Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 22, 2026 **9:00 AM** **FrontLines Headquarters**

The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) - 669 W. 200 S., Salt Lake City, Utah.

For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.

1.	**Call to Order and Opening Remarks**	Chair Carlton Christensen
2.	**Pledge of Allegiance**	Chair Carlton Christensen
3.	**Safety First Minute**	Nichol Bourdeaux
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of the April 8, 2026, Board of Trustees Meeting Minutes	
	b. UTA Policy - 2026 Policy Adoptions and Revisions	
6.	**Reports**	
	a. Executive Director Report - UTA Employee Memorials - Ivan Johnson & Karissa Shaw - UTA Hosts 2026 APTA Mobility	Kim Shanklin
	b. Strategic Plan Minute: Community Support - Fixed-Route Maintenance Shop Tours	Kim Shanklin
7.	**Resolutions**	
	a. R2026-04-03 - Resolution Authorizing Execution of an Interlocal Cooperation Agreement with Davis County for Davis-Salt Lake City Community Connector Project Funding	Patti Garver
	b. R2026-04-04 - Resolution Authorizing an Interlocal Cooperation Agreement with Willard City Regarding Sales and Use Tax Revenues	Viola Miller David Wilkins

8. Contracts, Disbursements and Grants

a.	Contract: Employee Paid Supplemental Insurance Plan (Voya Financial, Inc.)	Ann Green-Barton JD Tazoi
b.	Contract: Police Vehicle Replacements (Young Automotive Group)	Dalan Taylor
c.	Contract: Police Vehicle Upfitting (Vehicle Lighting Solutions)	Dalan Taylor
d.	Contract: FAREPAY Card Purchases (Paragon ID)	Monica Howe
e.	Contract: Network Equipment Replacement (CVE Technologies Group, Inc.)	Kyle Brimley Tom Smith
f.	Contract: Mt. Ogden Administration Building Construction (Big-D Construction)	David Osborn
g.	Contract: Compressed Natural Gas Fueling Building Expansion (Calvin L. Wadsworth Construction Company, LLC)	David Osborn
h.	Contract: Above Ground Storage Tanks Product Line Replacement (Spackman Enterprises LLC)	David Osborn
i.	Contract: Paratransit Vehicles for Special Services (Model 1)	Jesse Rogers
j.	Contract: 2026 Rideshare Van Order (Tony Divino Toyota)	Jesse Rogers
k.	Contract: UTA Moves 2055 - Long-Range Transit Plan Consulting Services (Parametrix Consult, Inc.)	Jaron Robertson
l.	Change Order: On Call Systems Services Contract Task Order #26-007- Yellowstone Switch Install (Rocky Mountain Systems Services)	Dean Hansen
m.	Change Order: On Demand Technologies Master Service Agreement Service Order No. 9 - Adding North Utah County Service Area (River North Transit, LLC / Via)	Hal Johnson Shaina Quinn
n.	Pre-Procurements - Facility Strategic Plan: Electrical Systems Remediation - Bombardier Bi-level HVAC Unit Overhaul and Modernization	Todd Mills

9.	**Service and Fare Approvals**		
	a.	Sponsored Service: Trolley Bus Service Agreement Amendment No. 2 - (Ogden City Corporation)	Jaron Robertson
	b.	Fare Agreement: Special Events Agreement for Ogden Twilight Concert Series (Ogden Twilight LLC)	Monica Howe
	c.	Fare Agreement: Special Events Agreement for Salt Lake Twilight Concert Series (Sartain and Saunders, LLC)	Monica Howe
	d.	Complimentary Fare: Transit Passes for 2026 APTA Bus Roadeo and Mobility Conference	Monica Howe Katie Morrison
	e.	Complimentary Fare: Transit Passes for UTA Local Advisory Council Members through December 2026	Jana Ostler
10.	**Discussion Items**		
	a.	Next Generation Fare Collection System Update	Brian Reeves Kensey Kunkel
11.	**Other Business**		Chair Carlton Christensen
	a.	Next Meeting: Wednesday, May 13, 2026 at 9:00 a.m.	
12.	**Closed Session**		Chair Carlton Christensen
	a.	Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1): - Pending or reasonably imminent litigation	
13.	**Open Session**		Chair Carlton Christensen
14.	**Adjourn**		Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate formats upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Requests for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting video link on the UTA Public Meeting Portal - https://rideuta.legistar.com/Calendar.aspx
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting.
    - Comments are limited to 3 minutes per commenter.
    - One person's time may not be combined with another person's time.
    - Distribution of handouts or other materials to meeting participants or attendees is not allowed.
    - To support a respectful meeting environment, actions or words that disrupt the meeting, intimidate other participants, obstruct the view or hearing of others, or may cause safety concerns are not allowed.
    - To join by Zoom:
        - Use this link: https://bit.ly/UTA_BOT_04-22-26 and follow the instructions to register for the meeting.
        - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
- Public Comment may also be given through alternate means. See instructions below.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – please specify that your comment is for the upcoming Board of Trustees meeting.
    - Comments submitted before 2:00 p.m. on Tuesday, April 21st will be distributed to board members prior to the meeting and added to the public record.
- Meetings are audio and video recorded and live-streamed.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Curtis Haring, Board Manager
PRESENTER(S): Chair Carlton Christensen

TITLE:

Approval of the April 8, 2026, Board of Trustees Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the April 8, 2026, Board of Trustees meeting.

BACKGROUND:
A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Public Meeting Web Portal on Wednesday, April 8, 2026, 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/1057981.html> video feed is available through the UTA Public Meeting Portal <https://rideuta.granicus.com/player/clip/443>.

ATTACHMENTS:

- 2026-04-08_BOT_Minutes_Unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 8, 2026 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Jeff Acerson
Trustee Beth Holbrook

Also attending were UTA staff and interested community 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

Jeff Acerson, UTA Trustee, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment
No in person or virtual comment was given.

Online Comment
No online comment was received.

5. Consent

a. Approval of the March 25, 2026, Board of Trustees Meeting Minutes

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda. The motion carried by a unanimous vote.

6. Reports

a. Executive Director Report

- **Olympic Transportation Working Group**

Jay Fox, UTA Executive Director, talked about the creation of a transportation working group for the 2034 Olympics bringing together UTA, other transit agencies, local leaders, and the organizing committee. The group is focused on two main areas:

identifying early projects that would enhance transportation for the Games, and determining needed subcommittees, such as one exploring autonomous vehicles and air taxis. The group is meeting periodically to share ideas and coordinate efforts. Planning is still in the early stages, but moving proactively.

b. Strategic Plan Minute: Organizational Excellence - Trapeze Update

Jay Fox was joined by Marci Warren, UTA Senior IT Project Manager. This update highlighted the organizational excellence priority, focusing on the multi-year Trapeze implementation led by the Enterprise Strategy Office. Operations began in August 2025, with staff adapting well and showing strong resilience and problem-solving skills. The report reviewed 2025 progress, outlined 2026 goals, and noted that Kronos is expected to be replaced in early 2027.

Discussion ensued. Questions regarding the use of additional features and product usage were answered by staff.

c. Pension Committee Report

Jeff Acerson reported on the April 2, 2026 Pension Committee meeting, noting that the pension fund is currently 86% funded.

d. Financial Report - Preliminary February 2026

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy, who reviewed the financial dashboard key items, passenger revenues, sales tax collections, operating expense variances, and capital budget status. Miller presented key metrics in accounting, supply chain management, and fares.

Miller noted that diesel prices changed significantly compared to the past year, increasing from $2.53 to $3.91.

Discussion followed with topics including budget, full-time equivalent (FTE) report, interns, utilities, seasonal functions with weather, surcharges from delivery companies, and federal grants.

7. Resolutions

a. R2026-04-01 - Resolution Adopting Revised Board Policy 1.2 Ethics

Neiufi Iongi, UTA Public Policy Analyst, explained that feedback received at the March 25, 2026 meeting has been incorporated and is now back for adoption by resolution.

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 Acerson, and Trustee Holbrook

b. R2026-04-02 - Authorizing Execution of an Interlocal Cooperation Agreement with Salt Lake City Corporation and the Salt Lake City Community Reinvestment Agency for the S-Line Extension

David Osborn, UTA Acting Director of Capital Services, was joined by Ethan Ray, UTA Project Manager II, and presented an agreement outlining terms for the S-Line extension, including use of Salt Lake City streets, project alignment, and operations and maintenance. The city will grant UTA the right to build and operate the project in its right-of-way and will contribute $395,000.

The total project cost is $43,567,129. In 2021, the State of Utah contributed $12,000,000 through House Bill 433 to fund the project's design phase. The project has since been awarded and secured an additional $18,900,000 in State Transit Transportation Investment Fund (TTIF) funding.

Questions regarding the future plan for Sugarmont Drive and construction timelines were 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 Acerson, and Trustee Holbrook

8. Contracts, Disbursements and Grants

a. Revenue Contract: S-Line Funding Agreement (Salt Lake City Community Reinvestment Agency)

David Osborn and Ethan Ray explained that the Community Reinvestment Agency (CRA) owns property near UTA's S-Line extension in Sugar House. UTA will take on additional work for the CRA, which will reimburse costs not to exceed $95,000 for design and $757,059 for construction-related expenses, beyond the existing contract. The total contract value is $852,059.

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

b. Change Order: S-Line Extension Change Order 6 - Phase 1 Deductive Budget Adjustment (Kiewit West Infrastructure Co.)

David Osborn was joined by Ethan Ray, who explained Kiewit has completed Phase 1 design work and advanced procurement of long-lead items. Project savings have been identified, and this change order returns $625,954 to the S-Line extension budget.

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: S-Line Extension Change Order 7 - Phase 2 Construction Services (Kiewit West Infrastructure Co.)

David Osborn was joined by Ethan Ray, who informed Phase 1 design was completed in January 2026. Instead of issuing a contract addendum, UTA is using this change order to authorize Kiewit to begin Phase 2 construction of the S-Line extension.

UTA and Kiewit have agreed to set an effective date for Phase 2 as February 1, 2026, to cover the extended negotiation period required to finalize the Phase 2 change order and associated funding agreements.

The budget for this change order is $23,866,561.00 with the total contract not-to-exceed amount totaling $32,279,930.11.

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. Revenue Contract: Ratification of Master Transit Agreement and Service Order 1 Between Utah Transit Authority and Utah County for Operation of Enhanced Transit Service in Utah County

Hal Johnson, UTA Innovative Mobility Solutions Director, is working with Utah County to improve local transit. On March 11, 2026, the UTA Board approved a budget amendment to fund expanded microtransit service in Utah County for 2026. The Utah Department of Transportation may also provide funding for northern Utah County, but details are still being finalized.

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

e. Contract: Lawn Care and Landscape Maintenance (Roth Landscape Services, LLC)

Kevin Anderson, UTA Director of Maintenance Support, requested to execute contract 26-040352 and associated disbursements with Roth Landscape Services, LLC for 32 UTA properties for the estimated price amount of $760,258.97 for five years of lawn care and landscape maintenance.

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

f. Contract: Lawn Care and Landscape Maintenance (Yard Masters Inc.)

Kevin Anderson requested to execute contract 26-040353 and associated disbursements with Yard Masters Inc. for 8 UTA properties for the estimated price amount of $265,680.40 for five years of lawn care and landscape maintenance.

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

g. Change Order: Program Management Services Change Order No. 04 - Contract Extension and Budget Adjustment (HNTB Corporation)

Daniel Hofer, UTA Director of Capital Programming and Support, requested the extension of the professional services agreement with HNTB Corporation to continue providing program management services. The agreement is currently set to expire on April 16, 2026, with a request to extend to December 31, 2026. An increase in the amount of $4,200,000 is needed for HNTB Corporation, resulting in a final total not-to-exceed amount of $47,582,015.

Staff noted that UTA is extending the current agreement due to internal turnover, but intends to initiate a pre-procurement for program management services in the future.

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.

h. Pre-Procurements

- Fire Alarm Systems Remediation

Todd Mills, UTA Director of Supply Chain, was joined by Clint Campbell, UTA Facility Development Project Manager, to talk about procuring a new contractor to replace existing fire alarm systems across multiple UTA campuses. This three-year project is set to start June or July 2026.

9. Service and Fare Approvals

a. Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events "HASE")

Brian Reeves, UTA Associate Chief Financial Officer, indicated UTA and High Altitude Special Events (HASE) have an ongoing partnership to support the Salt Lake City Marathon by providing transit access for participants. Through a "Ticket-as-Fare" program, runners and volunteers can use race materials as valid fare on event day. For the first time, HASE will work with UTA to fund additional police support for safety along the route. The value of this agreement is $14,541.

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

10. Discussion Items

a. Capital Program Report - First Quarter 2026

Daniel Hofer reported on the first quarter of 2026 accomplishments which include:
-Mt. Ogden expansion is ready for construction.
-Jordan River 2 maintenance of way (MOW) function has relocated.
-Light rail vehicles $42 million milestone payment was made.

Many other projects are progressing as scheduled and are expected to be completed

on time.

Discussion ensued. Questions regarding the delivery of paratransit vehicles, compressed natural gas distribution networks, the status of construction contracts for the Mt. Ogden facility, and the potential of working with municipalities to establish general signage standards were discussed.

11. Other Business

a. Next Meeting: Wednesday, April 22, 2026, at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 10:09 a.m.

Transcribed by Cherilyn Bradford
Executive Assistant to the Board
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 or audio located at https://www.utah.gov/pmn/sitemap/notice/1057981.html for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/443

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Kim Shanklin, Chief of Staff
PRESENTER(S): Kim Shanklin, Chief of Staff

TITLE:
UTA Policy - 2026 Policy Adoptions and Revisions

AGENDA ITEM TYPE:
UTA Policy

RECOMMENDATION:
Review updates to twenty-four of UTA's Administrative Policies.

BACKGROUND:
UTA staff have been working on updates to UTA's Administrative policies to ensure they are accurate and compliant. These twenty-four policies are now ready for review by the Board, prior to adoption by the Executive Director.

DISCUSSION:
These policies have been reviewed by the appropriate Chief Officer, legal counsel, and UTA's Public Policy Analyst. UTA's Executive Director will approve these policies after this review. The policies will then be updated on UTA's intranet.

ALTERNATIVES:
If revised policies are not adopted, current policies will remain in effect.

FISCAL IMPACT:
N/A

ATTACHMENTS:
1. UTA.01.09 Sustainability

2. UTA.01.17 Data Governance
3. UTA.01.19 Environmental Protection
4. UTA.01.20 Information Security
5. UTA.01.21 Data Privacy
6. UTA.01.22 Data Quality
7. UTA.02.04 National Transit Database (NTD) Responsibilities
8. UTA.02.06 Accounts Receivable Adjustments
9. UTA.02.12 Contractor Endorsements, Referrals, and Testimonials
10. UTA.02.13 Grants Management
11. UTA.02.14 Incidental Use of Program Income
12. UTA.02.15 Vehicle Donations
13. UTA.02.16 Inventory Management
14. UTA.02.17 Taxation of Awards, Prizes, and Gifts
15. UTA.02.18 Transit Development Plan - Financial Plan
16. UTA.02.19 Ticket Vending Machine Access and Revenue
17. UTA.03.02 Audio Video Security
18. UTA.03.05 Emergency Management Program
19. UTA.03.07 Visitor Access
20. UTA.03.08 Workplace Security
21. UTA.04.04 Customer Communication
22. UTA.04.05 UTA Websites
23. UTA.06.02 Lost and Found Personal Property
24. UTA.06.03 Capital Assets

Docusign Envelope ID: E9F34B2F-C32B-4377-9A2D-23892DA26096

UTAH TRANSIT AUTHORITY POLICY

UTA.01.09

SUSTAINABILITY

1) Purpose

This policy outlines Utah Transit Authority's (UTA's) comprehensive approach to providing sustainable mobility solutions in a manner that protects the planet, strengthens the community, and enhances shared prosperity. UTA recognizes the wide-ranging impacts of its transit services and commits to developing Sustainability initiatives to provide lasting quality service and a better future for all.

2) Definitions

"*Sustainability*" is the balance of ensuring economic growth, protection of the environment, and social well-being while meeting the needs of current and future generations.

"*Sustainability Plan*" is an agency-wide plan that integrates Sustainability with UTA's strategic priorities to help the agency meet Sustainability goals and objectives.

"*Sustainability Report*" is a report created by the Sustainability Steering Committee and submitted to the executive director on an annual basis. The Sustainability Report summarizes UTA's current Sustainability efforts and progress.

"*Sustainability Steering Committee*" means a group of UTA employees who are tasked with overseeing and guiding Sustainability initiatives within the organization and producing the annual Sustainability Report. This group comprises representatives from various UTA service units, ensuring diverse and comprehensive representation.

3) Policy

A. Sustainability Statement

1. UTA provides multi-modal public transit services that improve the quality of life in the communities in which it serves. UTA is committed to operating in a manner that protects the environment, enhances human health and wellbeing, and ensures economic prosperity within the community. To demonstrate this commitment, UTA will:
    a. Plan and implement Sustainability practices which take into consideration environmental impacts, reduce air pollution and water use, divert waste, use renewable resources, and reduce overall energy use;
    b. Provide sustainable mobility solutions for all through accessible, affordable, safe, and equitable service that will in turn improve the health and quality of life of all those in the communities which UTA serves;
    c. Maintain sustainable mobility solutions that are cost effective and promote economic prosperity within the community;
    d. Establish avenues of information to ensure that stakeholders, businesses and riders are aware of UTA's sustainable practices; and
    e. Provide UTA employees with information regarding the agency's Sustainability initiatives.

Docusign Envelope ID: E9F34B2F-C32B-4377-9A2D-23892DA26096

B. Within UTA, the following groups and individuals are responsible for implementing the Sustainability Initiatives through the responsibilities identified below:
   1. Executive Team
      a. The Executive Team supports agency-wide Sustainability goals and empowers all other working groups with authority to act on behalf of the agency.
      b. In addition to regular compliance responsibilities, each year the executive team sets strategic goals, some of which include UTA's Sustainability efforts. Once identified, these are handed off to the Sustainability Steering Committee for development.
   2. Manager of Environmental Compliance and Sustainability
      a. The manager of Environmental Compliance and Sustainability directs and manages UTA's Sustainability program and associated budget; manages environmental planning and compliance services and associated budget.
   3. Environmental Stewardship and Sustainability Specialist
      a. The Environmental Stewardship and Sustainability specialist is the individual responsible for creating, implementing, and monitoring the Sustainability Plan, and overseeing the Sustainability Steering Committee and Green Team.
   4. Sustainability Steering Committee
      a. The Sustainability Steering Committee is a multi-disciplinary team, assigned by executive staff, who assist in the formation of UTA's Sustainability Plans alongside designated Sustainability staff. With the goal of creating thorough and comprehensive Sustainability objectives, committee members meet regularly to collaborate on the research, writing, and editing of UTA's Sustainability Plan and policies. The Sustainability Steering Committee is responsible for creating the Sustainability Report and submitting it to the Executive Director on an annual basis.
   5. Green Team
      a. The Green Team is a voluntary group of individuals agency-wide who help promote sustainable practices across the agency by creating and implementing Sustainability projects and initiatives.

4) Review
This policy will be reviewed every four years.

5) Cross-References.
- UTA.01.19 Environmental Protection
- UTA Agency Strategic Plan

This UTA Policy was reviewed by UTA's Chief Capital Services Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Docusign Envelope ID: E9F34B2F-C32B-4377-9A2D-23892DA26096

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
10/11/2023	Board Approved – UTA.01.09 Sustainability	Chief Capital Services Officer
10/12/2023	Adopted – UTA.01.09 Sustainability	Chief Capital Services Officer
	Executive Director Approved– UTA.01.09 Sustainability	Chief Capital Services Officer
	Revised – UTA.01.09 Sustainability	Chief Capital Services Officer

Docusign Envelope ID: CA26853F-6CD3-4A47-8AB6-424C3670A671

UTAH TRANSIT AUTHORITY POLICY

UTA.01.17

DATA GOVERNANCE

1) Purpose

This policy administers the methods by which business data is acquired, stored, or transferred throughout Utah Transit Authority (UTA), as well as distributed or shared with external parties. The framework identifies critical roles and the development of agency-wide procedures for Data Governance within and across all administrative data systems.

2) Definitions

"Business Semantics" means the information concepts that live in the organization, understandable for both business and Information Technology (IT). Business Semantics describe the business concepts as they are used and needed by the business instead of describing the information from a technical point of view.

"Data Architecture" means the method of design and construction of an integrated data resource that is business driven, based on real-world subjects as perceived by the organization, and implemented into appropriate operating environments.

"Data Asset" means a collection of data that is identified as a logical unit that (a) serves a specific informational business purpose; (b) has a business owner; (c) exists in a specified digital format in a specified location; and (d) can be valued by cost and informational business value.

"Data Design" means a combination of Business Semantics, Data Architecture, and Data Modeling.

"Data Governance" means the exercise of authority and control over the management of Data Assets as an oversight body.

"Data Management" means the business function that develops and executes plans, policies, practices, and projects that acquire, control, protect, process, deliver, and enhance the value of data.

"Data Modeling" means an analysis and design method, building data models to (a) define and analyze data requirements, (b) design logical and physical data structures that support these requirements, and (c) define business and technical Metadata.

"Metadata" means data that defines and describes the characteristics of other data, used to improve both business, and technical understanding of data and data-related processes.

"Senior Level Sponsor" means a leader within the agency who actively aligns organizational strategies and goals with data strategies and associated plans.

3) Policy

Docusign Envelope ID: CA26853F-6CD3-4A47-8AB6-424C3670A671

A. Key Principles
   1. Applicability
      a. This policy applies to the Data Governance Senior Level Sponsor, administrator, committee members, data owners, data stewards, functional users, data custodians, and all other UTA employees and consultants who create, manage, or rely on data for reporting, decision making, or planning, regardless of the form of storage or presentation.
   2. Data Governance Objectives
      a. Establish appropriate responsibility for the management of UTA data as an agency asset.
      b. Improve ease of access to data and ensure that users understand the data.
      c. Improve the security of the data, including appropriate use, confidentiality, and protection from loss.
      d. Improve the integrity of the data, resulting in greater accuracy, timeliness, and quality of information for decision-making.
   3. Business Ownership, Data Custodianship, and Data Stewardship
      a. Data is treated as an asset, therefore, it must have explicitly assigned business ownership.
      b. Data custodians act upon the business owners' instructions, but do not assume ownership accountability.
      c. Data stewards ensure adherence to Data Governance policy rules, principles, and best practices in the course of project implementations and daily activities of business functions.
   4. Data Training for Business Users
      a. To use and/or create UTA's data, training in the use and attributes of the data is mandatory within each business area. This includes training in UTA policies regarding data. Training ensures that users have enough information about the data to interpret them correctly and consistently.
      b. The responsibility for providing guidance and facilitating the understanding of UTA's data lies within each respective business area. While formal training programs are not mandated, each business area is accountable for capturing and disseminating knowledge about data attributes and policies relevant to data use. The knowledge capture and dissemination approach ensures that users acquire the necessary information and expertise for informed data interpretation and management.
   5. Data Governance, Data Management and Data Design Functions
      a. Data Governance acts as an "oversight body," while Data Management executes or delivers specific outcomes guided by the Data Governance policy rules and best practices. Data Design provides consistent conceptualization for both Data Governance and Data Management.

B. Key Roles
   1. Senior Level Sponsor
      a. Ensures organizational strategies and goals are aligned with data strategies and Data Management plans.
      b. Supports a top-down approach to Data Governance; helps to champion and support Data Governance adoption.

Docusign Envelope ID: CA26853F-6CD3-4A47-8AB6-424C3670A671

2. Data Governance Steering Committee
    a. Cross-functional body responsible for creating tactical plans related to data strategy implementation.
    b. Understands the data needs of the business and the technological constraints of the existing IT/data infrastructure and applications.
    c. Monitors and guides Data Management initiatives and makes recommendations on improvement-oriented initiatives.
    d. Defines and oversees the Data Management lifecycle.
    e. Acts as the governing body regarding organizational data processes, policies, and standards used throughout the organization.
    f. Defines the authoritative data sources and rules for preserving authenticity of data.
    g. Forms working groups and oversees their performance.
3. Data Governance Working Groups
    a. Working groups are cross-functional teams that may include data owners, data stewards, data custodians, as well as other subject matter experts.
    b. Groups are formed by the steering committee to:
        1. Deliver specific projects.
        2. Execute initiatives.
        3. Oversee specific topics.
4. Data Owners
    a. Are organizational leaders whose team is a heavy producer or user of the Data Assets.
    b. Are ultimately accountable for all issues related to the Data Assets under their purview, including (but not limited to) availability, security, quality, and currency, as well as effectiveness and efficiency of the Data Asset management processes.
    c. Review the permissions of user groups to the Data Assets under their purview.
    d. Determine the institutional impact of changing permission statuses.
    e. Understand the lifecycle of the data.
5. Data Stewards
    a. Are the key implementers and enforcers of data policies, processes, procedures, and standards set out by the Data Governance Steering Committee.
    b. Are responsible for the quality of the data and whether it enables employees to perform their jobs efficiently.
    c. Serve on an operational level addressing issues related to adherence to standards/procedures, monitoring data quality, raising issues identified, etc.
    d. Responsible for data quality, escalating issues, etc.
    e. Responsible for managing access, where applicable.
6. Data Custodians
    a. Are individuals, a functional team, or an external organization that provides and is accountable for the physical custody of Data Assets, in accordance with applicable information security, protection, and accessibility requirements.
    b. Serve on an operational level addressing issues related to data and database administration.
    c. Support the management of access, quality, escalating issues, etc.
    d. Are subject matter experts from IT, data strategy, and database administration.

Docusign Envelope ID: CA26853F-6CD3-4A47-8AB6-424C3670A671

4) Review
This policy will be reviewed every two years.

