (Via)
Contract Number:	20-03399BM
Base Contract Effective Dates:	August 2021 - 2026 The period of performance shall commence on the date the first service task is issued and continue for a period of 60 months from such issuance date.
Extended Contract Dates:	
Existing Contract Value:	
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$32,761,486 estimated
Procurement Method:	Request for Proposal (RFP)
Funding Sources:	UTA operating budget, stakeholder funding, State and Federal grants.

ALTERNATIVES:

None

FISCAL IMPACT:

Cost estimates are based upon assumptions over five years for new innovative services as described in the Five-Year Service Plan. Actual implementation of services or pilots may vary over the next five years which may affect these assumptions and cost estimates. Budgeting and funding for services will be developed as part of UTA's annual budgeting process, maybe reallocated from existing UTA services, or maybe obtained through other partnerships and grant opportunities. This is an "On-Call" contract and Scope of Service agreements will be developed for each service or project with not to exceed amounts established.

Total contract estimate assuming full implementation of services between 2021 and 2026 is \$32,761,486.

ATTACHMENTS:

1. 20-03399BM UTA-Via Mobility On Demand MSA signed VIA Redacted



UTA CONTRACT NO. 20-03399BM

ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES

This Master Services Agreement (MSA or Contract) 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 RIVER NORTH TRANSIT LLC, a wholly owned subsidiary of Via Transportation, Inc. (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for On Demand Technologies and Innovative Mobility Services (“Work”).

WHEREAS, On January 11, 2021, UTA issued Request for Proposal Package Number 20-03399BM (“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. This MSA sets forth the general scope of services (Work) and pricing for the services to be acquired hereunder. However, service task order shall be issued for discreet projects or tasks to be performed under the MSA. Each discreet task shall be negotiated using the Not-to-Exceed pricing specified in Exhibit B of this MSA once specific scope and requirements are identified. Specific service task orders shall be issued as Amendments to this MSA. All terms of this MSA shall apply to each amendment unless specifically superseded by a provision in the amendment. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically

Contractor makes a claim of confidentiality under Utah Code Annotated 63G-2-309. Contract and Exhibits are claimed to be Protected Records under Utah Code Annotated 63G-2-305 subsections (1) and (2).

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 state and federal 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 who meet any applicable state and federal licensing or other eligibility requirements 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.
- f. Consultant and UTA shall work together in a spirit of collaboration while recognizing UTA's responsibility as the provider of public transit services and Consultant's role as a service provider to UTA.
- g. Any outreach or communications with UTA's stakeholders or constituent cities, towns or local governments will be done in collaboration with UTA. Consultant shall not initiate or respond directly to communications with UTA constituents or stakeholders but shall refer all such inquiries or communications back to UTA.

2. MANAGEMENT OF WORK/ISSUANCE OF SERVICE TASK ORDERS

- 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.
- c. Service Task Orders (STOs) within the general scope of this MSA shall be issued by UTA once the requirements for specific tasks or projects become identified. Each STO shall be issued with a defined scope of work and a not-to-exceed price based on the rates and prices contained in Exhibit B. The Consultant shall provide a proposal for each STO once requested by UTA containing a description of Work along with an NTE. The Consultant shall not begin work on a STO until specifically authorized by the UTA Program Manager.
- d. STOs shall be issued using the form contained at Exhibit D.

Contractor makes a claim of confidentiality under Utah Code Annotated 63G-2-309. Contract and Exhibits are claimed to be Protected Records under Utah Code Annotated 63G-2-305 subsections (1) and (2).

3. PROGRESS OF WORK

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

4. PERIOD OF PERFORMANCE

The Effective Date of this MSA shall be the last date of signature below. The Period of Performance shall commence on the date the first service task is issued hereunder and shall continue for a period of 60 months from such issuance date. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B.
- b. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work

Contractor makes a claim of confidentiality under Utah Code Annotated 63G-2-309. Contract and Exhibits are claimed to be Protected Records under Utah Code Annotated 63G-2-305 subsections (1) and (2).

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 MSA (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

- A. In the Scope of Services;
- B. In the method or manner of performance of the Work; or
- C. In the schedule or completion dates applicable to the Work.

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

Contractor makes a claim of confidentiality under Utah Code Annotated 63G-2-309. Contract and Exhibits are claimed to be Protected Records under Utah Code Annotated 63G-2-305 subsections (1) and (2).

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

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

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

9. INVOICING PROCEDURES

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

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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, models and samples (collectively “Work Product”), shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. For the avoidance of doubt, the parties acknowledge and agree that no Work Product is contemplated unless otherwise explicitly agreed in writing. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor including without limitation any developments to such preexisting intellectual property which may occur during the term of this Contract, Contractor hereby grants UTA a fully paid, limited license for the term otherwise agreed to by the Parties in one or more Service Task Orders to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants. UTA acknowledges and agrees that Contractor may use any of UTA’s data in order for Contractor for the sole purpose of providing the Services contemplated in Exhibit A and any Service Task Order and to otherwise enhance the services offered by Contractor.

11. USE OF SUBCONTRACTORS

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant’s Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis.
- f. Consultant further agrees that all subcontractors and subcontracts shall comply with all applicable state and federal laws.
- g. UTA agrees that none of the following shall be deemed to constitute a subcontractor under this MSA nor shall Contractor be deemed to have employed any of the following, directly or indirectly : (i) independent contractor driver partners of Contractor, (ii) any vehicle supply partner of Contractor offering vehicle leasing or rental options to such independent contractor driver partners, or (iii) any third-party technology vendor offering solutions integrated by Contractor into its technology solution or otherwise used by Contractor.

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12. KEY PERSONNEL

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

13. [INTENTIONALLY OMITTED]

14. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract and any service task order issued at any time after the first three month anniversary of the Agreement by providing 90 days advance written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
 - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA’s own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
 - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 - 3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

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any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

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

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

17. PUBLIC INFORMATION.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA) except to the extent such materials are subject to exemptions under GRAMA, including but not limited to applicable trade secrets, confidential commercial or financial information, and personal information. Contractor’s response to the solicitation for the Contract will also be a public document subject to GRAMA, subject to all potentially applicable exemptions under GRAMA. Contractor has provided a written claim of confidentiality as required under UCA 63G-2-309, noting that this contract and related materials disclose details regarding its confidential

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business methods, including its unique methods to pricing and operationalizing on-demand transportation solutions which, if disclosed could unduly benefit Contractor’s competitors. Accordingly, in the event that UTA receives a request under GRAMA or otherwise to disclose this Contract or any of the other related materials referenced above, UTA agrees to provide Contractor timely notice of such a request and to assist Contractor in invoking any applicable exemptions.

18. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as “Indemnities”) 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 grossly negligent 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 Indemnities, 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 Indemnities.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER EACH PARTY’S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO CONTRACTOR UNDER THIS AGREEMENT. UTA must bring all claims and causes of action within six (6) months of their being discovered or one (1) year after the expiration or termination of the Order out of which the claim arises, whichever comes first. The limitations and exclusions in this Section 18 apply to all claims or causes of action whatever theory brought and regardless of whether a party was advised of the possibility of a claim.

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

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used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain

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in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

20. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnities 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 Indemnities against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of

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

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority

Time Limit

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UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chief Planning and Engagement Officer/ Via Transportation, Inc.'s VP of Transportation-as-a-Service	Five calendar days
UTA's Executive Director/ Via Transportation, Inc.'s Global Head of Operations	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

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If to UTA:
Utah Transit Authority
ATTN: Brian Motes
669 West 200 South

with a required copy to:
Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South

If to Consultant:
River North Transit LLC c/o Via Transportation Inc.
10 Crosby Street, 2nd Floor
New York, NY 10013

With a required copy to:
legal@ridewithvia.com

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

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

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

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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. ANTIDISCRIMINATION

1. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.
2. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

32. NO THIRD-PARTY BENEFICIARY

The parties enter 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.

33. FORCE MAJEURE

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

34. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Pursuant to the Utah Anti-Boycott of Israel Act (UCA 63G-27-101), Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

35. SEVERABILITY

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective

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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.

37. AMENDMENTS

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

38. 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.

39. 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.

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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 _____
Mary DeLoretto
Interim Executive Director
Date: _____

By _____
Nichol Bourdeaux
Chief Planning and Engagement Officer
Date: _____

By _____
Michael Bell
UTA Legal Counsel
Date: _____

RIVER NORTH TRANSIT LLC:

DocuSigned by:
By Erin Abrams
Name Erin Abrams
Title Manager
Date: 7/29/2021

By _____
Name _____
Title _____
Date: _____

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EXHIBIT A – GENERAL SCOPE OF SERVICES (WORK)

Note: Specific Service Task Orders shall be issued as needed which will contain a more detailed description of the work to be accomplished which is generally associated with the broadly construed scope of work described below.

A. SCOPE OF WORK

Plan, design, operate, and provide on-demand services and other innovative technologies which support UTA microtransit, paratransit, fixed route, or vanpool services throughout the UTA service area in support of UTA’s Five-Year Service Plan (5YSP) and other innovative strategic goals and objectives. All types of services provided under an agreement must be State and Federally compliant, Americans with Disabilities Act (ADA) complaint, and Title VI compliant as to provide equitable services to the communities served by UTA. In addition to compliance, with all types of service provided under this agreement UTA will consider how to advance access to opportunities and improve transportation equity by continually reviewing service delivery, ridership, and community feedback.

1. TRANSPORTATION AS A SERVICE (TaaS) SOLUTIONS

Plan, design, operate, and iterate on-demand and microtransit services/pilots utilizing TaaS models to support UTA’s 5YSP and other on-demand services as determined by UTA. TaaS solutions should include a full turn-key solution which supports all aspects of a service/pilot including, but not limited to, contractor provided technology solutions (mobile app), vehicles, vehicle maintenance and cleaning, drivers, and customer service capabilities. The contractor should be able to provide the following services as part of a TaaS solution.

1.1 Personnel

- Provide all necessary personnel such as drivers, mechanics (or maintenance contracts), administrative, customer service agents, project managers, and others to successfully operate a TaaS service:
 - Contractor provided, qualified drivers with good customer service skills, serving people with disabilities, mobility devices, and legally qualified for safe vehicle operations.
 - Contractor should establish minimum standards and driver qualification requirements pursuant to applicable state and federal regulations if applicable which instill an elevated level of public confidence and safety when using the service.
 - Contractor to ensure that a Utah Bureau of Criminal Identification (BCI) background check is conducted on all drivers as part of driver recruitment.
 - Contractor to conduct drug testing as part of driver recruitment, including following all applicable Federal Transit Administration (FTA) guidelines on post incident/accident drug and alcohol testing or reasonable suspicion drug and alcohol testing.
 - Contractor to provide all technical onboarding and support as well as implement a structure for ongoing safety and service reminders
 - Ability to adapt onboarding and other informational materials to ensure that personnel are made aware of applicable future changes or requirements by the State of Utah, Federal Transit Administration, Center for Disease Control and Prevention, etc.

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- UTA has contracted with the Utah Division of Services for People with Disabilities (DSPD) to provide paratransit services to and from a person’s home or living facility or community habilitations program or facilities that provide day support. In addition to the requirements above all driving personnel should meet DSPD requirements in order to transport a DSPD paratransit customer:
 - Maintain a current driver license as required in accordance with Utah State law.
 - Drivers are not permitted to provide services to DSPD customers without direct line-of-sight supervision until the staff receives onboarding for working with persons with disabilities, as documented by the vendor, and until the staff passes a background check as required in Utah Code 62A-2-120(1)(a)(iv).
 - Drivers are approved per initial registration background screening application approvals, as described in R501-14, utilizing the standards described in Utah Code 62A-5-103.5(5).
 - Drivers are familiar with, and annually review, sign, and comply with the DSPD Code of Conduct (to be provided by UTA).
 - Ability to adapt to future changes or requirements by the DSPD.

1.2 Vehicles

- Contractor supplied vehicles including options for traditional fuel and electric vehicles. Vehicles should meet ridership demand, service parameters, and perform safely in weather conditions common to the Wasatch Front Region.
- Ability to expand or reduce vehicles as required to meet changes in service demand or expansion.
- Provide Americans with Disabilities Act (ADA) compliant wheelchair accessible vehicles (WAV) to provide an equivalent level of service for customers requiring a WAV.
- Vehicles to remain in a state of good repair, all maintenance to be managed by the contractor.
- Vehicles to be cleaned regularly by the contractor.
 - Contractor to provide enhanced cleaning procedures to ensure customer health and safety (i.e. support COVID-19 cleaning and safety protocols as recommended by the Centers for Disease Control and Prevention (CDC)).

1.3 Vehicle Storage Facilities

- UTA will collaborate with the contractor to identify optimal vehicle storage locations which UTA may own or lease as part of a TaaS service. In the event UTA and the contractor are unable to identify an optimal vehicle storage location, the contractor will be required to identify on their own and lease an optimal vehicle storage facility.

1.4 Fuel

- UTA has established partnerships in the fleet fueling industry to obtain discounted fuel rates for various UTA fleets and services. If UTA and the contractor deploy a service which uses traditional fuel vehicles, UTA will provide the contractor with access to its fuel card network and establish an independent account for the sole purpose of fueling vehicles which are operated as part of a TaaS solution. Fuel card services are customizable, and the contractor will determine the level of desired reporting and controlled spending limits on a card-by-card basis.
- UTA will pay the monthly fuel expenses in a TaaS solution to optimize the fuel discounts received which thereby reduce operating costs. The contractor should not include fuel costs in any TaaS pricing models.

1.5 Electric Vehicle Charging

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- If UTA and the contractor deploy a service which uses an electric vehicle or fleet of electric vehicles, UTA will collaborate with the contractor to identify optimal vehicle charging locations. Responsibility for payment of electric vehicle charging expenses will be determined on a case-by-case basis. Contractor and UTA shall continuously seek to advance, optimize and implement electric and renewable energy vehicle technologies.

1.6 Ride Booking Technologies

- A consumer-facing smartphone application for a fully automated scheduling, dispatching and reserving demand responsive transit service as described in **Section 2, Software as a Service (SaaS) Solutions.**

1.7 Customer Support Services

- To be provided by the contractor with additional UTA support through the UTA Customer Service Department.
- Maintain ADA compliance and ability to communicate with, book on-demand, and pay for ride services through telephone or web-based services for customers without a smartphone.

1.8 Insurance

- Contractor shall maintain insurance for all operations of a TaaS service and provide proof of said insurance to UTA. Insurance requirements and types are described in Part 4 of this RFP.

1.9 Regulations and Compliance

- Compliance with Title VI and Americans with Disabilities Act (ADA) regulations.
- Compliance with any other required items for legally and safely operating a transportation service in the State of Utah.
- Compliance with any other required items for legally and safely operating a transportation service in accordance with federal regulations.

1.10 Operating Plans and Policies

- Contractor provided service implementation plans.
- Contractor provided standard operating procedures, safety plans and procedures, and project evaluation plans.
- Ability to transport minors traveling with or without an adult as per UTA policy.

1.11 Marketing and Communications

- UTA marketing personnel and marketing consultants will generally lead the creation of a marketing strategy and plan, customer acquisition plan, and any related marketing collateral. The contractor shall collaborate in these efforts to ensure marketing material is on-brand, following best practices, and to share lessons learned from previous experience.
- The contractor will work with UTA on promotional and marketing efforts under general strategy.
- UTA's preference is to be a UTA branded service.

1.12 Iterations

The contractor shall work with UTA to be responsive to lessons learned and customer feedback to iterate aspects of the service/pilot as quickly as possible. As the service evolves, UTA may desire to explore additional features such as:

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- Ability to accommodate child seats, strollers, service animals, bicycles, winter sport equipment, other passenger cargo, etc.
- Electric vehicle fleets.
- Automated and autonomous vehicles.
- Other features to be determined as guided by UTA and vendor recommendations and customer feedback.

2. SOFTWARE AS A SERVICE (SaaS) SOLUTIONS

Provide technologies, mobile app solutions, UTA project support, and customer support services for on-demand and microtransit services/pilots, TaaS solutions (as described above), ADA compliant paratransit software services, fixed bus route seat reservation services, and vanpool seat reservation services. UTA prefers to limit the customer facing technologies to a single app as to provide a unified transportation system and experience which is simple and easy to use for the customer. The contractor should be able to provide the following services as part of a SaaS solution.

2.1 Ride Booking Technologies

- A consumer-facing smartphone application for a fully automated scheduling, dispatching, and reserving demand responsive transit service.
- ADA compliant prebooking services.
- A concierge service interface for UTA staff to book a trip on the behalf of a customer or for customers who do not have or do not choose to use a smart phone.
- Ability for caretakers to book a trip for select customers with disabilities, as determined by UTA.
- An intake system which is capable of intelligently pooling customer pick-ups and drop-offs.
- Ability to integrate with UTA systems and applications.
- Ability to transport minors traveling with or without an adult as per UTA policy.
- Customer access to account and ride history (when utilizing a smartphone application).

2.2 Trip Characteristics

The following is a list of UTA desired trip characteristics. The contractor provided technology solution should allow for UTA and the contractor to make adjustments or changes to the trip characteristics on a case-by-case basis:

- Pooled rides of 1 or more passengers.
- Maximum wait time for pickup: 25 minutes.
- Average wait time for pickup: 15 minutes or less.
- Percent of ride requests completed: 80% or higher.
- Average walk distance to stop: 0.10 miles.
- Maximum walk distance to stop: 0.25 miles.
- Maximum total trip time from boarding to alighting: Customer experience is an acceptable alternative to driving a personal vehicle.
- Equivalent service standards and pick-up wait times for WAV requests.

2.3 Driver Facing Technologies

- A driver facing technology which supports the operations of on-demand and advanced reservation services as described in this RFP.
- Drivers should have easy access to technology that supports exceptional customer service and safe driving.

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- Contractor to provide detailed specifications on driver app, safety technology (i.e. telematics or cameras), and other relevant driver-facing interfaces.

2.4 Routing

- A dynamic routing algorithm able to combine trips that generates pick-up and drop-off locations as well as vehicle routing.
- Ability to set parameters for either scheduled service points, virtual service points, or customer determined service points within a service area or zone.
- Ability to provide corner-to-corner service for customers to obtain operational efficiencies (requiring customer to walk certain distances to meet a vehicle, to be determined by UTA).
- Ability to provide curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties (to be determined by UTA).
- Ability to add passengers to a route in progress.
- Maximum time added based on reroute to pick-up passengers: Customer experience is not more than 5 minutes late from the quoted time.
- Ability to integrate with UTA systems.
- Ability to continuously improve routing and mapping based on customer feedback, safety concerns, etc.

2.5 Passenger Pick-Up

- Safety for all users (including bicyclists and pedestrians) to be prioritized in all passenger pick-up locations (vendors should not pick-up passengers in bike lanes or other areas that effect the safety of bicyclists or pedestrians).
- Maximum driver wait time for passenger pickup: 3 minutes.
- Customers to see pick-up location and trip routing via smartphone app.
- If necessary, customers to communicate directly with driver to coordinate pick-up.

2.6 Passenger Drop-Off

- Safety for all users (including bicyclists and pedestrians) to be prioritized in all passenger drop-off locations (vendors should not drop-off passengers in bike lanes or other areas that affect the safety of bicyclists or pedestrians).
- Customers to see drop-off location and trip routing via smartphone app.

2.7 Connections to Paratransit Services

- Coordinated connections with UTA paratransit services which optimizes the customer experience and minimizes wait times between on-demand and paratransit services.
- Ability to integrate with UTA's systems and applications such as Trapeze, to provide driver and/or passenger information regarding their connecting service.
- Ability to pre-schedule a connection to Paratransit services in advance.
- Ability to pre-schedule recurring connections (subscription trips).

2.8 Fixed Route Bus and Vanpool Reservation Services

- Using a reservation system, allow UTA customers to book a seat in advance on a bus they wish to take. The customer should be able to track their vehicle in real-time prior to pick-up with an active driver app onboard each bus or vanpool.
- Advance ride booking features allowing customers to book their seat days or minutes in advance, as determined by UTA.

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- Advanced ride booking features allowing customers to pay for their trip.
- Ability to control the number of available seats or capacity limits on each vehicle in order to enable effective and safe social distancing.
- If a rider requests a ride on a bus that is at maximum capacity, they should be able to request a different time.

2.9 Fare Payment

- Inclusion of UTA electronic and paper fare products transferable to other UTA services and modes.
- Ability to provide promotional or discounted fares.
- Fare structure that accommodates customer-specific discounts (i.e. reduced senior rate).
- Payment to be verified/validated via smartphone or a physical ticket.
- Fare revenue remitted to the agency or deducted from monthly billing.
- Auditable fare revenue collection process; flow of funds to be certified.
- Ability to accept unbanked customers without access to debit or credit cards.
- Payment Card Industry (PCI) compliance for credit card collection services.
- Alternatives to cash fare collection (UTA currently collects cash on all its local services. The agency is open to testing alternatives to cash collection).

2.10 Customer Support

- If necessary, access to contractor’s customer support services to book on-demand and pay for ride services through telephone or web-based services for customers without a smartphone.

3. MOBILITY AS A SERVICE (MaaS) SOLUTIONS

Ability to integrate TaaS and SaaS solutions with UTA and other mobility providers, public or private, which enhance the overall transportation system along the Wasatch Front region:

- MaaS requires open APIs that allow for integration flexibility.
- Integration with existing UTA-preferred trip planning applications (currently these are Transit App, Google Maps, and Trapeze).
- Integration with UTA fare payment systems and technologies such as UTA’s smart card for fare payment (FAREPAY) and mobile ticketing app Go Ride (currently operated by Passport).
- Integrations with future UTA fare payment systems and 3rd party software providers.
- The core intent of MaaS is to provide an option that is as reliable and as flexible as owning a private vehicle, at a fraction of the cost.