5) Cross-References
- UTA.01.10 Data Quality Procedure
- UTA.01.08 Records Management and Access
- UTA.01.20 Information Security Policy

This UTA Policy was reviewed by UTA's Chief Enterprise Strategy Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Owner
	Board Reviewed – UTA.01.17 Data Governance	Chief Enterprise Strategy Officer
	Adopted – UTA.01.17 Data Governance	Chief Enterprise Strategy Officer

Docusign Envelope ID: 7AAAAB5A-0504-47C8-8689-3D9D6E24F959

UTAH TRANSIT AUTHORITY POLICY

UTA.01.19

ENVIRONMENTAL PROTECTION

1) Purpose

This Utah Transit Authority (UTA) policy is intended to affirm UTA's commitment to conduct its operations in a manner that is environmentally responsible and befitting of a good community neighbor and citizen and protects the environment as required by law and to otherwise meet environmental objectives, encourage employees to be environmentally conscious, and develop procedures and identify employee responsibilities to meet that commitment.

2) Definitions

"Corrective Action Plan (CAP)" is a detailed set of steps designed to address and rectify a detected environmental noncompliance issue by identifying its root cause, implementing solutions to correct the problem, and taking preventive measures to ensure it doesn't occur again.

"Environmental Protection" includes programs and services that are aimed at protecting human health and the environment, Pollution Prevention, and reducing risk to and protecting the natural environment.

"Environmental Standards" are laws, administrative regulations, rules, or practices implemented for Environmental Protection.

"Pollution Prevention" is the strategy that reduces, eliminates, or prevents pollution at its source.

3) Policy

UTA provides multi-modal public transit services that greatly improve the quality of the environment in the communities it serves. UTA is committed to Environmental Protection and constructing its projects, and operating and maintaining its facilities and vehicles, in a manner consistent with state and federal laws and regulations and in a manner that protects human health and the environment and, at the same time, delivers quality public transit services. Employees at all levels must take very seriously and make every effort both to prevent violations of Environmental Standards from occurring and to report promptly to Environmental Services and promptly correct any that do occur despite our best efforts. All employees are required to comply with, and cooperate fully in UTA's implementation of, this Environmental Protection Policy. Employees who fail to comply with this policy are subject to discipline, including possible termination of employment with UTA. In furtherance of this policy, UTA is committed to Environmental Protection and:

A. Complying with all Environmental Standards and implementation of programs and procedures to ensure such compliance;

B. Anticipating and controlling environmental risks by utilizing safe technologies compliant with UTA's obligations under UTA's Information Security policy and operating procedures, and being prepared for emergencies;

Docusign Envelope ID: 7AAAAB5A-0504-47C8-8689-3D9D6E24F959

C. Identifying, tracking, and communicating emerging environmental regulations and best practices;

D. Continuously updating our workforce on new requirements, technologies (compliant with UTA's obligations under UTA's Information Security policy), and opportunities for Environmental Protection and sustainable improvement through strategic partnerships with regulatory agencies, industry experts, and environmental consultants;

E. Supporting the development and promotion of, and compliance with standard operating procedures (SOPs) that are designed to protect human health and the environment;

F. Promoting a workplace in which all employees are properly trained to comply with applicable environmental laws, regulations, and procedures, to meet environmental program goals and to take personal responsibility for protecting the environment;

G. In cases where service unit noncompliance is identified and not resolved in the established timeline through a CAP, escalating the noncompliance to executive leadership for resolution;

H. Ensuring the integration of Environmental Protection into business planning and decisions, including design, construction, and operation of UTA facilities and services;

I. Striving to be a leader in improving environmental quality by minimizing waste and emissions, reusing and recycling, reducing the use of natural resources and promoting Pollution Prevention efforts throughout UTA;

J. Reviewing environmental SOPs and practices at least every two years, to ensure that they provide effective solutions for the problems they are designed to prevent or correct;

K. Recognizing and encouraging citizen awareness and involvement in UTA's efforts to protect the environment; and

L. Considering alternative solutions to environmental problems to ensure that the most efficient and effective solution is implemented.

4) Review
This policy will be reviewed triennially.

5) Cross-References
- UTA.01.09 Sustainability
- UTA.01.20 Information Security

This UTA Policy was reviewed by UTA's Chief Capital Services Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

Docusign Envelope ID: 7AAAAB5A-0504-47C8-8689-3D9D6E24F959

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A416BA44F6...

Counsel for the Authority

Date	Action	Owner
10/08/2005	Adopted - Corporate Policy 4.4.01 Environmental Protections	
04/18/2014	Revised	
	Renumbered and Revised – Corporate Policy 4.4.01 Environmental Protections to UTA.01.19 Environmental Protection	Manager of Environmental Compliance and Sustainability
	Adopted – UTA.01.19 Environmental Protection	Manager of Environmental Compliance and Sustainability

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

UTAH TRANSIT AUTHORITY POLICY

UTA.01.20

INFORMATION SECURITY

1) Purpose

This policy establishes the minimum requirements, ethics, responsibilities and accepted behaviors required to protect and maintain confidentiality, integrity, and availability of information and related Information Technology Resources. This policy acts as an umbrella policy, which seeks to establish and maintain a secure environment for Utah Transit Authority's (UTA's) information based on the National Institute of Standards and Technology (NIST) Cybersecurity Framework. This policy is applicable to all UTA employees and non-UTA employees, including outsourced third parties, who have access to or who manage UTA information and information technology. This policy acts as an umbrella document to all other security policies and associated standards. It encompasses all electronic systems, automated and manual, for which UTA has administrative responsibility, including systems managed or hosted by third parties on behalf of UTA. It is applicable to all information, regardless of the form or format, which is created or used in support of business activities at UTA.

2) Definitions

"Agency Access Control Standard" means the Agency's formally adopted standard that prescribes requirements for the authorization, provisioning, management, monitoring, and revocation of access to Agency information systems, data, and assets, based on least privilege and business need, and in compliance with applicable law and Agency policy.

"Authentication Token" means a mechanism to prove the identity of a user electronically, to include User name, password and badge number.

"Authorized User" means any User who is authorized to use a specific Technology Resource. Authorization may be based on job titles, job roles, or other methods of access control. Authorization will be determined by the Technology Department in consultation with the data owner.

"Cardholder Data" means the card number, as defined by PCI-DSS, that identifies the issuer and the particular cardholder account by itself or in conjunction with the cardholder's name, expiration date, cardholder address, cardholder social security number or any other type of cardholder identifying information. Cardholder Data applies to data stored on hard-copy media (such as reports and receipts), electronic media (such as computers, hard drives, Portable Devices), and stored in databases or in transaction logs.

"Compensating Control" means any data security measure that is designed to satisfy the requirement for some other security measure that is deemed too difficult or impractical to implement. A Compensating Control must provide a similar level of defense to comply with any legal, regulatory or contractual requirements.

"Executive Team" means the group of senior organizational leaders who are authorized to make strategic decisions regarding data governance, risk management, and information security. The

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

Executive Team is responsible for approving safeguards, policies, and procedures related to the handling of PII, and may delegate specific responsibilities to designated officers or committees as appropriate.

"GRAMA" means the Utah Governmental Records Access and Management Act codified at Utah Code Ann.§ 63G-2-101 et seq.

"Information Security Officer" or *"ISO"* or *"Information Security Representative"* means the individual accountable for the duties and functional responsibilities listed in Section 3.A.2.

"IT Director" means the senior official responsible for overseeing the organization's information technology strategy, infrastructure, and operations, and who is accountable for ensuring the confidentiality, integrity, and availability of information systems and data, and for implementing and maintaining appropriate security controls.

"NIST CSF" refers to the National Institute of Standards and Technology (NIST Cybersecurity Framework (CSF). The NIST CSF provides guidance to industry, government agencies, and other organizations to manage cybersecurity risks.

"Non-Disclosure Agreement" or *"NDA"* means a legal contract that outlines how to protect and use confidential information shared between two or more parties.

"Payment Card Industry Data Security Standards" or *"PCI-DSS"* means data security standards developed by the major payment card companies (Visa, MasterCard, Discover, and American Express) as a guideline to help organizations that process card payments prevent fraud, hacking, and various other security vulnerabilities and threats.

"Personal Identifying Information" or *"PII"* means any data that can be used to identify, contact, or locate a single individual, either directly or indirectly. PII includes both sensitive and non-sensitive information and may exist in physical or electronic form. PII includes, but is not limited to: (i) full name, (ii) home or mailing address, (iii) email address, (iv) telephone number, (v) social security number, (vi) driver's license or state identification number, (vii) passport number, (viii) financial account numbers (e.g., bank account, credit card, etc.), (ix) date and place of birth, (x) biometric identifiers (e.g., fingerprints, facial recognition data, etc.), (xi) medical, health, or insurance information, (xii) employment or educational records, (xiii) login credentials (e.g., usernames and passwords), and (xiv) IP addresses or device identifiers when linked to an individual. Sensitive PII is information that, if compromised, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Non-sensitive PII may be publicly available but can still be considered PII when combined with other data elements that enable identification. All personnel must handle PII in accordance with applicable laws, regulations, and organizational standards to ensure its confidentiality, integrity, and availability.

"Portable Devices" include, but are not limited to, any laptops, PDAs, smartphones, and other removable storage devices such as flash (thumb) drives.

"Recovery Point Objective" or *"RPO"* means the maximum acceptable amount of data loss measured in time. It defines the point in time to which data must be restored following a disruption, indicating how much data can be lost without causing unacceptable harm to the organization.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

"Recovery Time Objective" or *"RTO"* means the maximum acceptable amount of time that a system, application, or process can be unavailable after a disruption before causing significant impact to business operations. It defines the target duration for restoring functionality following an incident.

"Security Incident" means any activity that harms or represents a serious threat to the whole or part of UTA's Technology Resources such that there is an absence of service, inhibition of functioning systems, including unauthorized changes to hardware, firmware, software, or data, unauthorized exposure, change or deletion of confidential data, activities contrary to the UTA's corporate policies, or a crime or natural disaster that destroys access to or control of these resources.

"Sensitive Data" means any data which has been classified as private, controlled, protected, Sensitive Security Information, or confidential in UTA's Records Access and Management Policy or as designated under federal and state law, policy, or regulation.

"Suitability Determinations" may include, as appropriate and permissible, evaluation of criminal history record information or other reports from federal, state, and private sources that maintain public and non-public records. A Suitability Determination must provide reasonable grounds for the entity to conclude that an individual will likely be able to perform the required duties and responsibilities of the subject position without undue risk to the entity.

"Technology Resource(s)" means any desktop, laptop, hardware, software, data, storage media, removable storage media (such as CDs and USB drives), electronic communications devices, networks (including, but not limited to, wired or wireless networks, e-mail, fax, cell phones, audio and digital recordings, phone systems and voice mail), and any cloud solutions such as, but not limited to off-site storage, Software as a Service or Infrastructure as a Service. The term also includes any operational procedures and processes used in the collection, processing, storage, sharing or distribution of information within, or with any access beyond ordinary public access to, UTA's shared computing and network infrastructure.

"Trusted Network" means any Technology Resource which UTA uses to conduct its internal business and is controlled and protected by the Technology department. The Wi-Fi segment used by personally owned devices is not considered a Trusted Network.

"Untrusted Network" means a communication network that is internal or external to the networks belonging to UTA and which is out of UTA's ability to control or manage.

"Users" means individuals using UTA's Technology Resources including all full-- and part-time employees and individuals who work under an agreement with UTA such as contractors, consultants, vendors, volunteer, and other persons in similar positions.

3) Policy

A. Functional Responsibilities

1. Executive Leadership
    a. Evaluating and accepting risk on behalf of UTA;

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

b. Identifying information security responsibilities and goals and integrating them into relevant processes;
c. Supporting the consistent implementation of information security policies and standards;
d. Supporting security through clear direction and demonstrated commitment of appropriate resources;
e. Promoting awareness of information security best practices through the regular dissemination of materials provided by the designated ISO/Information Security Representative;
f. implementing the process for determining information classification and categorization, based on industry recommended practices, organization directives, and legal and regulatory requirements, to determine the appropriate levels of protection for that information;
g. implementing the process for information asset identification, handling, use, transmission, and disposal based on information classification and categorization;
h. determining who will be assigned and serve as information owners while maintaining ultimate responsibility for the confidentiality, integrity, and availability of the data;
i. participating in the response to Security Incidents;
j. complying with notification requirements in the event of a breach of private information;
k. adhering to specific legal and regulatory requirements related to information security;
l. communicating legal and regulatory requirements to the ISO/Information Security Representative; and
m. Communicating requirements of this policy and the associated standards, including the consequences of noncompliance, to the workforce and third parties, and addressing adherence in third party agreements.

2. Information Security Officer (ISO)/Information Security Representative
   a. Providing in-house expertise as security consultant as needed;
   b. Developing the security program and strategy, including measures of effectiveness;
   c. Establishing and maintaining agency information security policy and standards;
   d. Assessing compliance with security policies and standards;Advising on secure system engineering (security by design);
   e. Providing incident response coordination and expertise;
   f. Monitoring networks for anomalies;
   g. Monitoring external sources for indications of data breaches, defacements, etc.;
   h. Maintaining ongoing contact with security groups/associations and relevant authorities and regulatory bodies;
   i. Providing timely notification of current threats and vulnerabilities;
   j. Maintaining familiarity with business functions and requirements;
   k. Maintaining an adequate level of current knowledge and proficiency in information security through annual Continuing Professional Education (CPE) credits directly related to information security;
   l. Assessing compliance with information security policies and legal and regulatory information security requirements;
   m. Evaluating and understanding information security risks and how to appropriately manage those risks;
   n. Representing and assuring security architecture considerations are addressed;

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

o. Advising on security issues related to procurement of products and services;
p. Escalating security concerns that are not being adequately addressed according to the applicable reporting and escalation procedures;
q. Disseminating threat information to appropriate stakeholders;
r. Participating in the response to potential Security Incidents;
s. Participating in the development of enterprise policies and standards that consider UTA's needs; and
t. Promoting information security awareness through awareness materials and training resources.

3. Information Technology Management
   a. Supporting security by providing clear direction and consideration of security controls in the data processing infrastructure and computing network(s) which support the information owners;
   b. Limiting User's access to Technology Resources based on best practices, least privilege or contractual, compliance or regulatory requirements;
   c. Providing resources needed to maintain a level of information security control consistent with this policy;
   d. Identifying and implementing all processes, policies and controls relative to security requirements defined by the business and this policy;
   e. Implementing the proper controls for information owned based on the classification designations;
   f. Providing training to appropriate technical staff on secure operations (e.g., secure coding, secure configuration);
   g. Fostering the participation of information security and technical staff in protecting information assets, and in identifying, selecting, and implementing appropriate and cost-effective security controls and procedures; and
   h. Implementing business continuity and disaster recovery plans.

4. Individual Employees
   a. Understanding the baseline information security controls necessary to protect the confidentiality, integrity, and availability of information entrusted;
   b. Protecting information and resources from unauthorized use or disclosure;
   c. Protecting personal, private, sensitive information from unauthorized use or disclosure;
   d. Abiding by the Acceptable Use of Information Technology Resources Policy;
   e. Reporting suspected information Security Incidents or weaknesses to the appropriate manager and ISO/Information Security Representative;
   f. Accessing UTA's Technology Resources through the use of individually assigned unique usernames, or equivalent technologies;
   g. Authenticating with an Authentication Token associated with each username when accessing the data, systems, or networks of UTA;
   h. Accessing only those information assets for which they are authorized;
   i. Reasonably protecting against unauthorized activities performed under their username by never sharing their login or authentication information;
   j. Complying with the Agency Access Control Standard; and
   k. Protecting Authentication Tokens as Sensitive Data while in transit and at rest.

B. Separation of Duties

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

1. To reduce the risk of accidental or deliberate system misuse, separation of duties and areas of responsibility must be implemented where appropriate.
2. Whenever separation of duties is not technically feasible, other compensatory controls must be implemented, such as monitoring of activities, audit trails, and management supervision.
3. The audit and approval of security controls must always remain independent and segregated from the implementation of security controls.

C. Information Risk Management
1. Any system or process that supports business functions must be appropriately managed for information risk and undergo information risk assessments, at a minimum annually, as part of a secure system development lifecycle.
2. Information security risk assessments are required for new projects, implementations of new technologies, significant changes to the operating environment, or in response to the discovery of a significant vulnerability.
3. Entities are responsible for selecting the risk assessment approach they will use based on their needs and any applicable laws, regulations, and policies.
4. Risk assessment results, and the decisions made based on these results, must be documented.

Associated Standards: Information Security Risk Management Standard; Secure System Development Lifecycle (SSDLC) Standard

D. Information Classification and Handling
1. All information, which is created, acquired, or used in support of business activities, must only be used for its intended business purpose.
2. All information assets must have an information owner established within the lines of business.
3. Information must be properly managed from its creation, through authorized use, to proper disposal.
4. All information must be classified on an ongoing basis based on its confidentiality, integrity, and availability characteristics.
5. An information asset must be classified based on the highest level necessitated by its individual data elements.
6. If UTA is unable to determine the confidentiality classification of information or the information is PII the information must have a high confidentiality classification and, therefore, is subject to high confidentiality controls.
7. Merging of information which creates a new information asset or situations that create the potential for merging (e.g., backup tape with multiple files) must be evaluated to determine if a new classification of the merged data is warranted.
8. All reproductions of information in its entirety must carry the same confidentiality classification as the original. Partial reproductions need to be evaluated to determine if a new classification is warranted.
9. Each classification has an approved set of baseline controls designed to protect these classifications and these controls must be followed.
10. UTA must communicate the requirements for secure handling of information to its workforce.
11. A written or electronic inventory of all information assets must be maintained.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

12. Content made available to the general public must be reviewed according to a process that will be defined and approved by the appropriate department (Marketing, Communications, or Records). The process must include the review and approval of updates to publicly available content and must consider the type and classification of information posted.
13. PPI must not be made available without appropriate safeguards approved by the Executive Team.
14. Before any non-public information is released outside UTA or shared with external entities, a formal process must be established and documented. At a minimum, this process must:
    a. Evaluate, define, and document the sensitivity and classification of the information to be released or shared;
    b. Identify the responsibilities of each party for protecting the information, including legal and regulatory obligations;
    c. Specify and define the minimum technical and administrative controls required for transmission, storage, and use of the information;
    d. Record the existing safeguards and security measures that each party has in place to protect the information;
    e. Define a method for compliance measurement;
    f. Provide a signoff procedure for each party to accept responsibilities; and
    g. Establish a schedule and procedure for periodic review and reassessment of the controls.

Associated Standards: Information Classification Standard; Sanitization/Secure Disposal Standard

E. Information Technology Asset Management
1. All IT hardware and software assets must be assigned to a designated business unit or individual.
    a. To obtain Technology Resources, a User must request approval from his or her manager or executive and submit a written request to the IT Director or designee for review and approval.
    b. All UTA owned Technology Resources are controlled by the Technology department and must be surrendered upon request for maintenance, review, or audit.
    c. Access to Technology Resources by contractors will be approved by the contractor's UTA manager, and the contractor must sign an NDA to receive access to UTA Technology Resources.
    d. It is the responsibility of the contractor's UTA manager to inform the Technology Department when access is to be removed.
    e. The Technology department can restrict access to a contractor as it deems appropriate.
2. Entities are required to maintain an inventory of hardware and software assets, including all system components (e.g., network address, machine name, software version) at a level of granularity deemed necessary for tracking and reporting. This inventory must be automated where technically feasible.
3. Processes, including regular scanning, must be implemented to identify unauthorized hardware and/or software and notify appropriate staff when discovered.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

4. All UTA Technology Resources, including the data transmitted or stored by them, are the sole property of UTA. Accordingly, UTA may access and monitor User's communications and files as it considers appropriate, including but not limited to any personal e-mail accounts, files, and text messages accessed on a UTA Technology Resource.
5. Departments within UTA are responsible for physical security for personal computers and other local Technology Resources, including portable equipment, housed within their immediate work area or under their control.
6. All Users are expected to use and handle UTA's physical electronic and intellectual property with care. Users may not use e-mail, instant messaging services, facsimiles, cellular telephones, social media websites or any other communications system to communicate Sensitive Data external to UTA unless authorized. Users must refer individuals requesting any records to UTA's Records Officer as described in UTA's Privacy SOP. The disclosure of restricted records is a Class B Misdemeanor under GRAMA.

Associated Standard: Secure Configuration Standard

F. Personnel Security
   1. The workforce must receive general security awareness training, to include recognizing and reporting insider threats, within 30 days of hire. Additional training on specific security procedures, if required, must be completed before access is provided to specific UTA sensitive information not covered in the general security training. All security training must be reinforced at least annually and must be tracked by UTA.
   2. UTA must require its workforce to abide by the Acceptable Use of Information Technology Resources Policy, and an auditable process must be in place for Users to acknowledge that they agree to abide by the policy's requirements.
   3. All job positions must be evaluated by the ISO/Information Security Representative to determine whether the position requires access to sensitive information and/or sensitive information technology assets.
   4. For those job positions requiring access to sensitive information and sensitive information technology assets, UTA must conduct workforce Suitability Determinations upon hire or transfer into such position.
   5. A process must be established within UTA to repeat or review Suitability Determinations periodically and upon change of job duties or position.
   6. All issued property must be returned prior to an employee's separation and accounts are disabled and access is removed immediately upon separation.

Associated Standard: Account Management/Access Control Standard

G. Cyber Incident Management
   1. UTA must have an incident response plan and consistent standards to effectively respond to Security Incidents.
   2. All observed or suspected information Security Incidents or weaknesses are to be reported to appropriate management and the ISO/Information Security Representative as quickly as possible. If a member of the workforce feels that cyber security concerns are not being appropriately addressed, they may confidentially contact the ISO directly.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

3. The ISO/Information Security Representative must be notified of any cyber incident which may have a significant or severe impact on operations or security, or which involves digital forensics, to follow proper incident response procedures and guarantee coordination and oversight.

Associated Standard: Cyber Incident Response Standard

H. Account Management and Access Control
   1. All accounts must have an individual employee or group assigned to be responsible for account management. This may be a combination of the business unit and Information Technology (IT).
   2. Except as described in UTA's Technology Access Control Standard Operating Procedure, access to systems must be provided through the use of individually assigned unique identifiers, known as user-IDs.
   3. Associated with each user-ID is an Authentication Token (e.g., password, key fob, biometric) which must be used to authenticate the identity of the person or system requesting access.
   4. Automated techniques and controls must be implemented to lock a session and require authentication or re-authentication after a period of inactivity for any system where authentication is required. Information on the screen must be replaced with publicly viewable information (e.g., screen saver, blank screen, clock) during the session lock.
   5. Automated techniques and controls must be implemented to terminate a session after specific conditions are met as defined in the Account Management/Access Control Standard.
   6. Tokens used to authenticate a person or process must be treated as confidential and protected appropriately.
   7. Tokens must not be stored on paper, or in an electronic file, hand-held device, or browser, unless they can be stored securely and the method of storing (e.g., password vault) has been approved by the ISO/Information Security Representative.
   8. Information owners are responsible for determining who should have access to protected resources within their jurisdiction, and what those access privileges should be (read, update, etc.).
   9. Access privileges are granted in accordance with the User's job responsibilities and are limited only to those necessary to accomplish assigned tasks in accordance with entity missions and business functions (i.e., least privilege).
   10. Users of privileged accounts must use a separate, non-privileged account when performing normal business transactions (e.g., accessing the Internet, e-mail).
   11. Logon banners must be implemented on all systems where that feature exists to inform all users that the system is for business or other approved use consistent with policy, and that User activities may be monitored and the User should have no expectation of privacy.
   12. Advance approval for any remote access connection must be provided by the entity. An assessment must be performed and documented to determine the scope and method of access, the technical and business risks involved and the contractual, process and technical controls required for such connection to take place.
   13. All remote connections must be made through managed points-of-entry reviewed by the ISO/Information Security Representative.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

14. Working from a remote location must be authorized by management and practices which assure the appropriate protection of data in remote environments must be shared with the individual prior to the individual being granted remote access.

Associated Standards: Account Management/Access Control Standard; Authentication Tokens Standard; Security Logging Standard; VPN Access Agency Standard

I. Systems Security
   1. Systems include but are not limited to servers, platforms, networks, communications, databases and software applications.
      a. An individual or group must be assigned responsibility for maintenance and administration of any system deployed on behalf of the entity. A list of assigned individuals or groups must be centrally maintained.
      b. Security must be considered at system inception and documented as part of the decision to create or modify a system.
      c. All systems must be developed, maintained, and decommissioned in accordance with a secure system development lifecycle (SSDLC).
      d. Each system must have a set of controls commensurate with the classification of any data that is stored on or passes through the system.
      e. All system clocks must synchronize to a centralized reference time source set to UTC (Coordinated Universal Time) which is itself synchronized to at least three synchronized time sources.
      f. Environments and test plans must be established to validate the system works as intended prior to deployment in production.
      g. Separation of environments (e.g., development, test, quality assurance, production) is required, either logically or physically, including separate environmental identifications (e.g., desktop background, labels).
      h. Formal change control procedures for all systems must be developed, implemented, and enforced. At a minimum, any change that may affect the production environment and/or production data must be included.

         1. Databases and Software (including in-house or third party developed and commercial off the shelf (COTS)):
            a. All software written for or deployed on systems must incorporate secure coding practices, to avoid the occurrence of common coding vulnerabilities and to be resilient to high-risk threats, before being deployed in production.
            b. Once test data is developed, it must be protected and controlled for the life of the testing in accordance with the classification of the data.
            c. Production data may be used for testing only if a business case is documented and approved in writing by the information owner and the following controls are applied:
               1. All security measures, including but not limited to access controls, system configurations and logging requirements for the production data are applied to the test environment and the data is deleted as soon as the testing is completed; or
               2. Sensitive data is masked or overwritten with fictional information.

            d. Where technically feasible, development software and tools must not be maintained on production systems.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

e. Where technically feasible, source code used to generate an application or software must not be stored on the production system running that application or software.
f. Scripts must be removed from production systems, except those required for the operation and maintenance of the system.
g. Privileged access to production systems by development staff must be restricted.
h. Migration processes must be documented and implemented to govern the transfer of software from the development environment up through the production environment.

2. Network Systems:
   a. Connections between systems must be authorized by the executive management of all relevant entities and protected by the implementation of appropriate controls.
   b. All connections and their configurations must be documented and the documentation must be reviewed by the information owner and the ISO/Information Security Representative annually, at a minimum, to assure:
      1. The business case for the connection is still valid and the connection is still required; and
      2. The security controls in place (filters, rules, access control lists, etc.) are appropriate and functioning correctly.
   c. A network architecture must be maintained that includes, at a minimum, tiered network segmentation between:
      1. Internet accessible systems and internal systems;
      2. Systems with high security categorizations (e.g., mission critical, systems containing PII) and other systems; and
      3. User and server segments.
   d. Network management must be performed from a secure, dedicated network.
   e. Authentication is required for all Users connecting to internal systems.
   f. Network authentication is required for all devices connecting to internal networks.
   g. Only authorized individuals or business units may capture or monitor network traffic.
   h. A risk assessment must be performed in consultation with the ISO/Information Security Representative before the initiation of, or significant change to, any network technology or project, including but not limited to wireless technology.

3. External Connections
   a. All connection between UTA's Trusted Networks and any Untrusted Network must be controlled by a firewall and only installed and configured by the Technology department.
   b. All "new" connections from UTA's firewalls to an Untrusted Network must be approved by the IT Director and configurations approved by the Technology Configuration Control Board (TCCB). Subsequent changes to

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

the configurations are to be approved via the TCCB. The security requirements for each connection must be assessed individually and driven by the business needs of the parties involved. All connections must comply with all regulatory requirements.

c. All connections from UTA's Trusted Network to any Untrusted Network requires strong encryption.
d. Third party connections to a UTA network must have an internal UTA sponsor develop a business case for the network connection. A UTA NDA must be signed by a duly appointed representative from the third-party organization who is legally authorized to sign such an agreement. In addition to the agreement, the third party's equipment must also conform to the UTA's security policies and standards, and be approved for connection by the IT Director, or designee identified via memorandum.
e. Only Authorized Users will be permitted to remotely connect to UTA's computer systems, networks, and data repositories to conduct UTA related business from an Untrusted Network. Such connections must be done through an approved, secure, authenticated, and centrally managed method of remote access.
f. Users who work from a remote location are required to abide by the Technology Access Control Standard Operating Procedureand sign the VPN Access Request Form.

Associated Standards: Secure System Development Lifecycle Standard; Secure Coding Standard; Security Logging Standard; Secure Configuration Management Standard; VPN Access Agency Standard

J. Internet Access
1. The Technology department has the obligation to provide/allocate/limit Internet access to provide a balance between accessibility, performance, and security.
2. All Internet traffic via UTA networks (local area network, wireless, or other, whether by a UTA employee or non-UTA employee) is the property of UTA and is subject to review, audit, and access by UTA.

K. Collaborative Computing Devices
1. Collaborative computing devices must:
   a. Prohibit remote activation;
   b. Provide Users physically present at the devices with an explicit indication of use; and
   c. Provide simple methods to physically disconnect collaborative computing devices.

L. Vulnerability Management
1. All systems must be scanned for vulnerabilities before being installed in production and periodically thereafter.
2. All systems are subject to periodic penetration testing.
3. Penetration tests are required periodically for all critical environments/systems.
4. Where the entity has outsourced a system to another entity or a third party, vulnerability scanning/penetration testing must be coordinated.
5. Scanning/testing and mitigation must be included in third-party agreements.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

6. The output of the scans/penetration tests will be reviewed in a timely manner by the system owner. Copies of the scan report/penetration test must be shared with the ISO/Information Security Representative for evaluation of risk.
7. Appropriate action, such as patching or updating the system, must be taken to address discovered vulnerabilities. For any discovered vulnerability, a plan of action and milestones must be created, and updated accordingly, to document the planned remedial actions to mitigate vulnerabilities.
8. Any vulnerability scanning/penetration testing must be conducted by individuals who are authorized by the ISO/Information Security Representative. The ISO/Information Security Representative must be notified in advance of any such tests. Any other attempts to perform such vulnerability scanning/penetration testing will be deemed an unauthorized access attempt.
9. Anyone authorized to perform vulnerability scanning/penetration testing must have a formal process defined, tested, and followed at all times to minimize the possibility of disruption.

Associated Standards: Patch Management Standard; Vulnerability Scanning Standard

M. Operations Security
1. System configurations must follow approved configuration standards.
2. Advance planning and preparation must be performed to ensure the availability of adequate capacity and resources. System capacity must be monitored on an ongoing basis.
3. Host-based firewalls must be installed and enabled on all workstations to protect from threats and to restrict access to only that which is needed.
4. Controls must be implemented (e.g., anti-virus, software integrity checkers, web filtering) across systems where technically feasible to prevent and detect the introduction of malicious code or other threats.
5. Controls must be implemented to disable automatic execution of content from removable media.
6. Controls must be implemented to limit storage of information to authorized locations.
7. Controls must be in place to allow only approved software to run on a system and prevent execution of all other software.
8. All systems must be maintained at a vendor-supported level to ensure accuracy and integrity.
9. All security patches must be reviewed, evaluated, and appropriately applied in a timely manner. This process must be automated, where technically possible.
10. Systems which can no longer be supported or patched to current versions must be removed.
11. Systems and applications must be monitored and analyzed to detect deviation from the access control requirements outlined in this policy and the Security Logging Standard, and record events to provide evidence and to reconstruct lost or damaged data.
12. Audit logs recording exceptions and other security-relevant events must be produced, protected, and kept consistent with record retention schedules and requirements.
13. Monitoring systems must be deployed (e.g., intrusion detection/prevention systems) at strategic locations to monitor inbound, outbound, and internal network traffic.
14. Monitoring systems must be configured to alert incident response personnel to indications of compromise or potential compromise.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

15. Contingency plans (e.g., business continuity plans, disaster recovery plans, continuity of operations plans) must be established and tested regularly.
16. An evaluation of the criticality of systems used in information processing (including but not limited to software and operating systems, firewalls, switches, routers, and other communication equipment).
17. RTOs/RPOs must be established for all critical systems.
18. Backup copies of entity information, software, and system images must be taken regularly in accordance with the entity's defined requirements.
19. Backups and restoration must be tested regularly. Separation of duties must be applied to these functions.
20. Procedures must be established to maintain information security during an adverse event. For those controls that cannot be maintained, compensatory controls must be in place.

Associated Standards: Secure Configuration Management Standard; Security Logging Standard; Cyber Incident Response Standard; Account Management/Access Control Standard

N. Electronic Communication
   1. Incidental use of any Technology Resource to transmit personal messages will be treated no differently than other messages, and may be accessed, reviewed, copied, deleted, or disclosed.
   2. Notwithstanding UTA's right to access any electronic communication, all electronic communications should be treated as confidential by other Users and accessed only by the intended recipient.

O. Portable Devices
   1. No portable device or media may store, process, or transmit Sensitive Data without suitable protective measures that have been approved by the IT Director, or designee.
   2. A User may be allowed to retain possession of a portable Technology Resource during non-work hours. However, in the event of loss or damage to the Technology Resource, the User may be responsible for paying for replacement or repair of the equipment.

P. Application Access Control
   1. Access to UTA's systems applications must be restricted to those individuals who have a business need to access those applications or systems in the performance of their job responsibilities and have approval from the IT Director, or designee and the business owner (manager level or above).
   2. Access to source code for applications and systems must be restricted so that authorized UTA staff and contractors can access only those applications and systems they directly support.

Q. Software Usage
   1. Software may only be used in accordance with any applicable licensing agreement. Copying any UTA owned software without proper authorization may be considered a copyright infringement and is strictly prohibited.
      a. All licensed software acquired for or on behalf of UTA or developed by UTA employees or contractors on behalf of UTA is and at all times will remain UTA

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

property. Licensed software can only be installed on UTA Technology Resources by the Technology department and must be added to the software inventory system with license information. Staff other than IT installing licensed software can introduce situations where the license information will not be uploaded and tracked appropriately, thus putting UTA at risk.

2. Software can be installed by non-IT staff on UTA Technology Resources with the following conditions: appropriate applications (apps) (non-offending and nothing to cause embarrassment to UTA) on issued smartphones and tablets; and software updates for standalone systems that do not affect UTA operations or information security.
3. All software must protect UTA's Technology Resources from unauthorized disclosure, unauthorized modification, disruption or destruction.
4. Software cannot be used to bypass UTA security controls.
5. Software cannot be installed that violates UTA's corporate or departmental policies.

R. Exceptions
1. Legacy Technology Resources are exempt from this policy if the cost is overly burdensome, or the technology does not exist to secure them. Once a legacy Technology Resource is replaced or upgraded, this exemption no longer applies.
2. Compensating Controls may be implemented to exempt a Technology Resource from this UTA policy. The Compensating Controls must be agreed upon by the business owner and the IT Director. The Compensating Controls must comply with any contractual or regulatory requirements.

S. Improper Use of Technology Resources
1. Improper use of UTA's Technology Resources or any other violations of this policy will result in discipline up to and including termination. Improper use includes any misuse as described in this policy, as well as any misuse that would result in violations of state or federal laws, rules, regulations or other UTA policies.
2. The Technology department has the right to disallow or disconnect any User or device from UTA's Technology Resource without prior consultation.

T. Review of Resource Communications and Files for Investigations and Work-Related Purposes
1. Users have no expectation of privacy related to their usage of UTA-provided computer, hardware, software, or other electronic devices.
2. Users who are responsible for monitoring Technology Resources or who are engaged in data investigations or support are permitted to review resource communications and files as part of their assigned responsibilities and have received approval from the IT Director or ISO/Information Security Representative.
3. No other User is authorized to review any other active User's communications and files residing on UTA's Technology Resources without obtaining the prior express consent of: (1) the IT Director or designee, (2) the general counsel or designee; and (3) the applicable executive of the Executive Team of the subject employee. Such consent will be granted only where there is a non-investigatory work-related purpose for the review and/or an investigation of work-related misconduct. The Manager of Civil Rights Compliance may be advised and consulted regarding the review as deemed appropriate.

Docusign Envelope ID: C6F06096-623C-4072-8C03-4F9F56837BFA

4. When and after an employee is separated from UTA (no longer an active employee), in order for the department to provide continuity of operations, the separated employee's email account, personal computer files, and network files can be requested by the manager of the terminated employee to be accessed by another employee but must have the approval of a director or above, and also the IT Director.
5. The prior express consent of the executive director and the general counsel is required to authorize the review of the communications and files of any employee reporting directly to the executive director for a non-investigatory work-related purpose and/or for an investigation of work-related misconduct.

U. Users must immediately report all technical violations of this policy to the Helpdesk or via email to abuse@rideuta.com. Suspected violations involving a User's misuse of Technology Resources or confidential information should be reported to the User's manager, human resources, IT Director, or the Office of Attorney General.

V. In accordance with regulatory and contractual obligations, this policy will be reviewed on an annual basis.

4) Cross-References

- UTA.01.08 Records Access and Management
- AGCY.01.03 Technology Access Control
- Corporate Policy 1.1.24 Acceptable Use of Technology Resources
- § 63G-2-101 et seq. Government Records Access and Management Act (GRAMA)

This UTA Policy was reviewed by UTA's Chief Enterprise Strategy Officer on 03/03/2026 , and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Owner
	Board Reviewed – UTA.01.20 Information Security	Chief Enterprise Strategy Officer
	Adopted – UTA.01.20 Information Security	Chief Enterprise Strategy Officer

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

UTAH TRANSIT AUTHORITY POLICY

UTA.01.21

DATA PRIVACY

1) Purpose

This policy establishes the principles and practices for protecting Personal Data collected, processed, and stored by the Utah Transit Authority (UTA) in compliance with the Utah Government Data Privacy Act, and where applicable, the General Data Protection Regulation (GDPR), to ensure lawful, ethical, and transparent handling of Personal Data across all UTA operations. It acts as a companion to the Information Security policy and applies to all UTA employees and non-UTA personnel, including outsourced third parties who access UTA's Personal Data This policy applies to all employees, Contractors, and third-party service providers who access or process Personal Data on behalf of the transit agency. It covers all data systems, applications, and processes involving Personal Data. This policy applies to all digital and physical systems, including fare collection, surveillance, mobile applications, websites, and internal databases that store or process Personal Data.

2) Definitions

"Annual Privacy Program Report" means a formal, comprehensive report prepared on a yearly basis that documents UTA's privacy program activities, compliance status, risk assessments, incident response metrics, and improvement initiatives. This report typically includes program governance, compliance activities, metrics and performance, risk management, and planning. The purpose of this report is to demonstrate accountability, support continuous improvement, and provide transparency to the public regarding UTA's privacy posture.

"*CAO*" means Chief Administrative Officer, which is a title for the accountable executive who oversees UTA's privacy program.

"CPO" means the Chief People Officer.

"Cyber Incident Response Standard" means a formal set of documented requirements, procedures, and best practices that govern how UTA prepares for, detects, analyzes, contains, eradicates, and recovers from cybersecurity incidents. This standard ensures a consistent, timely, and effective response to minimize operational, legal, and reputational risks.

"Data/Program Owners" means individuals or designated roles within UTA who hold ultimate accountability for the proper management, protection, and use of specific data sets or programs. They are responsible for ensuring compliance with applicable laws, regulations, and internal policies related to their data or program domain. The Data/Program Owner's functional responsibilities are set forth in Section 3.A.5.

"Data Subject" means an individual whose Personal Data is collected or processed.

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

"DPO" means the Data Protection Officer.

"ECPA" means the Electronic Communications Privacy Act of 1986.

"ET" means the Executive Team, whose functional responsibilities are set forth in Section 3.A.1.

"EU" means the European Union.

"GDPR" means the General Data Protection Regulation.

"GRAMA" means Government Records Access and Management Act, codified at Utah Code Ann.§ 63G-2-101 et seq.

"High-Risk Processing" means Processing that can significantly impact privacy (e.g., biometrics, genetic data, geolocation, profiling, automated decision-making).

"HIPAA" means the Health Insurance Portability and Accountability Act.

"ISO" means the Information Security Office, whose functional responsibilities are set forth in Section 3.A.3.

"Personal Data" means information that is linked or reasonably linked to an identified or identifiable individual.

"Personal Data Request Notice" means a formal communication issued by UTA to acknowledge and respond to an individual's request regarding their Personal Data under the applicable privacy laws or internal policies.

"PIA" means Privacy Impact Assessment.

"Privacy-by-Design (PbD)" means taking a foundational approach within technology and system development to embed privacy principles directly into the design and architecture of systems, processes, and technologies from the very beginning. This is a proactive approach to privacy.

"Privacy Framework" means a structured set of principles, standards, and processes that guide UTA's management of Personal Data responsibly and in compliance with applicable laws, regulations, and best practices.

"Privacy Notice" means a statement informing individuals about data collection, use, and rights.

"Privacy Ombudsperson" means an independent, designated individual within or appointed by UTA who serves as an impartial authority for overseeing privacy practices, addressing concerns, and ensuring compliance with applicable data protection laws and internal

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

policies.

"Privacy Steering Committee" means a governance body within an organization responsible for providing strategic direction, oversight, and decision-making related to privacy and data protection. The Privacy Steering Committee ensures alignment between business objectives, regulatory requirements, and privacy best practices.

"Processing" means any operation performed on Personal Data, including collection, storage, use, sharing, or deletion.

"Records Manager" means an individual designated to oversee the creation, maintenance, retention, and disposal of records in compliance with legal, regulator, and organizational requirements, whose functional responsibilities are set forth in Section 3.A.4.

"Records Officer" means an employee that has been appointed by the Executive Director and certified by the Division of Archives and Records Services to Classify UTA's Records.

"Sensitive Data" means biometric data, geolocation, health information, and other data categories as defined by Utah Code §13-61-101.

"Technology Department" means the organizational unit responsible for planning, implementing, and maintaining technology systems, infrastructure, and services that support business operations. This department ensures the secure, efficient, and reliable use of technology resources across the organization, whose functional responsibilities are set forth in Section 3.A.6.

"UODP" means the Utah Office of Data Privacy.

"User Data" means information about a User automatically collected by a UTA website (such as identifiers, IP/MAC, session IDs) when a User visits a UTA website.

"Users" or *"Contractors"* means individuals who are authorized to access, use, or interact with UTA's systems, data, or services, either as internal personnel (users) or external parties engaged under a contractual agreement (contractors). This term encompasses (a) users, meaning employees, temporary staff, or other internal personnel granted access to organizational resources for business purposes, and (b) contractors, meaning third-party individuals or entities performing services under contract, who may require access or systems or data to fulfill their obligations.

"Utah Cyber Center" means the Division of Technology Services in Utah that was created to coordinate efforts between state, local, and federal resources to bolster statewide security and help defend against future cyber-attacks, by sharing cyber threat intelligence and best practices.

"Utah GDPA" means the Utah Government Data Privacy Act.

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

"Utah Office of Data Privacy" means a Utah state agency that was created in the Utah GDPA that works with governmental entities to ensure they effectively protect the privacy interests and rights of individuals.

3) Policy

A. Functional Responsibilities

1. Executive leadership will evaluate and accept privacy risk for UTA, allocate resources as determined in its discretion, support consistent implementation of privacy controls, and ensure compliance with legal obligations.
2. The CAO will develop and maintain the privacy program set forth by executive leadership in compliance with legal obligations, issue notices and standards internally and externally to UTA, oversee PIAs, coordinate privacy incidents and breach notifications among the applicable committees, personnel, and governmental agencies, and prepare the Annual Privacy Program Report.
3. The ISO will align privacy requirements with (a) security architecture within the UTA framework, (b) identity and access management for users, contractors, and the public, (c) logging/monitoring mechanisms within UTA framework, (d) incident response, and (e) vulnerability management.
4. The Records Manager will align privacy annotations and retention schedules and coordinate GRAMA classifications, as classified by a UTA Records Officer.
5. Data/Program Owners will ensure lawful basis and minimum necessary Processing for collecting personal information, maintain data inventories, approve sharing as needed or required, ensure Contractor compliance with this policy and legal obligations, and maintain Privacy Notices.
6. The Technology Department will implement technical controls to ensure compliance with this policy and legal obligations, maintain website Privacy Notices and tracking disclosures, support request workflows, and ensure UTA systems meet Privacy-by-Design requirements.
7. All users or contractors will complete the required training and comply with notices, standards, and procedures.

B. Privacy-by-Design and Minimum Necessary Personal Data

1. When obtaining and Processing Personal Data, it is the standard to only obtain the minimum Personal Data necessary for each specified, lawful purpose.
2. UTA, as a whole, and each division of UTA will embed privacy controls into system design, change management, and vendor selection.
3. To comply with legal obligations and this policy, all collections of Personal Data must document purpose, legal authority, and data elements prior to collection or new Processing.
4. All new systems and vendor contracts must undergo a PIA before deployment. Privacy controls must be embedded in architecture, workflows, and User interfaces.

C. Privacy Governance

1. The Privacy Steering Committee is established by ET to oversee privacy requirements and implementation of such requirements.
2. The Privacy Steering Committee defines escalation paths for privacy concerns, both internally and externally.

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

3. The Privacy Steering Committee includes periodic reviews (at least yearly) and updates to this policy.
4. The Privacy Steering Committee will include periodic reviews (at least yearly) and updates to this policy.

D. Principles
1. *"Data Minimization"* is a principle in data protection and privacy that emphasizes collecting, Processing, and retaining only the minimum amount of Personal Data necessary to achieve a specific purpose. It reduces the risk of data breaches and misuse. This focuses on *how much* data is collected.
2. *"Data Limitation"* is a principle in data governance and privacy that refers to restricting the use, sharing, and retention of data to what is necessary for a specific, legitimate purpose. This focuses on *how* that data is used, shared, and retained.
3. *"Transparency"* in the context of data strategy, governance, and privacy refers to the practice of being open, clear, and honest about how data is collected, used, stored, shared, and protected within UTA. Transparency is a core requirement in regulations like GDPR and HIPAA.
4. *"Security"* refers to the combination of technical and organizational measures that protect personal and Sensitive Data from unauthorized access, breaches, misuse, or loss, while ensuring that individuals' privacy rights are respected. Data is only to be used for the reason it was collected.
5. *"Accountability"* refers to the obligation of organizations and data handlers to take responsibility for how Personal Data is collected, used, protected, and shared. Additionally, Accountability refers to being able to demonstrate compliance with privacy laws, policies, and ethical standards.

E. Data Collection and Use
1. Personal Data must be collected with a Personal Data Request Notice.
2. A notice must be given to individuals (or legal guardians) at the point of collecting indicating how the Personal Data will be used, stored, and retained according to the applicable legal requirements and this policy.
3. Within a public-record data notice given to individuals (or legal guardians), the potential public availability under GRAMA must be indicated.
4. When issued a notice, Data Subjects must be informed of the purpose of the information they provide, the categories of data and how each is treated within UTA's policy, and the rights the Data Subject holds under applicable law and this policy.
5. Data must not sold or shared unless permitted by law.
6. The following list is included in any notice given to an individual (or legal guardian) as necessary for compliance with data collection and use: (a) a website Privacy Notice identity and contact for the Data Subject, (b) access/correction/complaint mechanisms, (c) at-risk employee options, (d) transparency of website tracking technologies, (e) types and uses of User Data, (f) sharing/sale classes, and (g) records series reference.

F. Data Subject Rights

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

1. Access, correction, and deletion rights as set forth in the applicable law to which the Data Subject is subject.
2. All requests from a Data Subject to access, correct, or delete any personally identifying information must be processed within 45 days unless extended.
3. All requests from a Data Subject to access, correct, or delete any personally identifying information must be acknowledged within 10 business days. If this timeline must be extended, justification must be provided to the Data Subject within the 10 business days period.
4. Data Subjects may appeal decisions through the Privacy Ombudsperson.

G. Data Breach Notification and Incident Response
1. Any data privacy or information breaches affecting 500 or more individuals must be reported to the Utah Cyber Center, Attorney General's Office, and any affected individual.
2. Privacy breach events are handled under the Cyber Incident Response Standard.
3. UTA will notify affected individuals without unreasonable delay after scoping and restoring integrity, subject to law-enforcement delay, when applicable.
4. All notifications to affected individuals must include the nature and scope of the breach, and the mitigation steps that have been or will be taken.
5. All privacy breaches must be logged into the incident management system. A post-incident review must be conducted to identify root causes, weaknesses, and preventive actions that may be taken or have been taken to avoid such breaches in the future.

H. High-Risk Processing Activities
1. With regard to High-Risk Processing activities, which include biometric data collection and Processing, geolocation data collection and Processing, and automated decision-making with data collection, a PIA is required.
2. In the case of a High-Risk Processing activity, the applicable division or individual must consult Utah Office of Data Privacy regarding how to approach the activity.
3. The applicable division or individual must also coordinate with ISO to implement safeguards and monitoring as needed.

I. Training and Awareness
1. All personnel, including contractors must complete privacy training within 30 days of hire and annually thereafter.
2. Once the privacy training is completed, it must be tracked and reported in the Annual Privacy Program Report retained by the ISO.
3. Specialized training for high-risk roles (e.g., surveillance, data analytics).

J. Governance and Oversight
1. The ET level position over privacy is responsible for implementation and reporting of privacy and data information within UTA, including, but not limited to, data collection, data breaches, and handling of personally identifying information.

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

2. Where this policy conflicts with other laws, the more specific or restrictive requirement controls.
3. Exceptions may be granted in writing by the CPO in consultation with the ISO when compliance is overly burdensome and equivalent safeguards are in place.
4. Improper use of data or policy violations may result in disciplinary action up to and including termination and, where applicable, referral to law enforcement.
5. The Privacy Framework is maintained in alignment with Utah Office of Data Privacy.

K. GDPR Considerations

If Processing EU resident data, UTA must comply with GDPR, including lawful basis, rights, DPO designation, and cross-border safeguards.

L. Associated Standards

1. Account Management/Access Control Standard
2. Authentication Tokens Standard
3. Security Logging Standard
4. Secure Configuration Management Standard
5. Secure System Development Lifecycle (SSDLC) Standard
6. Sanitization/Secure Disposal Standard
7. Cyber Incident Response Standard
8. Website Privacy Notice Standard (new)

M. Metrics and Reporting

1. All metrics tracked within UTA must be included in the Annual Privacy Program Report submitted to Utah Office of Data Privacy.
2. The metrics tracked and provided must include, but are not limited to:
   a. Number of PIAs completed
   b. Privacy complaints received
   c. Breach incidents

N. Employee Data Handling Guidelines

When handling UTA employee data, the following guidelines must be followed:

1. The collector of the data must ensure responsible handling of employee Personal Data per Utah GDPA, labor laws, and GDPR.
2. The scope of these guidelines applies to all employee-related data, including the data related to Contractors and interns.
3. The categories of employee data include personally identifiable information, employment records, payroll, biometric, communications, emergency contact, etc.
4. Only necessary data may be collected, and such collection must be with notice to the employee and the data may only be used for the reasons stated to the employee.
5. Each employee has the right to access, correct, and delete their stored data, and may request or require data usage transparency.
6. The employee must provide written consent for non-contractual uses of their Personal Data and UTA must document the legal basis for the use of such data.

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

7. Data security includes the requirement that Personal Data is subject to role-based access, encryption, and secure storage.
8. Monitoring or surveillance of employees must be disclosed clearly, limited to legitimate business purposes, and compliant with ECPA and Utah law.
9. Data will only be retained as needed by UTA. Data retention must be followed with clear schedules and secure disposal procedures.
10. Each employee must participate in training within 30 days of hire and annually thereafter. Additionally, enhanced training for Human Resources and IT will be provided.
11. Third-party vendors must sign agreements, comply with UTA-provided standards, and be audited to ensure such compliance, with regard to access to employee Personal Data.
12. Upon the occurrence of any breach of 500 or more employees, the affected employee must be notified of such breach and UTA must report the breach to the proper authorities.