4. FUTURE OPPORTUNITIES

As these requirements are not yet known, it is not possible to outline a scope of work for future opportunities. Contractors should expect that UTA will surface new needs which require fresh scoping and cost estimates. Contractor and UTA would then collaborate to develop a new scope of work agreement for additional pilots or services.

5. SUPPORT SERVICES

5.1 Project Management and Support

- On-demand and microtransit simulation services.

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- On-demand and microtransit planning and support.
- Project management team and support.
- Customer service support.
- Data analytics support.
- Marketing and communications services and support.
- Other support as necessary.

5.2 Metrics

The following metrics will be used to evaluate a service or pilot, as applicable. Contractor should collaborate with UTA to define or provide other relevant metrics which support the evaluation of project goals and objectives if not listed below:

Service Metrics

- Standard National Transit Database data
- Number of customers
- Number of customers per vehicle hour (utilization)
- Number of unique users
- Number of app downloads
- Number of repeat users
- Number of new UTA transit users
- Percent of shared rides
- Percent of trips to/from transit hubs (geofenced)
- Number of vehicles in service by vehicle type
- Other service metrics relevant to UTA contracted services such miles between accidents, avoidable vs. non-avoidable accidents, miles between breakdowns, customer complaints, etc.

Customer Experience Metrics

- Average wait time as measured from the ride request to passenger pick up
- On-time performance as measured from the quoted pick up time to the actual pick up time
- Percent of ride requests completed v. cancelled due to lack of supply
- Usage through app v. call center
- Customer satisfaction rating
- Usage of various UTA fare products
- Equivalent service for customers requiring WAVs
- Usage of WAVs or other accessible mobility options
- Performance to customer service targets
- Trip characteristics such as pick up time stamp, origin, and travel distance

Economic Metrics, as Applicable

- Cost per rider
- Cost per hour
- Cost per vehicle-hour
- Cost per vehicle

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5.3 Evaluation

Reporting on metrics should begin with a benchmarking of existing conditions prior to service/pilot launch. Metrics should be collected and reported to UTA on a regular basis (as determined by UTA and the contractor) including a quarterly report. Each quarterly report should include proposed changes and iterations for the next reporting period and include any significant changes that need to be made to the program.

5.4 Data

UTA desires full access and ultimate ownership of all data associated with the pilot to shape strategic planning efforts. The exact data requirements will be determined prior to project launch and may be updated.

The contractor shall work with UTA to provide data via an API and/or an online reporting portal, dashboard, or an auto-generated report. See data requirement details under **Part 2, Procurement Process Information**. While UTA needs detailed usage data to understand aggregate travel patterns, UTA does not want to receive any personally identifiable information.

Data shall be made available in a manner that protects user privacy. Vendor shall notify UTA and customers of any data breach, privacy violations, and/or other incidents within thirty (30) days of event.

5.5 UTA Provisions

The following list is a summary of what UTA may provide to support the operations of on-demand services and technologies. **It is assumed that the selected service provider would handle all other aspects.**

- To help manage and scale a service or pilot:
 - Strategic program oversight.
 - Program budget.
- To help promote a service or pilot:
 - Marketing support.
 - Public sector engagement with local governments and non-profits.
 - Private sector engagement with business partners, large employers, etc.
 - Public relations, community outreach, and communications support.
 - Limited time discounts to encourage trial.
- To help plan and operate a service or pilot:
 - Curb space at UTA transit hubs.
 - Wayfinding signage at UTA transit hubs.
 - Guidance on regulatory compliance.
 - Guidance on ADA requirements and serving customers with disabilities.
 - Dispatch support for paratransit customers needing paratransit connections.
 - Safety and security support.
 - UTA Police Department support.
 - Customer service and/or customer service support.

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EXHIBIT B – PRICING

Note: Specific Service Task Orders shall be issued as needed which will contain a detailed description of work to be performed and detailed NTE pricing based upon the pricing information shown below.

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River North Transit LLC

(a wholly owned subsidiary of Via Transportation, Inc.)
160 Varick Street, 4th Floor, New York, NY 10013

Subject: RFP for On-Demand Technologies and Innovative Mobility Services (#20-03399BM)
To: Utah Transportation Authority (UTA)
Attn: Brian Motes, Procurement and Contracts Specialist

Dear Mr. Motes,

Please find herein River North Transit LLC’s (“Via”) **Price Proposal** in response to the Utah Transit Authority’s (UTA) RFP for On-Demand Technologies and Innovative Mobility Services.

In the pages that follow, we provide:


- An overview of **Via’s cost formula** for TaaS, SaaS, and MaaS Solutions, as well as Future Opportunities and Support Services for UTA over the life of the agreement
- A **TaaS** price proposal for the **South Davis County on-demand Pilot** (using the above cost models)
- A **SaaS** price proposal for the **Tooele County on-demand Pilot** (using the above cost models)
- **Pilot zone calculations** using the above cost models
- Via’s innovative approaches to financial partnerships

Via is committed to delivering the best value for money to UTA. With over 200 deployments around the world, direct familiarity with the Wasatch Front Region, and experience operating a TaaS service for UTA, our proposal reflects a realistic understanding of the scope of effort and resources required to provide the services outlined by UTA.

Our pricing terms are flexible; we are experienced at structuring our pricing within various budget constraints and according to distinct service priorities. We welcome further conversation to discuss contract terms and option years to ensure we provide the best solution available to meet UTA’s needs and budget.

If UTA has any questions on this proposal, we would be happy to provide additional information.

Authorized Corporate Officer:



Alex Lavoie
 Manager, River North Transit LLC
 Global Head of Operations, Via
 Transportation, Inc.

Authorized Contacts:

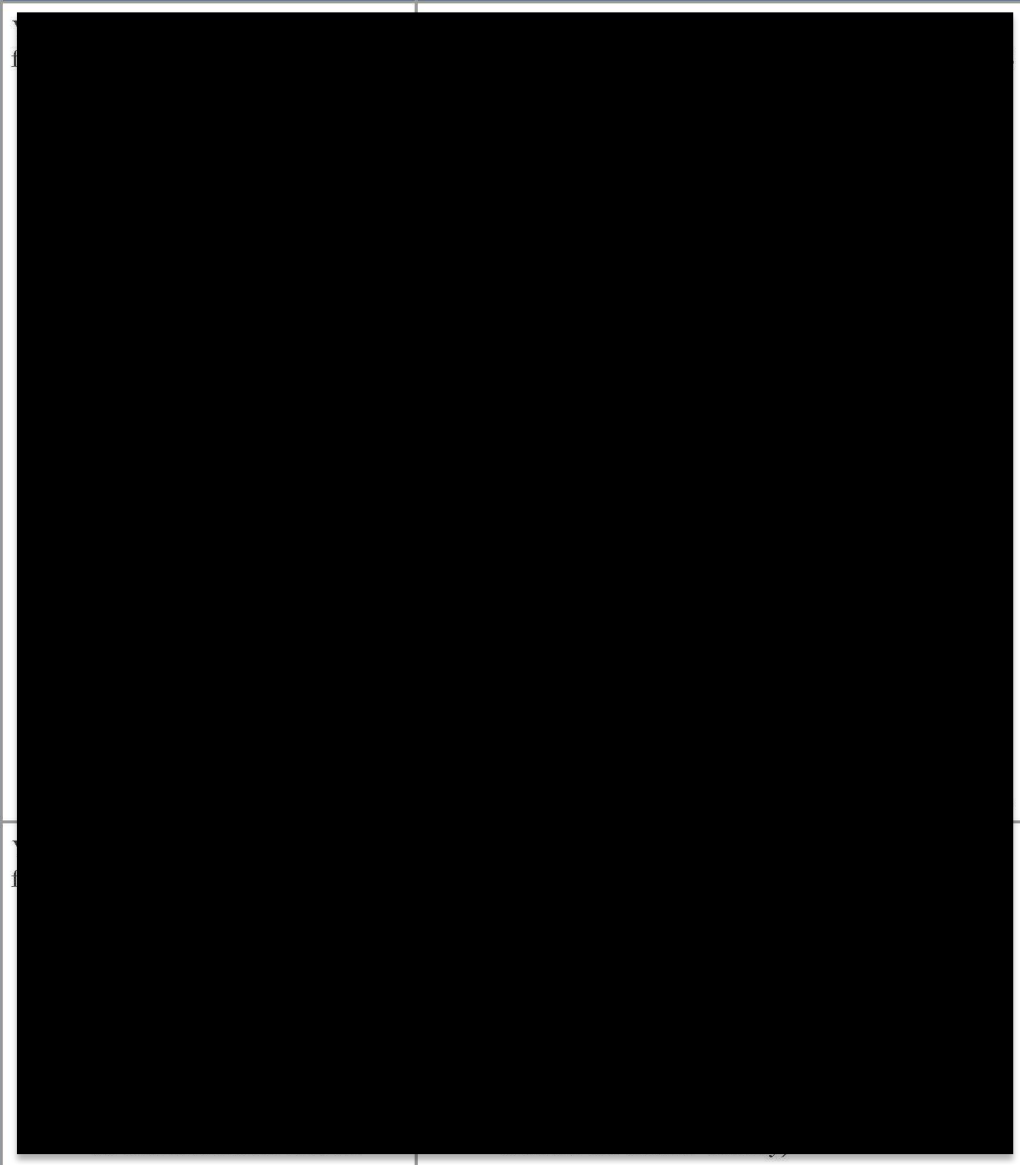
Dan Schlaff
 Director of Strategy
 Via Transportation, Inc.
 (617) 851-6593
 dan.schlaff@ridewithvia.com

Asaf Zilberfarb
 Strategy Principal
 Via Transportation, Inc.
 (603) 277-1164
 asaf.zilberfarb@ridewithvia.com

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1. Cost Formulas for UTA

In the following table we provide Via's cost structure for all solutions outlined in the RFP. The right-most column specifies how we have adapted our general cost models to provide additional discounts for UTA.

General Cost Model	Cost Model Formula	<u>Discounted</u> Model for UTA
TaaS Solutions		
SaaS Solutions		

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MaaS Solutions	
Future Opportunities	

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Support Services	
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2. South Davis County On-demand Pilot (TaaS)

Below we provide our pricing proposal for the South Davis County TaaS On-demand Pilot, based on the service parameters described in the Microtransit Project Planning Report, page 31-32. **The low-demand scenario requested in the RFP is depicted on the left-most column below.**

South Davis Park TaaS Scenarios	
Total Annual Cost	
Total Vehicle Hours	
Annual Fee for Technology & Dedicated IT Operations (1)	
Total Cost / Driver Hour	
<i>Memo: Total Cost / Driver Hour (Excl. Vehicle Rental)</i>	
<i>Memo: Expected Utilization</i>	
<i>Memo: Total Estimated Price / Ride</i>	

(1) Includes Via technology access fees, cloud hosting costs (Amazon Web Services, Google Maps), third-party licensing fees for data capture, database maintenance and data visualization tools (Snowflake, Alooma, mParticle, AppsFlyer), telecommunications applications (Twilio, Leanplum, Mailchimp, and Mandrill), and customer service software (Zendesk); in addition to ongoing monthly maintenance fees for the UTA FAREPAY/pass card integration and other software maintenance costs.

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3. Tooele County On-demand Pilot (SaaS)

Below we provide our pricing proposal for the Tooele County SaaS On-demand Pilot, based on the service parameters described in the Microtransit Project Planning Report, page 43-44. **The medium-demand scenario requested in the RFP is depicted on the middle column of the “Illustrative Total Cost for Tooele County Deployment” section below.**



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4. Pilot Zone Cost Calculations Using Price Model

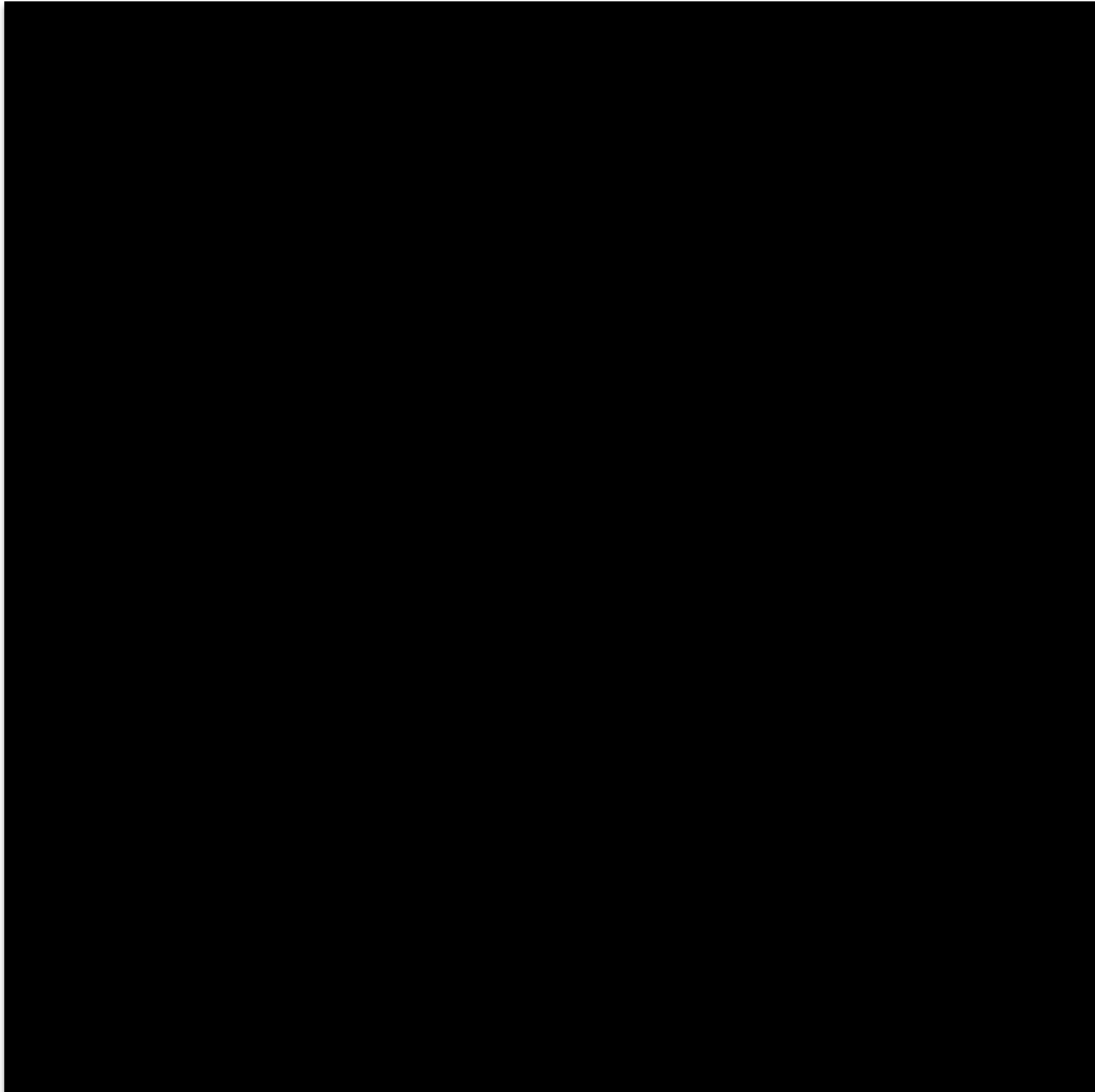
Below we demonstrate how we arrived at the costs provided in Section 2 (South Davis County On-demand Pilot TaaS) and Section 3 (Tooele County On-demand Pilot SaaS) using the general cost formulas provided in Section 1.

Pilot	Total First Year Pilot Cost	Display Calculations Using Cost Model Formula
1. South Davis County (TaaS)		
2. Tooele County (SaaS)		

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4. Innovative Approach to Financial Partnerships

We are pleased to propose several revenue-generating measures to help UTA offset the cost of its services, including an option for Via to provide a further discount while retaining farebox revenue, thereby sharing the risk for the success of the service (as measured by ridership and vehicle utilization) with UTA. We also provide an option, which we have deployed with other Via partners across the globe, to develop an in-app and in-vehicle advertising program for the service.



5. Summary

Below, we provide a summary overview of each of the three scenarios described in this proposal:

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL (Years 1-5)
SaaS (based on medium demand Tooele County scenario)	\$51,000	\$36,000	\$36,000	\$36,000	\$36,000	\$195,000
TaaS (based on low demand South Davis County scenario)	\$1.18m	\$1.20m	\$1.22m	\$1.23m	\$1.25m	\$6,080,000
MaaS (based on integration with Go Ride)	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Annual Total	\$1,241,000	\$1,236,000	\$1,256,000	\$1,266,000	\$1,286,000	\$6,285,000

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EXHIBIT C– REQUIRED FEDERAL CLAUSES

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

ACCESS TO RECORDS AND REPORTS

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Contractor agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Contractor agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

BUY AMERICA CERTIFICATION [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. All respondents to the UTA

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solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

CARGO PREFERENCE [Applicable Only to Contracts Involving Equipment, Materials or Commodities Transported by Ocean Vessels]

Contractor shall: (i) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the Contract, to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (ii) furnish, within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to UTA (through Contractor in the case of a subcontractor's bill-of-lading.); and (iii) include these requirements in all subcontracts issued pursuant to the Contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

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

CIVIL RIGHTS REQUIREMENTS

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

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

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

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recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

CLEAN AIR [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor agrees that it will not use any violating facilities. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CONFORMANCE WITH NATIONAL ITS ARCHITECTURE [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

DEBARMENT AND SUSPENSION [Applicable Only to Contracts valued at more than \$25,000]

Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part

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180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Contractor has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Contractor knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is _____. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) **Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities;** (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining

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required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Contractor shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Contractor is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

(7) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions

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pertaining to this project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(1) on Contractor, to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FLY AMERICA (U.S.) REQUIREMENTS [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places outside the U.S]

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

INCORPORATION OF FTA TERMS

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

LOBBYING [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

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NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

RECYCLED PRODUCTS

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

UTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within UTA and Contractor’s organization.

Unless otherwise directed by UTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Contractor arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION

Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination., but excluding consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).

If Contractor fails to deliver supplies or to perform the services within the time specified in the Contract or any extension, or if Contractor fails to comply with any other provisions of the Contract, UTA may terminate the Contract for default. UTA shall terminate by delivering to Contractor a notice of termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services

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performed in accordance with the manner or performance set forth in the Contract, net of any damages incurred by UTA as the result of the default including, without limitation: (i) any “costs to cover” incurred by UTA with respect to the supplies that were not delivered or the services that were not perform; (ii) any self-help remedies afforded to UTA by the Contract; and (iii) any other remedies set forth in the contract or allowed by law.

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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Dan Harmuth, IT Director
Kyle Brimley, Comms & Deployment Manager

TITLE:

Contract: In-Vehicle Mobile Gateways, Annual Maintenance, and Parts (Sierra Wireless America, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize the Executive Director to execute the contract and associated disbursements with Sierra Wireless America, Inc, for the purchase of In-Vehicle Mobile Gateways, annual maintenance, and parts in the amount of \$1,300,000 over the next five years, which includes a base period of two years plus 3 additional one-year options.

BACKGROUND:

In 2021, UTA went through an RFP process to seek out a Gateway Router provider and support contract. After the solicitation was complete Sierra Wireless America, Inc. was selected as the best value for UTA. They will provide equipment and services to meet UTA requirements as specified in the response to RFP 21-03413 for an initial base period of two years plus 3 additional one-year options for a potential total contract duration of 5 years. Because UTA has extensive experience with Sierra Wireless products including the MG90 (our current mobile gateway) and the management software Airlink Mobility Manager (AMM) this proposal is focused on maintaining technical support for the existing Sierra Wireless products at UTA as well as supply of equipment and technical support services for fleet expansion and/or retrofit.

DISCUSSION:

This contract has a not-to-exceed (NTE) amount for 2021 of \$100,000 and \$300,000 for 2022 and 2023. The three additional option years (2024, 2025, and 2026) each have an NTE of \$300,000. The total NTE for all five years including the option periods is \$1,300,000. Options may be exercised at the sole discretion of UTA. Incremental funding will be provided by the issuance of purchase orders. UTA shall pay the contracted vendor in accordance with the payment milestones and other terms described in the contract.

The Gateway Routers provide the cellular and Wi-Fi data paths that allow UTA to connect to, communicate with and monitor different devices on the Buses, TRAX trains, and Paratransit Buses. The devices that use the Onboard Mobile Gateway (OMG) include the Electronic Fare Collection Readers, Automated Passenger Counters, Onboard Cameras, Mobile Data Computers, and Automatic Vehicle Location (AVL). The data from the OMG is used by several back-office systems such as the Trapeze DriverMate, Computer Aided Dispatch and AVL, Fare Collections and Reliability. Currently the OMG and the AMM have been integrated into all 700 + of UTA’s fleet of Buses with plans to expand its use to the TRAX & FrontRunner Cars.

If UTA does not award this contract, UTA will be without equipment critical to the Transit Management System project and other critical software that rely on the gateway routers to communicate with UTA’s transit system.

The contract was procured through the RFP process and has been signed by the vendor.

The cost has been determined to be fair and reasonable based on the competitive nature of the procurement.

CONTRACT SUMMARY:

Contractor Name:	Sierra Wireless America, Inc.
Contract Number:	21-03413
Base Contract Effective Dates:	August 26, 2021-July 31, 2023
Extended Contract Dates:	3 one-year options are available
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$1,300,000
Procurement Method:	RFP
Funding Sources:	Local/Federal

ALTERNATIVES:

Conduct another RFP bid solicitation. This would result in duplication of costs and significant project delays.

FISCAL IMPACT:

The budget for the parts and their maintenance will be included in each year’s annual budget.

ATTACHMENTS:

Vendor Signed Contract

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #21-03413

On-Board Mobile Gateway, Annual Maintenance and Parts

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

RECITALS

WHEREAS, on April 18, 2021, UTA received competitive proposals to provide On-Board Mobile Gateway, Annual Maintenance and Parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in RFP 21-03413 (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications set out in this Contract; and

WHEREAS, the Contractor In-Vehicle Mobile Gateway Annual Maintenance and Parts Proposal dated April 18, 2021 submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

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

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a two (2) - year period expiring July 31, 2023. UTA may, at its sole election and in its sole discretion, extend the initial

term for up to three (3) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing 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). The 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 the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

This contract has a not-to-exceed amount for 2021 of \$100,000 and for years 2022 through 2026 a not-to-exceed amount of \$300,000.00 for a total not-to-exceed amount of \$1,300,000.00. Funding will be provided by the issuance of purchase orders. UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

Intentionally omitted.

5. **ORDER OF PRECEDENCE**

Intentionally omitted.

6. **LAWS AND REGULATIONS**

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

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered and received by UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform

to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of the applicable Goods and satisfactory performance of the applicable Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time during the applicable Warranty Period (defined below), Contractor shall at its own expense (i) promptly repair, replace and/or re-perform any Goods or Services that fail to conform to the warranties set forth in this section 9(a), or (ii) if such remedies are not reasonably practicable, will refund UTA the amount paid for the non-conforming Goods or Services.
- d. Intentionally omitted.

- e. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. Contractor warrants that: (1) the Goods have been properly designed and manufactured, and (2) the Goods are free of significant defects or unusual problems about which UTA has not been warned.
- f. The foregoing warranties are made solely during the applicable warranty period, which is (a) 3 years from delivery for hardware, and (b) 90 days from delivery for software, and (c) 90 days from performance for services (“Warranty Period”).
- g. THIS SECTION 9 STATES CONTRACTOR’S SOLE WARRANTIES WITH RESPECT TO THE GOODS AND SERVICES, AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT. The remedies set forth in section 9(c) above state Contractor’s sole obligations and UTA’s sole remedy for any breach of the warranties in this Section 9.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Intentionally omitted.

11. 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 acts or omissions of UTA or the Indemnitees.

12. INSURANCE REQUIREMENTS

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional

insurance as may be determined necessary.

- c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

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

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

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

2. **Intentionally omitted.**

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

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

Policy shall contain a waiver of subrogation against UTA.

- d. The policies shall include, or be endorsed to include, the following provisions:

13. Intentionally omitted.

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

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

b. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

c. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

h. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits

contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

15. **OTHER INDEMNITIES/LIMITATION OF LIABILITY**

- a. Contractor shall defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all third party claims of any kind or nature whatsoever on account of United States copyright or patent infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed United States copyright or patent infringement and Contractor shall pay all damages and costs finally awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such a patent or copyright infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Limitation of Liability; Disclaimer. EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES INCURRED BY THE OTHER PARTY IN RESPECT OF ANY AND ALL CLAIMS AND LIABILITIES HOWSOEVER ARISING OUT OR IN CONNECTION WITH THIS CONTRACT AND NOT SPECIFICALLY EXCLUDED IN ACCORDANCE WITH SECTION 15(E) BELOW, SHALL BE LIMITED TO ONE MILLION DOLLARS (USD\$1,000,000.00).
- d. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE AMOUNTS DUE UNDER THIS CONTRACT ARE SUBJECT TO THESE LIMITATIONS AND THAT THIS SECTION FORMS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

- e. Exclusions. THE LIMITATIONS OF SECTIONS 15(c) And 15(D) SHALL NOT APPLY TO LIMIT EITHER PARTY'S LIABILITY FOR ITS GROSS NEGLIGENCE, WILLFUL BREACH OF THE TERMS OF THIS CONTRACT OR FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT.

16. **INDEPENDENT CONTRACTOR**

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

17. **STANDARD OF CARE.**

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

18. **USE OF SUBCONTRACTORS**

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

19. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial

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

20. ASSIGNMENT OF CONTRACT

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

21. ENVIRONMENTAL RESPONSIBILITY

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

20. 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 promptly 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, all reasonable costs incurred as a result of the Suspension of Work Order shall be paid to the Contractor upon termination of the Contract.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, the parties will mutually agree to make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

21. TERMINATION

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

termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:
1. Terminate the Contract (in whole or in part) for default;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall promptly discontinue all work affected (unless the notice directs otherwise) 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.

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

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

Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within thirty (30) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

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

24. FINDINGS CONFIDENTIAL

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

25. 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.

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Kyle Brimley or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) _287-2524.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Pat Postell, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Procurement & Contract Specialist at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3060.

28. CONFLICT OF INTEREST

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

29. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority
ATTN: Pat Postell
669 West 200 South
Salt Lake City, UT 84101
ppostell@rideuta.com

If to Contractor:

Sierra Wireless, Inc.
ATTN: Legal Department
13811 Wireless Way
Richmond, BC Canada V6V 3A4
legal@sierrawireless.com

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

30. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Supervisor/Contractor's Supervisor	Five calendar days
UTA's Department Manager/Contractor's CFO	Five calendar days

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

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

31. GOVERNING LAW

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

32. COSTS AND ATTORNEY 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

32. SEVERABILITY

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

33. AMENDMENTS

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

34. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by any contingency beyond its reasonable control, including, but not limited to, fire, riot, floods, epidemics, pandemics, cyber attacks/terrorism, shortages of labor, materials, equipment or transportation, or changes to government laws, rules or regulations, or acts of God and/or war.

35. NO THIRD PARTY BENEFICIARIES

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

36. ENTIRE AGREEMENT

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

37. COUNTERPARTS

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

38. NONWAIVER

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

39. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

40. SALES TAX EXEMPT

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

41. LICENSE GRANT. Subject to the terms of this Contract, including UTA's payment of any applicable license fees, Contractor grants to UTA a non-exclusive, non-sublicensable and non-transferable worldwide license to: (i) use the licensed software for which license fees have been paid, but solely in support of the UTA's use of the Goods; and (ii) use the documentation for UTA's own internal purposes in conjunction with the UTA's authorized use of the licensed software.


42. 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 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

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

SIERRA WIRELESS OF AMERICA, INC.:

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By  _____
4264E4C7B1D5409...
Tony MORRIS
VP North American Sales
By _____

Mary DeLoretto
Interim Executive Director

Alisha Garrett
Chief Enterprise Strategic Officer

Daniel Harmuth
IT Director

Michael Bell
Assistant Attorney General

SCOPE OF WORK

The specifications outlined in this Exhibit A apply only to the MG90 series devices.

IN-VEHICLE GATEWAY**MECHANICAL REQUIREMENTS****SINGLE ENCLOSURE**

All gateway electronics, including wireless data modems, shall be contained within a single, compact enclosure.

MOUNTING

The equipment enclosure shall incorporate integrated mounting brackets that permit the gateway to be fastened directly to the vehicle body or mounting tray.

SIZE

The enclosure shall be suitable for mounting in confined spaces. The height of the gateway enclosure shall permit mounting on an existing equipment tray with limited vertical clearance. The physical dimensions shall not exceed 3.5 inches high, 12.0 inches deep and 12.0 inches wide.

WEIGHT

The weight of the gateway shall not exceed 6.5 pounds including installed radio modems.

MATERIAL

The communications equipment shall be a rugged design, with a corrosion resistant cast alloy enclosure to protect all electronic components.

FULLY ENCLOSED

All electronics that comprise the gateway device (including cellular data modems, Wi-Fi modems, etc.) shall be fully contained within the enclosure. An equipment configuration with electronic subassemblies, including modems, protruding from the enclosure is not acceptable.

LOCKING CONNECTORS

Power and RF antenna connectors shall be threaded or have a locking mechanism to prevent accidental removal of associated cables.

ELECTRICAL AND ENVIRONMENTAL REQUIREMENTS**TEMPERATURE**

The gateway shall operate over a temperature range of at least -30°C to +70°C (-22°F to +158°F). This temperature range shall be achieved using passive cooling of the enclosure with no requirement for internal fans. The gateway shall monitor its operating temperature and automatically enter a low power state when operating outside its programmed temperature range. The gateway shall automatically resume normal operation when the temperature returns within range.

SHOCK

The gateway shall withstand mechanical shock as per MIL-STD-810G test method 516.6

VIBRATION

The gateway shall withstand mechanical vibration as per MIL-STD-810G test method 514.6. The gateway shall also survive endurance testing according to SAEJ1455 section 4.10.4 1.

INGRESS PROTECTION

The gateway enclosure shall be rated IP64 (per IEC60529) for protection from solid objects, dust and water.

Rail Certification

The gateway shall be certified with respect to electronic components in applicable sections of EN-50155 and EN-45545

POWER SUPPLY

Voltage

The gateway shall operate with standard 12 or 24 VDC vehicle power systems and shall function without impairment from a sustained DC supply power of 9 to 36 Volts DC.

The gateway power supply and electronics shall be protected from damage caused by reverse polarity of DC power connections and from short periods of overvoltage operation up to 48 VDC.

The gateway shall operate without impairment when subjected to automotive voltage transients exhibited during cold cranking engine start events with voltage dips as low as +5 volts (voltage waveforms as per SAE J1113-11 Fig.7).

Ignition Sensing

The gateway shall be configurable for automatic power up upon detecting activation of 12 or 24 VDC ignition systems.

Battery Protection

The gateway shall be configurable to support automatic power down at a predefined low-voltage level or after a predefined interval following shutdown of vehicle ignition. The gateway shutdown timer shall have a software programmable interval of up to 24 hours after ignition turnoff. The shutdown timer shall be remotely configurable via software.

Immunity to Conduct Transients

The gateway shall be protected from conducted power line transients as defined in SAE J1455 section 4.13.2.2.1.

Reliability

The gateway shall have an MTBF of in excess of 200,000 hours calculated per Telecordia “Reliability Prediction Procedure for Electronic Equipment” document SR-332 Method 1, Issue 3 or equivalent.

NETWORKING REQUIREMENTS

MULTI-NETWORK WIDE AREA WIRELESS ACCESS

Cellular

The gateway shall be optionally configurable to incorporate a minimum of two internal cellular modems for reliable connection supporting access to public and private cellular data services including:

- 5G NR with fallback to LTE CAT20
- LTE Advanced Pro (Carrier Aggregation)
- LTE Band Class 14 (public safety broadband network)
- Fall back to UMTS HSPA+

Commercial Carrier Support

The gateway shall be available configurations that support any of the following 4G or 5G LTE networks of the following carriers:

AT&T, AT&T FristNet, T-Mobile, Verizon, Bell,

5G Cellular

The gateway shall be optionally capable of supporting 5G in the below 6GHz frequency range with one or two internal cellular radio modules.

Network Operator Switching for Embedded Cellular Modems

The gateway shall support automatic carrier switching based on the carrier of the installed SIM card.

Wi-Fi WAN Access

The gateway shall incorporate two internal Wi-Fi radio modems to communicate with broadband access points supporting 802.11 b/g/n/ac standard transmissions in dual band 2.4/5 GHz band. This 802.11ac client radio shall support 3x3 MIMO operation using exterior antennas. The Wi-Fi client radio shall be dedicated to Wi-Fi WAN operations, and shall be separate from the mobile access point radio also embedded in the gateway.

External Wireless Modems

The gateway shall be capable of wide-area communications via external wireless modems. Such external modem connections shall be configurable using Ethernet plus tcp/ip on the gateway

Multi-Network Operation and Switching Policies

The gateway shall automatically switch wide area traffic between wide area wireless networks according to administrator-defined switching policies. Switching policies shall be based upon, at a minimum: network availability, network priority, signal strength, time of day, vehicle location and vehicle speed.

Load Balancing

The gateway shall provide an option to distribute network sessions across two or more wide-area network links in order to expand the overall capacity of the wide-area connection. To effectively accommodate wide-area connections with different performance characteristics, a weighting mechanism shall be provided in order to distribute more sessions to the higher capacity link(s).

Traffic Routing

The gateway shall have the capability to control data flow between LAN and WAN interfaces selectively and explicitly to enable simultaneous use of any active WAN connection.

Traffic Filtering

To assure that only appropriate application traffic is routed over each wireless infrastructure, the gateway shall be capable of automatically filtering application traffic directed to each wide-area wireless network. Filtering rules shall be administrator-definable for each network type.

Quality of Service Management

The gateway shall provide a Quality of Service (QoS) mechanism to classify application traffic based on source or destination address and/or port. For each defined class of traffic, the gateway shall allow the specification of priorities for transmission across the wide area network connection as well as minimum bandwidth guarantees and maximum bandwidth allowances to ensure individual applications cannot consume all available bandwidth. To accommodate wide-area connections with different performance characteristics, the gateway shall allow the priorities and bandwidth constraints for each traffic class to be set independently for each wide-area network connection.

Modem Upgrades

To enable access to new wireless network infrastructure deployed in the future, it shall be possible to replace previously configured wireless modems or install new wireless modems in the gateway.

RF Antenna Connection

It shall be possible to connect any wireless modem embedded in the gateway to an external RF antenna via a connector mounted on the gateway enclosure. There shall be sufficient antenna ports to support MIMO operation for each WAN and Wi-Fi radio interface.

Modem Capacity

The gateway shall be configurable to incorporate a minimum of three (3) separate wireless modems (Wi-Fi and Cellular) within a single enclosure

SIM Trays

The gateway shall have minimum of two (2) built-in SIM trays (1 for each modem) for use with SIM-based cellular radio modules.

Network Status Beacon

The gateway shall support a Network Status Beacon which broadcasts the status (connected or disconnected) of the WAN to client devices connected to the local LAN.

MOBILE ACCESS POINT

Dual Wi-Fi Access

The gateway shall be optionally configurable to incorporate a wireless broadband access points supporting 802.11 b/g/n/ac standard transmissions in the 2.4/5GHz band. This 802.11n client radio shall support 3x3 MIMO operation using exterior antennas.

Multiple SSID

The gateway Wi-Fi mobile access point shall support up to four (4) SSIDs.

Multiple Access Points

It shall be possible to optionally configure both Wi-Fi radio modules embedded in the gateway as two separate Wi-Fi devices, one to serve as a Wi-Fi client outside the vehicle and the other to serve as a Wi-Fi access point for clients inside the vehicle.

Passenger Wi-Fi Portal

The gateway shall support passenger access to the public internet via the embedded Wi-Fi access point, while preventing passenger access to devices and/or VPNs dedicated to bus operations. The gateway shall be configurable to redirect HTTP traffic from Wi-Fi-connected devices in the vehicle to an administrator-specified HTML portal page. As a configuration option, the portal page shall present terms of service to be accepted before the users are able to exchange data with the public internet. It shall be possible for web portal content on each gateway to be automatically updated through the use of a central server repository. The gateway shall be configurable to automatically terminate the user session upon expiry of an administrator-defined session duration or when the client Wi-Fi device disconnects from the gateway.

Content Filtering

The gateway shall support an optional DNS-based content monitoring and filtering service.

WIRED CONNECTIONS

Serial

The gateway shall support at least one RS232 serial data connection.

Ethernet

The gateway shall support a minimum of five (5) 10/100/1000 BaseT Ethernet ports with auto MDI/MDIX support.

USB

The gateway shall support a minimum of two (2) USB 3.0 connections.

General Purpose Inputs/Outputs

The gateway shall support a minimum of four (5) general purpose IO lines, each of which can be configured as a digital input or output.

FUNCTIONAL REQUIREMENTS

SECURE ADMINISTRATIVE ACCESS

Local and remote access to the administrative interface of the gateway shall be secured by password-protected login.

DHCP SERVER

The gateway shall incorporate a DHCP server compliant with RFC 2131 for IP address assignment to LAN-connected devices.

NETWORK TIME PROTOCOL SERVER

The gateway shall be configurable as an NTP server compliant with RFC 1305 to distribute network time to its LAN connected clients.

DYNAMIC DNS CLIENT

The communications system shall be configurable to report updates of the gateway's primary WAN IP address to its active Domain Name Server in compliance with RFC2136.

NETWORK ADDRESS TRANSLATION

The gateway shall support Network Address Translation (NAT) with port forwarding, according to RFC 1631.

VLAN SUPPORT

The gateway shall enable the creation of multiple virtual LANs within the vehicle, partitioned by physical network interface and 802.1Q VLAN tags.

ENCRYPTED VPN

IPSEC Client Capability

The gateway shall incorporate client software to implement managed VPN connections over the wireless wide area network links. The VPN client shall be compatible with an IPsec VPN server deployed in the agency enterprise network and shall be capable of 256-bit AES encryption.

FIPS-140-2 Support

The VPN client shall be available with optional FIPS-140-2 certified data encryption.

IKE Support

The VPN client shall be configurable for authentication using either an IKEv1 or IKEv2 pre-shared key or X.509 based certificate.

MOBIKE Support

When interoperating with a compatible VPN host, the gateway shall be capable of using the MOBIKE extension to IKEv2 to maintain a single IPsec security association for the VPN tunnel while roaming to a new wireless network.

Wi-Fi LAN SECURITY

Wi-Fi LAN Access Security

The gateway's mobile access point shall be configurable at the administrator's discretion to secure user access using WPA2/AES-CCMP with Pre-Shared Key or WPA2 Enterprise with EAP-TLS authentication.

Wi-Fi WAN Access Security

The gateway shall be capable of accessing wireless WAN connections on fixed Wi-Fi access point infrastructure using the following authentication protocols:

- WEP – Shared Key (40-bit or 104-bit)
- WPA with Pre-Shared Key
- WPA/TKIP
- WPA2/CCMP
- WPA2 Enterprise with X.509 certificate

GPS RECEIVER

Channels

The gateway shall incorporate a dedicated embedded GPS receiver, separate from the cellular modem card, with a minimum of 48 receive channels.

Local GPS Data Reporting

The gateway shall be capable of reporting GPS location information to gateway-connected computers using NMEA 0183 messaging standards and customized extensions to allow longer identification strings for vehicles.

The gateway shall be configurable to report GPS location information over-the-air to one or more remote hosts.

DATA STORAGE

The gateway shall be equipped with a minimum of 1 GB of internal storage and shall be able to accommodate larger internal storage devices if required for particular applications.

MANAGEMENT CAPABILITIES

GATEWAY MANAGEMENT SYSTEM

HOSTED SERVICE AND ENTERPRISE APPLIANCE

The gateway management system shall be available either as a hosted service or as a stand-alone enterprise appliance for installation within customer's premise.

GATEWAY CONFIGURATION

OVER-THE-AIR SOFTWARE UPGRADES

Gateway operating system software shall be upgradable via a wireless download, with no need for maintenance personnel to visit each vehicle. It shall be possible to enable (and disable) automatic over-the-air software updates when a WAN link is connected.

SOFTWARE CONFIGURATION UPDATES

Gateway configuration parameters shall be updatable remotely via wireless access, with no need for maintenance personnel to visit each vehicle.

MASS CONFIGURATION

The gateway management system shall automate distribution and activation of fleet wide configuration changes. The system shall assure the successful application of such configuration changes regardless of operational status of individual gateways when the update process is launched and shall report the update status for each vehicle.

LOCATION-BASED REPORTING AND LOGGING

The gateway management system shall have the capability to log the location of all vehicles and view their location in a map-based/geographic format.

SECURE REACH-THROUGH

The gateway management system shall enable authorized users to perform remote administration of computing devices that support remote access protocols such as VNC (virtual network console), RDP (Remote Desktop Protocol), HTTP, HTTPS, SSH..

MANAGEMENT DATA COLLECTION

The communications gateway shall collect, retain and periodically transmit to a centralized management server, a minimum of once per day under normal vehicle operations, pertinent management information for the reporting period. Reported management information shall include:

- Vehicle location history
- Unit start-up/shut-down events
- Vehicle/Gateway battery voltage
- Availability of wide area network links
- Link switching events

- Visibility and signal strength of Wi-Fi access points
- Volume of transmitted data for each available wireless network type
- Volume of received data for each available wireless network type
- Supply voltage and operating temperature of the unit
- Connection status of LAN clients
- VPN tunnel status
- RAM and disk consumption
- Configuration change events
- Identifying numbers of the SIM in use
- List the identities of attached devices, for example IP address

CONFIGURABLE MANAGEMENT DATA REPORTING

Reporting of management data by the gateway to the management server shall be configurable to limit the use of high-cost wireless links.

MANAGEMENT DATA REPRESENTATION

GENERAL DISPLAY AND REPORTING REQUIREMENTS

Management information reports and status displays on the centralized management server shall be accessible to either local or remote users via a browser-based interface. No additional client software should be required to support access to management system.

GATEWAY STATUS DISPLAY PARTITIONING

It shall be possible for the system administrator to assign each gateway to a designated group for management reporting purposes. Management privileges of an individual user of the management system shall be configurable to restrict access to only specified groups of gateways for which the individual is responsible.

GATEWAY STATUS DISPLAY

It shall be possible to present the following status information on a status monitoring screen for each logical group of gateway devices. Display content and layout shall be definable by the system administrator:

- Unit ID
- Unit IP address
- Vehicle voltage level
- Unit operating temperature
- Elapsed time since last gateway heartbeat
- Duration that unit has been accessible
- Total receive bytes for the current reporting period
- Total transmit bytes for the current reporting period
- Operational status of the gateway
- Software version
- Time since last GPS fix
- GPS Satellites in View (Total/Usable)
- Ignition Status

STATUS EXCEPTION REPORTING

Reported status parameters shall be monitored by the system, with status exception events automatically detected according to administrator-defined threshold values. Such exceptions shall be automatically logged by the system, highlighted by color-coding of status display elements, and reported to remote administrators via email or SNMP.

NETWORK MANAGEMENT REPORTS

Using logged information, the system shall generate management information reports both on an ad hoc basis and automatically at scheduled times. Report output shall be saved on the server and optionally distributed to a predefined email list.