O. Records Retention and Disposal
   1. Any holder of Personal Data must retain and dispose of Personal Data in accordance with approved record retention schedules under UTA's Sanitization/Secure Disposal Standard to systems and media under UTA's Records Management and Access Policy and Records and Information Management - Custodial Responsibilities Procedure.

P. Individual Request to Amend/Correct
   1. A procedure is provided for individuals or legal guardians to request amendments or corrections to Personal Data.
   2. UTA may deny requests for amendment or correction subject to consistency with applicable laws and UTA must document the rationale for the denial.

4) Review and Updates

This policy is effective upon approval by Executive Leadership. This policy is reviewed annually and updated as needed or upon material change in law or operations.

5) Cross-References

- UTA.01.20 Information Security Policy
- UTA.01.08 Records Management and Access Policy
- AGCY.01.08 Records and Information Management - Custodial Responsibilities
- AGCY.01.03 Technology Access Control Standard Operating Procedure
- Cyber Incident Response Standard Utah Code Ann. § 63A-19 Data Privacy Act?
- Website Privacy Notice Sanitization/Secure Disposal Standard.

This standard operating procedure was reviewed by UTA's Chief Enterprise Strategy Officer on 03/03/2026, and approved by the Executive Director on _____. This standard operating procedure takes effect on the latter date.

Docusign Envelope ID: 6A442AB3-5182-4466-A2A9-089FE2763E3D

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Owner
	Board Reviewed – UTA.01.21 Data Privacy	Chief Enterprise Strategy Officer
	Adopted – UTA.01.21 Data Privacy	Chief Enterprise Strategy Officer

Docusign Envelope ID: 5CCB5DC3-5A6D-4D3F-A49F-E61900F5B66E

UTAH TRANSIT AUTHORITY POLICY

UTA.01.22

DATA QUALITY

1) Purpose

The purpose of this policy is to foster a culture of precision and reliability in data input within Utah Transit Authority's (UTA's) data framework. This policy is dedicated to ensuring that all information is not only accurate and timely, but also relevant and adequate for our specific Data Quality needs.

2) Definitions

"Data Architecture Committee" means the committee within UTA that is responsible for providing guidance and oversight over the data architecture. This committee will review the database design and data model and provide insights. See Appendix A.

"Data Cleansing" means the process of identifying and correcting errors, inconsistencies, and inaccuracies in data to improve its quality.

"Data Custodians" means those responsible for managing data by implementing business rules. Data Custodians are focused on the technical environment in which the data is kept and managed. See Appendix A.

"Data Element Rules" means specifications or fields enforced by applications and databases to ensure capture and adherence to all relevant elements of information.

"Data Governance Council" means the committee within UTA that is responsible for overseeing and managing data-related activities, policies, and strategies. The Data Governance Council ensures Data Quality by defining and implementing governance frameworks such as data standards, data stewardship roles, processes for data lifecycle management, setting compliance and quality benchmarks aligned with organizational policies, regulatory requirements, and industry best practices, and monitoring and enforcing adherence to these frameworks through audits, reporting, and continuous improvement initiatives. See Appendix A.

"Data Governance Steering Committee" means a group of individuals responsible for guiding and overseeing how data is managed, protected, and used within the organization. See Appendix A.

"Data Owners" means a UTA Data Steward, who has decision-making and approval authority over data within their assigned domain. Their responsibilities include defining data standards and classifications for their domain to ensure consistency and compliance, authorizing access and usage of data, including approving data sharing and integration requests, ensuring Data Quality and integrity by validating accuracy, completeness, and timeliness of data, and overseeing compliance with organizational policies, regulatory requirements, and security protocols related to their data domain.

"Data Quality" refers to the process to measure and improve the quality of data. It is measured by

Docusign Envelope ID: 5CCB5DC3-5A6D-4D3F-A49F-E61900F5B66E

its accuracy, appropriateness, completeness, relevance, timeliness, and Validity in meeting specific needs of the data consumer.

"Data Stewards" are professionals, most often recognized as subject matter experts, accountable for a subset of data. Data Stewards work closely with stakeholders to define and control data. See Appendix A.

"Metadata" means data about data. Metadata describes the characteristics, context, and structure of information, aiding in such information organization, management, and understanding.

"*Validity"* means the extent to which data accurately represents the real-world object or concept it is intended to measure or describe.

3) Policy

A. Compliance and Responsibility

Assurance of Data Quality will increase trust in data integrity and the value of data, reduce the costs associated with poor Data Quality and improve UTA productivity by reducing redundant efforts.

1. UTA employees will adhere to all aspects of the Data Quality Standard defined in section C and apply the relevant Data Quality requirements defined in the this Data Quality Policy. UTA employees are responsible for maintaining their records and ensuring necessary Data Cleansing activities take place through their day-to-day processes.

B. Metadata Management

Metadata plays a crucial role in organizing, managing, and understanding data within UTA by providing context, structure, and characteristics of information, enabling effective data exchange with external organizations and maximizing the value of shared information with stakeholders. Employees are responsible for ensuring that Metadata is appropriately labeled and structured for efficient use across UTA.

C. Data Quality Standard

All aspects of the Data Quality Standard must be adhered to, and applied consistently, including:

Data Quality Dimension	Definition
Accuracy	Data should be sufficiently accurate for its intended purposes and presented clearly in the appropriate level of detail. Ideally, data should only be captured once, although it may have multiple uses. Accuracy is most likely to be achieved if data is captured as close to the point of service delivery as possible. Information that is based on accurate data provides a fair picture of performance and should enable more effective decision making and resource allocation at all levels.
Appropriateness	The collection and recording of information must fulfill a legitimate business purpose and must be relevant to the purpose of the system in which it exists.

Docusign Envelope ID: 5CCB5DC3-5A6D-4D3F-A49F-E61900F5B66E

Completeness	Applications and databases will enforce mandatory Data Element Rules where possible, this includes adhering to any mandatory Data Element Rules enforced by the software or tool being utilized. All relevant elements of information should be captured for submission by completing all relevant fields in the electronic systems.
Relevance	Information may be accurate, complete, and relevant when it is first recorded; however, this can change over time. Timely review of data "freshness" is an essential component of Data Quality and therefore should occur within the same frequency as Data Cleansing to reduce the amount of "stale" data in the organization.
Timeliness	Data should be captured as quickly as possible to ensure it is available for review within a reasonable time period. Data must be available quickly and frequently enough to support effective performance management.
Validity	All data may need to be recorded and reported using relevant compliance requirements. Data must conform to the syntax (format, type, range) that was defined. Source data/information must be included to show that it has come from a formal document, report, website, or system.

4) Cross-References
   - UTA.01.17 Data Governance
   - UTA.01.08 Records Management and Access
   - AGCY.01.10 Data Quality Procedure

This UTA Policy was reviewed by UTA's Chief Enterprise Strategy Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70F33A415BA44F3...
Counsel for the Authority

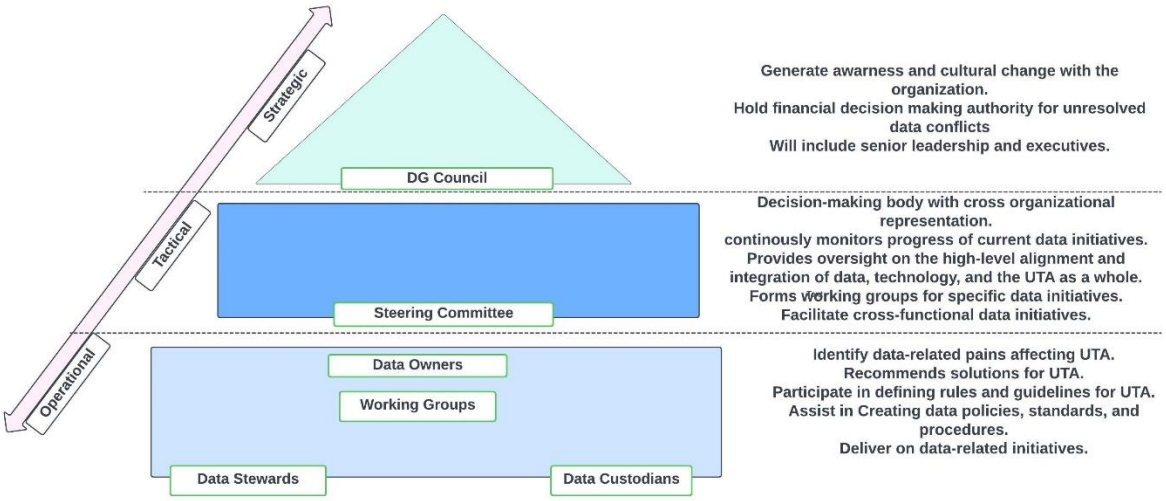
History

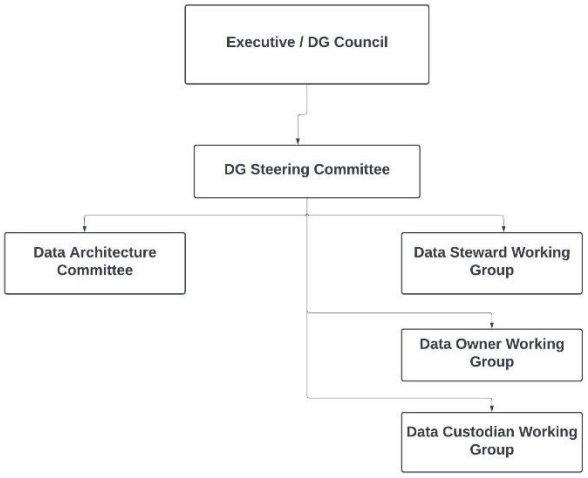
Date	Action	Owner
	Board Reviewed – UTA.01.22 Data Quality	Chief Enterprise Strategy Officer
	Adopted – UTA.01.22 Data Quality	Chief Enterprise Strategy Officer

Docusign Envelope ID: 5CCB5DC3-5A6D-4D3F-A49F-E61900F5B66E

APPENDIX A

UTA Data Governance Organizational Structure





Docusign Envelope ID: 157DB453-3C64-4A56-B9F8-64A6B79A22AA

UTAH TRANSIT AUTHORITY POLICY

UTA.02.04

NATIONAL TRANSIT DATABASE (NTD) RESPONSIBILITY

1) Purpose

The purpose of this Utah Transit Authority (UTA) policy is to assign responsibilities for NTD data gathering, accumulation, and reporting. The Federal Transit Administration (FTA) uses NTD data to allocate billions of federal preventative maintenance dollars to transit agencies through its annual allocation formulas; therefore, NTD data integrity is crucial to the FTA. It is expected that each transit agency will devote the resources necessary to ensure that NTD data submitted is materially correct.

2) Definitions

"*NTD*" means National Transit Database, which reports on all government funded transit agencies in the United States based on changing requirements defined by the Federal Transit Administration.

"*MR20*" means monthly reporting form found in NTD online system by mode.

"*A forms*" means a group of annual forms found in NTD online system to specifically report asset information.

"*B forms*" means a group of annual forms found in NTD online system to specifically report purchased transportation services.

"*F forms*" means a group of annual forms found in NTD online system to specifically report financial information.

"*R forms*" means a group of annual forms found in NTD online system to specifically report employee information.

"*S forms*" means a group of annual forms found in NTD online system to specifically report statistical information by mode.

3) Policy

A. Use of the NTD online system and any other electronic systems used for the collection, storage, analysis, or submission of NTD data under this SOP must comply with UTA's Information Security policy, including requirements related to access controls, protection of electronic information, and incident reporting.

B. Authority and Responsibilities

FTA ultimately holds the Executive Director of UTA responsible for its monthly and annual NTD data submittal. The Executive Director has delegated specific responsibilities to the listed departments.

1. Monthly reporting and data responsibility for monthly reporting
    a. Form MR20 reporting is the responsibility of the Accounting department

Docusign Envelope ID: 157DB453-3C64-4A56-B9F8-64A6B79A22AA

b. Data gathering is the responsibility of the various departments as assigned.

2. Annual reporting and data responsibility for yearly reporting
   a. The reporting of all required year-end forms is the responsibility of the Accounting Department. Data gathering is the responsibility of the various departments as assigned.

C. Compliance with NTD Requirements

At UTA, the Comptroller is responsible for ensuring compliance with NTD requirements. That responsibility includes ensuring that UTA's Chief Officers, Managers, and Directors create the internal teams and processes within their departments that will verify that submitted data complies with NTD requirements. UTA follows the Federal Transit Authority (FTA) standards contained within the current reporting year NTD Policy Manual, Appendix A-245, regarding the data used to compile the annual National Transit Database (NTD) report as described below:

1. Variances greater than or equal to 10 percent from the same time last year are communicated to the division and department management for verification and acknowledgement prior to Accounting submitting the figure to NTD.
2. A system is in place and maintained for recording data in accordance with NTD definitions and agreed-upon data is reviewed to be materially accurate.
3. A system is in place to record data on a continuing basis, and the data gathering is an ongoing effort.
4. Source documents are available to support the reported data and are maintained for FTA review and audit for a minimum of three years following FTA's receipt of the NTD report. The data is fully documented and securely stored.
5. A system of internal controls is in place to ensure the data collection process is accurate and that the recording system and reported comments are not altered (if applicable). Documents are reviewed and signed by a supervisor, as required.
6. The data collection methods are those suggested by FTA or otherwise meet FTA requirements.
7. Data is consistent with prior reporting periods and other facts known about transit agency operations.

D. Oversight of NTD Data Accuracy

Within the Comptroller's Office, the Accountant responsible for NTD receives data from departments, performs specific accuracy analyses, seeks variance explanations, and enters data into the NTD reporting system monthly and yearly. The Comptroller or their designee is the primary person at UTA who communicates questions and concerns from UTA staff to NTD and from NTD to UTA staff. This employee also regularly identifies and rectifies issues through discussions with NTD and UTA staff.

E. Departmental Responsibility for NTD Data Compliance

The Comptroller is responsible for ensuring that departments are aware of their responsibilities for data gathering, aware of NTD training opportunities, accumulating properly internally reviewed data, reporting reviewed data in the NTD system, and that departments create procedures for their responsibilities that comply with current NTD reporting policy and guidance.

Docusign Envelope ID: 157DB453-3C64-4A56-B9F8-64A6B79A22AA

F. Issue Resolution
Any issues that the department responsible has with their data that cannot be rectified in a timely manner are to be elevated to the Comptroller for resolution. Any issues that the Comptroller cannot resolve in a timely manner are to be elevated to the Chief Finance Officer. Any issues that the Chief Finance Officer cannot resolve in a timely manner are to be elevated to the Executive Director.

4) Review
This policy will be reviewed four years.

5) Cross-References
- UTA.01.20 Information Security
- 2020 NTD Policy Manual, Appendix A-245.

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
12/11/2018	Adopted – Corporate Policy 3.1.11-SOP National Transit Database Adopted – Corporate SOP 3.1.11-1 National Transit Database (NTD)	Chief Financial Officer
08/11/2021	Rescinded – Corporate Policy 3.1.11-SOP National Transit Database Rescinded Corporate SOP 3.1.11-1 National Transit Database (NTD)	Chief Financial Officer
08/11/2021	Board Consent – UTA.02.04 National Transit Database (NTD)	Chief Financial Officer
09/02/2021	Adopted – UTA.02.04 National Transit Database (NTD) Responsibility	Chief Financial Officer
	Board Reviewed – UTA.02.04 National Transit Database (NTD) Responsibility	Chief Financial Officer
	Revised – UTA.02.04 National Transit Database (NTD) Responsibility	Chief Financial Officer

Docusign Envelope ID: 157DB453-3C64-4A56-B9F8-64A6B79A22AA

Docusign Envelope ID: 2B9207C3-8E75-4990-BBF6-0A96F5DA967B

UTAH TRANSIT AUTHORITY POLICY

UTA.02.06

ACCOUNTS RECEIVABLE ADJUSTMENTS

1) Purpose

This Utah Transit Authority (UTA) policy is intended to ensure that Adjustments to Accounts Receivable amounts are made at the appropriate approval level and with full documentation of the reason for the Adjustment.

2) Definitions

"*Accounts Receivable*" means a legally enforceable claim for payment held by UTA for goods supplied or services rendered that a customer ordered or received but has not paid for.

"*Adjustments*" means a decrease in the amount of an Accounts Receivable for reasons other than a mistake in calculation of the original Accounts Receivable amount, a Reduction or Write-off, a change in timing of payment, or a Special Payment Arrangement.

"*Reduction*" means an accounting action that partially reduces the value of an Accounts Receivable.

"*Special Payment Arrangement*" means an arrangement with the entity owing UTA an amount that provides a longer time in which to make full payment of the amount owed.

"*Write-off*" means an accounting action that completely reduces the value of an Accounts Receivable.

3) Policy

A. Requests to adjust Accounts Receivable must have written approval from UTA employees authorized under the applicable UTA Spending Authority and Contracting Authority policies. Approval thresholds will mirror those established in UTA's Spending Authority and, Contracting Authority policies, and the Public Transit District Act. These thresholds will automatically update whenever the corresponding policy tables or statutory amounts are revised.
    1. Written approval must include the reason for the Adjustment and a record of the collection efforts to date on the account. Written approvals will be provided to the Comptroller who will conduct an independent review of the Adjustment, countersign the written approval, record the Adjustment, and maintain all documentation for the Adjustment.
    2. The Chief Financial Officer administers this policy.

4) Review

This policy will be reviewed every four years.

5) Cross-References

- UTA Board of Trustees Policy 2.1 Financial Management

Docusign Envelope ID: 2B9207C3-8E75-4990-BBF6-0A96F5DA967B

- UTA.02.01 Spending Authority
- UTA.02.02 Contracting Authority
- Utah Code § 17B-2a-808.1(2)(v) -

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F0...
Counsel for the Authority

History

Date	Action	Custodian
08/07/2018	Adopted – Corporate Policy 3.1.9 Write-Off Authority	Chief Financial Officer
02/23/2022	Rescinds – Corporate Policy 3.1.9 Write-Off Authority	Chief Financial Officer
02/23/2022	Board Approved – UTA.02.06 Accounts Receivable Adjustments Policy	Chief Financial Officer
02/23/2022	Adopted – UTA.02.06 Accounts Receivable Adjustments Policy	Chief Financial Officer
	Board Reviewed – UTA.02.06 Accounts Receivable Adjustments	Chief Financial Officer
	Revised and Adopted – UTA.02.06 Accounts Receivable Adjustments	Chief Financial Officer

Docusign Envelope ID: 1082C7FA-82F7-49F3-8583-9AE668B18770

UTAH TRANSIT AUTHORITY POLICY

UTA.02.12

CONTRACTOR ENDORSEMENTS, REFERRALS, AND TESTIMONIALS

1) Purpose

The purpose of this policy is to protect the equity of the Procurement process by establishing that Utah Transit Authority (UTA) should use neutrality when publicly speaking or writing about the products and services provided by Contractors.

2) Definitions

"*Contractor*" means any individual or organization who works under an agreement (other than an employment agreement) with UTA, including consultants, vendors, providers, and other similar positions.

"*Endorsement*" means an express approval or recommendation of a product, service, or Contractor.

"*Procurement*" means the process involved with the acquisition of products, services, or construction through the expenditure of public funds.

"*Referral*" means to direct another individual or organization to seek the services of a Contractor.

"*Testimonial*" refers to a statement about the benefits of having worked with a specific Contractor.

3) Policy

A. In order to protect the competitive Procurement process, avoid the appearance of favoritism, and control UTA's own narrative, UTA will not, in speech (public speaking or engagement, video, etc.) or writing (press, proposals, case studies, proposals and future bids, website, logo placement, etc.), whether in exchange for benefits, Endorsements, or Referrals, or not:
   1. Make an Endorsement;
   2. Provide Testimonial for a Contractor's portfolio, case studies, media releases, bid proposals, websites, etc.; or
   3. Make a Referral.

B. When asked by a Contractor to be named, listed, highlighted, or otherwise associated publicly with a product or service provided to UTA, the UTA Public Information Officer (PIO) will assess and approve or deny the request. The PIO will consult with Procurement and legal as part of the assessment.

C. Provided that such association is not an Endorsement, Testimonial, or Referral, and is not likely to be perceived as such, UTA may:
   1. Post collaborative content with a Contractor on social media;

Docusign Envelope ID: 1082C7FA-82F7-49F3-8583-9AE668B18770

2. Appear at a Contractor's facility or event, or invite a Contractor to appear at a UTA facility or event;
3. Be written about in a Contractor's media or press release pertaining to products or services provided;
4. Acknowledge that a product or service was provided by the Contractor;
5. Allow the Contractor to display the UTA logo; and/or
6. Allow mention of a UTA project, provided such mention is informational only.

D. At the request of a Contractor, and in collaboration with UTA's PIO, UTA can provide factual information about the products or services provided by the Contractor.

E. Contractors are permitted to state that they have worked with UTA and are permitted to include photos, video, and data in a portfolio showcasing their work.

4) Review
This policy will be reviewed every four years.

5) Cross-References
- UTA.02.05 Procurement

This UTA Policy was reviewed by UTA's Chief of Staff on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44E6...
Counsel for the Authority

History

Date	Action	Custodian
	Board Reviewed – UTA.02.12 Contractor Endorsements, Referrals, and Testimonials	Chief of Staff
	Adopted – UTA.02.12 Contractor Endorsements, Referrals, and Testimonials	Chief of Staff

Docusign Envelope ID: 1E87790F-54A1-4437-9819-7C00D4933FA8

UTAH TRANSIT AUTHORITY POLICY

UTA.02.13

GRANTS MANAGEMENT

1) Purpose

This policy establishes the process for complying with federal regulations and administrative requirements governing grants administration and management.

2) Definitions

"*Coordinated Mobility Management Team*" means UTA's coordinated mobility grant administrator, coordination administrator, and coordinated mobility grants compliance officer.

"*Discretionary Grants*" are grants that are awarded on the basis of a competitive process. Grant proposals are reviewed in light of applicable requirements and selection criteria established for a program. The review process gives the funding entity discretion to determine which applications best address the program requirements and are, therefore, most worthy of funding.

"*Formula Grants*" are non-discretionary grants that UTA receives from the Federal Transit Administration based on formulas set by federal statute. These formulas have inputs from the National Transit Database, the U.S. Census, and other sources. Grants include Urbanized Area Formula and FTA 5310 Program.

"*FTA 5310 Program*" means the program managed by the Coordinated Mobility Management Team on behalf of the Federal Transit Administration for the large urbanized areas of Salt Lake, Ogden/Layton and Provo/Orem, also known as the Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program.

"*FTA*" means the Federal Transit Administration.

"*Grants Department*" includes UTA's grants director, grant services team, Coordinated Mobility Management Team, and a business project manager.

"*Desk Reference Guide*" means the Grants Department's guide developed by the grants director to direct and guide the Grants Department's processes and procedures.

"*Grants Services Team*" includes UTA's manager of grant services, grants development administrators, senior grants analyst and grant post award administrator.

"*5310 Program Management Plan*" means the plan required by the FTA that includes processes and procedures for administering the 5310 Program in Utah's large, urbanized areas.

"*Standard Operating Procedures*" means the minimum Standard Operating Procedures for grant development and post-award management, developed by the grants director.

3) Policy

Docusign Envelope ID: 1E87790F-54A1-4437-9819-7C00D4933FA8

A. Development of the Desk Reference Guide and 310 Program Management Plan
   1. The chief financial officer appoints a grants director.
   2. The grants director, in coordination with the Finance department, Capital Services department, People Office, Planning office, and Safety and Security department, develops the Desk Reference Guide and the 5310 Program Management Plan.
   3. The CFO approves the Desk Reference Guide and the 5310 Program Management Plan.
   4. The Grants Department Desk Reference Guide and the 5310 Program Management Plan direct both formula and Discretionary Grants.

B. Roles and Responsibilities of Grants Director
   1. The grants director oversees the Grants Department to ensure that all grants are managed per the approved Desk Reference Guide and the 5310 Program Management Plan.
   2. The grants director coordinates closely with staff from other departments regarding grant-related duties as outlined in the Grants Department Desk Reference Guide.
   3. The grants director is responsible for overseeing and ensuring the tracking of all Discretionary Grants from the pursuit phase, through implementation, reporting, and final closeout, and Formula Grants from apportionment, through implementation, reporting, and final closeout. This includes preparing grant applications; holding pre-award coordination, grant kick-off, and monthly grant status meetings; reviewing and reconciling periodic milestone and financial reporting; and approving grants for close-out.
      a. The grant close-out procedure includes reporting any capital assets purchased with funds from the closing grant to the Asset Management group for continuing control.

C. Discretionary Grants
   1. For each Discretionary Grant pursuit, the Grants Services Team works closely with the assigned project managers for the proposed project to prepare a Grant Decision Form that identifies the grant opportunity, the proposed project scope and budget, the requested grant amount, the required local funding amount and local funding source, ongoing operating and maintenance costs, staff responsible for continuing control, and any potential project partners.
   2. The Grants Services Team must present the Grants Decision Form for approval to the chief officer that oversees the project proposal. The chief officer makes a recommendation of whether the project proposal should be approved.
   3. If the chief officer that oversees the project proposal recommends approval of the project proposal, the grants director transmits the Grants Decision Form and chief officer's recommendation to the chief financial officer (CFO). The CFO decides whether the project proposal is approved or denied. If the CFO approves the project proposal, the Grants Services Team coordinates preparation of the grant proposal.

D. Formula Grants
   1. The FTA defines eligibility for Formula Grant funds.
   2. The Grants Services Team works with the grants director, planning director, capital services director, and other departments, as needed, to best allocate Formula Grant funds, within the FTA-identified parameters.

Docusign Envelope ID: 1E87790F-54A1-4437-9819-7C00D4933FA8

E. FTA 5310 Program
   1. As the designated recipient of 5310 funds in Utah's large urbanized areas, UTA administers the FTA 5310 Program and conducts an area-wide competitive selection process to distribute FTA 5310 Program funding according to the 5310 Program Management Plan.W
   2. While the Coordinated Mobility staff coordinate with the Grants Services Team regarding tracking of the FTA 5310 Program Grant, all management of the subrecipient funding is performed by the Coordinated Mobility staff, under the direction of the coordinated mobility manager.