The system shall report wide area network utilization, network availability based on location, and trends in accessibility of each Gateway. Such reports shall include:

- Cellular coverage maps derived from fleet-wide network logs
- Coverage trails mapping network accessibility for individual vehicles
- Vehicle connection times by individual network or aggregated for all networks
- Availability trend, indicating the percentage of in-service time that individual gateways were accessible over-the-air
- Volume of data received/transmitted on each network by an individual gateway or group of gateways
- Volume of data received/transmitted per LAN client device
- Volume of data received/transmitted per network service type
- Bandwidth consumption mapped by location
- Link utilization, providing a time-based view of gateway link selection
- Event filter reports to view selected event types from the detailed system logs
- Wi-Fi access point coverage report
- Cellular equipment inventory report showing what modem cards are installed in each vehicle along with serial and SIM numbers of each card, including: IMEI/MEID, MDN and UICC.
- Passenger Wi-Fi usage

SYSTEM SECURITY

INTEGRATED MOBILE VPN

The mobile communications system shall have an integrated standards-based IPsec Mobile VPN solution optimized for use in a multi-network environment, consisting of an enterprise grade security appliance installed within the customer premise and IPsec VPN client installed on the vehicle gateway.

The VPN solution shall be available with optional FIPS-140-2 compliant encryption modules.

FAST SWITCHING AND MULTI-NETWORK SUPPORT

The VPN solution of the mobile communications system shall provide IP address persistence using IPsec with IKEV2 and MOBIKE to enable sub-second switching across multi-WAN environments.

VPN CLIENT SOFTWARE

The VPN solution shall consist of VPN client software running on the gateway which automatically establishes and maintains a secure IPsec tunnel between the vehicle and enterprise VPN security appliance. All devices connected to the gateway can then share this secure VPN tunnel. The VPN solution shall not require any special VPN client software or license to be installed on each computing device (PC, Laptop, tablet, etc.) connected to the gateway LAN.

SECURITY CREDENTIAL MANAGEMENT

The mobile communications system shall have the ability for administrator to remotely manage and automatically rotate and change the security credentials for the VPN and Wi-Fi (depot/yard) on each gateway on a regular basis. The management of the security credentials shall be done via the central gateway management system.

PROFESSIONAL SERVICES

Shipment

- a. Unless otherwise advised by UTA, the Contractor shall deliver units to UTA’s Meadowbrook warehouse at:

Utah Transit Authority
 3600 S. 700 W.
 Salt Lake City, UT 84119
www.rideuta.com

WARRANTY

The mobile communications system vendor shall provide a minimum three (3) year limited warranty that includes the following for defects only the in-vehicle hardware, software, and back office management and security software.

PRODUCT END OF LIFE

The mobile communications system vendor shall provide a minimum 6-month notification to UTA of end of life / support of a product. The vendor will propose an alternative product to be evaluated and negotiated with UTA to be added to the contract price list.

EXHIBIT B PRICING

Item	SKU	Product Title	Product Features	FirstNet	Proposed for UTA	Support and Management	Accessories	Antenna Specs	List	Disc	UTA Price
In Vehicle Gateways											
1	1104708	MG90 5G Single Radio 4X4 MIMO	Carrier neutral, single 5G CAT 20 MG90 with dual wifi, bluetooth, GNSS, 5G Sub-6/LTE	Yes	compatible yes	AMM required, on prem or cloud	mounting bracket, ac adapter,telemetry scanner kit	8 in 1 Dome white or black	\$ 1,699.00	40%	\$ 1,019.40
2	1104709	MG90 5G dual 5G Radios, 2X2 mimo	Carrier neutral, single 5G CAT 20 MG90 with dual wifi, bluetooth, GNSS, 5G Sub-6/LTE	Yes	compatible yes	AMM required, on prem or cloud	mounting bracket, ac adapter,telemetry scanner kit	6 in 1	\$ 1,999.00	41%	\$ 1,179.41
3	1103982	MG90 4G Dual Cell Radio	Carrier neutral, dual 4G LTE A Pro CAT12 radios, dual wifi, blue	Yes	compatible yes	AMM required, on prem or cloud	mounting bracket, ac adapter,telemetry scanner kit	6in 1 sharkfin or dome MIMO (2)	\$ 1,899.00	41%	\$ 1,424.25
4	1103981	MG90 4G	Carrier neutral, single 4G CAT12 radio, field upgradable to two radios, dual wifi, blue	Yes	compatible yes	AMM required, on prem or cloud	mounting bracket, ac adapter and field upgrade kit, telemetry scanner kit	6in 1 sharkfin or dome MIMO 1	\$ 1,599.00	41%	\$ 943.41
5	1104708	MG90 5G 4X4	Carrier neutral, single 5G radio,dual wifi, gps, bluetooth	Yes	compatible yes	AMM required, on prem or cloud	mounting bracket, ac adapter and field upgrade kit, telemetry scanner kit	8 in 1 Dome antenna, optional 3 in 1 wifi antenna for second wifi radio	\$ 1,699.00	41%	\$ 1,002.41
6	1104709	MG90 Dual 5G 2X2	Carrier neutral, dual 5G radio,dual wifi, gps, bluetooth	Yes	compatible yes	AMM required, on prem or cloud	mounting bracket, ac adapter	8 in 1 Dome antenna, optional 3 in 1 wifi	\$ 1,999.00	41%	\$ 1,179.41

						and field upgrade kit, telemetry scanner kit	antenna for second wifi radio			
7	1104071	MP70 includes 1-year AirLink Complete	Carrier neutral, 4G LTE A Pro radio, ethernet GB switch, GPS, uses Airlink Complete/ALMS, and aMM cloud and on prem	Yes	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	telemetry kit, ac adapter	3 in 1 sharkfin antenna, 2 LTE, 1 gps	\$ 799.00	41% \$ 471.41
8	1104073	MP70 w/wifi includes 1-year AirLink Complete	Sames as above but with high power 3X3 MIMO wifi (multi-mode)	Yes	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	telemetry kit, ac adapter	6in 1 sharkfin or dome MIMO 1	\$ 899.00	41% \$ 530.41
9	1104303	RV55 includes 1-year AirLink Complete	Carrier neutral, 4G LTE A Pro, GPS/GNSS, single ethernet, serial	Yes	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	3 in 1 sharkfin antenna, 2 LTE, 1 gps	\$ 689.00	41% \$ 406.51
10	1104302	RV55 w/wifi includes 1-year AirLink Complete	Carrier neutral, 4G LTE A Pro, GPS/GNSS, single ethernet, serial, 2 WIFI radios which are WAVE 2 each	Yes	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	6in 1 sharkfin or dome MIMO 1	\$ 789.00	41% \$ 465.51
11	1104580	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 399.00	41% \$ 235.41
12	1104572	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series DC;WiFi;GNSS	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	4 in 1 or 6 in 1 MIMO	\$ 469.00	41% \$ 276.71
13	1104493	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series DC;WiFi;GNSS; Telemetry	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter/telemetry cable	4 in 1 or 6 in 1 MIMO	\$ 499.00	41% \$ 294.41
14	1103826	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 399.00	41% \$ 235.41
15	1103827	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series DC;WiFi;GNSS	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	4 in 1 or 6 in 1 MIMO	\$ 469.00	41% \$ 276.71
16	1103828	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series DC	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 399.00	40% \$ 239.40
17	1103829	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series DC;WiFi;GNSS	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	4 in 1 or 6 in 1 MIMO	\$ 469.00	40% \$ 281.40

18	1104030	LX60 includes 1-year AirLink Complete	Carrier neutral, essential series	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 379.00	40% \$ 227.40
19	1103052	RV50X includes 1-year AirLink Complete	Carrier neutral	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 589.00	40% \$ 353.40
20	1103045	RV50X includes 1-year AirLink Complete	Carrier neutral	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 589.00	40% \$ 353.40
21	1103973	RV50X includes 1-year AirLink Complete	Carrier neutral, essential series	No	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 589.00	41% \$ 347.51
22	1104579	LX40 includes 1-year AirLink Complete	Carrier neutral, essential series DC	Yes	compatible yes	Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail	ac adapter	2 in 1 LTE MIMO	\$ 299.00	41% \$ 176.41
23	1104573	LX40 includes 1-year AirLink Complete	Carrier neutral, essential series DC;WiFi	Yes	compatible yes	Includes 1 year Airlink	ac adapter	4 in 1 or 6 in 1 MIMO	\$ 349.00	41% \$ 205.91

						Complete, upgrade to AMM hosted/on prem avail				
24										
25										

Software

Management Software License per Gateway											
22	9010204	AMM Client License - MG90 (per device)	Client License for AMM on premise, licenses per each gateway.	N/A	Yes	N/A	N/A	N/A	\$ 295.00	20%	\$ 236.00
23	9010137	AMM Client License - ALEOS devices (per device)	Client License for AMM on premise, licenses per each gateway.	N/A	Yes	N/A	N/A	N/A	\$ 115.00	20%	\$ 92.00
24	9010270	AMM Client License - GenX (per device)	Client License for AMM on premise, licenses per each gateway.	N/A	Yes	N/A	N/A	N/A	\$ 45.00	20%	\$ 36.00
Management Software License per Gateway											
	N/A	Already owend by UTA									
Airlink Connection Manager VPN (ACM) Licenses											
25	9010206	ACM VM Server Software License (Max 2 VM instances)	VPN Server License	Yes	Optional	N/A	N/A	N/A	\$ 3,750.00	20%	\$ 3,000.00
26	9010207	ACM VM Server Software License (FIPS) (Max 2 VM instances)	VPN Server License FIPS	Yes	Optional	N/A	N/A	N/A	\$ 7,500.00	20%	\$ 6,000.00
27	9010208	ACM Client License (Non-FIPS) - MG90/ALEOS devices (per device)	Client VPN License per gateway	Yes	Optional	N/A	N/A	N/A	\$ 150.00	20%	\$ 120.00
28	9010210	ACM Client License (FIPS) - MG90/ALEOS devices (per device)	Client VPN License per gateway	Yes	Optional	N/A	N/A	N/A	\$ 300.00	20%	\$ 240.00
29	9010213	ACM Annual Maintenance and Support (Hardware & Software)	Annual Maitenance for ACM	Yes	Optional	N/A	N/A	N/A			

Support

Device Technical support for In Vehicle Gateways (when on prem is used)											
30	9010229	AirLink Support for AMM on Prem - Device technical support for MG devices	Sierra Wireless technical support for MG devices (only) for 1 year	N/A	Yes	N/A	N/A	N/A	\$ 105.00	45%	\$ 57.75
31	9010356	AirLink Support for AMM on Prem - Device technical support for MG devices	Sierra Wireless technical support for MG devices (only) for 3 year	N/A	Yes	N/A	N/A	N/A	\$ 315.00	20%	\$ 252.00
32	9010358	AirLink Support for AMM on Prem - Device technical support for MG devices	Sierra Wireless technical support for MG devices (only) for 5 year	N/A	Yes	N/A	N/A	N/A	\$ 525.00	20%	\$ 420.00
Device Technical support for other Routers (when on prem is used)											
33	9010282	AirLink Support for AMM on Prem - Device technical support for ALEOS devices	Sierra Wireless technical support for ALEOS devices (only) for 1 year	N/A	No	N/A	N/A	N/A	\$ 50.00	20%	\$ 40.00
34	9010360	AirLink Support for AMM on Prem - Device technical support for ALEOS	Sierra Wireless technical support for ALEOS devices (only) for 3 year	N/A	No	N/A	N/A	N/A	\$ 150.00	20%	\$ 120.00

35	9010362	AirLink Support for AMM on Prem - Device technical support for ALEOS devices	Sierra Wireless technical support for ALEOS devices (only) for 5 year	N/A	No	N/A	N/A	N/A	\$ 250.00	20%	\$ 200.00
*Hardware warranty service included for years 4 and 5 if device has been under continual support of dev											
Annual AMM Software Support											
36	9010212-R	AMM Annual Maintenance and Support (Hardware & Software)	Annual support/Maintenance for AMM client/gateway (April 1, 21 to Mar 31 2022)	N/A	Yes	N/A	N/A	N/A	\$ 27,060.30	45%	\$ 14,883.17
37				N/A	Yes	N/A	N/A	N/A	\$ -	0%	\$ -
Cloud Hosted Solutions											
Airlink Complete, ALMS and support hosted,ES New device at Time of purchase LX/RV/MP/GX/											
38	9010322	AirLink Complete - For new ALEOS devices. Includes ALMS and technical support.	3 years	N/A	No	N/A	N/A	N/A	\$ 100.00	20%	\$ 80.00
39	9010324	AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*	5 years	N/A	No	N/A	N/A	N/A	\$ 200.00	20%	\$ 160.00
Airlink Complete, ALMS and support hosted,ES Post Sale/Add-on after purchase LX/RV/MP/GX/											
40	9010279	AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*	1 year		No	N/A	N/A	N/A	\$ 50.00	20%	\$ 40.00
41	9010310	AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*	3 years		No	N/A	N/A	N/A	\$ 150.00	20%	\$ 120.00
42	9010312	AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*	5 years		No	N/A	N/A	N/A	\$ 250.00	20%	\$ 200.00
AMM Hosted For MG90											
43	9010184	AirLink Support for AMM Hosted - For MG devices. Includes AMM Cloud device management and technical support.	1 year		No	N/A	N/A	N/A	\$ 195.00	20%	\$ 156.00
44	9010352	AirLink Support for AMM Hosted - For MG devices. Includes AMM Cloud device management and technical support.	3 years		No	N/A	N/A	N/A	\$ 585.00	20%	\$ 468.00
45	9010354	AirLink Support for AMM Hosted - For MG devices. Includes AMM Cloud device management and technical support with hardware warranty(upto 5 year)	5 years		No	N/A	N/A	N/A	\$ 975.00	20%	\$ 780.00
AMM Hosted For ALEOS (RV/MP/ES/)											
46	9010281	AirLink Support for AMM Hosted - For ALEOS devices. Includes AMM Cloud management and technical support.	1 year		No	N/A	N/A	N/A	\$ 120.00	20%	\$ 96.00

47	9010318	AirLink Support for AMM Hosted - For ALEOS devices. Includes AMM Cloud management and technical support.	3 years	No	N/A	N/A	N/A	\$ 360.00	20%	\$ 288.00
48	9010320	AirLink Support for AMM Hosted - For ALEOS devices. Includes AMM Cloud management and technical support.	5 years	No	N/A	N/A	N/A	\$ 600.00	20%	\$ 480.00

Server HW/Appliances

49	6001027	AMM Appliance Hardware Enterprise Lite (per appliance)	Server for ACM	No	N/A	N/A	N/A	\$ 2,250.00	15%	\$ 1,912.50
50	6001028	AMM Appliance Hardware Enterprise (per appliance)	2 Servers/failover for ACM	No	N/A	N/A	N/A	\$ 7,495.00	15%	\$ 6,370.75
51	6001029	ACM Appliance Hardware (per appliance)	Server for ACM	No	N/A	N/A	N/A	\$ 2,250.00	15%	\$ 1,912.50

Professional Services

52	9010275	AirLink Device Deployment (Remote Deployment)		No	N/A	N/A	N/A	\$ 3,000.00	20%	\$ 2,400.00
53	9010272	AirLink Device Deployment (On-site)		No	N/A	N/A	N/A	\$ 30,000.00	20%	\$ 24,000.00
54	9010267	AM/AMM Implementation (1 instance, Remote Deployment)		No	N/A	N/A	N/A	\$ 4,000.00	20%	\$ 3,200.00
55	9010244	AM/AMM Implementation (1 Instance, On-site)		No	N/A	N/A	N/A	\$ 9,000.00	20%	\$ 7,200.00
56	9010245	AM/AMM Implementation (up to 3 Instances, On-site)		No	N/A	N/A	N/A	\$ 14,000.00	20%	\$ 11,200.00
57	9010273	ACM Implementation (1 Instance, Remote Deployment)		No	N/A	N/A	N/A	\$ 8,000.00	20%	\$ 6,400.00
58	9010246	ACM Implementation (2 instances, Onsite)		No	N/A	N/A	N/A	\$ 12,000.00	20%	\$ 9,600.00
59	9010214	Custom Deployment Services		No	N/A	N/A	N/A		20%	
60	9010215	Professional Services Hourly Rate (Remote Services)		No	N/A	N/A	N/A	\$ 300.00	20%	\$ 240.00
61	9010258	Professional Services Daily Rate (Travel included, Minimum 2 days)		No	N/A	N/A	N/A	\$ 3,250.00	20%	\$ 2,600.00
62	9010133	On-Site Training (2-day event)		No	N/A	N/A	N/A	\$ 8,000.00	20%	\$ 6,400.00
63	9010134	On-Site Training Daily Rate for Additional Days		No	N/A	N/A	N/A	\$ 2,500.00	20%	\$ 2,000.00
64	9010135	Live Web-based Training Hourly Rate		No	N/A	N/A	N/A	\$ 300.00	20%	\$ 240.00
65	9010218	Quarterly Solution Review		No	N/A	N/A	N/A	\$ 30,000.00	20%	\$ 24,000.00
66	9010219	Semi-annual Solution Review		No	N/A	N/A	N/A	\$ 20,000.00	20%	\$ 16,000.00

Accessories

Antennas										
----------	--	--	--	--	--	--	--	--	--	--

67	6001344	8in1 Dome Antenna - 4x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, Black		Yes		N/A	N/A	N/A	\$ 550.00	15%	\$ 467.50
68	6001345	8in1 Dome Antenna - 4x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, White		Yes		N/A	N/A	N/A	\$ 550.00	15%	\$ 467.50
69	6001364	6in1 Dome Antenna - 2x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, Black		Yes		N/A	N/A	N/A	\$ 399.00	15%	\$ 339.15
70	6001363	6in1 Dome Antenna - 2x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, White		Yes		N/A	N/A	N/A	\$ 399.00	15%	\$ 339.15
71	6001197	6in1 SharkFin Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, Black		Yes	No	N/A	N/A	N/A	\$ 365.00	15%	\$ 310.25
72	6001262	6in1 SharkFin Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, White		Yes	No	N/A	N/A	N/A	\$ 365.00	15%	\$ 310.25
73	6001121	6in1 Dome Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, White		Yes	No	N/A	N/A	N/A	\$ 365.00	15%	\$ 310.25
74	6001129	6in1 Dome Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, Black		Yes	No	N/A	N/A	N/A	\$ 365.00	15%	\$ 310.25
75	6001275	5in1 Dome Antenna - 2xLTE, GNSS, (1+1)WiFi, 2.4/5GHz, Bolt Mount, 5m, Black		Yes	No	N/A	N/A	N/A	\$ 350.00	15%	\$ 297.50
76	6001198	4in1 SharkFin Antenna - 2xLTE, GNSS, 1xWiFi, 2.4/5GHz, Bolt Mount, 4m, Black		Yes	No	N/A	N/A	N/A	\$ 265.00	15%	\$ 225.25
77	6001201	4in1 BAT Antenna - 2xLTE, GNSS, 1xWiFi, 2.4/5GHz, Adhesive Mount, 3m, Black		Yes	No	N/A	N/A	N/A	\$ 115.00	15%	\$ 97.75
78	6001119	3in1 SharkFin Antenna - 2xLTE, GNSS, Bolt Mount, 4m, Black		Yes	No	N/A	N/A	N/A	\$ 235.00	15%	\$ 199.75
79	6001136	3in1 Dome Antenna - 2xLTE, GNSS, Bolt Mount, 5m, White		Yes	No	N/A	N/A	N/A	\$ 235.00	15%	\$ 199.75

80	6001200	3in1 BAT Antenna - 2xLTE, GNSS, Adhesive Mount, 3m, Black		Yes	No	N/A	N/A	N/A	\$ 105.00	15%	\$ 89.25
81	6001202	3in1 Rail Antenna - 2xLTE, GNSS, Bolt Mount, 6m, Black		Yes	No	N/A	N/A	N/A	\$ 470.00	15%	\$ 399.50
82	6001199	3in1 SharkFin WiFi Antenna - 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, Black			No	N/A	N/A	N/A	\$ 245.00	15%	\$ 208.25
83	6001120	2in1 SharkFin Antenna - 2xLTE, Bolt Mount, 4m, Black			No	N/A	N/A	N/A	\$ 190.00	15%	\$ 161.50
84	6001123	2in1 Dome Antenna - 2xLTE, Bolt Mount, 5m, White			No	N/A	N/A	N/A	\$ 190.00	15%	\$ 161.50
85	6001283	3in1 WiFi Antenna - 3xWiFi, 2.4/5GHz,			No	N/A	N/A	N/A	\$ 180.00	15%	\$ 153.00