4) Review
This policy must be reviewed every four years.

5) Cross-References
- Agency Asset Management SOPs 6
- UTA's Procurement Roles (UPR)
- UTA's Grants Department Desk Reference Guide
- UTA's Program Management Plan for Federal Transit Administration Section 5310 Program
- UTA.06.03 Capital Assets
- AGCY.06.01 Capital Asset Creation
- AGCY.06.02 Capital Asset Reallocation
- AGCY.06.03 Capital Asset Disposal

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026 , and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
12/13/2016	Grants Management Policy Adopted	
12/11/2018	Grants Management Policy Revised	
12/19/2018	Executive Director Approved – Corporate Policy 3.1.7 Grants Management	Interim Executive Director

Docusign Envelope ID: 1E87790F-54A1-4437-9819-7C00D4933FA8

	Board Reviewed – UTA.02.13 Grants Management	Chief Financial Officer
	Revised and Renumbered – UTA.02.13 Grants Management	Chief Financial Officer

Docusign Envelope ID: 34D2F2CC-9F8B-4803-AE6C-677AD37450EE

UTAH TRANSIT AUTHORITY POLICY

UTA.02.14

INCIDENTAL USE OF PROGRAM INCOME

1) Purpose
The purpose of this policy is to provide spending guidelines and assign responsibilities for all incidental use of grant-funded assets for income or program revenue generated by grant-funded assets and received by the Utah Transit Authority (UTA).

2) Definitions
None

3) Policy
A. The comptroller is responsible for recording incidental use or program revenues under advertising revenues, rental income, transit-oriented development proceeds, or other non-transit related income.

B. Pre-approval for any type of incidental use must be pre-approved by the Federal Transit Administration (FTA). If incidental use is included in a grant; execution of the grant provides FTA's formal approval of the incidental use.

C. The executive director is responsible for incorporating the use of program income into the annual budget for transit-related expenses or local match for future grants.

D. Incidental use must be compatible with the approved purposes of the project and not conflict with the intended public transportation use of the asset.

E. Real Estate and Marketing department managers are responsible for identifying incidental use or program income from grant-funded assets and notifying the Accounting and Budget departments.

F. Department managers from other departments that generate incidental use income are responsible for identifying incidental use or program income from grant -unded assets and providing the Accounting and Budget departments with written notice.

4) Review
This policy will be reviewed every four years.

5) Cross-References
- None

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026 , and approved by the Executive Director on _____. This policy takes effect on the latter date.

Docusign Envelope ID: 34D2F2CC-9F8B-4803-AE6C-677AD37450EE

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A416BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
1/29/2019	Adopted – Corporate Policy 3.1.13 Incidental Use of Program Income	Chief Financial Officer
	Board Reviewed – UTA.02.14 Incidental Use of Program Income	Chief Financial Officer
	Revised and Renumbered – UTA.02.14Incidental Use of Program Income	Chief Financial Officer

Docusign Envelope ID: 6F3B2DDC-4809-48ED-B0A2-B6D9C5F892CA

UTAH TRANSIT AUTHORITY POLICY

UTA.02.15

VEHICLE DONATIONS

1) Purpose
The purpose of this policy is to provide guidance for the donation of Utah Transit Authoity (UTA) Surplus Vehicles to Qualifying Organizations.

2) Definitions
"*Surplus Vehicle*" means a car, truck, van, paratransit vehicle, bus, or rail vehicle that has reached its useful life as determined by the Federal Transit Administration, has been retired from service at UTA, and would normally be sold at auction.

"*Qualifying Organization*" means a Utah non-profit organization with 501(c)3 tax status, a government agency, an educational institution that teaches diesel mechanics or automotive mechanics, or a business under contractual obligation to provide transportation services to UTA and with whom UTA has agreed to provide such vehicles.

3) Policy
A. UTA may donate Surplus Vehicles to Qualifying Organizations which are:
   1. Promoting group transportation,
   2. Encouraging education in mechanics, or
   3. Engaged in public safety.

B. No more than three Surplus Vehicles may be donated to a Qualifying Organization over a three-year period.

C. Qualifying Organization must:
   1. Make a request for a Surplus Vehicle donation in writing.
   2. Be current on all of its obligations to UTA.
   3. Accept a Surplus Vehicle "as is" and sign a waiver stating that UTA will not be held liable for the Surplus Vehicle once the Qualifying Organization has taken possession of it.
   4. Be responsible for all licensing, permits, and insurance of the Surplus Vehicle upon taking possession of, or receiving title to, the Surplus Vehicle, whichever occurs first.

D. The Chief Financial Officer will administer the vehicle donation policy.

4) Review
This policy will be reviewed every four years.

5) Cross-References
- UTA.06.03 Capital Assets
- UTA.06.04 Non-Revenue Vehicle Fleet
- 2.1.3.1 - Asset Recordkeeping and Continuing Control

Docusign Envelope ID: 6F3B2DDC-4809-48ED-B0A2-B6D9C5F892CA

- FTA Circular 5010.1F Award Management Requirements Circular

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70F33A415BA44F5...
Counsel for the Authority

History

Date	Action	Custodian
05/02/2013	Adopted Corporate Policy No. 2.1.6	
05/16/2016	Revised	
02/26/2020	Revised and renumbered to UTA Policy 2.1.1	Chief Finance Financial Officer
	Board Reviewed – UTA.02.15 Vehicle Donations	Chief Financial Officer
	Revised and Renumbered – UTA.02.15 Vehicle Donations	Chief Financial Officer

Docusign Envelope ID: 2951A7A1-A3C5-4DC9-863E-040EDA438B46

UTAH TRANSIT AUTHORITY POLICY

UTA.02.16

INVENTORY MANAGEMENT

1) Purpose
This policy establishes standardized procedures and controls for the management, access, and accuracy of Inventory across all Utah Transit Authority (UTA) facilities.

2) Definitions
"Adjustment" means a correction made to resolve a quantity discrepancy between Physical on-hand Inventory and the ERP system record.

"EOQ" means Economic Order Quantity and is the optimal quantity that is calculated to minimize total Inventory costs based on lead time and unit cost.

"ERP" means Enterprise Resource Planning software. Currently, JD Edwards.

"General Issue" means an Inventory item that is Issued to a badge number instead of a maintenance work order.

"Inactive" means an item within UTA Inventory that is still applicable to UTA vehicles, equipment, or facilities but has not been used for 1/5th of the vehicle life. Bus: 15 years= 3 years, Paratransit: 5 years= 1 year, Light Rail: 30 years= 6 years, Heavy Rail: 50 years= 10 years, Other: 2 years.

"Inventory" means all items assigned a part number and maintained within the ERP system.

"Issue" means recording the transaction of assigning an Inventory item to a work order or badge number within the ERP system.

"Item Master" means the authoritative source for part/item attributes such as item number, description, unit of measure, cost, supplier information, stock locations, and categorization.

"Maintenance of Way" means the maintenance group responsible for maintaining and repairing all components of the railway's physical infrastructure.

"Obsolete" means an Inventory item determined to no longer be applicable to any UTA vehicle, equipment or facility as agreed upon by Inventory Control, Parts, and the end user.

"Physical Inventory" means the process of physically counting and recording quantities of inventory items on hand and reconciling quantities with ERP system data.

"ROP" means Re-order Point and is the Inventory level at which a requisition is automatically generated to replenish stock.

Docusign Envelope ID: 2951A7A1-A3C5-4DC9-863E-040EDA438B46

"Stock Order" means a system-generated replenishment request from a supply warehouse to a Parts Room.

3) Policy

A. General

The Inventory management system is designed to provide Inventory items and supplies to UTA maintenance shops for the purpose of supporting UTA's bus, light rail, and heavy rail vehicle Maintenance teams, as well as the Maintenance of Way team by ensuring timely and accurate supply of parts and materials.

B. Authority

The Supply Chain department holds final authority over Inventory management practices. It creates, assigns, and enforces all Inventory management policies and procedures. Inventory management policies and procedures include, but are not limited to, receiving, storage, distribution, issuance, tracking, counting, reporting, monitoring, ERP Inventory setup and maintenance, and best practices.

C. Group Responsibilities

The following groups are responsible for certain functions listed below:

1. Maintenance

   Maintenance is responsible to ensure Inventory Issued to work orders are necessary for the maintenance and repair of fleet and equipment. This includes creating work orders, providing the accurate work order to Issue to, reviewing that the proper Inventory was Issued to each work order, and closing work orders. Maintenance is also responsible for warranty and core returns to the Parts Rooms for processing.

2. Inventory Control

   Inventory Control is responsible for Item Master setup and maintenance of all Inventory items in the ERP system. This includes creating requisitions, processing out of stocks, non-standard Issues, transfers, restock requests, Inventory count administration, and running the monthly ROP update report.

3. Shipping/Receiving/Distribution

   Warehouse specialists are responsible for the accurate and timely receipt and labeling of incoming shipments, daily Stock Order fulfillment and distribution, logging incoming shipments, receiving records retention, and core processing. They are also responsible for shipping any items to external vendors. Parts couriers deliver twice daily to each division.

4. Parts Clerks

   Parts clerks are responsible for check-in and storage of incoming Stock Orders (sign, date, and retain packing lists for one year), Parts Room organization, Inventory accuracy, issuing and transferring Inventory, ordering Inventory via out-of-stocks, and preparing for and counting Inventory. Parts clerks are also responsible for researching correct Inventory for maintenance and providing all necessary information on new Inventory to Inventory Control for accurate Item Master setup. Duties not related to Inventory management are excluded from this policy.

5. Supervisors of Parts Clerks

Docusign Envelope ID: 2951A7A1-A3C5-4DC9-863E-040EDA438B46

Supervisors are responsible to ensure that parts clerks on site follow parts and procurement guidelines and procedures put in place by Supply Chain. They are also responsible for auditing of count sheets during Physical Inventory counts at their location and keeping a record of those audits. Supervisors are responsible for all administration and management of parts clerks.

6. ERP Technical Systems Administrator
   ERP Technical Systems Administrators are responsible for defining and creating Inventory management policies and procedures related to ERP software (e.g., ROP and EOQ calculations), ERP access control to Supply Chain modules, and overseeing Inventory Control functions. Use of the ERP software and Inventory management policies must at all times be in compliance with UTA policy on information security.
7. Warehouse and Inventory Operations Manager
   The Warehouse and Inventory Operations Manager provides oversight of all Inventory operations at all UTA parts rooms and warehouses.

D. Physical Inventory Counts
   Supply Chain coordinates Inventory counts with each division to be conducted in accordance with Inventory management procedures. All Inventory items within UTA are counted at least once annually. Inventory items created within the calendar year are counted the following year. Inventory Control acts as an independent review and oversight for counts. All discrepancies on first counts will be recounted; first recounts will be performed by a different counter than the first count; second recounts will be reviewed and approved by a parts supervisor on duty. All counts will be recorded in ink. Parts clerks/warehouse specialists will perform counts (with assistance from other departments if needed).

E. Parts Room Access
   Parts rooms must be kept secure at all times. Badge and key access to the parts rooms must be approved by the Materials and Inventory Operations Manager. Only authorized employees are allowed in warehouses and Parts Rooms. Authorized employees include parts clerks, Supply Chain employees, Maintenance managers, assistant managers, parts supervisors, technical services, and Fleet Engineering. All other employees must be escorted by an authorized employee. When authorized personnel are unavailable, Maintenance supervisors or assigned Maintenance leads may access Parts Rooms. Any items removed from the Parts Room during this time must be recorded on the Issue Tracking Sheet.

   The parts supervisor retains copies of Issue Tracking Sheets for one year.

F. Inventory Transactions
   1. Obsolete Inventory
      All Inventory is reviewed by Inventory Control to find Inventory items associated with fleet or components that have become Obsolete. This review occurs upon notice of component revision or obsolescence, or the disposal of all vehicles in a Coach ID. Inventory Control provides a list to the Parts Rooms for review and physical disposal of these items. Inventory Control adjusts all parts within the ERP system after notification of the physical disposal.
   2. Inactive Inventory

Docusign Envelope ID: 2951A7A1-A3C5-4DC9-863E-040EDA438B46

Parts are considered Inactive if they have not been Issued for a period of 1/5th of the vehicle life. Inventory is reviewed annually to identify Inactive parts. Inventory Control provides a list to the Parts Rooms and Maintenance for review. Any parts identified as excess or Obsolete, Supply Chain will attempt to return to the vendor for credit. All other items are physically disposed of per best practice. Inventory Control adjusts all parts within the ERP system after notification of the physical disposal.

3. Issues
   All Inventory items Issued by the Parts Room require a work order with the exception of shop supplies and General Issue Inventory, which are Issued to an employee badge number.

4. Adjustments
   When Physical Inventory doesn't match the ERP quantity, an Inventory Adjustment is necessary. An attempt is made by the Parts Room to identify the root cause of the discrepancy and take corrective action. When an Adjustment is necessary, the Parts Room lead or supervisor submits an Adjustment request via email to Inventory Control. Inventory dollar Adjustments, positive or negative, are transacted to the business unit parts expense budget. Documentation of approved Adjustments are retained for a period of one year by Inventory Control. The ERP Technology Systems Admin randomly reviews two Inventory Adjustments per month for accuracy and approval and retains documentation for one year.

G. Materials Requirements Planning and Out-of-Stocks.
   1. Materials Requirements Planning (MRP)
      a. MRP is calculated monthly in the ERP system to create and update ROP and EOQ. ROPs are updated by the system based on the formula of average daily demand (over 12 months usage), multiplied by lead-time days, plus safety stock = ROP. EOQs are updated as a product of lead-time and cost of the part.
         1. The lead-time exception report s will be reviewed monthly by Purchasing to identify inaccurate lead-times. Necessary changes are submitted to Inventory Control to update the ERP system.
         2. Inventory Control runs a monthly query in the ERP system to determine parts with zero cost and usage of one or more in the previous 12 months.

   2. Out-of-Stocks (OOS)
      a. OOSs occur when a Maintenance employee is unable to obtain Inventory items needed for repair or maintenance of a vehicle. Inventory items are obtained through a divisional transfer from another facility or externally from a supplier if unavailable at UTA.

      b. Inventory Control reviews every OOS for a root cause/corrective action (RC/CA). RCs/CAs are identified in the ERP system on the OOS screen, and action is taken as needed. A monthly review of all OOS is conducted by Inventory Control to ensure RCs/CAs are identified.

H. Warranty
   Parts and Maintenance are responsible for informing Supply Chain of potential warranty claims. As stewards of public funds, business units should make every effort to submit parts

Docusign Envelope ID: 2951A7A1-A3C5-4DC9-863E-040EDA438B46

for warranty recovery. Supply Chain works with vendors to recover warranty replacements or credits of Inventory items.

I. Risk Assessment
Supply Chain conducts an annual risk assessment of Inventory management processes and procedures to identify risks and causes.

J. Processes and Procedures.
1. Inventory management work instructions and procedures are identified in the "Parts/Inventory Control-Process Flowchart" found on the Supply Chain SharePoint page. All parts clerks are assigned annual training for Inventory management work instructions and procedures and are required to complete the training as assigned. All parts clerks, Maintenance, and Supply Chain employees are required to adhere to the procedures set forth in the Inventory management work instructions and procedures as outlined in this policy.

4) Review
This policy is reviewed every four years or as needed.

5) Cross-References
- UTA.01.20 Information Security

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
9/4/2018	Adopted – Corporate Policy 2.1.15 Inventory Management	Chief Financial Officer
	Board Reviewed – UTA.02.16 Inventory Management	Chief Financial Officer
	Renumbered and Revised – UTA.02.16 Inventory Management	Chief Financial Officer

Docusign Envelope ID: 066FB4E2-A1F0-432D-BFDE-110EDF883CCC

UTAH TRANSIT AUTHORITY POLICY

UTA.02.17

TAXATION OF AWARDS, PRIZES, AND GIFTS

1) Purpose

The purpose of this policy is to provide definition for the taxability of awards, prizes, and gift items received by employees according to Internal Revenue Service (IRS) guidelines.

2) Definitions

"De Minimis Value" means an amount set by UTA for Tangible Items that are occasional or unusual in frequency. Although the IRS has not set a specific limit for what is considered de minimis, they have previously ruled that items with a value exceeding $100 could *not* be considered de minimis, even under unusual circumstances.

"Imputed Income" means an amount added to regular income that is subject to taxes and withholdings.

"Intangible Item" means cash or cash equivalent items. Items may include but are not limited to cash, gift cards, and gift certificates.

"Tangible Item" means an item or award received that has a physical state. Items and awards may include but are not limited to pins, award plaques, event tickets, branded pens, shirts, hats, and other items given to employees by UTA.

3) Policy

A. All Intangible Items are subject to tax as Imputed Income to the recipient, regardless of amount, and included in W-2 earnings.

B. Tangible Items with a value above the De Minimis Value are subject to tax as Imputed Income to the employee on the employee's next paycheck and included on the employee's W-2 earnings. Items with a value below the De minimis Value will not be included as Imputed Income on the employee's W-2 earnings.

C. 457 deferred compensation UTA match, Million Mile bonus, and retirement monetary awards are considered income and are subject to applicable taxes as Imputed Income and included in W-2 earnings.

D. Items that are exempt from taxes include:
   1. Employee uniforms and other items required to perform job duties
   2. Occasional office snacks and meals
   3. Per diem for certain travel and employee reimbursements

E. UTA could be subject to fines and penalties for failure to report awards, prizes, and gifts

Docusign Envelope ID: 066FB4E2-A1F0-432D-BFDE-110EDF883CCC

in a timely manner. Accordingly, the failure to report awards, prizes, and gifts in a timely manner is subject to UTA's Positive People Management policy.

F. The department distributing items to employees must provide payroll with a description of all items provided to an employee including date received, value, and description of the item. The list must be provided to payroll within thirty days of distributing the items to employees.

G. Payroll staff reviews the items per current IRS guidelines to determine if the items meet taxability requirements.

H. Payroll's decision on the value of an Intangible Item can be appealed to UTA's chief financial officer (CFO). The CFO's decision is final.

I. If the item is deemed to be taxable (above the De minims Value for Tangible Items), payroll adds the amount as Imputed Income for calculation on the employee's next paycheck and W-2 earnings.

J. Payroll may add value to the award with approval from the executive director in order to cover the applicable FICA and Medicare taxes, so that the employee receives the face value of the award.

4) Review

In compliance with UTA guidelines, this policy is reviewed at least once annually, or upon the naming of a new chief financial officer or executive director. To the extent the IRS publishes any new guidance or laws prior to such annual review that would impact the terms of this policy, the policy should be interpreted in such a way as to comply with such law or guidance.

5) Cross-References

- 6.3.1 Positive People Management
- UTA.01.01 Ethics

This UTA Policy was reviewed by UTA's chief financial officer on 03/03/2026, and approved by the executive director on _____. This policy takes effect on the latter date.

_____

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Counsel for the Authority

Docusign Envelope ID: 066FB4E2-A1F0-432D-BFDE-110EDF883CCC

History

Date	Action	Custodian
11/29/2019	Adopted – Corporate Policy 3.1.14 Taxation of Awards, Prizes, and Gifts	Chief Financial Officer
	Board Reviewed – UTA.02.17 Taxation of Awards, Prizes, and Gifts	Chief Financial Officer
	Revised and Renumbered – UTA.02.17 Taxation of Awards, Prizes, and Gifts	Chief Financial Officer

Docusign Envelope ID: BD13B84E-7565-4178-BF69-123796D32644

UTAH TRANSIT AUTHORITY POLICY

UTA.02.18

TRANSIT DEVELOPMENT PLAN – FINANCIAL PLAN

1) Purpose
This policy describes the revisions to and storage of Utah Transit Authority's (UTA's) Transit Development Plan – Financial Plan.

2) Definitions
"Transit Development Plan" ("TDP") means the plan documenting UTA's strategic decisions about projects, services, and resource allocation.

"Transit Development Plan - Financial Plan" ("TDP-FP") means the plan providing a mechanism for continuously validating UTA's strategic development plan. The TDP-FP enumerates identified transit service costs and capital facilities expenditures needed to support existing transit operations and anticipated service improvements. The TDP-FP is reviewed and revised regularly to respond to area conditions and trends, service demand, financial capacity, and long-range planning products. Through this ongoing coordination, the TDP-FP synthesizes existing and future operating revenue sources, operating costs, capital funding sources and capital expenditures. It provides the data necessary to analyze system equity, necessary for maintaining an appropriate level of transit service within all counties in the service district. The TDP-FP incorporates short-term assumptions and market conditions and presents the basis for UTA's annual budget.

3) Policy
A. The TDP-FP is updated three times per year to be used for planning and budgeting purposes. By the end of April, June, and December, the TDP-FP is updated for various financial and economic conditions that have changed since the previous update. This allows points throughout the year that can be used as a base financial plan and a basis for all financial planning scenarios during that period. All updates and changes to these three TDP-FP versions are administered by the director of budget and financial strategy to ensure consistency.
    1. April Revision
    This revision incorporates actuals from year-end audited accounting reports from the previously approved TDP for both operating revenues and costs and capital sources and expenditures. Other financial and economic updates, including updated ridership projections that may be available from the end of the year are included. This update benefits the Geographic Economic Model report that is prepared after this period and service planning efforts. Results are provided to the corporate staff for approval.

    2. June Revision
    This revision assesses federal funding, local economics, sales tax collections, future service adjustments, labor and political trends with adjustments made as necessary. Its assumptions and forecast are used to estimate revenue, ridership and operating and capital projections for the following budget year. This update is the basis for the beginning of the budget process and results are provided to the corporate staff.

Docusign Envelope ID: BD13B84E-7565-4178-BF69-123796D32644

B. December Revision
This revision is based on the final approved budget for the upcoming year. It includes any federal funding, local economics, sales tax collections, future service adjustments, labor and political trends that have taken place since the last revision. This revision is used for financial planning scenarios during the upcoming quarters.

At the conclusion of each revision of the TDP-FP, the update is presented to the corporate staff for approval prior to the TDP-FP spreadsheet being entered electronically into UTA's database system, for permanent archiving. Electronic entry and retention of the TDP-FP spreadsheet must at all times comply with UTA's Records Management and Access policy and UTA's Information Security policy.

4) Review
This policy is reviewed three times per year, pursuant to the provisions above.

5) Cross-References
- UTA.01.08 Records Management and Access
- UTA.01.20 Information Security

This policy was reviewed by UTA's Chief Financial Officer on 03/03/2026, and approved by the executive director on _____. This standard operating procedure takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
01/08/2013	Approved	
	Board Reviewed – UTA.02.18 Transit Development Plan – Finance Plan	Chief Financial Officer
	Revised and Renumbered – UTA.02.18 Transit Development Plan – Financial Plan	Chief Financial Officer

Docusign Envelope ID: ADC28942-F3C7-4C93-A105-D563F4923C9F

UTAH TRANSIT AUTHORITY POLICY

UTA.02.19

TICKET VENDING MACHINE ACCESS AND REVENUE

1) Purpose

This policy defines the ownership, roles, and responsibilities related to authorized access to Utah Transit Authority's (UTA's) Ticket Vending Machines (TVMs) found throughout its transit system.

2) Definitions

"Armed Guard Service" is a contracted service that provides UTA with armed guards to accompany and assist UTA employees with job duties that involve possible safety or security risks.

"Bill Vault" is a container inside of a TVM that collects and secures bill currency that is inserted into the machine.

"Director, Safety and Security" is the leader responsible for the safety and security of UTA employees and UTA assets.

"Coin Cassette" is a device that collects coin currency that is inserted into a TVM and dispenses the coin as change to the TVM user.

"Coin Vault" is a container inside of a TVM that collects and secures coin currency that is inserted into the TVM machine once the Coin Cassette is full.

"Facilities Maintenance" is a division of UTA that is responsible for the repair and maintenance of the TVM's *Maintenance"* is a division of UTA that is responsible for the repair and maintenance of the TVMs.

"Farebox Services" means UTA's fare collection department tasked with the collection, processing, and depositing of currency and coins from TVMs.

"FareGo Data" is the Scheidt & Bachman (S&B) software that collects and distributes operating and system fare collection data.

"FareGo Data Administrator" means the user role within the FareGo Data CS that can create, update, and deactivate TVM access pins.

"FareGo Data CS" means the S&B central system for data collection and management of TVMs.

"Hopper" is a container filled with a single denomination of coin that dispenses coin as change to a TVM user if the Coin Cassette is empty or not working properly.

"Key Locker" means the secured locker with unique user access which contains keys to access TVM's various components.

Docusign Envelope ID: ADC28942-F3C7-4C93-A105-D563F4923C9F

"Manager of Security" is a position that reports to the Director, Safety and Security that is responsible for the assessment, prevention, and documentation of security risks to UTA employees and UTA assets.

"Scheidt & Bachman (S&B)" is the manufacturer of UTA's TVMs. As the provider of the fare collection systems, bus and station validators and other transit technology, S&B is responsible for the design, production, and support of the automated TVMs deployed across the transit network.

"Ticket Vending Machine (TVM)" means a self-service electronic kiosk that allows transit riders to purchase fare media.

"Transit Police" is a branch of the Police Department that may be used as an armored escort for the collection and transportation of UTA assets in lieu of the contracted Armed Guard Service.

"Treasurer" means the individual appointed by the executive director responsible for managing the investment of all non-retirement Authority funds in compliance with applicable laws, overseeing the opening and closing of bank accounts and ensuring access is limited to authorized users, managing the use of funds in the general operating reserve, providing oversight of petty cash, and coordinating financing activities for bond issuances and leases.

"TVM Cash Processing Equipment" is the equipment found within a TVM whose primary purpose is to receive, store, and dispense currency and coin, which includes the Bill Vault, Coin Vault, Coin Cassette, and Hopper.

"TVM Key Custodian" means the individual appointed by the Treasurer responsible for the control, safekeeping, issuance, and return of physical keys that provide access to TVM.