		Bolt Mount, 4m, Black								
86	6001284	3in1 WiFi Antenna - 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, White		No	N/A	N/A	N/A	\$ 180.00	15%	\$ 153.00
87	6001124	2in1 Panel Antenna - 2xLTE, Bolt Mount, 3m, Black		No	N/A	N/A	N/A	\$ 48.00	15%	\$ 40.80
88	6001219	2in1 Panel Antenna - 2xLTE, Bolt Mount, 1m, Black		No	N/A	N/A	N/A	\$ 48.00	15%	\$ 40.80
89	6001125	3in1 Panel Antenna - 2xLTE, GNSS, Bolt Mount, 3m, Black		No	N/A	N/A	N/A	\$ 72.00	15%	\$ 61.20
90	6001211	3in1 Panel Antenna - 2xLTE, GNSS, Bolt Mount, 1m, Black		No	N/A	N/A	N/A	\$ 72.00	15%	\$ 61.20
91	6001285	4in1 Panel Antenna - 2xLTE, GNSS, 1xWiFi, 2.4/5GHz, Bolt Mount, 2m, Black		No	N/A	N/A	N/A	\$ 82.00	15%	\$ 69.70
92	6001231	Panel LPWA Antenna - LTE, Bolt Mount, 2m, Black		No	N/A	N/A	N/A	\$ 36.00	15%	\$ 30.60
93	6001152	Panel Antenna Bracket (Wall/Pole/Mast)		No	N/A	N/A	N/A	\$ 12.00	15%	\$ 10.20
94	6001126	High Gain Directional Antenna - 2xLTE, Wall Mount, 5m, White		No	N/A	N/A	N/A	\$ 145.00	15%	\$ 123.25
95	6001128	Puck(Cell+GPS) Antenna - 1xLTE, GNSS, Dash Mount, 3m, Black		No	N/A	N/A	N/A	\$ 45.00	15%	\$ 38.25
96	6001111	Paddle WiFi Antenna - 2.4/5GHz		No	N/A	N/A	N/A	\$ 14.00	15%	\$ 11.90
97	6001110	Paddle Cellular Antenna		No	N/A	N/A	N/A	\$ 14.00	15%	\$ 11.90
98	6001112	SharkFin Mag mount Adaptor		No	N/A	N/A	N/A	\$ 55.00	15%	\$ 46.75
99	6001113	Dome Mag mount Adaptor		No	N/A	N/A	N/A	\$ 75.00	15%	\$ 63.75
100	6001343	5G Paddle Antenna		No	N/A	N/A	N/A	\$ 20.00	15%	\$ 17.00
Accessories									15%	
100	6001024	Mounting Bracket for MG90		No	N/A	N/A	N/A	\$ 75.00	15%	\$ 63.75
101	6000659	DIN Rail Mounting Bracket for RV50/RV55		No	N/A	N/A	N/A	\$ 25.00	15%	\$ 21.25
102	6001214	DIN Rail Mounting Bracket for LX60		No	N/A	N/A	N/A	\$ 25.00	15%	\$ 21.25
103	6001221	DIN Rail Mounting Bracket for LX40		No	N/A	N/A	N/A	\$ 20.00	15%	\$ 17.00
104	6001252	RV-GX Mounting bracket adaptor		No	N/A	N/A	N/A	\$ 25.00	15%	\$ 21.25
105	6001138	oMG-MG Mounting bracket adaptor		No	N/A	N/A	N/A	\$ 45.00	15%	\$ 38.25
106	2000038	DB-15M/DB-9F Serial Cable for GX Series I/O X-Card		No	N/A	N/A	N/A	\$ 20.00	15%	\$ 17.00
107	2000424	I/O Cable for X-Card DB15 to individual wires		No	N/A	N/A	N/A	\$ 25.00	15%	\$ 21.25

108	6001238	RV55 Dual Serial Y-Cable		No	N/A	N/A	N/A	\$ 20.00	15%	\$ 17.00
109	6001004	MP/LX I/O Cable		No	N/A	N/A	N/A	\$ 25.00	15%	\$ 21.25
110	6001095	MG90 I/O Cable		No	N/A	N/A	N/A	\$ 25.00	15%	\$ 21.25
111	6001204	MP70 OBD-II Y Cable		No	N/A	N/A	N/A	\$ 45.00	15%	\$ 38.25
112	6001192	MP70 J1939 Y Cable		No	N/A	N/A	N/A	\$ 45.00	15%	\$ 38.25
113	6001023	AC Adaptor, 12 VDC MG90		No	N/A	N/A	N/A	\$ 75.00	15%	\$ 63.75
114	2000579	AC Adaptor, 12 VDC ES/GX/LS/MP/RV/LX		No	N/A	N/A	N/A	\$ 20.00	15%	\$ 17.00
115	6001103	DC Power Cable Pigtail MG90 10ft		No	N/A	N/A	N/A	\$ 25.00	15%	\$ 21.25
116	6001140	oMG-MG Cable+Antenna adaptor		No	N/A	N/A	N/A	\$ 55.00	15%	\$ 46.75
117	120-140-1017	DC Power Cable, X PLATFORM CIGAR		No	N/A	N/A	N/A	\$ 50.00	15%	\$ 42.50
118	2000522	DC Power Cable ES/GX/MP/RV/LX		No	N/A	N/A	N/A	\$ 15.00	15%	\$ 12.75
119	IMTCAB001	DC Power Cable oMG		No	N/A	N/A	N/A	\$ 50.00	15%	\$ 42.50
120	6000649	RV50 Display Unit		No	N/A	N/A	N/A	\$ 100.00	15%	\$ 85.00

121	6000533	LCD Test Board Kit, cables and accessories		No	N/A	N/A	N/A	\$ 100.00	15%	\$ 85.00
122	6001034	Asset Tag - Wi-Fi (T2)		No	N/A	N/A	N/A	\$ 120.00	15%	\$ 102.00
123	6001035	Asset Tag - Wi-Fi with Temperature Sensor (T5a)		No	N/A	N/A	N/A	\$ 130.00	15%	\$ 110.50
124	6000665	OBD-II Telemetry Kit, AirLink (CAN)		No	N/A	N/A	N/A	\$ 220.00	15%	\$ 187.00
125	6001030	OBD-II Telemetry Scanner Kit, MG (Y-Cable)		No	N/A	N/A	N/A	\$ 275.00	15%	\$ 233.75
126	6001107	OBD-II Telemetry Scanner Kit, MG (Right angle cable)		No	N/A	N/A	N/A	\$ 275.00	15%	\$ 233.75
127	6001031	J1939/1708 Telemetry Scanner Kit, MG (9-pin, Type I, 250K)		No	N/A	N/A	N/A	\$ 240.00	15%	\$ 204.00
128	6001032	J1939/1708 Telemetry Scanner Kit, MG (9-pin, Type II, 500K)		No	N/A	N/A	N/A	\$ 240.00	15%	\$ 204.00
129	6001175	Field Upgrade kits for MG90, EM7511		No	N/A	N/A	N/A	\$ 299.00	15%	\$ 254.15
130	6001142	Field Upgrade kits for MG90, MC7455		No	N/A	N/A	N/A	\$ 299.00	15%	\$ 254.15
131	6000626	ETHERNET X-Card Kit for GX450		No	N/A	N/A	N/A	\$ 90.00	15%	\$ 76.50
132	6000625	I/O X-Card Kit for GX450		No	N/A	N/A	N/A	\$ 90.00	15%	\$ 76.50

**Exhibit C
Federal Certifications**

2. ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

Bidder / Proposer will meet or exceed the DBE goal for this contract. If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of **percent (%)** of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A- 2) are included with this DBE Participation Form.

DBE Name & Address	Description of Work	\$ Amount of Participation	% of Total Price
_____	_____	\$_%	
_____	_____	\$_%	
_____	_____	\$_%	
_____	_____	\$_%	

(Attach additional sheets if necessary)

Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. Please list above ANY DBE participation your firm has committed to.

Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

DS
JK

Date:
08 April 2021 | 18:02 PDT

Company Name: Sierra Wireless America, Inc.

Signature:

DocuSigned by:
Jim Ryan
42E0DBE287464B1

Printed Name: Jim Ryan

Title: President

3. ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

**NOT
APPLICABLE**

THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

4. ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation.** The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name Contact Person Area of Expertise Date Response

Firm Name	Contact Person	Area of Expertise	Date	Response
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOT
APPLICABLE

5. ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

1..

A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By:

**(A) IS NOT
APPLICABLE**

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

In keeping with UTA policy of nondiscrimination in employment practices, the (Name of Company) has set as a project goal for the utilization of minorities, which is %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The (Company name), by its

_____ (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

08 April 2021 | 18:02 PDT

DocuSigned by:

Jim Ryan

42F0DBB287404B1...

Signature and Title of Company Official (Contractor)

Jim Ryan

President

6. ATTACHMENT B: BUY AMERICA CERTIFICATE Solicitation No.

Exhibit
UTAH TRANSIT AUTHORITY
BUY AMERICA CERTIFICATE
(Federally-assisted Contract)

SECTION (1); Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: *(Mark One)*

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661;

--OR--

CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a). The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: *(Mark One)*

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

DS


--OR--

CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3). The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

We take the position that our AirLink® gateways are exempt from the FTA Buy America general requirements in 49 CFR 661.5. We rely on the following waiver:

[A] general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. (49 CFR 661.7 Appendix A).

Purchasers of AirLink® gateways may be able to consider the gateways to be of U.S. domestic origin by relying on 49 CFR 661.7(f), which states in part:

[...] If a waiver is granted for a component or a subcomponent, that component or subcomponent will be considered to be of domestic origin for the purposes of §661.11 of this part [Rolling stock procurements].

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

DS


DocuSigned by:



42F0DBB287464B1...

Signature Date 08 April 2021 | 18:02 PDT

Jim Ryan, President Sierra Wireless America, Inc.

**7. ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY
THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

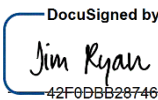
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space_.

DocuSigned by:

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Signature of the Bidder or Proposer Authorized Official

Jim Ryan, President

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 94-3338019

08 April 2021 | 18:02 PDT

Date

**8. ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON
LOBBYING**

I, Jim Ryan, President, hereby certifies

(Name and Title of

Company Official) on behalf of Sierra Wireless

America, Inc. that:

(Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 8th day of April, 2021.

By

DocuSigned by:


42F0DBB287404B1...

(Signature of

Authorized Official)

President

(Title of Authorized Official)

Jim Ryan

9. ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Contractor shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONTRACTOR AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.


(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONTRACTOR IN THE CASE OF SUBCONTRACTOR BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

08 April 2021 | 18:02 PDT

Date

Signature

DocuSigned by:

42F0DBB287464B1...

Title Jim Ryan, President



10. ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and **subcontracts** on DOT- assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Sierra Wireless America, Inc.

Firm Address: 400 Interstate North Parkway SE, Suite 900 Atlanta, GA 30339

Status: **Non-DBE** DBE

Company's Type of Work: Technology Products and Services

Month/Year firm started: 1993

African American
 Asian
 Hispanic Native American
 Polynesian Caucasian

Male
 Female
 Other

Company Owner(s) Ethnic Background (optional)

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million

Above \$16.7 Million

Name of Solicitation: RFP 21-03413 - In-Vehicle Mobile Gateway, Annual Maintenance, and Parts

- 28 UTA Response - RFP 21-03413




11. ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or Proposal)

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 21-3413), Bidder/Proposer: Sierra Wireless America, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name:
Sierra Wireless
America, Inc.
Signed by: Jim
Ryan -

DocuSigned by:

42F0DBB287464B1...

Title: President

Date: 08 April 2021 | 18:02 PDT

- 29 UTA Response - RFP 21-03413



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer
Andres Colman, Regional General Manager
Tigran Melikyan, Business and Quality Analyst

TITLE:

Mixed Bus Fleet Composition Strategy

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

At the request of the Executive Director, staff developed a data driven Mixed Bus Fleet Composition Strategy that supports UTA's mission. The strategy aligns with UTA's service plan, the long-range transportation plan, and serves as a guide for future vehicle procurement and facilities plans.

DISCUSSION:

This presentation focuses on fleet analysis and a balanced scorecard approach that will guide the strategy proposal. Staff is requesting feedback from the Board prior to finalizing the proposal.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

- 1) None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
David Hancock, Acting Chief Service Development Officer
Dan Hofer, Manager Capital Assets and Project Controls

TITLE:

Utah Transit Authority Draft Five-Year Capital Plan - 2022 through 2026

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

UTA's 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 *Financial Management*. The 5-year Capital Plan includes all construction, capital improvements, major equipment purchases, and other special projects requiring expenditures over \$25,000. This includes projects that are funded partially or fully by outside funding sources, such as grants or local partners.

The plan is required to be financially constrained and maintain assets at a state of good repair to protect UTA's capital investments and minimize future maintenance and replacement costs. Five-year forecasts help mitigate the challenges of applying a one-year budget to multi-year projects and support long-range financial planning and prudent management of the enterprise.

UTA's second 5-year Capital Plan was approved last year for the period from 2021 through 2025. This current draft 5-Year Capital Plan covers the period from 2022 through 2026.

DISCUSSION:

Staff will present the proposed draft 5-year Capital Plan for 2022 through 2026 for review and discussion. Subsequently, staff will present the draft plan to the UTA Local Advisory Council on September 15, 2021 for

their information and input. As project delivery schedules are updated, and carryover forecasts are determined, it is anticipated that the 5-Year Capital Plan will be refined and updated to reflect the carryover forecasts. The updated 5-Year Capital Plan will be brought back to the Board and the LAC later this fall for Board review, consultation by the LAC, and final approval by the Board.

ALTERNATIVES:

N/A

FISCAL IMPACT:

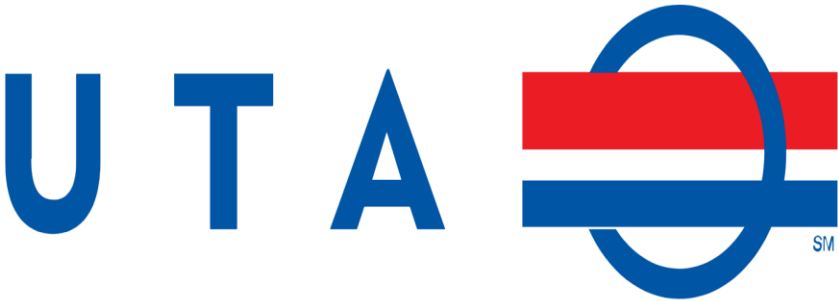
Once the UTA Board approves the final 5-year Capital Plan, the proposed capital budget for fiscal year 2022 will be incorporated into UTA's proposed 2022 overall budget. The 5-year capital plan will support the overall 5-year financial plan.

ATTACHMENTS:

Draft 5-year Capital Plan

Utah Transit Authority Five-Year Capital Plan

2022-2026



1 Introduction

1.1 Purpose of document

Utah Transit Authority Board of Trustees Policy No. 2.1 Financial Management, requires the Executive Director to develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The plan must be fiscally constrained and maintain all assets in a state of good repair to protect the Authority’s capital investments, maintain safety and minimize future maintenance and replacement costs. Five-year forecasts help mitigate challenges of applying a one-year budget to multi-year projects, and also helps in long-range budget planning, including setting of priorities.

1.2 Definition of Capital Projects

For the purpose of this document, capital projects include all construction, capital improvements, major equipment purchases and other special projects requiring one or more expenditures totaling \$25,000 or more. This includes projects that are partially or fully funded by outside funding sources (e.g. grants, state funds, local partners, etc.). Other requests under \$25,000 should be included in departmental operating budgets.

Examples of capital projects include:

- New construction (new transit infrastructure, facilities, buildings or major additions, including studies/design to support future project construction)
- Building repairs, renovations, demolition, or upgrades
- Major maintenance (capital renewal and deferred maintenance)
- Safety, ADA, or Legal Compliance construction projects
- Energy conservation improvements
- Grounds improvement
- Real Estate Acquisition or Leasing
- Vehicles
- HVAC/Reroofing Projects
- Telecommunication and Information Technology systems (hardware and/or software)
- New or replacement equipment or furniture

2 Five-year Capital Plan Development Process

The annual capital planning process results in a prioritized list of projects for the upcoming fiscal year capital budget and a forward looking five-year capital plan. In general, the projects incorporated into the capital plan must reflect UTA's Strategic Plan and regional transit initiatives.

2.1 Project Requests

New project requests are submitted annually and prioritized by management for funding consideration. The proposed project should meet a specific objective such as a mobility need, state of good repair or infrastructure need or requirement, and be consistent with UTA's overall strategic plan and goals.

Project requests must include the overall project costs, the yearly budget needs for the project development, and the long term operating and maintenance costs, including state of good repair costs if applicable. Potential funding sources are also identified in the project request.

2.2 Project Prioritization

Completed project requests are compiled then prioritized by management. Prioritization considerations encompass UTA's Strategic Goals and Objectives including:

- Service
 - Leveraging grants and other partner funds
 - Contributing to system improvements
- Stewardship
 - Maintaining a State of Good Repair
 - Assuring a safe system
- People
 - Benefits to UTA patrons
 - Benefits to UTA employees

Projects with a lower priority may be reduced in scope or moved to subsequent years as necessary. Once prioritized, the draft 5-year plan is submitted to the Executive Team for review. Requests are trimmed as needed to meet the anticipated 5-year budget resources, which is based on committed or reasonably foreseeable funding sources.

3 Proposed Capital Plan

Overview

UTA’s capital plan is focused on delivery of projects. A key consideration in developing funding allocations is the agency’s project delivery capacity after considering available resources.

As part of the 2022-2026 Five Year Capital Plan, projects have been classified into an “Active” or “Proposed” status. “Active” projects are projects UTA is actively pursuing and has allocated funding. “Proposed” projects are projects that have been identified but do not have all the resources necessary to deliver the project. Resources include:

- Funding
- Detailed Project Scope
- Comprehensive budget estimates
- High-level project delivery schedule
- Adequate personnel to deliver project

As those resources become available and the agency wishes to advance a project to the active classification, the Project Manager or Director/Regional General Manager will coordinate with those individuals responsible for getting a project added to the capital budget and prepare the necessary material for the Board to consider to approve the request to advance the project(s). This would typically occur during the annual budget development process, but could be advanced after consultation with the Local Advisory Council and Board approval.

The 2022-2026 capital requests have been compiled and prioritized. Tables showing the proposed capital budget by year are presented below in year of expenditure dollars, as well as overall 5-year summaries by both project type and funding source. Attachment A shows the detailed list of projects proposed to be funded, including the annual and 5-year budget, anticipated grant and local partner funds, and the required UTA funds for each project.

The proposed capital plan for 2022 will be incorporated into UTA’s proposed 2022 annual budget. Any new, unforeseen items that come up during the year will be considered for annual budget adjustments or amendments as needed.

In the following tables, any discrepancy between the proposed budget and source funds is currently being pursued through the grant applications.

Proposed 2022 Capital Budget Summary

Project Categories	2022 Proposed Budget	Grants	State/Local Partners	UTA Funds*
5310 Project	\$1,762,653	\$1,433,047	\$299,606	\$30,000
Asset Management- Facilities	\$4,600,000	\$0	\$0	\$4,600,000
Asset Management- Rail Infrastructure	\$9,300,000	\$0	\$0	\$9,300,000
Asset Management- Rail Systems	\$18,590,000	\$0	\$365,000	\$18,225,000
Asset Management- Vehicle New Purchase	\$23,625,911	\$4,983,108	\$0	\$18,642,803
Asset Management- Vehicle Rehabilitation	\$14,471,775	\$763,779	\$0	\$13,707,996
Information Technology	\$13,614,900	\$5,600,000	\$0	\$8,014,900
Major Capital Project	\$101,872,107	\$25,498,435	\$42,368,217	\$34,005,455
Other Capital Projects	\$35,071,195	\$10,012,556	\$5,497,003	\$19,561,636
Property/TOD/Real Estate	\$6,040,000	\$0	\$0	\$6,040,000
Safety & Security/Police	\$2,068,061	\$0	\$0	\$2,068,061
Grand Total	\$231,016,602	\$48,290,925	\$48,529,826	\$134,195,851

*UTA 2022 funds include: \$35,000,000 in bonds and approximately \$15,832,000 in leasing

Proposed 2023 Capital Budget Summary

Project Categories	2023 Proposed Budget	Grants	State/Local Partners	UTA Funds*
5310 Project	\$306,420	\$306,420	\$0	\$0
Asset Management- Facilities	\$7,450,000	\$0	\$0	\$7,450,000
Asset Management- Rail Infrastructure	\$4,075,000	\$0	\$0	\$4,075,000
Asset Management- Rail Systems	\$22,875,000	\$12,144,282	\$0	\$10,730,718
Asset Management- Vehicle New Purchase	\$66,993,075	\$14,902,000	\$1,431,824	\$50,659,251
Asset Management- Vehicle Rehabilitation	\$16,149,275	\$3,350,000	\$0	\$12,799,275
Information Technology	\$23,057,654	\$13,643,800	\$0	\$9,413,854
Major Capital Project	\$169,847,501	\$30,647,528	\$88,856,158	\$3,303,815
Other Capital Projects	\$45,704,200	\$11,597,910	\$5,554,203	\$24,212,087
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$40,000
Safety & Security/Police	\$1,487,476	\$0	\$0	\$1,487,476
Grand Total	\$357,985,601	\$86,591,940	\$95,842,185	\$124,171,476

*UTA 2023 funds include: approximately \$5,256,000 in bonds and \$41,921,000 in leasing

Proposed 2024 Capital Budget Summary

Project Categories	2024 Proposed Budget	Grants	State/Local Partners	UTA Funds*
5310 Project	\$0	\$0	\$0	\$0
Asset Management- Facilities	\$6,700,000	\$0	\$0	\$6,700,000
Asset Management- Rail Infrastructure	\$3,300,000	\$0	\$0	\$3,300,000
Asset Management- Rail Systems	\$17,966,500	\$13,100,000	\$0	\$4,866,500
Asset Management- Vehicle New Purchase	\$55,148,832	\$0	\$0	\$55,148,832
Asset Management- Vehicle Rehabilitation	\$16,685,150	\$2,400,000	\$0	\$14,285,150
Information Technology	\$25,184,865	\$11,689,700	\$0	\$13,495,165
Major Capital Project	\$112,323,299	\$0	\$82,323,299	\$5,000,000
Other Capital Projects	\$30,221,600	\$2,547,312	\$3,856,324	\$21,897,964
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$40,000
Safety & Security/Police	\$1,233,224	\$0	\$0	\$1,233,224
Grand Total	\$268,803,470	\$29,737,012	\$86,179,623	\$125,966,835

*UTA 2024 funds include: \$0 in bonds and approximately \$57,799,000 in leasing

Proposed 2025 Capital Budget Summary

Project Categories	2025 Proposed Budget	Grants	State/Local Partners	UTA Funds*
5310 Project	\$0	\$0	\$0	\$0
Asset Management- Facilities	\$4,450,000	\$0	\$0	\$4,450,000
Asset Management- Rail Infrastructure	\$6,650,000	\$0	\$0	\$6,650,000
Asset Management- Rail Systems	\$9,687,500	\$5,000,000	\$0	\$4,687,500
Asset Management- Vehicle New Purchase	\$48,700,000	\$0	\$0	\$48,700,000
Asset Management- Vehicle Rehabilitation	\$18,581,775	\$2,400,000	\$10,581,775	\$5,600,000
Information Technology	\$10,831,069	\$0	\$0	\$10,831,069
Major Capital Project	\$117,500,000	\$0	\$105,000,000	\$5,000,000
Other Capital Projects	\$24,926,600	\$2,340,018	\$6,716,979	\$15,869,603
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$40,000
Safety & Security/Police	\$1,100,000	\$0	\$0	\$1,100,000
Grand Total	\$242,466,944	\$9,740,018	\$122,298,754	\$102,928,172

*UTA 2025 funds include: \$0 in bonds and \$51,200,000 in leasing

Proposed 2026 Capital Budget Summary

Project Categories	2026 Proposed Budget	Grants	State/Local Partners	UTA Funds*
5310 Project	\$0	\$0	\$0	\$0
Asset Management- Facilities	\$1,850,000	\$0	\$0	\$1,850,000
Asset Management- Rail Infrastructure	\$4,900,000	\$0	\$0	\$4,900,000
Asset Management- Rail Systems	\$5,525,000	\$750,000	\$0	\$4,775,000
Asset Management- Vehicle New Purchase	\$26,050,000	\$0	\$0	\$26,050,000
Asset Management- Vehicle Rehabilitation	\$21,000,000	\$2,400,000	\$10,500,000	\$8,100,000
Information Technology	\$4,821,676	\$0	\$0	\$4,821,676
Major Capital Project	\$66,500,000	\$0	\$54,000,000	\$5,000,000
Other Capital Projects	\$20,100,000	\$0	\$5,000,000	\$15,100,000
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$40,000
Safety & Security/Police	\$795,000	\$0	\$0	\$795,000
Grand Total	\$151,581,676	\$3,150,000	\$69,500,000	\$71,431,676

*UTA 2026 funds include: \$0 in bonds and \$29,400,000 in leasing

Proposed 5-Year Capital Plan Summary by Project Category

Project Categories	Proposed 5-Year Budget	Grants	State/Local Partners	UTA Funds*
5310 Project	\$2,069,073	\$1,739,467	\$299,606	\$30,000
Asset Management- Facilities	\$25,050,000	\$0	\$0	\$25,050,000
Asset Management- Rail Infrastructure	\$28,225,000	\$0	\$0	\$28,225,000
Asset Management- Rail Systems	\$74,644,000	\$30,994,282	\$365,000	\$43,284,718
Asset Management- Vehicle New Purchase	\$220,517,818	\$19,885,108	\$1,431,824	\$199,200,886
Asset Management- Vehicle Rehabilitation	\$86,887,975	\$11,313,779	\$0	\$75,574,196
Information Technology	\$77,510,164	\$30,933,500	\$0	\$46,576,664
Major Capital Project	\$568,042,907	\$56,145,963	\$372,547,674	\$52,309,270
Other Capital Projects	\$156,023,595	\$26,497,796	\$23,624,509	\$99,641,290
Property/TOD/Real Estate	\$6,200,000	\$0	\$0	\$6,200,000
Safety & Security/Police	\$6,683,761	\$0	\$0	\$6,683,761
Grand Total	\$1,251,854,293	\$177,509,895	\$398,268,613	\$582,775,785

*UTA 5-year funds include: approximately \$40,256,000 in bonds and \$199,551,000 in leasing

Proposed 5-Year Capital Plan Summary by Year

Year	Proposed Budget	Grants	State/Local Partners	UTA Funds*
2022	\$231,016,602	\$48,290,925	\$48,529,826	\$134,195,851
2023	\$357,985,601	\$86,591,940	\$95,842,185	\$124,171,476
2024	\$268,803,470	\$29,737,012	\$86,179,623	\$125,966,835
2025	\$242,466,944	\$9,740,018	\$122,298,754	\$102,928,172
2026	\$151,581,676	\$3,150,000	\$69,500,000	\$71,431,676
Total	\$1,251,554,293	\$177,509,895	\$398,268,613	\$582,475,785

*UTA funds include: \$40,256,000 in bonds and \$199,551,000 in leasing

4 Five-Year Plans

The five-year capital plan will be updated annually. Cost estimates and potential funding sources for projects are more accurate the closer they are to year of expenditure; therefore, in addition to including new project requests each year, the plan will be updated as necessary to adjust project costs and year of expenditure as they become more refined for each project. Funding sources and amounts will also be updated as they become more certain.

Approval of the 5-year capital plan will authorize the Agency to enter contracts for those projects that are multi-year in nature.

This 5-year capital plan will inform the ongoing updates to regional transportation plans and associated implementation funding plans prepared by the metropolitan planning organizations within UTA's service area.

4.1 Project Requests

A number of the projects in the 5-year plan assume that significant local, state, and/or federal funds may become available. If those funds do not materialize, the project would need to be delayed until such time as additional funding could be secured. These projects include:

- Midvalley BRT: Federal Transit Administration Small Starts grant anticipated
- SL-Central Headquarters: Significant Local Partner contributions anticipated
- Point of the Mountain Transit: Significant State and/or Federal funds anticipated

For any new capital development project, such as the Mid-Valley BRT, Point of the Mountain Transit, or S-Line Extension, the locally preferred alternative and the funding plan would have to be presented to the UTA Advisory Council and recommended for approval before the project construction could advance.

The details of the UTA 2022 through 2026 Five-year Capital Plan are presented in the attached tables.

Attachment A
UTA 5-Year Capital Plan - Project Detail
2022 through 2026

UTA 5-Year Capital Plan: 2022-2026 Summary

Program/Project Name	2022 Proposed Budget	2022 Total UTA Funds	2023 Proposed Budget	2023 Total UTA Funds	2024 Proposed Budget	2024 Total UTA Funds	2025 Proposed Budget	2025 Total UTA Funds	2026 Proposed Budget	2026 Total UTA Funds	5-Year Proposed Budget	Total UTA 5-Year Funds
5310 Project	\$1,762,653	\$30,000	\$306,420	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,069,073	\$30,000
CDAD06- 5310 Admin Funds	\$294,522	\$0	\$306,420	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,942	\$0
IC1213 - E Voucher Phase 2	\$538,200	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$538,200	\$30,000
MSP249- FY19/20 - 5310 Funds - SLU/WV	\$479,576	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$479,576	\$0
MSP250- FY19/20 - 5310 Funds - O/L	\$269,175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$269,175	\$0
MSP251- FY19/20 - 5310 Funds - P/O	\$181,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$181,180	\$0
Asset Management - Facilities	\$4,600,000	\$4,600,000	\$7,450,000	\$7,450,000	\$6,700,000	\$6,700,000	\$4,450,000	\$4,450,000	\$1,850,000	\$1,850,000	\$25,050,000	\$25,050,000
FMA559- Office Equipment Reserve	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	\$500,000
FMA652- Equipment Managed Reserve	\$1,000,000	\$1,000,000	\$500,000	\$500,000	\$500,000	\$500,000	\$1,000,000	\$1,000,000	\$500,000	\$500,000	\$3,500,000	\$3,500,000
FMA653- Facilities Rehab and Replacement	\$1,500,000	\$1,500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$0	\$0	\$5,500,000	\$5,500,000
FMA672- Park and Ride Rehab/Replacement	\$750,000	\$750,000	\$500,000	\$500,000	\$750,000	\$750,000	\$1,000,000	\$1,000,000	\$500,000	\$500,000	\$3,500,000	\$3,500,000
FMA673- Stations and Platforms Rehab/Replace	\$500,000	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$500,000	\$500,000	\$1,750,000	\$1,750,000
FMA679- Building Remodels/Reconfiguration	\$250,000	\$250,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$250,000	\$250,000	\$800,000	\$800,000
NP-51- Warm Springs Sewer Line Relocation	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
SGR302- FR Snow Melt System Replacement	\$0	\$0	\$5,000,000	\$5,000,000	\$4,000,000	\$4,000,000	\$0	\$0	\$0	\$0	\$9,000,000	\$9,000,000
Asset Management- Rail Infrastructure	\$9,300,000	\$9,300,000	\$4,075,000	\$4,075,000	\$3,300,000	\$3,300,000	\$6,650,000	\$6,650,000	\$4,900,000	\$4,900,000	\$28,225,000	\$28,225,000
MSP257- Gap filler on FR stations	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
SGR359- Bridge Rehabilitation & Maintenance	\$300,000	\$300,000	\$450,000	\$450,000	\$300,000	\$300,000	\$400,000	\$400,000	\$400,000	\$400,000	\$1,850,000	\$1,850,000
SGR385- Rail Rehab and Replacement	\$5,500,000	\$5,500,000	\$1,375,000	\$1,375,000	\$750,000	\$750,000	\$4,000,000	\$4,000,000	\$2,000,000	\$2,000,000	\$13,625,000	\$13,625,000
SGR393- Grade Crossings Rehab/Replacement	\$2,500,000	\$2,500,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,500,000	\$2,500,000	\$11,000,000	\$11,000,000
SGR401- Ballast and Ties Rehab/Replacement	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$0	\$1,000,000	\$1,000,000
Asset Management- Rail Systems	\$18,590,000	\$18,225,000	\$28,875,000	\$10,730,718	\$19,966,500	\$4,866,500	\$9,687,500	\$4,687,500	\$5,525,000	\$4,775,000	\$74,644,000	\$43,284,718
MSP189- Signal Pre-emption Projects w/UDOT	\$365,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,000	\$0
SGR047- Stray Current Mitigation	\$525,000	\$525,000	\$525,000	\$525,000	\$462,500	\$462,500	\$462,500	\$462,500	\$525,000	\$525,000	\$2,500,000	\$2,500,000
SGR397- Traction Power Rehab/Replacement	\$10,000,000	\$10,000,000	\$17,400,000	\$5,255,718	\$13,100,000	\$0	\$5,000,000	\$0	\$750,000	\$0	\$46,250,000	\$15,255,718
SGR398- OCS Wire Survey	\$2,700,000	\$2,700,000	\$950,000	\$950,000	\$904,000	\$904,000	\$925,000	\$925,000	\$925,000	\$925,000	\$6,404,000	\$6,404,000
SGR403- Train Control Rehab/Replacement	\$3,000,000	\$3,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,500,000	\$1,300,000	\$1,300,000	\$1,325,000	\$1,325,000	\$9,125,000	\$9,125,000
SGR404- Rail Switches/Trackwork Controls	\$3,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000	\$10,000,000
Asset Management- Vehicle New Purchase	\$23,625,911	\$18,642,803	\$66,993,075	\$50,659,251	\$55,148,832	\$55,148,832	\$48,700,000	\$48,700,000	\$26,050,000	\$26,050,000	\$220,517,818	\$199,200,886
NP-52- VW battery buses	\$7,118,748	\$2,135,640	\$22,030,000	\$9,918,000	\$0	\$0	\$0	\$0	\$0	\$0	\$29,148,748	\$12,053,640
REV205- Non-Rev Service Vehicle Replace	\$650,000	\$650,000	\$750,000	\$750,000	\$350,000	\$350,000	\$500,000	\$500,000	\$750,000	\$750,000	\$3,000,000	\$3,000,000
REV209- Paratransit Vehicle Replacement	\$3,125,376	\$3,125,376	\$3,199,593	\$3,199,593	\$3,275,592	\$3,275,592	\$3,400,000	\$3,400,000	\$3,400,000	\$3,400,000	\$16,400,561	\$16,400,561
REV211- Bus Replacement	\$11,307,289	\$11,307,289	\$35,200,000	\$35,200,000	\$50,100,000	\$50,100,000	\$43,000,000	\$43,000,000	\$20,200,000	\$20,200,000	\$159,807,289	\$159,807,289
REV212- Park City Lo/No Grant	\$0	\$0	\$4,542,522	\$320,988	\$0	\$0	\$0	\$0	\$0	\$0	\$4,542,522	\$320,988
REV232- Van Pool Replacement	\$1,424,498	\$1,424,498	\$1,270,960	\$1,270,960	\$1,423,240	\$1,423,240	\$1,800,000	\$1,800,000	\$1,700,000	\$1,700,000	\$7,618,698	\$7,618,698
Asset Management- Vehicle Rehabilitation	\$14,471,775	\$13,707,996	\$16,149,275	\$12,799,275	\$16,685,150	\$14,285,150	\$18,581,775	\$5,600,000	\$21,000,000	\$8,100,000	\$86,887,975	\$75,574,196
NP-16- GPS Telematics System	\$440,000	\$440,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,000	\$440,000
REV224- Bus Engine/Trans/Comp Rehab/Replace	\$2,000,000	\$2,000,000	\$3,000,000	\$600,000	\$3,000,000	\$600,000	\$3,000,000	\$600,000	\$3,000,000	\$600,000	\$14,000,000	\$4,400,000
REV233- Comet Car Replacement	\$0	\$0	\$2,250,000	\$2,250,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$7,500,000	\$7,500,000	\$15,750,000	\$15,750,000
SGR400- Light Rail Vehicle Rehab	\$7,181,775	\$7,181,775	\$7,699,275	\$7,699,275	\$8,285,150	\$8,285,150	\$10,581,775	\$0	\$10,500,000	\$0	\$44,247,975	\$44,247,975
SGR353- Commuter Rail Engine Overhaul	\$2,500,000	\$1,736,221	\$1,500,000	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$2,286,221
SGR386- LRV Accident Repair	\$1,600,000	\$1,600,000	\$700,000	\$400,000	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$2,700,000	\$2,700,000
SGR391- Commuter Rail Vehicle Rehab and Replacement	\$750,000	\$750,000	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$0	\$0	\$5,750,000	\$5,750,000
Information Technology	\$13,614,900	\$8,014,900	\$23,057,654	\$9,413,854	\$25,184,865	\$10,831,069	\$10,831,069	\$10,831,069	\$4,821,676	\$4,821,676	\$77,510,164	\$46,576,664
ICID01- Passenger Information	\$750,000	\$750,000	\$2,000,000	\$400,000	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$3,100,000	\$1,500,000
ICID05- EFC Rehab and Replacement	\$225,000	\$225,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000	\$525,000
IC1146- FrontRunner WiFi Enhancements	\$350,000	\$350,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$350,000	\$350,000	\$850,000	\$850,000
IC1173- JDE System Enhancement	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$0	\$200,000	\$200,000
IC1179- Network & Infrastructure Equipment	\$398,900	\$398,900	\$278,404	\$278,404	\$296,740	\$296,740	\$280,704	\$280,704	\$278,716	\$278,716	\$1,533,464	\$1,533,464
IC1183- Legal SW	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
IC1186- In-house App Dev. & Enhancements	\$50,000	\$50,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$850,000	\$850,000
IC1191- IT Managed Reserve (formerly IT Pool)	\$300,000	\$300,000	\$350,000	\$350,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$1,850,000	\$1,850,000
IC1197- Bus Communication On-Board Tech	\$85,000	\$85,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$200,000	\$200,000	\$585,000	\$585,000
IC1198- Info Security Eq/SW (PCI Comp & Cyber Security)	\$410,000	\$410,000	\$445,000	\$445,000	\$210,000	\$210,000	\$260,000	\$260,000	\$475,000	\$475,000	\$1,800,000	\$1,800,000
IC1199- Rail Communication On-Board Tech	\$80,000	\$80,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$480,000	\$480,000
IC201- Server, Storage Infrastructure Eq & SW	\$556,000	\$556,000	\$594,000	\$594,000	\$473,000	\$473,000	\$165,000	\$165,000	\$186,000	\$186,000	\$1,974,000	\$1,974,000
IC202- Radio Communication Infrastructure	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	\$500,000
IC214- InRt APC Upgrade	\$0	\$0	\$335,500	\$335,500	\$243,000	\$243,000	\$243,000	\$243,000	\$262,600	\$262,600	\$1,084,100	\$1,084,100
IC217- Transit Management System	\$2,400,000	\$2,400,000	\$950,000	\$950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,350,000	\$3,350,000
NP-1- New Radio Communication System	\$0	\$0	\$2,000,000	\$2,000,000	\$8,000,000	\$8,000,000	\$500,000	\$500,000	\$0	\$0	\$10,500,000	\$10,500,000
NP-14- Fares Systems Replacement Program	\$7,000,000	\$1,400,000	\$15,054,750	\$3,010,950	\$14,612,125	\$2,922,425	\$8,382,365	\$8,382,365	\$1,999,360	\$1,999,360	\$47,048,600	\$17,715,100
NP-45- ERP / HCM and Maintenance System External Needs Review	\$150,000	\$150,000	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
NP-46- JDE 9.2. Application Upgrade - UNX	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
NP-47- SharePoint 2016 Migration to SharePoint Online Support	\$60,000	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
NP-54- Customer Relations Software Replacement	\$370,000	\$370,000	\$0	\$0	\$0	\$0	\$0	\$0	\$270,000	\$270,000	\$640,000	\$640,000
Major Capital Project	\$101,872,107	\$34,005,455	\$169,847,501	\$3,303,815	\$112,323,299	\$5,000,000	\$117,500,000	\$5,000,000	\$66,500,000	\$5,000,000	\$668,042,907	\$52,309,270
MSP102- Depot District	\$32,562,000	\$25,387,170	\$12,000,000	\$188,661	\$0	\$0	\$0	\$0	\$0	\$0	\$44,562,000	\$25,575,831
MSP185- Ogden/Weber State University BRT	\$25,465,107	\$4,800,000	\$17,402,501	\$1,365,154	\$0	\$0	\$0	\$0	\$0	\$0	\$42,867,608	\$6,

UTA 5- Year Capital Plan: 2022-2026 Summary

Program/Project Name	2022 Proposed Budget	2022 Total UTA Funds	2023 Proposed Budget	2023 Total UTA Funds	2024 Proposed Budget	2024 Total UTA Funds	2025 Proposed Budget	2025 Total UTA Funds	2026 Proposed Budget	2026 Total UTA Funds	5- Year Proposed Budget	Total UTA 5- Year Funds
FMA656- Facility Security	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$0	\$200,000	\$200,000
FMA658- Bus Camera Overhaul/Replacement	\$40,000	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
FMA659- Emergency Operations Training	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$0	\$0	\$60,000	\$60,000
FMA676- Security General Projects	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$0	\$80,000	\$80,000
ICI140- Next Crossing Camera Installation	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$0	\$0	\$160,000	\$160,000
NP-36- Arc Flash Analysis	\$362,061	\$362,061	\$341,476	\$341,476	\$87,224	\$87,224	\$0	\$0	\$0	\$0	\$790,761	\$790,761
NP-38- Police CAD/RMS w Optional Taser/Body Cams	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Grand Total	\$231,016,602	\$134,195,851	\$357,985,601	\$124,171,476	\$268,803,470	\$125,966,835	\$242,466,944	\$102,928,172	\$151,581,676	\$71,431,676	\$1,251,854,293	\$582,775,785