"TVM Revenue Process" means the operating manual for farebox collection services from TVM cash collection and bus farebox cash collection.

3) Policy

A. TVMs are a key component in facilitating the sale of UTA fare media to access the transit system. Two UTA departments, Facilities Maintenance and Farebox Services, play essential roles in supporting the ongoing operation of the TVM machines. Facilities Maintenance is responsible for the overall maintenance of the S&B TVMs and internal components, while Farebox Services oversee the collection, processing and depositing of cash receipts from all TVM units. The core objectives in operating the TVMs securely include:
   1. Align policies, strategies, plans, processes, and procedures pertaining to overall access to TVMs, set forth by the Treasurer.
   2. The Treasurer appoints a business owner, a TVM Key Custodian for access to all TVMs to perform cash collection, processing, and depositing of cash receipts from TVMs, and to work cooperatively with Facilities Maintenance and other UTA departments as required. This person is currently the cash office supervisor;
   3. The Director of Maintenance Support appoints a business owner for access to perform all maintenance to S&B TVMs, and to work cooperatively with Farebox Services and other UTA departments as required. This person is currently the facilities maintenance supervisor.

Docusign Envelope ID: ADC28942-F3C7-4C93-A105-D563F4923C9F

B. Roles and Responsibilities

The two business owners appointed to perform functions related to TVMs as described above, have the following responsibilities:

1. Each business owner is assigned key sets, prepared by the TVM Key Custodian. There are two categories of key sets.
   a. Maintenance-only keys (for servicing non-revenue areas of the TVM)
   b. Revenue-sensitive component keys (cash vaults, Bill Vaults, coin Hoppers, Coin Cassette). This key set requires dual control access (two employees present).
2. Keys sets must only be used by personnel authorized by the TVM Key Custodian to perform assigned duties. Key sets are secured in a Key Locker. Each authorized employee has a pin code, initially provided by the TVM Key Custodian and then updated by the employee, to access the key sets. The Key Locker records who removed the key set and when. Each key set in the locker is documented on a secured list. All key sets are returned to the Key Locker at the end of shift and are tracked by the Key Locker. Lost or unreturned keys must be reported immediately to the cash office supervisor. Keys may not be duplicated, shared, or loaned. Keys are never to be taken home or left unattended.
3. Missing or compromised keys require immediate re-keying or lock replacement of affected TVMs.
4. Security cameras should monitor all key issuance and TVM cash access points.
5. A FareGo Data Administrator sets up a unique PIN in the FareGo Data CS for each person granted access to TVMs. The PINs are not to be recorded, nor shared with anyone else. Any person found using a PIN belonging to someone else will be subject to disciplinary action.
6. Each business owner keeps a current record of all openings of all TVMs, which is updated every time a TVM is opened, identifying those present, the reason for access, and the time the TVM is open.
7. Any and all loose cash found in a TVM by a member of Facilities Maintenance, shall be put in an envelope, with the date, time, amount, and signature of the person in attendance on the outside of the envelope, which shall then be placed inside of the machine until someone from Farebox Services picks it up.
8. For those TVMs requiring the use of test money, such money must come from the Fares department petty cash fund, and not from fare revenue collected from the TVMs.
9. The business owner assigned to cash collection maintains a report tracking the movement of cash from the TVMs, through the cash office, and to the bank deposit.

C. The Treasurer has the following responsibilities:

1. The Treasurer assigns someone to review quarterly the list of those accessing the TVM compared with a TVM-generated report showing when the TVM was opened. Exceptions are noted and any unexplained item is reported to the Treasurer. These reports are kept in a centralized file, subject to review.
2. The Treasurer assigns someone to review monthly the list of bank deposits from TVMs with the S&B FareGo reporting tool and a list of deposits from the cash office supervisor. Exceptions are noted and reported to the Treasurer.
3. At least annually, the Information Security department audits the Payment Card Industry (PCI)-compliant credit card reader at each TVM, looking for any evidence of

Docusign Envelope ID: ADC28942-F3C7-4C93-A105-D563F4923C9F

tampering or skimming.

D. The Treasurer is the business owner of all credit card relationships and contracts, including merchant processing.

E. All handling of FareGo Data and any other electronically stored information will at all times comply with UTA policy on Information Security.

4) Review
This policy is reviewed every four years.

5) Cross-References
- UTA.01.20 Information Security.
- UTA.02.03 Fares

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026, and approved by the executive director on _____. This policy takes effect on the latter date.

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
12/05/2017	Adopted – Corporate Policy 2.1.13 TVM Access and Revenue Process Policy	
	Board Reviewed – UTA.02.19 TVM Access and Revenue	Chief Financial Officer
	Renumbered and Revised – UTA.02.19 TVM Access and Revenue	Chief Financial Officer

Docusign Envelope ID: D6263B40-AACF-44A0-BCD5-D73495D6FF65

UTAH TRANSIT AUTHORITY POLICY

UTA.03.02

VIDEO SECURITY

1) Purpose

The Video Security System is used to enhance and promote public safety, deter criminal activities, assist in maintenance and operational tasks, safeguard Utah Transit Authority (UTA) property, and support security and law enforcement endeavors. The overall purpose of this policy is to establish the proper use of UTA's security systems as well as access to, disclosure of, and retention of the security system recordings. This policy will be carried out in accordance with police or public safety agencies who have entered a memorandum of understanding involving the use of Video Security records owned by UTA.

2) Definitions

"Executive Director" means UTA's most senior executive.

"GRAMA" means the Utah Governmental Records Access and Management Act, codified at Utah Code § 63G-2-101, et seq.

"Live Feeds" as pertaining to the Video Security System, mean real time continuous audio/video images.

"Manager" means any employee classified as a "Manager" by job code classifications maintained by UTA's People Office.

"UTA Records Officer" means a Records Officer that has been appointed by the Executive Director and certified with the Utah State Archives to classify UTA's records.

"Video Security" in this policy includes the following:

a. *"Video Management System ("VMS")"* refers to a video, physical, audio, or other mechanical, electronic, or digital surveillance systems or device installed by, or on behalf of, UTA that enables continuous or periodic video/ audio recordings, observing or monitoring of individuals on UTA property. This form of security surveillance occurs on or in the vicinity of UTA premises from a fixed point. These video feeds can be viewed live.
b. *"Mobile Video Security System ("MVSS")"* refers to a video, physical, audio, or other mechanical, electronic, or digital surveillance systems or device installed by, or on behalf of, UTA that enables continuous or periodic video/audio recording, observing or monitoring of individuals or incidents on UTA property. This form of security surveillance is mobile and Video Security recorded feeds may be captured from UTA equipment/vehicles away from UTA land. These video feeds may or may not be viewed live.

"Video Security Record or Video Security Recording" means any information, however recorded, whether in printed form, on film, by electronic means or otherwise, and including but not

Docusign Envelope ID: D6263B40-AACF-44A0-BCD5-D73495D6FF65

limited to a photograph, a film, a microfilm, a videotape, a digital record and any visual image and audio recording that is a part of the video, and is capable of being produced from a machine-readable source.

"Video Security Supervisor ("VSS")" refers to the person responsible for Video Security, preservation of video recordings, management of the VMS, and Video Security System functionality on behalf of UTA.

"Video Security System" means equipment that is capable of recording video and/or audio. Relaying an audio or video signal to a system for live and/or recorded views and has been approved for installation and use by the video security supervisor.

"Video Security Surveillance Center ("VSSC")" Refers to the team under the VSS.

3) Policy

A. Use of Video Security

1. Video Security may be used for the following purposes:
   a. To promote safety for patrons, employees, and lawful visitors,
   b. To deter destructive acts of vandalism, theft, and safeguard UTA property,
   c. To improve emergency response and facilitate incident investigation,
   d. To analyze analytical and AI (Artificial Intelligence) triggered video clips to enhance capabilities for threat detection, anomaly detection, maintenance, and operational efficiency,To monitor suspicious activities, respond to crimes and or accidents in real-time from centralized location to support law enforcement and emergency responders. To visually inspect UTA property. Any other business purpose considered essential by the VSS on behalf of UTA (such as snow removal, crowd control, system performance monitoring, or coaching).

2. Prohibited Use of Video Security
   a. Video Security will not be used for any purpose unrelated to UTA business needs or that would interfere with a public safety investigation or violate privacy concerns. The unauthorized use of Video Security could result in violation of state and federal privacy laws including the Utah Government Records Access and Management Act, Utah criminal statutes protecting privacy, or the Federal Electronics Communication Privacy Act.
   b. Improper use of Video Security or Video Security Recordings may result in disciplinary action up to, and including, termination.

3. Viewing VMS Live Feeds
   a. Monitors used for the viewing of Live Feeds video must be placed in an area out of view of the public or unauthorized employees.
   b. Monitors showing any Video Feed must only be viewed by authorized UTA employees as their job duties require. These employees must have prior written consent from their manager or executive.
   c. Non-authorized UTA employees or public entering areas where live or recorded videos can be viewed must sign a UCJIS Non-User Security Agreement and must be escorted by an authorized UTA employee when entering the area.
   d. Authorized public safety agencies may view UTA's VMS feeds after establishing a need to view the feeds, and entering into an agreement with UTA

Docusign Envelope ID: D6263B40-AACF-44A0-BCD5-D73495D6FF65

B. Video Security Recordings
   1. Access to Video Security Live and/or Recorded cameras
      a. All users viewing any live and/or recorded camera feed must have monitors out of view of the public or unauthorized UTA employees.
      b. Monitors showing any camera Feed will only be viewed by authorized employees that have had prior written consent from their Manager or executive.
      c. Access to Video Security Live and/or recorded camera Feeds may be given to authorized UTA employees who have the need of live view or playback video based on job scope and responsibilities.
      d. Each employee requesting Live and/or Recorded camera views must have prior approval from their Manager or executive with a justification for access.
      e. When approved, the VSS and/or VSSC will process the request. When completed, an email with instructions will be sent to the user and their approving Manager and/or executive.

   2. Requesting the Preservation of Any/All Videos
      a. All requests for Video will use the form authorized by the VSS. Users will input data relevant to an event that contains the mode of transportation, date, time, cameras, description of event, with a valid reason for preservation.
      b. If the form is missing any required data, the VSS and\or VSSC has the right to reject a request.
      c. Preserved Video will be stored and retained in adherence with UTA retention policies and disposed of as required by federal and state laws.
      d. The VSS and\or VSSC will create a file name of any preserved Video. This name cannot be changed.

   3. Access to MVSS Live and/or Recordings
   4. Access to MVSS Live and/ or Recorded video streams will be given to Supervisor, or other UTA Employees and/or Executives that need to view Live or Recorded feeds based on their job responsibilities and have been given prior approval.Use of Video Security Recordings
      a. Video Security Recordings may be used as follows:
         1. As evidence in any legal action.
         2. By public safety officials for use in any investigation.
         3. For use in any investigation, such as internal, criminal, civil, and/or federal.
         4. For any other business necessity or related activity (e.g., training videos).

   5. Copies of Video Security Recordings
      a. Employees that request the preservation of any and all Video depending on type of request will have access to that Video.
      b. Possible ways of viewing preserved Video are as followed:
         1. If requested for bus Video, the Video will be populated on/in the platform for the requester to review.
         2. If further downloaded Video is required, an additional request for downloaded Video will need to be submitted as stated in B(2)(a).
         3. If requested for platform or train Video the Video will be placed on a secure network drive where only authorized employees can access the Video, as will a

Docusign Envelope ID: D6263B40-AACF-44A0-BCD5-D73495D6FF65

copy of the Video going to the Records Department to store as required by federal and state laws and following UTA's retention polices.

c. Employees receiving authorized copies of Video Security Recordings may not disclose the Recording to any other employee who does not have a legitimate legal reason to review the Recording.
d. The Records Department will maintain a written log of Video Security Recordings that are preserved and all individuals who receive a copy of any Video Security Recording.
e. Video Security Recordings will not be released to any third party, including members of the media, without the approval of a UTA Records Officer who will disclose or withhold Video Security Recordings pursuant to the provision of GRAMA.

6. A UTA Records Officer, pursuant to the provisions of GRAMA in the interest of the UTA, or the interest of Public Safety may authorize the release of Video Security Recordings to the General Public.

7. Storage, Retention, and Disposal of Video Security Recordings
   a. All Video Security Recordings and surveillance equipment not in use will be stored in a secure location as required by regulatory compliance, federal or state laws.
   b. All Video Security Recordings will be retained and disposed of in adherence with UTA policy and standard operating procedure, and federal and state laws retention requirements, and UTA's Records Access and Management policy.
   c. Any Video Security Recordings that have been viewed and deemed necessary to be retained will be preserved and stored in a secured location other than that of the original recording device.

8. All Video Security System recordings are identified as records pursuant to GRAMA.

9. Any individual attempting to damage or interfere (i.e., cover the camera, block the camera view, remove the camera, destroy recorded files) with the operation of the Video Security Systems is in violation of UTA policy and may be subject to criminal penalties.

C. Non-Authorized Installation, Use and Manipulation of Video Security Equipment
   1. Video Security equipment that has not been authorized by the VSS, cannot be purchased or installed by UTA employees or its contractors for use in and or on UTA Facilities or UTA property.
   2. Authorized UTA audio/video equipment cannot be adjusted or manipulated without express consent from the VSS.

D. Reporting Camera Systems Issues (i.e., Offline, Dirty, Bad Angles, or Damaged Cameras
Using the IT Helpdesk self-service portal, find the blue Video Security camera icon. Then complete the form you are linked to with as much detail as possible. The description will reflect the following example: Camera Issue – Cam 1 – Lobby FLHQ and the case category must be "Camera."

E. Requesting New Cameras to be Added to the System
   1. Using the IT Helpdesk self-service portal, find the blue Video Security camera icon. Then complete the form you are linked to with as much detail as possible. The

Docusign Envelope ID: D6263B40-AACF-44A0-BCD5-D73495D6FF65

description will reflect the following example: Camera Request – FLHQ and the case category must be "Camera".

2. All camera requests must be approved by a Manager or executive, then VS will complete an assessment of the area requested to have a camera added to evaluate and validate the gap and build a plan to improve the area.

4) Cross-References

- UTA.01.08 Records Access and Management
- Corporate Policy 1.1.21 Privacy
- UTA.01.20 Information Security UTA Policy
- Corporate Policy 6.3.1 Positive People Management
- UTA.01.20 Information Security
- UTA Employee Handbook, Information Technology
- UTA Employee Handbook, Media Relations
- UTA Employee Handbook, Employee Expectations
- UTA Employee Handbook, Equal Employment Opportunity, Anti-Discrimination, Harassment, and Retaliation
- Utah Code § 76-9-402 Privacy
- Utah Governmental Records Access and Management Act, codified at Utah Code § 63G-2-101, et seq.
- 18 U.S.C. § 2510 et seq. Crimes and Criminal Procedure

This UTA Policy was reviewed by UTA's Director of Safety and Security on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Counsel for the Authority

History

Date	Action	Owner
8/14/2024	Revised	Video Security Supervisor
4/26/2011	Adopted – Corporate Policy 4.1.7 Audio Visual Security	Video Security Administrator
4/22/2014	Revised – Corporate Policy 4.1.7 Audio Visual Security	Video Security Administrator
09/22/2021	Rescinds – Corporate Policy 4.1.7 Audio Visual Security	Video Security Administrator

Docusign Envelope ID: D6263B40-AACF-44A0-BCD5-D73495D6FF65

09/22/2021	Board Consent – UTA.03.02 Audio Video Security	Video Security Administrator
09/22/2021	Adopted – UTA.03.02 Audio Video Security	Video Security Administrator
	Board Reviewed – UTA.03.02 Audio Video Security	Director of Safety & Security
	Revised – UTA.03.02 Audio Video Security	Director of Safety & Security

Docusign Envelope ID: 91B6FB36-8200-4892-8A7F-3953A8E50291

UTAH TRANSIT AUTHORITY POLICY

UTA.03.05

EMERGENCY MANAGEMENT PROGRAM

1) Purpose

This policy ensures Utah Transit Authority (UTA), within reason and UTA's budgetary constraints, complies with the National Response Framework (NRF), National Infrastructure Protection Plan (NIPP), Homeland Security Presidential Directives (HSPD), current OSHA regulations relating to Emergency evacuation and fire prevention procedures, and applicable federal and state laws regarding Emergency and disaster preparedness. UTA Emergency management strategies are intended to diminish risk through planning, mitigation, preparedness, response, and recovery to protect UTA passengers, employees, and properties.

2) Definitions

"All Hazards" events are natural, technological, or human-caused incidents that warrant action to protect life, property, environment, and public health or safety.

"COOP" means the Continuity of Operations Plan.

"Emergency" means as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the governor of a state has declared an Emergency and the secretary has concurred; or the president has declared a major disaster under Section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

"EMPM" means emergency management program manager who is responsible for planning, organizing, and directing Emergency management operations within the organization.

"EOP" means Emergency Operations Plan.

"EPP" means the Emergency Preparedness Plan. This plan outlines how UTA manages its Emergency management program. It meets the requirements set forth in 49 Code of Federal Regulations (CFR) Part 673 and directly addresses those aspects of 49 CFR 673 for which the Utah Department of Transportation (UDOT) has direct oversight. Section 7 of the EPP describes the Emergency Preparedness Plan, which details how UTA operates during emergencies. Other plans are an appendix to the EPP to support UTA's mission of a comprehensive Emergency management program.

"ERP" means Emergency Response Plan. This Emergency response plan covers the actions and procedures that facility personnel should follow when responding to an Emergency.

"FEMA" means Federal Emergency Management Agency. It is an agency of the United States Department of Homeland Security responsible for coordinating federal response and providing assistance in the event of a disaster.

Docusign Envelope ID: 91B6FB36-8200-4892-8A7F-3953A8E50291

"HSEEP" means The Homeland Security Exercise and Evaluation Program, which provides a set of fundamental principles for exercise programs, as well as a common approach to program management, design and development, conduct, evaluation, and improvement planning.

"HSPD" means Homeland Security Presidential Directive.*"IP"* means Improvement Plan.

"NIMS" means the National Incident Management System, which guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.

"NIPP" means the National Infrastructure Protection Plan (2013), which guides the national effort to manage risk to the nation's critical infrastructure. This national effort is shared by all levels of government and owners and operators of critical infrastructure.

"NRF" means the National Response Framework, which guides how the nation responds to all types of disasters and emergencies. It is built on scalable, flexible, and adaptable concepts identified in the National Incident Management System to align key roles and responsibilities.

3) Policy

A. UTA's objective is to plan and prepare for, respond to, and recover from, emergencies and disasters. UTA will work to ensure employees are prepared for an All-hazards event or incident, both natural and human-caused. To meet its objective with respect to disaster and emergencies UTA will strive to:
   1. Coordinate with local, state, and federal Emergency preparedness programs, plans, and laws;
   2. Develop and maintain a written UTA EPP to be appended by Service Unit ERPs, EOP, COOP, and response plans to identified Hazards. These plans may be written and/or reviewed by the EMPM and shared with the Emergency management community as needed;
   3. Review and make recommendations for the ERPs for service units to help facilitate internal coordination within UTA; including procedures for the safe evacuation of employees from work areas in case of fire or other Emergency situations;
   4. Encourage service unit supervisors to promote the importance of safety at the work site and encourage employees to follow written service unit Emergency plan procedures.
   5. Service units should conduct two drills every 12 months. This includes an Emergency evacuation drill to promote employee familiarity with the evacuation plan and routes. A second drill may be based upon an Emergency situation covered in the ERP or be accomplished through a discussion or operations based exercise, or be based on a real incident experienced at the service unit, i.e., water pipe burst, power outage, gas leak, hazardous materials spill, or shelter scenario.
   6. Provide general information regarding Emergency and disaster preparedness to employees.

B. Responsibilities and Roles
   1. With Agency Safety and Security Committee (ASSC) oversight, UTA has designated an EMPM and has required this individual to develop, write, and update a written EPP. The UTA EPP is a fundamental Emergency management plan for UTA.

Docusign Envelope ID: 91B6FB36-8200-4892-8A7F-3953A8E50291

2. Operational Service Units should develop, approve, and exercise an ERP.
3. The EMPM has the responsibility for establishing, implementing and coordinating UTA's Emergency management activities (planning, training, exercising, etc.), ensuring plans, directives, and SOPs are relevant as well as integrating UTA's EPP, EOP, and ERPs.

C. Training
The EMPM can assist service units and departments with training in accordance with best practices, or as necessary, or as required by regulation or law. The training programs should follow FEMA's Incident Command System (ICS) structure.

D. Drills and Exercises
The EMPM, in coordination with UTA safety employees, service units, and/or the UTA Police department, may coordinate UTA-sponsored exercises and drills, as needed but no less than specified by federal regulations. They may also coordinate and assist with locally- sponsored exercises and drills. The EMPM may record and track exercises in HSEEP format and work to ensure that natural and human-caused events are included in the exercise cycle.

E. After-Action Reports
After a reportable disaster, exercise, or drill, an after-action report (AAR) and IP should be prepared, and a debriefing may be conducted to determine gaps in UTA's response of the event or exercise. It may identify issues or gaps that require corrective action. The identified items may be tracked in the service unit hazard log. The EMPM should coordinate the AAR and include outside agencies involved. This report may be shared with participants and the UTA safety department.

4) Review
This policy will be reviewed yearly. *See* 49 CFR 673; 49 CFR 674.

5) Cross-References
- UTA.03.01 Employee and Public Safety
- 49 CFR 673 – Public Transportation Agency Safety Plans
- 49 CFR 674 – State Safety Oversight
- 29 CFR 1926.35 – OSHA Employee Emergency Action Plans
- 29 CFR 1910.38 – OSHA Emergency Action Plans
- 29 CFR 1910.39 Fire Prevention Plans
- FEMA Incident Command System (ICS)UTA Emergency Preparedness Plan
- UTA Emergency Response Plan

This UTA Policy was reviewed by UTA's Director of Safety and Security on 03/03/2026 , and approved by the Executive Director on _____. This policy takes effect on the latter date.

Docusign Envelope ID: 91B6FB36-8200-4892-8A7F-3953A8E50291

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
12/17/2023	Adopted	Emergency Management
03/01/2016	Revised	Emergency Management
02/23/2023	Rescinds Corporate Policy 4.3.2 Fire Prevention	Emergency Management
02/23/2023	Rescinds Corporate Policy 4.2.1 Emergency and Disaster Preparedness	Director of Safety and Security
02/23/2023	Board Approved UTA.03.05 Emergency and Disaster Preparedness	Director of Safety and Security
02/23/2023	Adopted UTA.03.05 Emergency and Disaster Preparedness	Director of Safety and Security
	Board Reviewed – UTA.03.05 Emergency Management Program	Director of Safety & Security
	Revised and Renamed – UTA.03.05 Emergency Management Program	Director of Safety & Security

Docusign Envelope ID: A193B002-BB6B-40DC-BA02-1ABF063BA88B

UTAH TRANSIT AUTHORITY POLICY

UTA.03.07

VISITOR ACCESS

1) Purpose
To reduce Utah Transit Authority's (UTA's) liability and increase employee safety and security by implementing measures limiting visitor and non-employee access into work and yard areas.

2) Definitions
None.

3) Policy
Due to the many potentially hazardous processes associated with maintaining and operating a transit fleet, it is necessary to control visitor and non-employee access to the yard, operations, and maintenance facilities through the following actions.

A. Responsibility
   1. Visitors to UTA facilities are required to enter only through a nominated entryway. Visitors must sign in when they arrive and must sign out when they leave. Visitors must be escorted to and from the desired location and the escorts must take measures to keep visitors from entering restricted areas.
   2. Visitors to UTA facilities are required to wear protective equipment that may be necessary to protect them from expected dangers

B. The Safety and Security department will:
   1. Identify safety and health hazards at each facility associated with visitor and non-employee access by means of a job-hazard analysis, and will document the results through a written certification of the hazard assessment to include identifying the workplace evaluated, the person performing the certification, and the date of the certification.
   2. Identify any necessary protective equipment that may be necessary for visitors to wear while on site at the UTA facilities.
   3. Create a plan for taking immediate action if visitors accidentally enter restricted areas.
   4. Audit visitor access programs for compliance.
   5. Establish criteria for camera and panic button coverage.

C. Business unit managers will:
   1. Develop and maintain specific department or shop work procedures for visitor and non-employee access to UTA facilities, addressing at a minimum the following areas:
      a. Establishment of a check-in area
      b. Establishment of a check-in log and record-keeping requirements
      c. Means to escort visitors to their destination
      d. Visitor identification or access pass
   2. Distribute procedural information to employees and visitors, ensuring that employees are informed of access rules.

Docusign Envelope ID: A193B002-BB6B-40DC-BA02-1ABF063BA88B

3. Enforce visitor access procedures at their facilities.
4. Define program auditing procedures and ensure compliance.

D. Employees will follow established visitor and non-employee access procedures as detailed in Security Initiatives. They will inform visitors and non-employees of the access rules to their facility.

E. Training and Communication. Visitor access plans and work rules will be communicated to all employees at each business unit, and employees will be educated in identifying authorized visitors and taking action when they see unauthorized individuals enter the site.

4) Cross References

- Utah Occupational Safety and Health Act (Title 34A, Chapter 6)
- Occupational Safety and Health Act of 1970
- UTA Employee Handbook, Security Initiatives

This UTA Policy was reviewed by UTA's Director of Safety and Security on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
7/12/2006	4.3.20	
11/3/2014	4.3.20 Update	
2/4/2015	Revised and renumbered to 4.3.6 Visitor Access (previously 4.3.20)	
	Board Reviewed – UTA.03.07 Visitor Access	Director of Safety & Security
	Revised and Renumbered – UTA.03.07 Visitor Access	Director of Safety & Security

Docusign Envelope ID: D27DAAFA-E2AD-4623-BFB6-F64168C98E93

UTAH TRANSIT AUTHORITY POLICY

UTA.03.08

WORKPLACE SECURITY

1) Purpose

Utah Transit Authority (UTA) wishes to safeguard employees and customers from incidents of criminal behavior. UTA further desires that employees and customers in UTA facilities and vehicles feel safe from violence. Accordingly, this policy is intended to provide for the development of a security/Antiterrorism (AT) program, procedures, and an organizational culture that minimizes the risk of harm to employees and customers, to the extent practicable.