UTA 5- Year Capital Plan: 2022 Details

Program/Project Name	2022 Total Budget	2022 Bonds	2022 Grants	2022 Grants- Unfunded	2022 Lease	2022 State	2022 4th Qtr	2022 Local Partners	2022- UTA Local	2022 Total UTA Funds
5310 Project	\$1,762,653	\$0	\$1,433,047	\$0	\$0	\$0	\$0	\$299,606	\$30,000	\$30,000
CDA006- 5310 Admin Funds	\$294,522	\$0	\$294,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ICI213- E Voucher Phase 2	\$538,200	\$0	\$508,200	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
MSP249- FY19/20 - 5310 Funds - SL/WV	\$479,576	\$0	\$322,986	\$0	\$0	\$0	\$0	\$156,590	\$0	\$0
MSP250- FY19/20 - 5310 Funds - O/L	\$269,175	\$0	\$185,276	\$0	\$0	\$0	\$0	\$83,899	\$0	\$0
MSP251- FY19/20 - 5310 Funds - P/O	\$181,180	\$0	\$122,063	\$0	\$0	\$0	\$0	\$59,117	\$0	\$0
Asset Management- Facilities	\$4,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,600,000	\$4,600,000
FMA559- Office Equipment Reserve	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA652- Equipment Managed Reserve	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
FMA653- Facilities Rehab and Replacement	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
FMA672- Park and Ride Rehab/Replacement	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
FMA673- Stations and Platforms Rehab/Replace	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
FMA679- Building Remodels/Reconfiguration	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
NP-51- Warm Springs Sewer Line Relocation	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
SGR392- FR Snow Melt System Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Rail Infrastructure	\$9,300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,300,000	\$9,300,000
MSP257- Gap filler on FR stations	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
SGR359- Bridge Rehabilitation & Maintenance	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
SGR385- Rail Rehab and Replacement	\$5,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500,000	\$5,500,000
SGR393- Grade Crossings Rehab/Replacement	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
SGR401- Ballast and Ties Rehab/Replacement	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Asset Management- Rail Systems	\$18,590,000	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$365,000	\$8,225,000	\$18,225,000
MSP189- Signal Pre-emption Projects w/UDOT	\$365,000	\$0	\$0	\$0	\$0	\$0	\$0	\$365,000	\$0	\$0
SGR047- Stray Current Mitigation	\$525,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000	\$525,000
SGR397- Traction Power Rehab/Replacement	\$10,000,000	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,000
SGR398- OCS Wire Survey	\$2,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700,000	\$2,700,000
SGR403- Train Control Rehab/Replacement	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000
SGR404- Rail Switches/Trackwork Controls	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Asset Management- Vehicle New Purchase	\$23,625,911	\$0	\$4,983,108	\$0	\$15,831,787	\$0	\$0	\$0	\$2,811,016	\$18,642,803
NP-52- VV battery buses	\$7,118,748	\$0	\$4,983,108	\$0	\$0	\$0	\$0	\$0	\$2,135,640	\$2,135,640
REV205- Non-Rev Service Vehicle Replace	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000	\$650,000
REV209- Paratransit Vehicle Replacement	\$3,125,376	\$0	\$0	\$0	\$3,100,000	\$0	\$0	\$0	\$25,376	\$3,125,376
REV211- Bus Replacement	\$11,307,289	\$0	\$0	\$0	\$11,307,289	\$0	\$0	\$0	\$0	\$11,307,289
REV212- Park City Lo/No Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV232- Van Pool Replacement	\$1,424,498	\$0	\$0	\$0	\$1,424,498	\$0	\$0	\$0	\$0	\$1,424,498
Asset Management- Vehicle Rehabilitation	\$14,471,775	\$0	\$763,779	\$0	\$0	\$0	\$7,181,775	\$0	\$6,526,221	\$13,707,996
NP-16- GPS Telemetrics System	\$440,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,000	\$440,000
REV224- Bus Engine/Trans/Comp Rehab/Replace	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
REV233- Comet Car Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR040- Light Rail Vehicle Rehab	\$7,181,775	\$0	\$0	\$0	\$0	\$0	\$7,181,775	\$0	\$0	\$7,181,775
SGR353- Commuter Rail Engine Overhaul	\$2,500,000	\$0	\$763,779	\$0	\$0	\$0	\$0	\$0	\$1,736,221	\$1,736,221
SGR386- LRV Accident Repair	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,000	\$1,600,000
SGR391- Commuter Rail Vehicle Rehab and Replacement	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
Information Technology	\$13,614,900	\$0	\$5,600,000	\$0	\$0	\$0	\$0	\$0	\$8,014,900	\$8,014,900
ICI001- Passenger Information	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
ICI005- EFC Rehab and Replacement	\$225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225,000	\$225,000
ICI146- FrontRunner WiFi Enhancements	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
ICI173- JDE System Enhancement	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
ICI179- Network & Infrastructure Equipment	\$398,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398,900	\$398,900
ICI183- Legal SW	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
ICI186- In-house App Dev. & Enhancements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
ICI191- IT Managed Reserved (formerly IT Pool)	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
ICI197- Bus Communication On-Board Tech	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$85,000
ICI198- Info Security Eq/SW (PCI Comp & Cyber Security)	\$410,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$410,000	\$410,000
ICI199- Rail Communication On-Board Tech	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$80,000
ICI201- Server, Storage Infrastructure Eq & SW	\$556,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$556,000	\$556,000
ICI202- Radio Communication Infrastructure	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
ICI214- Init APC Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ICI217- Transit Management System	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400,000	\$2,400,000
NP-1- New Radio Communication System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-14- Fares Systems Replacement Program	\$7,000,000	\$0	\$5,600,000	\$0	\$0	\$0	\$0	\$0	\$1,400,000	\$1,400,000
NP-45- ERP / HCM and Maintenance System External Needs Review	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
NP-46- JDE 9.2. Application Upgrade - Unx	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
NP-47- SharePoint 2016 Migration to SharePoint Online Support	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
NP-54- Customer Relations Software Replacement	\$370,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$370,000	\$370,000
Major Capital Project	\$101,872,107	\$25,000,000	\$25,498,435	\$0	\$0	\$38,446,247	\$0	\$3,921,970	\$9,005,455	\$34,005,455
MSP102- Depot District	\$32,562,000	\$25,000,000	\$3,377,587	\$0	\$0	\$37,972,433	\$0	\$0	\$28,387,170	\$25,387,170
MSP185- Ogden/Weber State University BRT	\$25,465,107	\$0	\$18,436,103	\$0	\$0	\$2,229,004	\$0	\$0	\$4,800,000	\$4,800,000
MSP205- TIGER Program of Projects	\$8,206,000	\$0	\$2,798,700	\$0	\$0	\$0	\$0	\$3,126,000	\$2,281,300	\$2,281,300
MSP215- Sharp-Tintic Rail Connection	\$1,439,000	\$0	\$886,045	\$0	\$0	\$80,000	\$0	\$435,970	\$36,985	\$36,985
MSP216- Point of Mountain AA/EIS	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0
MSP252- FrontRunner Double Tracking	\$15,000,000	\$0	\$0	\$0	\$0	\$13,500,000	\$0	\$0	\$1,500,000	\$1,500,000
MSP253- Mid-Valley Connector	\$15,000,000	\$0	\$0	\$0	\$0	\$14,640,000	\$0	\$360,000	\$0	\$0
MSP259- S-Line Extension	\$1,200,000	\$0	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0
Other Capital Projects	\$35,071,195	\$0	\$10,012,556	\$0	\$0	\$0	\$4,038,000	\$5,497,003	\$15,523,636	\$19,561,636
MSP122- Positive Train Control	\$302,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$302,000	\$302,000
MSP132- Technical Support for IPCS Maintenance and Enhancements	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$85,000
MSP140- Box Elder Right of Way Preservation	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$0	\$0
MSP194- 650 South Station	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000

UTA 5- Year Capital Plan: 2022 Details

Program/Project Name	2022 Total Budget	2022 Bonds	2022 Grants	2022 Grants- Unfunded	2022 Lease	2022 State	2022 4th Qtr	2022 Local Partners	2022- UTA Local	2022 Total UTA Funds
MSP198- Wayfinding Signage	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
MSP202- Davis-SLC Community Connector	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
MSP227- Meadowbrook Expansion	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000
MSP233- North Temple EOL (SLC CMAQ grant)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP248- Capital Planning/Env Analysis	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
MSP255- Central Corridor Transit	\$500,000	\$0	\$465,000	\$0	\$0	\$0	\$0	\$0	\$35,000	\$35,000
MSP258- Mt Ogden Admin Bldg expansion	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
MSP999- Capital Contingency	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
NP-13- South Valley Transit (formerly known as Provo to Payson Transit)	\$1,500,000	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
NP-18- Program Management Support	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$2,500,000	\$4,000,000
NP-23- 3500 South TSP Upgrade	\$288,000	\$0	\$0	\$0	\$0	\$0	\$288,000	\$0	\$0	\$288,000
NP-29- New Maintenance Training Facility	\$480,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$480,000	\$480,000
NP-39- Tooele County Microtransit & Vehicle Electrification	\$1,608,995	\$0	\$1,378,896	\$0	\$0	\$0	\$0	\$0	\$230,099	\$230,099
NP-55- Transit Signal Priority On Board Units (TOBU) Project	\$57,200	\$0	\$10,256	\$0	\$0	\$0	\$0	\$7,402	\$39,542	\$39,542
NP-57- Light Rail Red Signal Enforcement	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
NP-59- Trax Operational Simulator	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
NP-60- Public Partnership Projects	\$10,000,000	\$0	\$6,958,404	\$0	\$0	\$0	\$0	\$1,739,601	\$1,301,995	\$1,301,995
NP-69- TechLink Corridor Study	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$200,000	\$200,000
NP-70- Bus Stop Enhancements	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
NP-71- Route End of Line (EOL) Enhancements	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
NP-72- System Restrooms	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
SGR358- Frontrunner Paint Booth	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
SGR390- OK Manufacturing Building	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,350,000	\$1,350,000
Property/TOD/Real Estate	\$6,040,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,040,000	\$6,040,000
NP-10- Property Management - Capital Repairs	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-11- SLCentral HQ Office	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
NP-12- TOD Working Capital	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Safety & Security/Police	\$2,068,061	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,068,061	\$2,068,061
FMA516- Corridor Fencing	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA535- Ballistic Vest Replacement	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
FMA538- Police Radio Replacements	\$56,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,000	\$56,000
FMA539- Tasers	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA543- Vehicle Replacement/Expansion	\$370,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$370,000	\$370,000
FMA557- Bus Safety and Security	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
FMA604- Safety General Projects	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA645- Camera Sustainability	\$470,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$470,000	\$470,000
FMA656- Facility Security	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA658- Bus Camera Overhaul/Replacement	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
FMA659- Emergency Operations Training	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
FMA676- Security General Projects	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
ICI140- Next Crossing Camera Installation	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-36- Arc Flash Analysis	\$362,061	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$362,061	\$362,061
NP-38- Police CAD/RMS w Optional Taser/Body Cams	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Grand Total	\$231,016,602	\$35,000,000	\$48,290,925	\$0	\$15,831,787	\$38,446,247	\$11,219,775	\$10,083,579	\$72,144,289	\$134,195,851

UTA 5- Year Capital Plan: 2023 Details

Program/Project Name	2023 Total Budget	2023 Bonds	2023 Grants	2023 Grants-Unfunded	2023 Lease	2023 State	2023 4th Qtr	2023 Local Partners	2023- UTA Local	2023 Total UTA Funds
5310 Project	\$306,420	\$0	\$306,420	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CDA006- 5310 Admin Funds	\$306,420	\$0	\$306,420	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ICI213- E Voucher Phase 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP249- FY19/20 - 5310 Funds - SL/WV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP250- FY19/20 - 5310 Funds - O/L	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP251- FY19/20 - 5310 Funds - P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Facilities	\$7,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,450,000	\$7,450,000
FMA559- Office Equipment Reserve	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA652- Equipment Managed Reserve	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
FMA653- Facilities Rehab and Replacement	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
FMA672- Park and Ride Rehab/Replacement	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
FMA673- Stations and Platforms Rehab/Replace	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
FMA679- Building Remodels/Reconfiguration	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
NP-51- Warm Springs Sewer Line Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR392- FR Snow Melt System Replacement	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Asset Management- Rail Infrastructure	\$4,075,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,075,000	\$4,075,000
MSP257- Gap filler on FR stations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR359- Bridge Rehabilitation & Maintenance	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$450,000
SGR385- Rail Rehab and Replacement	\$1,375,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,375,000	\$1,375,000
SGR393- Grade Crossings Rehab/Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
SGR401- Ballast and Ties Rehab/Replacement	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Asset Management- Rail Systems	\$22,875,000	\$5,255,718	\$12,144,282	\$0	\$0	\$0	\$0	\$0	\$5,475,000	\$10,730,718
MSP189- Signal Pre-emption Projects w/UDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR047- Stray Current Mitigation	\$525,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000	\$525,000
SGR397- Traction Power Rehab/Replacement	\$17,400,000	\$5,255,718	\$12,144,282	\$0	\$0	\$0	\$0	\$0	\$0	\$5,255,718
SGR398- OCS Wire Survey	\$950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$950,000	\$950,000
SGR403- Train Control Rehab/Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
SGR404- Rail Switches/Trackwork Controls	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Asset Management- Vehicle New Purchase	\$66,993,075	\$0	\$14,902,000	\$0	\$39,670,553	\$0	\$0	\$1,431,824	\$10,988,698	\$50,659,251
NP-52- VW battery buses	\$22,030,000	\$0	\$12,112,000	\$0	\$0	\$0	\$0	\$0	\$9,918,000	\$9,918,000
REV205- Non-Rev Service Vehicle Replace	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
REV209- Paratransit Vehicle Replacement	\$3,199,593	\$0	\$0	\$0	\$3,199,593	\$0	\$0	\$0	\$0	\$3,199,593
REV211- Bus Replacement	\$35,200,000	\$0	\$0	\$0	\$35,200,000	\$0	\$0	\$0	\$0	\$35,200,000
REV212- Park City Lo/No Grant	\$4,542,522	\$0	\$2,790,000	\$0	\$0	\$0	\$0	\$1,431,824	\$320,698	\$320,698
REV232- Van Pool Replacement	\$1,270,960	\$0	\$0	\$0	\$1,270,960	\$0	\$0	\$0	\$0	\$1,270,960
Asset Management- Vehicle Rehabilitation	\$16,149,275	\$0	\$3,350,000	\$0	\$2,250,000	\$0	\$7,699,275	\$0	\$2,850,000	\$12,799,275
NP-16- GPS Telemetrics System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV224- Bus Engine/Trans/Comp Rehab/Replace	\$3,000,000	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
REV233- Comet Car Replacement	\$2,250,000	\$0	\$0	\$0	\$2,250,000	\$0	\$0	\$0	\$0	\$2,250,000
SGR040- Light Rail Vehicle Rehab	\$7,699,275	\$0	\$0	\$0	\$0	\$0	\$7,699,275	\$0	\$0	\$7,699,275
SGR353- Commuter Rail Engine Overhaul	\$1,500,000	\$0	\$950,000	\$0	\$0	\$0	\$0	\$0	\$550,000	\$550,000
SGR386- LRV Accident Repair	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000
SGR391- Commuter Rail Vehicle Rehab and Replacement	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Information Technology	\$23,057,654	\$0	\$13,643,800	\$0	\$0	\$0	\$0	\$0	\$9,413,854	\$9,413,854
ICI001- Passenger Information	\$2,000,000	\$0	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
ICI005- EFC Rehab and Replacement	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
ICI146- FrontRunner WiFi Enhancements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
ICI173- IDE System Enhancement	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
ICI179- Network & Infrastructure Equipment	\$278,404	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$278,404	\$278,404
ICI183- Legal SW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ICI186- In-house App Dev. & Enhancements	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
ICI191- IT Managed Reserved (formerly IT Pool)	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
ICI197- Bus Communication On-Board Tech	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
ICI198- Info Security Eq/SW (PCI Comp & Cyber Security)	\$445,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$445,000	\$445,000
ICI199- Rail Communication On-Board Tech	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
ICI201- Server, Storage Infrastructure Eq & SW	\$594,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$594,000	\$594,000
ICI202- Radio Communication Infrastructure	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
ICI214- Init APC Upgrade	\$335,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$335,500	\$335,500
ICI217- Transit Management System	\$950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$950,000	\$950,000
NP-1- New Radio Communication System	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
NP-14- Fares Systems Replacement Program	\$15,054,750	\$0	\$12,043,800	\$0	\$0	\$0	\$0	\$0	\$3,010,950	\$3,010,950
NP-45- ERP / HCM and Maintenance System External Needs Review	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
NP-46- JDE 9.2. Application Upgrade - UNX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-47- SharePoint 2016 Migration to SharePoint Online Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-54- Customer Relations Software Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Capital Project	\$169,847,501	\$0	\$30,647,528	\$47,040,000	\$0	\$86,963,458	\$188,661	\$1,892,700	\$3,115,154	\$3,303,815
MSP102- Depot District	\$12,000,000	\$0	\$8,694,582	\$0	\$0	\$3,116,757	\$188,661	\$0	\$0	\$188,661
MSP185- Ogden/Weber State University BRT	\$17,402,501	\$0	\$16,037,347	\$0	\$0	\$0	\$0	\$0	\$1,365,154	\$1,365,154
MSP205- TIGER Program of Projects	\$2,500,000	\$0	\$1,207,300	\$0	\$0	\$0	\$0	\$1,292,700	\$0	\$0
MSP215- Sharp-Tintic Rail Connection	\$8,695,000	\$0	\$4,708,299	\$0	\$0	\$3,986,701	\$0	\$0	\$0	\$0
MSP216- Point of Mountain AA/EIS	\$3,000,000	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$1,000,000	\$1,000,000
MSP252- FrontRunner Double Tracking	\$47,250,000	\$0	\$0	\$0	\$0	\$46,500,000	\$0	\$0	\$750,000	\$750,000
MSP253- Mid-Valley Connector	\$70,000,000	\$0	\$0	\$47,040,000	\$0	\$22,360,000	\$0	\$600,000	\$0	\$0
MSP259- S-Line Extension	\$9,000,000	\$0	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0
Other Capital Projects	\$45,704,200	\$0	\$11,597,910	\$4,340,000	\$0	\$0	\$1,800,000	\$5,554,203	\$22,412,087	\$24,212,087
MSP122- Positive Train Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP132- Technical Support for IPCS Maintenance and Enhancements	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$85,000
MSP140- Box Elder Right of Way Preservation	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$0	\$0

UTA 5- Year Capital Plan: 2023 Details

Program/Project Name	2023 Total Budget	2023 Bonds	2023 Grants	2023 Grants-Unfunded	2023 Lease	2023 State	2023 4th Qtr	2023 Local Partners	2023- UTA Local	2023 Total UTA Funds
MSP194- 650 South Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP198- Wayfinding Signage	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
MSP202- Davis-SLC Community Connector	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP227- Meadowbrook Expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP233- North Temple EOL (SLC CMAQ grant)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP248- Capital Planning/Env Analysis	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
MSP255- Central Corridor Transit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP258- Mt Ogden Admin Bldg expansion	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
MSP999- Capital Contingency	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
NP-13- South Valley Transit (formerly known as Provo to Payson Transit)	\$1,500,000	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
NP-18- Program Management Support	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$1,800,000	\$3,300,000
NP-23- 3500 South TSP Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-29- New Maintenance Training Facility	\$4,320,000	\$0	\$0	\$3,840,000	\$0	\$0	\$0	\$0	\$480,000	\$480,000
NP-39- Tooele County Microtransit & Vehicle Electrification	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-55- Transit Signal Priority On Board Units (TOBU) Project	\$499,200	\$0	\$89,506	\$0	\$0	\$0	\$0	\$64,602	\$345,092	\$345,092
NP-57- Light Rail Red Signal Enforcement	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
NP-59- Trax Operational Simulator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-60- Public Partnership Projects	\$10,000,000	\$0	\$6,958,404	\$0	\$0	\$0	\$0	\$1,739,601	\$1,301,995	\$1,301,995
NP-69- TechLink Corridor Study	\$2,450,000	\$0	\$1,950,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0
NP-70- Bus Stop Enhancements	\$1,000,000	\$0	\$800,000	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
NP-71- Route End of Line (EOL) Enhancements	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$250,000	\$1,150,000	\$1,250,000
NP-72- System Restrooms	\$1,000,000	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
SGR358- Frontrunner Paint Booth	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR390- OK Manufacturing Building	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-10- Property Management - Capital Repairs	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-11- SLCentral HQ Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-12- TOD Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety & Security/Police	\$1,487,476	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,487,476	\$1,487,476
FMA516- Corridor Fencing	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA535- Ballistic Vest Replacement	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
FMA538- Police Radio Replacements	\$56,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,000	\$56,000
FMA539- Tasers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA543- Vehicle Replacement/Expansion	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
FMA557- Bus Safety and Security	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
FMA604- Safety General Projects	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA645- Camera Sustainability	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000	\$420,000
FMA656- Facility Security	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA658- Bus Camera Overhaul/Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA659- Emergency Operations Training	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
FMA676- Security General Projects	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
ICI140- Next Crossing Camera Installation	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-36- Arc Flash Analysis	\$341,476	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$341,476	\$341,476
NP-38- Police CAD/RMS w Optional Taser/Body Cams	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$357,985,601	\$5,255,718	\$86,591,940	\$51,380,000	\$41,920,553	\$86,963,458	\$9,687,936	\$8,878,727	\$67,307,269	\$124,171,476

UTA 5- Year Capital Plan: 2024 Details

Program/Project Name	2024 Total Budget	2024 Bonds	2024 Grants	2024 Grants- Unfunded	2024 Lease	2024 State	2024 4th Qtr	2024 Local Partners	2024- UTA Local	2024 Total UTA Funds
5310 Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CDA006- 5310 Admin Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1213- E Voucher Phase 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP249- FY19/20 - 5310 Funds - SL/WV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP250- FY19/20 - 5310 Funds - O/L	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP251- FY19/20 - 5310 Funds - P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Facilities	\$6,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,700,000	\$6,700,000
FMA559- Office Equipment Reserve	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA652- Equipment Managed Reserve	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
FMA653- Facilities Rehab and Replacement	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
FMA672- Park and Ride Rehab/Replacement	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
FMA673- Stations and Platforms Rehab/Replace	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
FMA679- Building Remodels/Reconfiguration	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
NP-51- Warm Springs Sewer Line Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR392- FR Snow Melt System Replacement	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$4,000,000
Asset Management- Rail Infrastructure	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,300,000	\$3,300,000
MSP257- Gap Filler on FR stations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR359- Bridge Rehabilitation & Maintenance	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
SGR385- Rail Rehab and Replacement	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
SGR393- Grade Crossings Rehab/Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
SGR401- Ballast and Ties Rehab/Replacement	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Asset Management- Rail Systems	\$17,966,500	\$0	\$13,100,000	\$0	\$0	\$0	\$0	\$0	\$4,866,500	\$4,866,500
MSP189- Signal Pre-emption Projects w/UDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR047- Stray Current Mitigation	\$462,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$462,500	\$462,500
SGR397- Traction Power Rehab/Replacement	\$13,100,000	\$0	\$13,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR398- OCS Wire Survey	\$904,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$904,000	\$904,000
SGR403- Train Control Rehab/Replacement	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
SGR404- Rail Switches/Trackwork Controls	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Asset Management- Vehicle New Purchase	\$55,148,832	\$0	\$0	\$0	\$54,798,832	\$0	\$0	\$0	\$350,000	\$55,148,832
NP-52- VW battery buses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV205- Non-Rev Service Vehicle Replace	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
REV209- Paratransit Vehicle Replacement	\$3,275,592	\$0	\$0	\$0	\$3,275,592	\$0	\$0	\$0	\$0	\$3,275,592
REV211- Bus Replacement	\$50,100,000	\$0	\$0	\$0	\$50,100,000	\$0	\$0	\$0	\$0	\$50,100,000
REV212- Park City Lo/No Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV232- Van Pool Replacement	\$1,423,240	\$0	\$0	\$0	\$1,423,240	\$0	\$0	\$0	\$0	\$1,423,240
Asset Management- Vehicle Rehabilitation	\$16,685,150	\$0	\$2,400,000	\$0	\$3,000,000	\$0	\$8,285,150	\$0	\$3,000,000	\$14,285,150
NP-16- GPS Telemetrics System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV224- Bus Engine/Trans/Comp Rehab/Replace	\$3,000,000	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
REV233- Comet Car Replacement	\$3,000,000	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
SGR040- Light Rail Vehicle Rehab	\$8,285,150	\$0	\$0	\$0	\$0	\$0	\$8,285,150	\$0	\$0	\$8,285,150
SGR353- Commuter Rail Engine Overhaul	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR386- LRV Accident Repair	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
SGR391- Commuter Rail Vehicle Rehab and Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Information Technology	\$25,184,865	\$0	\$11,689,700	\$0	\$0	\$0	\$0	\$0	\$13,495,165	\$13,495,165
IC1001- Passenger Information	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
IC1005- EFC Rehab and Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1146- FrontRunner WiFi Enhancements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
IC1173- JDE System Enhancement	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
IC1179- Network & Infrastructure Equipment	\$296,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$296,740	\$296,740
IC1183- Legal SW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1186- In-house App Dev. & Enhancements	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
IC1191- IT Managed Reserved (formerly IT Pool)	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
IC1197- Bus Communication On-Board Tech	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1198- Info Security Eq/SW (PCI Comp & Cyber Security)	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210,000	\$210,000
IC1199- Rail Communication On-Board Tech	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1201- Server, Storage Infrastructure Eq & SW	\$473,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$473,000	\$473,000
IC1202- Radio Communication Infrastructure	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1214- Init APC Upgrade	\$243,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$243,000	\$243,000
IC1217- Transit Management System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-1- New Radio Communication System	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$8,000,000
NP-14- Fares Systems Replacement Program	\$14,612,125	\$0	\$11,689,700	\$0	\$0	\$0	\$0	\$0	\$2,922,425	\$2,922,425
NP-45- ERP / HCM and Maintenance System External Needs Review	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-46- JDE 9.2. Application Upgrade - UNx	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-47- SharePoint 2016 Migration to SharePoint Online Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-54- Customer Relations Software Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Capital Project	\$112,323,299	\$0	\$25,000,000	\$0	\$82,323,299	\$0	\$0	\$0	\$5,000,000	\$5,000,000
MSP102- Depot District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP185- Ogden/Weber State University BRT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP205- TIGER Program of Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP215- Sharp-Tintic Rail Connection	\$123,299	\$0	\$0	\$0	\$123,299	\$0	\$0	\$0	\$0	\$0
MSP216- Point of Mountain AA/EIS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP252- FrontRunner Double Tracking	\$91,000,000	\$0	\$5,000,000	\$0	\$81,000,000	\$0	\$0	\$0	\$5,000,000	\$5,000,000
MSP253- Mid-Valley Connector	\$20,000,000	\$0	\$20,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP259- S-Line Extension	\$1,200,000	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0
Other Capital Projects	\$30,221,600	\$0	\$2,547,312	\$1,920,000	\$0	\$0	\$1,600,000	\$3,856,324	\$20,297,964	\$21,897,964
MSP122- Positive Train Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP132- Technical Support for IPCS Maintenance and Enhancements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP140- Box Elder Right of Way Preservation	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$0	\$0
MSP194- 650 South Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP198- Wayfinding Signage	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
MSP202- Davis-SLC Community Connector	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP227- Meadowbrook Expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP233- North Temple EOL (SLC CMAQ grant)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP248- Capital Planning/Env Analysis	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
MSP255- Central Corridor Transit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP258- Mt Ogden Admin Bldg expansion	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$4,000,000
MSP999- Capital Contingency	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
NP-13- South Valley Transit (formerly known as Provo to Payson Transit)	\$2,000,000	\$0	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
NP-18- Program Management Support	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$1,800,000	\$3,300,000
NP-23- 3500 South TSP Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-29- New Maintenance Training Facility	\$2,300,000	\$0	\$0	\$1,920,000	\$0	\$0	\$0	\$0	\$380,000	\$380,000
NP-39- Tooele County Microtransit & Vehicle Electrification	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-55- Transit Signal Priority On Board Units (TOBU) Project	\$821,600	\$0	\$147,312	\$0	\$0	\$0	\$0	\$106,324	\$567,964	\$567,964
NP-57- Light Rail Red Signal Enforcement	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$3,500,000
NP-59- Trax Operational Simulator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-60- Public Partnership Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-69- TechLink Corridor Study	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-70- Bus Stop Enhancements	\$1,000,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$800,000	\$800,000
NP-71- Route End of Line (EOL) Enhancements	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$250,000	\$2,650,000	\$2,750,000

UTA 5- Year Capital Plan: 2024 Details

Program/Project Name	2024 Total Budget	2024 Bonds	2024 Grants	2024 Grants- Unfunded	2024 Lease	2024 State	2024 4th Qtr	2024 Local Partners	2024- UTA Local	2024 Total UTA Funds
NP-72- System Restrooms	\$1,000,000	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
SGR358- Frontrunner Paint Booth	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR390- OK Manufacturing Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-10- Property Management - Capital Repairs	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-11- SL Central HQ Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-12- TOD Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety & Security/Police	\$1,233,224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,233,224	\$1,233,224
FMA516- Corridor Fencing	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA535- Ballistic Vest Replacement	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
FMA538- Police Radio Replacements	\$56,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,000	\$56,000
FMA539- Tasers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA543- Vehicle Replacement/Expansion	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
FMA557- Bus Safety and Security	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
FMA604- Safety General Projects	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA645- Camera Sustainability	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000	\$420,000
FMA656- Facility Security	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA658- Bus Camera Overhaul/Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA659- Emergency Operations Training	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
FMA676- Security General Projects	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
IC140- Next Crossing Camera Installation	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-36- Arc Flash Analysis	\$87,224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87,224	\$87,224
NP-38- Police CAD/RMS w Optional Taser/Body Cams	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$268,803,470	\$0	\$29,737,012	\$26,920,000	\$57,798,832	\$82,323,299	\$9,885,150	\$3,856,324	\$58,282,853	\$125,966,835

UTA 5- Year Capital Plan: 2025 Details

Program/Project Name	2025 Total Budget	2025 Bonds	2025 Grants	2025 Grants- Unfunded	2025 Lease	2025 State	2025 4th Qtr	2025 Local Partners	2025- UTA Local	2025 Total UTA Funds
5310 Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CDA006- 5310 Admin Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1213- E Voucher Phase 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP249- FY19/20 - 5310 Funds - SL/WV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP250- FY19/20 - 5310 Funds - O/L	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP251- FY19/20 - 5310 Funds - P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Facilities	\$4,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,450,000	\$4,450,000
FMA559- Office Equipment Reserve	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA652- Equipment Managed Reserve	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
FMA653- Facilities Rehab and Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
FMA672- Park and Ride Rehab/Replacement	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
FMA673- Stations and Platforms Rehab/Replace	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
FMA679- Building Remodels/Reconfiguration	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
NP-51- Warm Springs Sewer Line Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR392- FR Snow Melt System Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Rail Infrastructure	\$6,650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,650,000	\$6,650,000
MSP257- Gap filler on FR stations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR359- Bridge Rehabilitation & Maintenance	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
SGR385- Rail Rehab and Replacement	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$4,000,000
SGR393- Grade Crossings Rehab/Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
SGR401- Ballast and Ties Rehab/Replacement	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Asset Management- Rail Systems	\$9,687,500	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$4,687,500	\$4,687,500
MSP189- Signal Pre-emption Projects w/UDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR047- Stray Current Mitigation	\$462,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$462,500	\$462,500
SGR397- Traction Power Rehab/Replacement	\$5,000,000	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR398- OCS Wire Survey	\$925,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$925,000	\$925,000
SGR403- Train Control Rehab/Replacement	\$1,300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000	\$1,300,000
SGR404- Rail Switches/Trackwork Controls	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Asset Management- Vehicle New Purchase	\$48,700,000	\$0	\$0	\$0	\$48,200,000	\$0	\$0	\$0	\$500,000	\$48,700,000
NP-52- VW battery buses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV205- Non-Rev Service Vehicle Replace	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
REV209- Paratransit Vehicle Replacement	\$3,400,000	\$0	\$0	\$0	\$3,400,000	\$0	\$0	\$0	\$0	\$3,400,000
REV211- Bus Replacement	\$43,000,000	\$0	\$0	\$0	\$43,000,000	\$0	\$0	\$0	\$0	\$43,000,000
REV212- Park City Lo/No Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV232- Van Pool Replacement	\$1,800,000	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	\$1,800,000
Asset Management- Vehicle Rehabilitation	\$18,581,775	\$0	\$2,400,000	\$0	\$3,000,000	\$0	\$10,581,775	\$0	\$2,600,000	\$5,600,000
NP-16- GPS Telemetrics System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV224- Bus Engine/Trans/Comp Rehab/Replace	\$3,000,000	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
REV233- Comet Car Replacement	\$3,000,000	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
SGR040- Light Rail Vehicle Rehab	\$10,581,775	\$0	\$0	\$0	\$0	\$0	\$10,581,775	\$0	\$0	\$0
SGR353- Commuter Rail Engine Overhaul	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR386- LRV Accident Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR391- Commuter Rail Vehicle Rehab and Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Information Technology	\$10,831,069	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,831,069	\$10,831,069
IC1001- Passenger Information	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1005- EFC Rehab and Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1146- FrontRunner WiFi Enhancements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
IC1173- JDE System Enhancement	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
IC1179- Network & Infrastructure Equipment	\$280,704	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280,704	\$280,704
IC1183- Legal SW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1186- In-house App Dev. & Enhancements	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
IC1191- IT Managed Reserved (formerly IT Pool)	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
IC1197- Bus Communication On-Board Tech	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1198- Info Security Eq/SW (PCI Comp & Cyber Security)	\$260,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260,000	\$260,000
IC1199- Rail Communication On-Board Tech	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1201- Server, Storage Infrastructure Eq & SW	\$165,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000	\$165,000
IC1202- Radio Communication Infrastructure	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1214- Init APC Upgrade	\$243,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$243,000	\$243,000
IC1217- Transit Management System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-1- New Radio Communication System	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
NP-14- Fares Systems Replacement Program	\$8,382,365	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,382,365	\$8,382,365
NP-45- ERP / HCM and Maintenance System External Needs Review	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-46- JDE 9.2. Application Upgrade - UNx	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-47- SharePoint 2016 Migration to SharePoint Online Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-54- Customer Relations Software Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Capital Project	\$117,500,000	\$0	\$0	\$7,500,000	\$0	\$105,000,000	\$0	\$0	\$5,000,000	\$5,000,000
MSP102- Depot District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP185- Ogden/Weber State University BRT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP205- TIGER Program of Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP215- Sharp-Tintic Rail Connection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP216- Point of Mountain AA/EIS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP252- FrontRunner Double Tracking	\$117,500,000	\$0	\$0	\$7,500,000	\$0	\$105,000,000	\$0	\$0	\$5,000,000	\$5,000,000
MSP253- Mid-Valley Connector	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP259- S-Line Extension	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Capital Projects	\$24,926,600	\$0	\$2,340,018	\$0	\$0	\$0	\$1,500,000	\$5,216,979	\$15,869,603	\$15,869,603
MSP122- Positive Train Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP132- Technical Support for IPCS Maintenance and Enhancements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP140- Box Elder Right of Way Preservation	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$0	\$0
MSP194- 650 South Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP198- Wayfinding Signage	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
MSP202- Davis-SLC Community Connector	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP227- Meadowbrook Expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP233- North Temple EOL (SLC CMAQ grant)	\$3,936,600	\$0	\$2,270,092	\$0	\$0	\$0	\$0	\$1,666,508	\$0	\$0
MSP248- Capital Planning/Env Analysis	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
MSP255- Central Corridor Transit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP258- Mt Ogden Admin Bldg expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP999- Capital Contingency	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
NP-13- South Valley Transit (formerly known as Provo to Payson Transit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-18- Program Management Support	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$1,800,000	\$1,800,000
NP-23- 3500 South TSP Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-29- New Maintenance Training Facility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-39- Tooele County Microtransit & Vehicle Electrification	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-55- Transit Signal Priority On Board Units (TOBU) Project	\$390,000	\$0	\$69,926	\$0	\$0	\$0	\$0	\$50,471	\$269,603	\$269,603
NP-57- Light Rail Red Signal Enforcement	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000
NP-59- Trax Operational Simulator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-60- Public Partnership Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-69- TechLink Corridor Study	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-70- Bus Stop Enhancements	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
NP-71- Route End of Line (EOL) Enhancements	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000

UTA 5- Year Capital Plan: 2025 Details

Program/Project Name	2025 Total Budget	2025 Bonds	2025 Grants	2025 Grants- Unfunded	2025 Lease	2025 State	2025 4th Qtr	2025 Local Partners	2025- UTA Local	2025 Total UTA Funds
NP-72- System Restrooms	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
SGR358- Frontrunner Paint Booth	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR390- OK Manufacturing Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-10- Property Management - Capital Repairs	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-11- SL Central HQ Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-12- TOD Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety & Security/Police	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$1,100,000
FMA516- Corridor Fencing	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA535- Ballistic Vest Replacement	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
FMA538- Police Radio Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA539- Tasers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA543- Vehicle Replacement/Expansion	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
FMA557- Bus Safety and Security	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
FMA604- Safety General Projects	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA645- Camera Sustainability	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000	\$420,000
FMA656- Facility Security	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
FMA658- Bus Camera Overhaul/Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA659- Emergency Operations Training	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
FMA676- Security General Projects	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
IC140- Next Crossing Camera Installation	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-36- Arc Flash Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-38- Police CAD/RMS w Optional Taser/Body Cams	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$242,466,944	\$0	\$9,740,018	\$7,500,000	\$51,200,000	\$105,000,000	\$12,081,775	\$5,216,979	\$51,728,172	\$102,928,172

UTA 5- Year Capital Plan: 2026 Details

Program/Project Name	2026 Total Budget	2026 Bonds	2026 Grants	2026 Grants- Unfunded	2026 Lease	2026 State	2026 4th Qtr	2026 Local Partners	2026- UTA Local	2026 Total UTA Funds
5310 Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CDA006- 5310 Admin Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1213- E Voucher Phase 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP249- FY19/20 - 5310 Funds - SL/WV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP250- FY19/20 - 5310 Funds - O/L	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP251- FY19/20 - 5310 Funds - P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Facilities	\$1,850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,850,000	\$1,850,000
FMA559- Office Equipment Reserve	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
FMA652- Equipment Managed Reserve	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
FMA653- Facilities Rehab and Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA672- Park and Ride Rehab/Replacement	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
FMA673- Stations and Platforms Rehab/Replace	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
FMA679- Building Remodels/Reconfiguration	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
NP-51- Warm Springs Sewer Line Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR392- FR Snow Melt System Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Rail Infrastructure	\$4,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,900,000	\$4,900,000
MSP257- Gap Filler on FR stations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR359- Bridge Rehabilitation & Maintenance	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
SGR385- Rail Rehab and Replacement	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
SGR393- Grade Crossings Rehab/Replacement	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
SGR401- Ballast and Ties Rehab/Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management- Rail Systems	\$5,525,000	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$4,775,000	\$4,775,000
MSP189- Signal Pre-emption Projects w/UDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR047- Stray Current Mitigation	\$525,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000	\$525,000
SGR397- Traction Power Rehab/Replacement	\$750,000	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR398- OCS Wire Survey	\$925,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$925,000	\$925,000
SGR403- Train Control Rehab/Replacement	\$1,325,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,325,000	\$1,325,000
SGR404- Rail Switches/Trackwork Controls	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Asset Management- Vehicle New Purchase	\$26,050,000	\$0	\$0	\$0	\$25,300,000	\$0	\$0	\$0	\$750,000	\$26,050,000
NP-52- VW battery buses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV205- Non-Rev Service Vehicle Replace	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
REV209- Paratransit Vehicle Replacement	\$3,400,000	\$0	\$0	\$0	\$3,400,000	\$0	\$0	\$0	\$0	\$3,400,000
REV211- Bus Replacement	\$20,200,000	\$0	\$0	\$0	\$20,200,000	\$0	\$0	\$0	\$0	\$20,200,000
REV212- Park City Lo/No Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV232- Van Pool Replacement	\$1,700,000	\$0	\$0	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$1,700,000
Asset Management- Vehicle Rehabilitation	\$21,000,000	\$0	\$2,400,000	\$0	\$7,500,000	\$0	\$10,500,000	\$0	\$600,000	\$8,100,000
NP-16- GPS Telemetrics System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REV224- Bus Engine/Trans/Comp Rehab/Replace	\$3,000,000	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
REV233- Comet Car Replacement	\$7,500,000	\$0	\$0	\$0	\$7,500,000	\$0	\$0	\$0	\$0	\$7,500,000
SGR040- Light Rail Vehicle Rehab	\$10,500,000	\$0	\$0	\$0	\$0	\$0	\$10,500,000	\$0	\$0	\$0
SGR353- Commuter Rail Engine Overhaul	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR386- LRV Accident Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR391- Commuter Rail Vehicle Rehab and Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Information Technology	\$4,821,676	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,821,676	\$4,821,676
IC1001- Passenger Information	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1005- EFC Rehab and Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1146- FrontRunner WiFi Enhancements	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
IC1173- JDE System Enhancement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1179- Network & Infrastructure Equipment	\$278,716	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$278,716	\$278,716
IC1183- Legal SW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC1186- In-house App Dev. & Enhancements	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
IC1191- IT Managed Reserved (formerly IT Pool)	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
IC1197- Bus Communication On-Board Tech	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
IC1198- Info Security Eq/SW (PCI Comp & Cyber Security)	\$475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000	\$475,000
IC1199- Rail Communication On-Board Tech	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1201- Server, Storage Infrastructure Eq & SW	\$186,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$186,000	\$186,000
IC1202- Radio Communication Infrastructure	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
IC1214- Init APC Upgrade	\$262,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,600	\$262,600
IC1217- Transit Management System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-1- New Radio Communication System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-14- Fares Systems Replacement Program	\$1,999,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,999,360	\$1,999,360
NP-45- ERP / HCM and Maintenance System External Needs Review	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-46- JDE 9.2. Application Upgrade - UNx	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-47- SharePoint 2016 Migration to SharePoint Online Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-54- Customer Relations Software Replacement	\$270,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$270,000	\$270,000
Major Capital Project	\$66,500,000	\$0	\$0	\$7,500,000	\$0	\$54,000,000	\$0	\$0	\$5,000,000	\$5,000,000
MSP102- Depot District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP185- Ogden/Weber State University BRT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP205- TIGER Program of Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP215- Sharp-Tintic Rail Connection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP216- Point of Mountain AA/EIS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP252- FrontRunner Double Tracking	\$66,500,000	\$0	\$0	\$7,500,000	\$0	\$54,000,000	\$0	\$0	\$5,000,000	\$5,000,000
MSP253- Mid-Valley Connector	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP259- S-Line Extension	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Capital Projects	\$20,100,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$3,500,000	\$15,100,000	\$15,100,000
MSP122- Positive Train Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP132- Technical Support for IPCS Maintenance and Enhancements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP140- Box Elder Right of Way Preservation	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$0	\$0
MSP194- 650 South Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP198- Wayfinding Signage	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
MSP202- Davis-SLC Community Connector	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP227- Meadowbrook Expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP233- North Temple EOL (SLC CMAQ grant)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP248- Capital Planning/Env Analysis	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
MSP255- Central Corridor Transit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP258- Mt Ogden Admin Bldg expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSP999- Capital Contingency	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
NP-13- South Valley Transit (formerly known as Provo to Payson Transit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-18- Program Management Support	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$1,800,000	\$1,800,000
NP-23- 3500 South TSP Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-29- New Maintenance Training Facility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-39- Tooele County Microtransit & Vehicle Electrification	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-55- Transit Signal Priority On Board Units (TOBU) Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-57- Light Rail Red Signal Enforcement	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
NP-59- Trax Operational Simulator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-60- Public Partnership Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-69- TechLink Corridor Study	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-70- Bus Stop Enhancements	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
NP-71- Route End of Line (EOL) Enhancements	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000

UTA 5- Year Capital Plan: 2026 Details

Program/Project Name	2026 Total Budget	2026 Bonds	2026 Grants	2026 Grants- Unfunded	2026 Lease	2026 State	2026 4th Qtr	2026 Local Partners	2026- UTA Local	2026 Total UTA Funds
NP-72- System Restrooms	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
SGR358- Frontrunner Paint Booth	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SGR390- OK Manufacturing Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property/TOD/Real Estate	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-10- Property Management - Capital Repairs	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
NP-11- SL Central HQ Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-12- TOD Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety & Security/Police	\$795,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$795,000	\$795,000
FMA516- Corridor Fencing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA535- Ballistic Vest Replacement	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
FMA538- Police Radio Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA539- Tasers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA543- Vehicle Replacement/Expansion	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
FMA557- Bus Safety and Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA604- Safety General Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA645- Camera Sustainability	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000	\$420,000
FMA656- Facility Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA658- Bus Camera Overhaul/Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA659- Emergency Operations Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FMA676- Security General Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IC140- Next Crossing Camera Installation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-36- Arc Flash Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NP-38- Police CAD/RMS w Optional Taser/Body Cams	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$151,581,676	\$0	\$3,150,000	\$7,500,000	\$32,800,000	\$54,000,000	\$12,000,000	\$3,500,000	\$38,631,676	\$71,431,676



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/25/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Brian Baker, Financial Advisor, Partner at Zion Capital Advisors

TITLE:

Potential 2015A Senior and Subordinate Sales Tax Revenue Refunding Bond Opportunity in 2021

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Provide advice on refunding opportunity and authorize staff to move the process forward by consulting with the Local Advisory Council and State Bonding Commission in September.

BACKGROUND:

UTA issued bonds in 2015 to finance capital projects and refund previous bonds. These bonds represented the best rates at the time, but the market changes over time. The bonds being evaluated for possible refunding currently are the remaining 4.0%-5.0% Bonds of the 2015A Issue with principal payments of \$405.27 million starting in 2021 and going through 2037.

DISCUSSION:

State statutes governing UTA's bond refunding require several steps. The initial discussions for this bond refunding starts with the Board of Trustees. If recommended by the Trustees, the proposal will proceed to the September Local Advisory Council meeting for consultation, and ultimately to the State Bonding Commission meeting. If these bodies concur with the refunding, the Board will have to act on a resolution at a future meeting of the Board of Trustees where they would set terms of the potential refunding and authorize financial agents to carry out the process.

Zion Capital Advisors will present the latest financial forecast prepared for the refunding with the possible net

present value savings and speculated interest rates in the market at the time of refunding.

ALTERNATIVES:

Take no action at this time to refund the 2015A Bonds

FISCAL IMPACT:

The refunding could have the following benefits: overall reduction in interest paid on bonds, and possibly restructuring on UTA current debt portfolio maximums in 2029 with a net present value savings of at least five percent.

ATTACHMENTS:

None