2) Definitions

"(AT) Antiterrorism" means the prevention or abatement of terrorism.

"Capital Services Office" is a department within UTA that procures and manages properties and assets for the purpose of expanding services to the community. This includes the engineering, construction, and sustainability of those properties and services.

"Domestic Terrorism" means the committing of terroristic acts in the perpetrator's own country against their own fellow citizens.

"(NEO) New Employee Orientation" is a process for training UTA new hires by providing them essential information to be a successful employee.

"(RFP) Request for Proposal" means an open request for bids to complete a new project.

"Security Manager" oversees security planning and policy development for UTA.

"Service Units" are departments within UTA that provide a specific service to UTA.

"(SSWG) Safety and Security Working Group" examines the design and specifications of safety and security-critical systems on projects. The primary responsibilities of the SSWG are to establish the preliminary hazard analysis, focus on and mitigate hazards on the project, and coordinate the project safety elements through design, construction, and activation.

"Support Service Business Unit" is a department within UTA that supports services through various units to assist riders, ensure safety, and help with accessibility. These services include Mt. Ogden, Timpanogos, Salt Lake, and Paratransit.

3) Policy

A. UTA Facilities and Vehicles

1. General Security Program

The Security Manager develops and administers a security/AT program that seeks to achieve the purposes stated in Section 1 and includes at a minimum:

Docusign Envelope ID: D27DAAFA-E2AD-4623-BFB6-F64168C98E93

a. Creating and sustaining the System Security Plan to standardize UTA security policies across systems and business units, raise security awareness, and minimize risks of violence toward employees and customers.
b. Overseeing security/AT education and motivation training for UTA employees (see Section 3).A.5 Training, below for more information on corporate security training guidance).
c. Management of an intelligence analysis program that leverages available local, state, and federal intelligence sources with an emphasis on maximizing situational awareness of relevant security and Domestic Terrorism threats to UTA customers, employees, and facilities, and maintains compliancy with UTA's obligations of UTA's Information Security policy.

2. Managing a program to proactively and regularly evaluate security/AT risks and to enhance measures to minimize those risks.Physical Facilities and Land Security Program.

3. In cooperation with the Capital Services office and Support Service Business, the Security Manager develops and administers a security program for current and future facilities and land that seeks to achieve the purposes stated in Section 1) and includes at a minimum:
   a. A plan for the physical security of existing UTA facilities and vehicles.
   b. Coordination with Capital Services on future UTA facilities, including coordination with project management prior to RFP, attendance at all Safety and Security working groups, and a pre/post construction security risk assessment that includes risk mitigation recommendations.
   c. A plan for limitation on access to UTA facilities, vehicles, and land. See UTA Visitor Access policy, for more information.
   d. Security Procedures. Areas on UTA properties where infrastructure has been created to limit public access or to deter criminal activity, including all controlled doors and gate accesses, must be closed and secured at all times. A variation of this policy will require approval from the Safety and Security director.

4. Job Site Security Program
   The Capital Services office, in consultation with the transit Police department and the Security Manager, develops and administers a security program for capital project job sites that seeks to achieve the purposes stated in Section 1) and that meets applicable federal requirements. Those measures will be set forth in the applicable project management plan and will include, at a minimum:
   a. Consultation with contractors that covers UTA's policies regarding the physical security of job site construction equipment.
   b. A plan for limitation of access to the job site.

5. Training
   The transit Police department and Security Manager provide employees with recurring training on programs and procedures developed under this policy, including:
   a. Face-to-face new employee security awareness training, included as part of NEO training.

Docusign Envelope ID: D27DAAFA-E2AD-4623-BFB6-F64168C98E93

b. Annual employee security refresher training that includes workplace violence and reporting responsibilities as a topic.

6. Employee Action (Reporting)
The success of a security program requires all employees to remain alert to potential security risks and to immediately report such potential risks to a supervisor, manager, project manager, executive, the Security Manager, or to a representative of the transit Police department. The greatest defense against workplace violence rests upon a well-trained, alert, and motivated set of employees who are willing to step forward when a co-worker is distressed or acting unusual.

4) Review
This policy will be reviewed annually as required by Utah Code § 17B-1-802.

5) Cross-References
- UTA.01.20 Information Security

This UTA Policy was reviewed by UTA's Director of Safety and Security on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
6/22/2004	Adopted – Corporate Policy 4.1.1 Workplace Security	
3/1/2016	Revised	
	Board Reviewed – UTA.03.08 Workplace Security	Director of Safety & Security
	Revised and Renumbered – UTA.03.08 Workplace Security	Director of Safety & Security

Docusign Envelope ID: 652AFBE7-21F8-4820-907E-FD2010E0AC9C

UTAH TRANSIT AUTHORITY POLICY

UTA.04.04

CUSTOMER COMMUNICATIONS

1) Purpose

This policy establishes expectations for receiving, recording, and responding to customer communications. Each Customer Communication should be treated as an opportunity to build ridership, to promote a positive image for Utah Transit Authority (UTA), to better understand how Customers use UTA's services, and to gather useful information that assists in improving UTA's operation.

2) Definitions

"ADA" means the Americans with Disabilities Act of 1990, as amended from time to time.
"Complaint" means a Customer Communication about a perceived problem or deficiency in UTA's service or operation.

"CRM" means Customer Relationship Management, a technology or system that manages and analyzes customer interactions, feedback, and data throughout the customer lifecycle, aiming to improve customer service, drive ridership, and streamline communication and decision making.

"Customer" means any individual or entity who submits a Customer Communication or Complaint, regardless of whether they have a direct relationship with UTA. This includes third parties such as government agencies, elected officials, or other stakeholders.

"Customer Communication" means feedback, experiences, or opinions of any kind (e.g., an in-person statement, telephone, email, letter or any other means of correspondence) about a UTA service or operation, which may be received by UTA directly from a person or through a third party (e.g., government agency or elected official). It does not mean an inquiry from a person that solely seeks information relating to routes, schedules, or other aspect of UTA's service, nor a formal communication, such a Complaint raised with the Federal Transit Administration, the Equal Employment Opportunity Commission, or a communication relating to a lawsuit or potential lawsuit.

"Paratransit Service" means UTA's Paratransit Service ADA program, a UTA service for people with physical, cognitive or visual disabilities who are functionally unable to independently use the UTA fixed route bus service either all the time, temporarily or only under certain circumstances.

3) Policy

A. General Customer Communication or Complaint Procedure

1. Customer Service Department Responsibilities

The Customer Service department will receive all Customer Communications and Complaints, except those related to Paratransit Service. The Special Services service unit is responsible for all Customer Communications and Complaints related to Paratransit Service. Any employee receiving Customer Communications or Complaints unrelated to Paratransit Service must promptly forward it to the Customer Service department. The

Docusign Envelope ID: 652AFBE7-21F8-4820-907E-FD2010E0AC9C

Customer Service department is responsible for:

a. Overseeing the entire response process, including logging, routing, monitoring, handling, and closing out all Customer Communications, regardless of the type or whether an investigation is warranted.
b. Providing each Customer who submits a written, phone, or electronic message with a courteous initial response within 24 working hours of receipt, acknowledging the communication.
c. Ensuring compliance with UTA's Information Security policy, to the extent Customer Communications deals with electronic messages or the CRM.
d. Routing Complaints to the appropriate UTA leader within 12 working hours of receipt.
e. Monitoring the progress of Complaint investigations..

2. Operations Leader Responsibilities

Operations leadership is responsible for investigating Complaints relating to its service.

a. Operations leadership establishes and maintains a system for investigating Complaints.
b. Investigations should begin as soon as possible and must begin no later than 10 business days after receipt of the Complaint, unless special circumstances apply.
c. Operations staff members assigned to managing Customer Communications and Complaints are referred to as case handlers. They must:
    1. Make every reasonable effort to provide a prompt and courteous acknowledgment to each Customer who provides a Customer Communication or Complaint to UTA.
    2. Investigate and resolve Customer Communications or Complaints in a fair, prompt, and courteous manner.
    3. Following the investigation, provide a statement for the case creator to follow up with the Customer, if the Customer's contact information was provided, to report on the outcome of the investigation.
    4. Accurately and completely enter all required information related to the Customer Communications or Complaints into UTA's central CRM database, in accordance with standard operating procedure.
    5. Ensure that UTA executives are able to view, summarize, and generate CRM reports by, at a minimum, type, service unit, office, route, date, employee and length of time to resolve.

3. Follow-up and Closure

a. Once a Complaint investigation is complete or in the case of other types of Customer Communications the appropriate information is retrieved, the investigating employee communicates the outcome to the assigned Customer Service agent, who responds to the Customer and updates the CRM database.
b. Every Customer Communication, regardless of type, must be closed out as soon as possible, but no later than 14 working days after receipt, unless special circumstances justify a delay.
c. The Customer Service department provides monthly Customer Communication reports to service units and executive offices, and to the Civil Rights Office when applicable.

Docusign Envelope ID: 652AFBE7-21F8-4820-907E-FD2010E0AC9C

d. The Customer Service department identifies emerging trends from recorded Customer Communications and reports these trends to executives.
e. Executives use the information received from the CRM database to identify service trends and make operational improvements.

B. Civil Rights Complaint Procedure
1. The Customer Service case creator flags all Complaints that allege harassment or discrimination based on a protected class, violations of the ADA or other civil rights laws.Complaint Investigation: Complaints are promptly investigated if sufficient information is provided. Video may be requested if available. Investigations are handled by Service Delivery case handlers for Operations and by the case handlers per the executive office. Investigations are completed as soon as possible, and no later than 10 working days after the Complaint is received by the by the service unit, unless special circumstances warrant more time.
2. Civil Rights Department Involvement: The Civil Rights department may determine the appropriate entity to lead the investigation and provides guidance to the investigating unit to ensure the Complaint is adequately investigated and addressed.
3. Outcome of Investigation: Upon completion, a UTA case creator representative follows up with the Customer, if the Customer's contact information was provided, to report on the outcome of the investigation.
4. Appeal: If a Customer does not agree with the conclusion reached as a result of the service unit's investigation, they may file an appeal with the Civil Rights department as outlined in Section C below.
5. Legal Obligations: This process is intended to satisfy UTA's complaint procedure and due process obligations under the ADA, as well as UTA's general obligations under Title VI of the Civil Rights Act of 1964, and other applicable civil rights laws.

C. Civil Rights Complaint Appeal Process
Customers dissatisfied with the investigation of their civil rights Complaint may file an appeal.
1. ADA-related appeals are submitted to UTA's ADA compliance officer.
2. Appeals involving other protected classes must be submitted to UTA's Title VI compliance officer.
3. Appeals must be submitted in writing within 30 calendar days after receiving a response from the relevant service unit or after the Complaint was originally submitted, whichever is longer. Appeals should include all relevant facts and arguments explaining why the Complaint was not appropriately resolved. Instructions for filing an appeal are available on the UTA website.
4. The Civil Rights Office reviews and responds to appeals in writing within 30 calendar days. All records related to appeals must be maintained in accordance with UTA's Records Management and Access policy, but in no case will records be retained for a period of less than one year.
5. This appeal process is intended to satisfy UTA's due process obligations under the ADA, as well as UTA's general obligations under Title VI of the Civil Rights Act of 1964.

4) Review

Docusign Envelope ID: 652AFBE7-21F8-4820-907E-FD2010E0AC9C

In compliance with UTA guidelines, this policy is reviewed every two years, or upon the naming of a new executive director.

5) Cross-References

- 42 U.S.C. § 12101, the Americans with Disabilities Act of 1990
- Title VI of the Civil Rights Act of 1964
- UTA.01.08 Records Management and Access
- UTA.01.20 Information Security

This UTA Policy was reviewed by UTA's Chief Planning & Engagement Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Owner
10/04/2004	Adopted	
01/08/2019	Revised	
	Rescinds – Corporate Policy 5.1.1 Customer Communications	Chief Planning & Engagement Officer
	Board Review – UTA.04.04 Customer Communications	Chief Planning & Engagement Officer
	Adopted – UTA.04.04 Customer Communications	Chief Planning & Engagement Officer

Docusign Envelope ID: E092BD6D-23FF-4B3F-84CB-1A2AC6490913

UTAH TRANSIT AUTHORITY POLICY

UTA.04.05

UTA WEBSITES

1) Purpose

This policy ensures that relevant, accurate, and current information is posted on Utah Transit Authority's (UTA's) website for visitors in a manner that meets legal and information security requirements, is trustworthy, and is easy to recognize, navigate, and obtain.

2) Definitions

"*Brand Standards*" means the UTA Brand Standards created and maintained by UTA's Communications and Marketing office.

"*Third-Party Website*" means any website created by or on behalf of UTA, but not owned by UTA, including sites that could be perceived as doing business as UTA or UTA programs. Third-Party Websites include story maps, submission forms, maps, shopping sites, and project pages. Third-Party Websites do not include internal-facing SaaS platforms, password-protected employee portals, or data dashboards intended solely for internal administrative use.

"*UTA Website*" means any website owned by UTA, including rideuta.com, utarideshare.com, letsrideuta.com, utacommuter.com, and any other sites on those domains.

3) Policy

A. The Director of Communications (Director) is responsible for arranging, hosting, and overseeing the maintenance and content of all UTA Websites.

No UTA offices, departments, teams, employees, or contractors may procure, scope, or create a UTA Website or Third-Party Website without written permission from the Director and Information Security Manager. The Director may consult with other Executive Team members as needed.
Director may consult with other Executive Team members as needed.

B. For each UTA Website or Third-Party Website, the Director or their designee will establish a website structure that promotes UTA's established brand and other communications activities, is easy to navigate, and provides consistent and accurate content. The Director or their designee will determine the most appropriate location for information posted on the site.

C. The Director or their designee will adopt procedures for placing content on, updating and maintaining UTA Websites and Third-Party Websites. Though departments may serve as content owners for their specific subject areas, the Director or their designee will review and edit all public-facing informational content in order to support UTA goals and legal requirements and to ensure accuracy, professionalism, ease of navigation, security, and usefulness of information. The Director reserves the right not to post or to remove any content deemed to be unnecessary, out-of-date, or inappropriate.

Docusign Envelope ID: E092BD6D-23FF-4B3F-84CB-1A2AC6490913

D. Content and administrative rights to any Third-Party Website must be granted to the Web Content Administrator and the Information Security Manager.

E. The Web Content Administrator will update and maintain content on UTA and Third-Party Websites, as required by law, to ensure that they adhere to Brand Standards, user experience standards, and information security and record-keeping standards.

F. The Director or their designee will regularly review all pages on UTA and Third-Party Websites to determine their relevance and necessity. The Director may make the decision to remove content that is rarely accessed from UTA and Third-Party Websites, moving such content to UTA's online public archives, provided such content is not required by law or UTA policy.

G. The Director or their designee(s) are the only individuals authorized to post content on UTA's websites or to contact UTA's web vendors for site changes except where expressly permitted.

4) Review.
This policy will be reviewed every four years.

5) Cross-References
- UTA.01.08 Records Management and Access
- Corporate Policy 6.1.14 Social Media
- UTA.01.21 Privacy
- UTA.01.02 Americans with Disabilities Act (ADA) Compliance

This UTA Policy was reviewed by UTA's Chief of Staff on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Approved as to form and content:
DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
8/06/2013	Adopted – Corporate Policy 1.1.29 UTA Website	Chief Communications Officer
	Board Reviewed – UTA.04.05 UTA Websites	Chief of Staff
	Revised and Renumbered – UTA.04.05 UTA Websites	Chief of Staff

Docusign Envelope ID: E70A299E-EBDD-4483-8DA5-3CD967AFCE39

UTAH TRANSIT AUTHORITY POLICY

UTA.06.02

LOST AND FOUND PERSONAL PROPERTY

1) Purpose

This policy governs the handling and disposition of Personal Property left on a Utah Transit Authority (UTA) vehicle or at a UTA facility. This policy does not detail how an individual may claim their Personal Property, which is the subject of Operations guidance.

2) Definitions

"*Charitable Organization*" means the same as defined by the Utah Charitable Solicitations Act.

"*Documentation Report*" means a report of found Personal Property that details the Personal Property that was found and the estimated value of the Personal Property.

"*Incident Log*" means the software system used to track and document communications between operations and the control centers.

"*Insubstantial Commercial Value*" means items with a reasonably apparent value of $250 or less, excluding electronics.

"*Personal Property*" means the belongings of an individual, excluding real property.

"*Required Time Period*" means how long UTA will hold found Personal Property under surveillance at a designated secure location. The Required Time Period for found Personal Property with Insubstantial Commercial Value is 30 calendar days. The Required Time Period for found Personal Property with an apparent value higher than $250 and all electronics is 90 days.

"*UTA Customer Service Centers*" means a designated location(s) where found items are stored and where owners may go to retrieve their items.

3) Policy

A. UTA employees who find or receive Personal Property left on a UTA vehicle or at a UTA facility must report the Personal Property to a supervisor; dispatcher; or control center as soon as possible.

B. The supervisor, dispatcher, or control center must document the found Personal Property by creating a Documentation Report by entering the information into UTA's Incident Log.

C. The individual who found the Personal Property will place the Personal Property in a designated secure location as soon as possible after the Documentation Report is completed. This will be reflected in the Documentation Report. In some cases, a customer may be allowed to claim an item before it has been placed in a secure bin or location after a Documentation Report has been completed.

Docusign Envelope ID: E70A299E-EBDD-4483-8DA5-3CD967AFCE39

D. UTA will ensure that designated secure locations are under video surveillance, following the guidelines in UTA's Video Security policy, for the Required Time Period.

E. The Required Time Period is based on the value of the found Personal Property as identified in the Documentation Report.

F. After the Required Time Period has elapsed, UTA will donate the unclaimed Personal Property, if usable, to a Charitable Organization. The employee processing the Personal Property after the Required Time Period has elapsed will use their best judgment to determine whether or not the Personal Property is usable. If the unclaimed Personal Property is not usable, after the Required Time Period has elapsed, UTA will discard or destroy the unclaimed Personal Property. This will be reflected in the Documentation Report.

G. Through the Documentation Report, UTA will track found Personal Property for the complete process. The Documentation Report will include identifying information, when and where the Personal Property was found, the identity of the UTA employee who found or received the Personal Property, the estimated value of the Personal Property, the designated secure location where the Personal Property was placed, who claimed the Personal Property, when it was claimed, if the Personal Property was discarded, when it was discarded, or, if the Personal Property was donated, when and where it was donated.

H. The Lost and Found process is managed and documented by the Customer Service department.

I. Violations of this policy and of Utah Code § 76-6-407 may result in disciplinary measures up to and including termination and criminal charges.

4) Review
This policy will be reviewed every four years.

5) Cross-References
- UTA Employee Handbook
- UTA.03.02 Video Security
- Utah Code § 76-6-407 Theft of Lost, Mislaid, or Mistakenly Delivered Property.
- Utah Code § 13-22-1, *et seq.* Utah Charitable Solicitations Act

This UTA Policy was reviewed by UTA's Chief Planning and Engagement Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____
Jay Fox
Executive Director

Docusign Envelope ID: E70A299E-EBDD-4483-8DA5-3CD967AFCE39

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
4/18/2012	Adopted – Corporate Policy 1.1.26 Lost and Found	Customer Service Manager
8/12/2020	Reviewed, renumbered and revised	Customer Service Manager
6/23/2021	Board Consent – UTA Policy UTA.06.02 Lost and Found Personal Property	Customer Service Manager
6/24/2021	Rescinds – Corporate Policy 1.1.26	Customer Service Manager
6/24/2021	Adopted – UTA.06.02 Lost and Found Personal Property	Customer Service Manager
	Board Reviewed – UTA.06.02 Lost and Found Personal Property	Chief Planning & Engagement Officer
	Revised – UTA.06.02 Lost and Found Personal Property	Chief Planning & Engagement Officer

Docusign Envelope ID: 07E23A11-1D93-47F3-9FA7-29485C1EE8DE

UTAH TRANSIT AUTHORITY POLICY

UTA.06.03

CAPITAL ASSETS

1) Purpose

The Utah Transit Authority (UTA) is required to meet Federal Transit Authority (FTA), Generally Accepted Accounting Principles (GAAP), and standards created by the Governmental Accounting Standards Board (GASB) related to obtaining, recording, maintaining, reallocating, and disposing of all Capital Assets.

2) Definitions

"*Capital Asset*" means major assets that are used in public transit operations and that benefit more than a single fiscal period. These assets are not intentionally acquired for resale, nor are they readily converted to cash. To be classified as a Capital Asset, an asset must meet a capitalization threshold of at least $10,000 and have a useful life beyond one year.

"*Capital Asset Controls Group*" means UTA employees responsible for the recordkeeping, management, and dispositioning of asset status in the inventory control system.

"*Capital Asset Reallocation*" means a change in asset information, for example, location or responsible service unit.

"*Components*" are defined as a part or element of a larger whole, for example, the engine of a bus is a component of the bus itself. The bus cannot run without the engine, and the engine itself is not a Capital Asset.

"*ERP*" means Enterprise Resource Planning software. This is software used to manage day-to-day business activities, including accounting, procurement, compliance, and supply chain operations.

"*Grant Funded*" means an asset acquired through a financial award given by the federal, state, or local government, funded by tax dollars and includes stringent compliance and reporting measures.

"*Responsible Owner*" means the division that controls, manages, and/or maintains the asset.

"*Sub-recipient Assets*" means Grant-Funded Capital Assets not owned outright by UTA, but following all Capital Asset standards, except for recording financial value to UTA. These assets are subject to the FTA's Continuing Control requirements if they are purchased using FTA funds.

3) Policy

A. Use of any electronic systems, applications, databases, or inventory platforms (including ERP software) for the recording, tracking, reporting, reallocation, or disposition of Capital Assets under this policy must comply with UTA Information Security, including

Docusign Envelope ID: 07E23A11-1D93-47F3-9FA7-29485C1EE8DE

requirements related to access controls, protection of electronic information, and incident reporting.

B. Capital Asset Tracking
   1. Capital Asset Classes
      The maintenance of accurate records depends on precise definitions of each Capital Asset category. Capital Assets are categorized into several major classes. Major Capital Asset types include:
      a. Land
      b. Rail Infrastructure
      c. Buildings and Building Improvements
      d. Land Improvements
      e. Revenue Vehicles
      f. Equipment and Support Vehicles
      g. Intangibles (Including Software)
      h. Leased Assets

   2. Capital Asset Disposal
      Capital Assets identified for disposal require prior approval from the Capital Asset Controls Group before disposing. If the asset is not Grant Funded, in usable condition, and the Coordinated Mobility department has identified a party in need of the asset, donation is the preferred method of disposal. If the asset does not meet the above outlined criteria, auction is the preferred method of disposal for all asset types except land, intangible assets, and IT assets if there are security concerns relating to the disposal of the IT asset. If there are security concerns relating to the disposal of an IT asset, the specific concern may be addressed individually in coordination with the Capital Asset Controls Group. The auction method supplies fair market value data of the Capital Assets being disposed. All other disposal methods will be approved on a case-by-case basis by the Capital Asset Controls group in accordance with UTA contracting policies and fiscally prudent standards.

   3. Grant Funded Asset Disposals
      Grant Funded Capital Assets that have not yet met their useful life must be approved by the Federal Transit Agency for disposal to be considered for disposal. For those assets that have met their useful life, the FTA will need to be notified of disposal. An official letter must be sent with all pertinent information including remaining useful life, grant number, grant percentage, and planned disposal method. Auction is the preferred method of disposal for all grant asset types except land, intangible assets, and IT assets. If a fully depreciated grant asset is sold at auction for $10,000 or greater, the Capital Asset Controls Group will report it and make the appropriate request for payment to the FTA.

C. Roles and Responsibilities
   The Project Manager or Responsible Owner of a Capital Asset and/or Sub-recipient Asset must communicate to the Capital Asset Controls Group when a Capital Asset is acquired and must provide Capital Asset accounting with the required fields to create the asset in ERP software. This is not required for Components.
   1. Project Manager Responsibilities

Docusign Envelope ID: 07E23A11-1D93-47F3-9FA7-29485C1EE8DE

a. Communicate to Capital Asset Controls Group the list of Capital Assets acquired as a result of a capital project.
b. Communicate the planned disposal of Capital Assets due to future capital project plans.

2. Responsible Owner
   a. Communicate to Capital Asset Controls Group the required asset information upon purchase.
      1. Information provided must describe the asset being acquired and not just the description of the funding mechanism. The information provided must demonstrate how the item falls within the Capital Asset definition contained above.
      2. Information needs to be itemized. For example if 10 HVAC units are purchased, the information should be a list of 10 itemized assets, not a list with one record with 10 items shown as the quantity.
   b. Perform biennial inventory with the guidance of the Capital Asset Controls Group.
   c. Communicate asset reallocations as needed.
   d. Obtain approval of desired asset disposition.
   e. Provide documentation of final disposal.

3. Capital Asset Controls Group Responsibilities
   a. Create Capital Asset Records in ERP software and allocate appropriate costs when necessary.
   b. Track Capital Asset Reallocations in ERP software.
   c. Support departments in performing the biennial inventory.
   d. Provide Capital Asset reports for the Annual Comprehensive Financial Report (ACFR) or for requested disclosures.
   e. Provide accounting for the disposal of Capital Assets upon approval.
   f. Collect backup documentation for the lifecycle of the Capital Asset.
   g. Provide templates for the required asset information.

4) Review
This policy will be reviewed every four years.

5) Cross-References
- FTA 5010.1F - Awards Management Circular
- GAAP Statement 34, 51, 87, & 96
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- UTA.01.20 Information Security
- Corporate Policy 2.1.3.1 Asset Recordkeeping and Continuing Control
- UTA.01.08 Records Management and Access

This UTA Policy was reviewed by UTA's Chief Financial Officer on 03/03/2026, and approved by the Executive Director on _____. This policy takes effect on the latter date.

Docusign Envelope ID: 07E23A11-1D93-47F3-9FA7-29485C1EE8DE

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Custodian
01/29/2019	Adopted – UTA Corporate Policy No. 3.1.12 Capital Assets	Chief Service Development Officer
10/26/2022	Adopted – UTA.06.02 Capital Assets Policy	Chief Service Development Officer
04/12/2023	Renumbered – UTA.06.02 Capital Assets is now assigned as UTA.06.03 Capital Assets	Chief Service Development Officer
04/12/2023	Board Approved – UTA.06.03 Capital Assets	Chief Service Development Officer
	Board Reviewed – UTA.06.03 Capital Assets	Chief Financial Officer
	Revised – UTA.06.03 Capital Assets	Chief Financial Officer

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Kim Shanklin, Chief of Staff
PRESENTER(S): Kim Shanklin, Chief of Staff

TITLE:

Executive Director Report

- **UTA Employee Memorials - Ivan Johnson & Karissa Shaw**
- **UTA Hosts 2026 APTA Mobility**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Kim Shanklin, Chief of Staff and Acting Executive Director, will provide a report on the following:

- UTA Employee Memorials - Ivan Johnson & Karissa Shaw
- UTA Hosts 2026 APTA Mobility

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jay Fox, Executive Director
PRESENTER(S): Jay Fox, Executive Director

TITLE:
Strategic Plan Minute: Community Support - Fixed-Route Maintenance Shop Tours

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
At the end of 2022, UTA adopted its 2022-2030 Strategic Goals and Objectives. The strategic minute provides an update on one of the five UTA strategic priorities - Quality of Life, Customer Experience, Organizational Excellence, Community Support, and Economic Return.

DISCUSSION:
This strategic minute highlights our Community Support strategic priority. Our Fixed-Route Maintenance teams own this strategic initiative establishing and facilitating shop tours. The report will highlight key milestones achieved thus far in 2026.

FISCAL IMPACT:
N/A

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Jon Larsen, Chief Capital Services Officer
PRESENTER(S):	Patti Garver, Manager of Environmental Compliance & Sustainability

TITLE:

R2026-04-03 - Resolution Authorizing Execution of an Interlocal Cooperation Agreement with Davis County for Davis-Salt Lake City Community Connector Project Funding

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve resolution R2026-04-03 authorizing the Executive Director to execute the Interlocal Cooperation Transportation Project Reimbursement Agreement (ILA) with Davis County to award UTA $6.0 million in Davis County 3rd Quarter Funds for the Davis-Salt Lake City Community Connector Project.

BACKGROUND:
The Project's aim is to establish a corridor-based Bus Rapid Transit system utilizing existing roadways and without dedicated lanes to provide scheduled, public transit from the University of Utah Research Park in Salt Lake City to cities in Davis County including Bountiful, Centerville, and North Salt Lake and ending at the Farmington FrontRunner Station.

Davis County has selected the Davis-Salt Lake City Community Connector project to receive $6.0 million from Davis County 3rd Quarter Funds. The subject agreement:

- Authorizes the transfer of $6.0 million of funds from Davis County 3rd Quarter Funds to UTA
- Requires the provided funds to be used exclusively for the Davis-Salt Lake City Community Connector project
- Allows UTA, no more frequently than quarterly, to request reimbursements from Davis County for authorized costs paid by UTA for the project.

DISCUSSION:
UTA submitted a Davis County 3rd Quarter Funding Application on July 31, 2025, requesting funding for the Project. On October 28, 2025, the Davis County Legislative Body approved the request and awarded $6.0 million to the Project. Receipt of the award requires a local match amount of $1.2 million.

The Match funds and the overall funding for the Project may be drawn from the following anticipated sources. Sources available to satisfy the required match amount are marked as "For Match" (years reflect when the source funding is programmed):

FUNDING SOURCES ($ MILLIONS)	For Match	2024 (M)	2025 (M)	2026 (M)	2027 (M)	2028 (M)	2029 (M)	TOTAL (M)
CMAQ (2017 U of U hub)	X				$0.500	$2.000		$2.500
CMAQ (Utah 2024 capital)	X						$3.000	$3.000
STBG (UTA 2021 design)	X				$0.500	$1.000		$1.500
2024 CPF (Blake Moore's Legislative Earmark)	X				$1.000	$1.000		$2.000
Transit Transportation Investment Fund (TTIF)	X			$0.492		$3.950	$13.558	$18.000
Davis County Third Quarter Transportation Funds					$0.450	$5.550		$6.000
Salt Lake County Fourth Quarter Transportation Funds	X		$0.060	$0.440	$0.500	$0.500		$1.500
UTA Capital Budget		$0.740	$0.500	$0.310				$1.550
RMP Make Ready program for DC Fast Chargers					$0.450			$0.450
FTA Small Starts					$5.000	$29.010	$1.429	$35.439
TOTAL		**$0.740**	**$0.560**	**$1.242**	**$8.400**	**$43.010**	**$17.987**	**$71.939**

The specified Match funds are in various states from paid, signed and approved, transmitted in TrAMS, in progress in TrAMS, to drafted in the 2025-26 transfer letter with Wasatch Front Regional Council.

CONTRACT SUMMARY:

Contractor Name:	Davis County
Contract Number:	26-P00543
Base Contract Effective Dates:	Effective upon execution until parties have satisfied duties of the agreement
Extended Contract Dates:	n/a
Existing Contract Value:	n/a
Amendment Amount:	n/a
New/Total Contract Value:	$6.0 million
Procurement Method:	ILA
Budget Authority:	2026 Capital Budget

ALTERNATIVES:
UTA could negotiate revisions to the Agreement with Davis County that are deemed prudent.

FISCAL IMPACT:
This $6.0 million award from Davis County requires a local match of $1.2 million. Match funds have been committed to UTA through several sources listed above. The approved 2026 budget for Davis-Salt Lake City Community Connector is $5.0 million. UTA's 5-year Capital Plan (2026-2030) includes funding for the Project in the amount of $33.0 million in MSP202 - Davis-Salt Lake City Community Connector (FTA Small Starts

funding is not included in the 5 Year Capital Plan because it is not yet awarded).

Once the project is complete, UTA will incur operational expenses to run and maintain the Davis-Salt Lake City Community Connector service.

ATTACHMENTS:

- Resolution R2026-04-03, including ILA as an exhibit

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR DAVIS – SALT LAKE CITY COMMUNITY CONNECTOR PROJECT FUNDING

R2026-04-03 April 22, 2026

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

WHEREAS, the Utah Interlocal Cooperation Agreement Act, UTAH CODE § 11-13-101, *et seq.* enables components of government to execute an Interlocal Cooperation Agreement ("ILA") so both entities may obtain mutual advantage and economies of scale, among other things; and

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority with the ability to execute ILAs on behalf of the Authority; and

WHEREAS, Davis County and the Authority have reached an Interlocal Cooperative Agreement for the transfer of up to six million dollars ($6,000,000) to the Authority; and

WHEREAS, these funds are to be used for expenses related to the Davis-Salt Lake City Community Connector Project (the "Project"); and

WHEREAS, the Board of the Authority recognizes the mutual advantage of this agreement, and desires to, in accordance with the Utah Interlocal Cooperation Agreement Act, approve and authorize the execution of an ILA with Davis County for the transfer of funds to the Authority to support the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Interlocal Cooperation Agreement with Davis County for the transfer of up to six million dollars ($6,000,000) toward expenses related to the Davis-Salt Lake City Community Connector Project.

2. That the Executive Director is authorized to execute the Interlocal Cooperation Agreement with Davis County 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 related to negotiating and implementing The Interlocal Cooperation Agreement with Davis County.

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 22nd day of April 2026.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

Signed by:
David M. Wilkins
0F6F046DF4724A2...
Legal Counsel

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

EXHIBIT A
(Interlocal Cooperation Agreement
with Davis County)

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this "Agreement") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the "County"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (the "Authority"). The County and the Authority may be collectively referred to as the "Parties" in this Agreement or may be solely referred to as a "Party" in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the "Act"); and

WHEREAS, Utah Code Section 59-12-2217 ("Section 59-12-2217"), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments ("DCCOG") is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation ("UDOT'), and the Authority, on or about June 6, 2025, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the Authority submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the "Application"), to the County, on or before July 31, 2025, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the Davis Salt Lake Community Connector Project (the "Project") (A copy of the Project Cost Estimate (the "Cost Estimate") is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 15, 2025 (the "Priority List"); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on October 28, 2025; and

WHEREAS, the Authority desires to commence and complete the Project in a manner consistent with this Agreement; and

WHEREAS, the County desires to partially reimburse the Authority for the permitted or authorized costs, expenses, or otherwise incurred by the Authority in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

1. **Purpose**. The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

2. **The Authority's Duties, Obligations, Responsibilities, or Otherwise**.
   2.1. Subject to Section 15 (Force Majeure) below, the Authority shall commence and complete all material aspects of the Project in a manner consistent with the Application on or before June 2029.
   2.2. The Authority shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
   2.3. The Authority shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
   2.4. The Authority shall ensure that the Project complies with the American Public Works Association ("APWA") standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.
3. **The Authority's Duties, Obligations, Responsibilities, or Otherwise**. The County shall reimburse the Authority in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed $6,000,000.00 only upon all of the following being satisfied by the Authority:
   3.1. Subject to Section 15 (Force Majeure) below, the Authority commences and completes the full scope of the Project in a manner consistent with the Application on or before June 2029; and
   3.2. The Authority notifies the County of its completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the Authority in connection with the Project.
4. **Progress Payments Authorized**. The Authority may, no more frequently then quarterly, provide reimbursement requests to the County for authorized costs paid by the Authority for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the Authority in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the Authority of its obligations under this Agreement. The County shall reimburse the Authority for the remaining 10% of the authorized costs sought through the Authority's reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed $6,000,000.00, only if the Authority timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.
5. **Effective Date of this Agreement**. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. **Term of Agreement**. The term of this Agreement shall begin upon the Effective Date of this Agreement. This Agreement will terminate upon on the date that the Parties have satisfied each of their respective duties under this Agreement (the "Term"), subject to the termination and other provisions set forth in this Agreement.
7. **Termination of Agreement**. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
   7.1. The mutual written agreement of the Parties;
   7.2. By either Party:
      7.2.1. After any material breach of this Agreement, subject to Subsection 7.2.2. below;
      7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. **Indemnification; Hold Harmless**. Subject to the Authority's protections and limitations under Section 11 below, the Authority shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to material breach of this Agreement or the negligent, reckless, or willful acts or omissions of the Authority or the Authority's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Agreement. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.

9. **Notices**. All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

To the Authority:	To the County:	With a Copy to:
Utah Transit Authority Attn: Patti Garver 669 West 200 South Salt Lake City, UT 84101	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025

10. **Damages**. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

11. **Governmental Immunity**. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.

12. **Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.

13. **Interlocal Agreement Provisions**. This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.

14. **Employees Performing Services under This Agreement**. The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.

15. **Force Majeure**. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

16. **Assignment Restricted**. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

17. **Waiver**. A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

18. **Entire Agreement**. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

19. **Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.

20. **Amendment**. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

21. **Governing Law; Exclusive Jurisdiction**. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

22. **Severability**. If the Second Judicial District Court in and for the State of Utah located in Farmington, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

23. Counterparts. This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY	UTAH TRANSIT AUTHORITY
_____ John Crofts, Chair Davis County Board of Commissioners Dated:_____ ATTEST: _____ Brian McKenzie Davis County Clerk Dated:_____	_____ Print Name:_____ Print Title:_____ Dated:_____
REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____ Davis County Attorney's Office, Civil Division Dated:_____	REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: DocuSigned by: Michael Bell 70E33A415BA44F6... _____ UTA Legal Counsel Michael Bell 3/9/2026 Dated:_____

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

Attachment 1

(3rd Quarter Funding Application (4 Pages), Including Preliminary Plans (117 Pages), 121 Total Pages)

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

Davis
COUNTY

Davis County 3rd Quarter Tr

Notes: Signatures confirm the commitment of the Applicant to
responsible for the maintainance and upkeep of the project du

Your signature below indicates your agency's willingness to en
selected for funding.

Signature: 

APPLICATION INFORMATION

Project Sponsor:	
Contact Person:	**Patti Garver**

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

Project Description

Functional Classification - Link		**Transit Corridor**
Anticipated year of Project Construction		**1 to 5 years**
		Ex
Roadway	Average Daily Traffic - Link	**27**
Transit	Transit Current Daily Ridership by Route	**2**
Provde Source of Ridership numbers		

Scope of Work *(Attach conceptual plans if available):*

The approximate 26-mile corridor will have 15-minute all day service (14 hours p include 37 new side-running platforms between approximately 500 South in Bo shelters, schedules, and night-time lighting. The 30% design is attached as DSL

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section h

The BRT will operate in existing roadways. The project includes construction o described

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

Access to Opportunities

For the following 2 questions, 'please identify the dominant color at or along your project on the Interactive Map.

What
Empl

If Intensity or destination is planned, applicant must

To which of the Following Does the Project Improve Access. *(Select All that Apply)* *Some have been identified on the map*	Medical Facility	**Yes**	Low Incom
	Grocery Store	**Yes**	Trail
	Core Transit Station	**Yes**	Higher

To what extent does the project fill a gap or complete a connection?	The project provides a frequent,

Which of the listed Safety Improvements will be included with this project	Sidewalks/ Bike Paths	**Yes**
	At Grade Railroad Crossing	**No**
	Intersection Geometry	**No**
	Signals/ Signs	**Yes**

Discuss the safety improvements that are included in this project	The project will provide ADA accessible stations connection to sidew

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

Project Implementation Information

Project phases included in funding request:

No	Planning Activities
No	Project Development & Environment Study
Yes	Preliminary Engineering/ Final Design Plans
Yes	Construction
Yes	Construction Engineering & Inspection

Project Cost Summary

Below, provide a summary of t

(A Separate Detailed Project Cost E

Planning Activities

Project Development & Environment Study

Preliminary Engineering/ Final Design Plans

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

UTA
UTAH TRANSIT AUTHORITY

DAVIS-SALT LAKE CONNECTOR

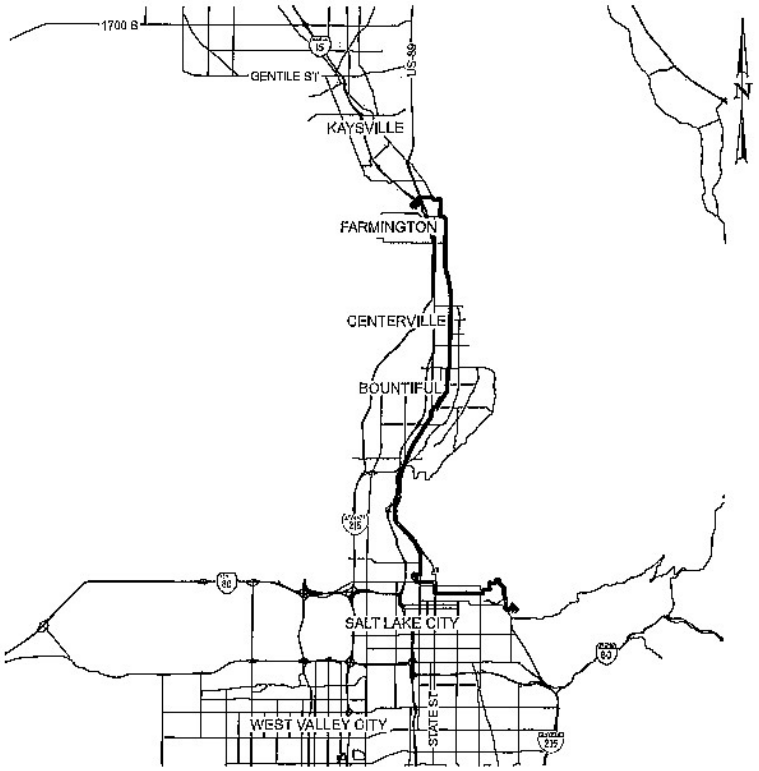
DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR

UTA PROJECT NO. 23-03706VW

DSLCTX

DAVIS AND SALT LAKE COUNTIES

LENGTH 26 MILES



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

SHEET NO.	NO. OF SHEETS	DESCRIPTION
1	1	TITLE
1A	1	INDEX TO SHEETS
SK-01 TO SK-04	4	SHEET KEY
SC-01 TO SC-XX	-	SURVEY CONTROL (NOT INCLUDED WITH THIS SUBMITTAL)
01	-	NOT USED
02, 02A, 02B	3	WAKARA WAY / KOMAS DR EB PLATFORM, UTILITY, AND ROW PLANS
03, 03A, 03B	3	WAKARA WAY / KOMAS DR WB PLATFORM, UTILITY, AND ROW PLANS
04, 04A, 04B	3	MARIO CAPECCHI DR / S CAMPUS DR SB PLATFORM, UTILITY, AND ROW PLANS
05, 05A, 05B	3	MARIO CAPECCHI DR / S CAMPUS DR NB PLATFORM, UTILITY, AND ROW PLANS
06, 06A, 06B	3	MEDICAL CENTER TRAX SB PLATFORM, UTILITY, AND ROW PLANS
07, 07A, 07B	3	MEDICAL CENTER TRAX NB PLATFORM, UTILITY, AND ROW PLANS
08	1	100 SOUTH / N CAMPUS DR WB PLATFORM PLAN
09, 09A, 09B	3	100 SOUTH / N CAMPUS DR EB PLATFORM, UTILITY, AND ROW PLANS
10, 10A, 10B	3	200 SOUTH / UNIVERSITY ST WB PLATFORM, UTILITY, AND ROW PLANS
11, 11A, 11B	3	200 SOUTH / UNIVERSITY ST EB PLATFORM, UTILITY, AND ROW PLANS
12, 12A, 12B	3	200 SOUTH / 900 EAST EB PLATFORM, UTILITY, AND ROW PLANS
13, 13A, 13B	3	NORTH TEMPLE / STATE STREET WB PLATFORM, UTILITY, AND ROW PLANS
14	1	NORTH TEMPLE / STATE STREET EB PLATFORM PLAN
15, 15A, 15B	3	NORTH TEMPLE / 300 WEST EB PLATFORM, UTILITY, AND ROW PLANS
16, 16A, 16B	3	NORTH TEMPLE / 300 WEST WB PLATFORM, UTILITY, AND ROW PLANS
17, 17A, 17B	3	NORTH TEMPLE FRONTRUNNER STATION SB PLATFORM, UTILITY, AND ROW PLANS
18, 18A, 18B	3	NORTH TEMPLE FRONTRUNNER STATION NB PLATFORM, UTILITY, AND ROW PLANS
19	1	300 WEST (US-89) / 300 NORTH SB PLATFORM PLAN
19.1, 19.1A, 19.1B	3	300 WEST (US-89) / 300 NORTH SB PLATFORM, UTILITY, AND ROW PLANS
20, 20A, 20B	3	300 WEST (US-89) / 300 NORTH NB PLATFORM, UTILITY, AND ROW PLANS
21, 21A, 21B	3	300 WEST (US-89) / 600 NORTH SB PLATFORM, UTILITY, AND ROW PLANS
22, 22A, 22B	3	300 WEST (US-89) / 600 NORTH NB PLATFORM, UTILITY, AND ROW PLANS
23, 23A, 23B	3	300 WEST (US-89) / 900 NORTH SB PLATFORM, UTILITY, AND ROW PLANS
24	1	300 WEST (US-89) / 900 NORTH NB PLATFORM PLAN
24.1, 24.1A, 24.1B	3	300 WEST (US-89) / 900 NORTH NB PLATFORM, UTILITY, AND ROW PLANS
25, 25A, 25B	3	US-89 / EAGLE RIDGE DR NB PLATFORM, UTILITY, AND ROW PLANS
26, 26A, 26B	3	US-89 / EAGLE RIDGE DR SB PLATFORM, UTILITY, AND ROW PLANS
27, 27A, 27B	3	US-89 / CENTER STREET NB PLATFORM, UTILITY, AND ROW PLANS
28, 28A, 28B	3	US-89 / CENTER STREET SB PLATFORM, UTILITY, AND ROW PLANS
29, 29A, 29B	3	US-89 / 800 WEST NB PLATFORM, UTILITY, AND ROW PLANS
30, 30A, 30B	3	US-89 / 800 WEST SB PLATFORM, UTILITY, AND ROW PLANS
31, 31A, 31B	3	US-89 / 2600 SOUTH SB PLATFORM, UTILITY, AND ROW PLANS
32, 32A, 32B	3	US-89 / 2600 SOUTH NB PLATFORM, UTILITY, AND ROW PLANS
33	1	MAIN STREET / RENAISSANCE WAY (1650 SOUTH) SB PLATFORM PLAN
33.1, 33.1A, 33.1B	3	MAIN STREET / RENAISSANCE WAY (1650 SOUTH) SB PLATFORM, UTILITY, AND ROW PLANS
34, 34A, 34B	3	MAIN STREET / RENAISSANCE WAY (1650 SOUTH) NB PLATFORM, UTILITY, AND ROW PLANS
35, 35A, 35B	3	MAIN STREET / CARRIAGE CROSSING (730 SOUTH) SB PLATFORM, UTILITY, AND ROW PLANS
36, 36A, 36B	3	MAIN STREET / CARRIAGE CROSSING (730 SOUTH) NB PLATFORM, UTILITY, AND ROW PLANS
EOL-01A.1, EOL-01A.2, EOL-01A.3	3	RESEARCH PARK END OF LINE FACILITY (OPTION A)
EOL-01B	-	RESEARCH PARK END OF LINE FACILITY (OPTION B) (NOT INCLUDED WITH THIS SUBMITTAL)
EOL-02	1	FARMINGTON FRONTRUNNER STATION END OF LINE FACILITY PLAN
SG-01	1	SIGNAL (400 W / 200 N)
SG-02	1	SIGNAL (300 W / 300 N)
UTDT-01	1	UTILITY DETAIL
TOTAL SHEETS	117	

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

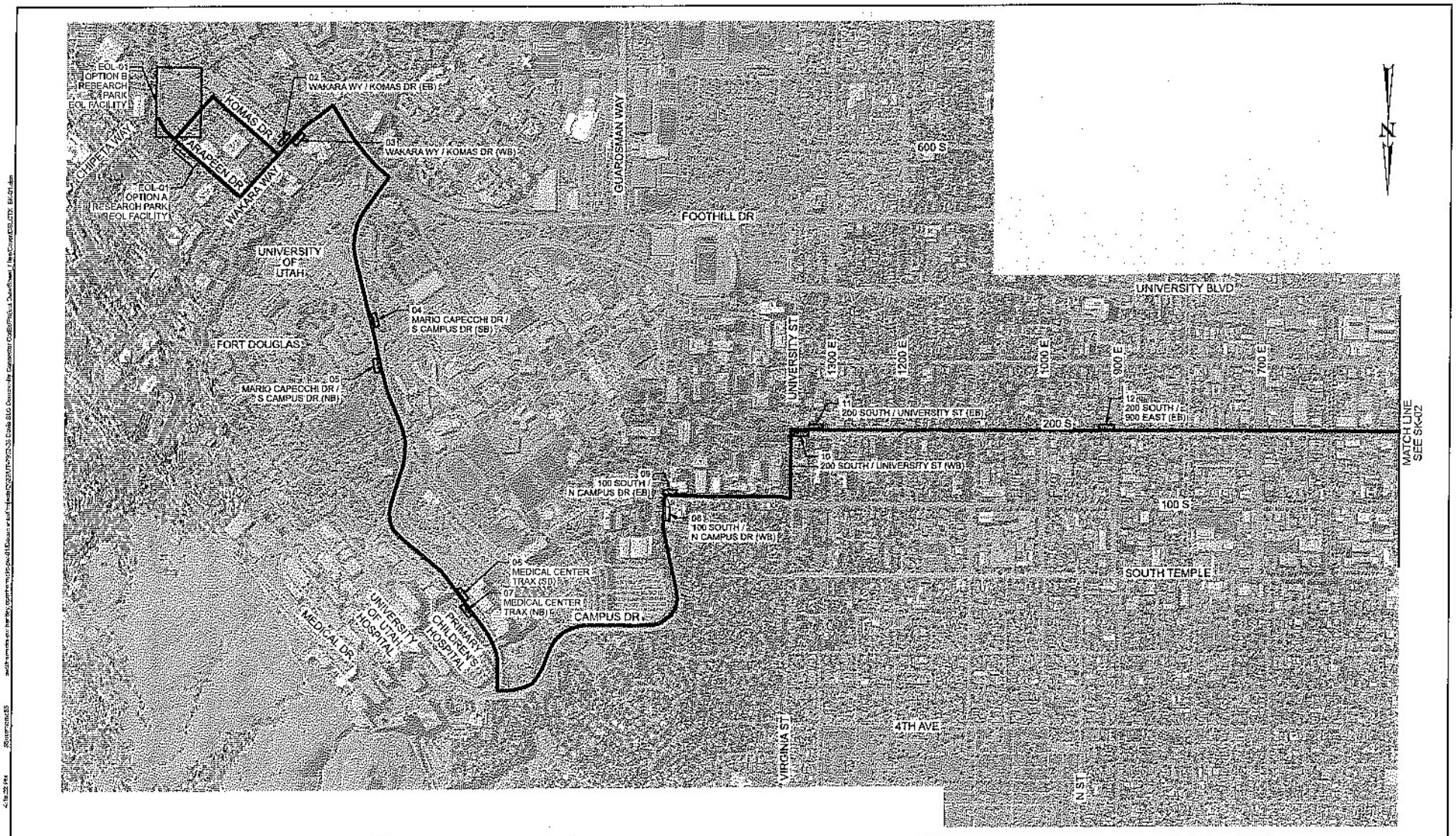
Designed By:	BLA
Drawn By:	BLA
Checked By:	JLP
Approved By:	

DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR

INDEX TO SHEETS

Scale:	N/A
CADD File/Name:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03703VW
Alignment:	
Sheet No.:	1A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

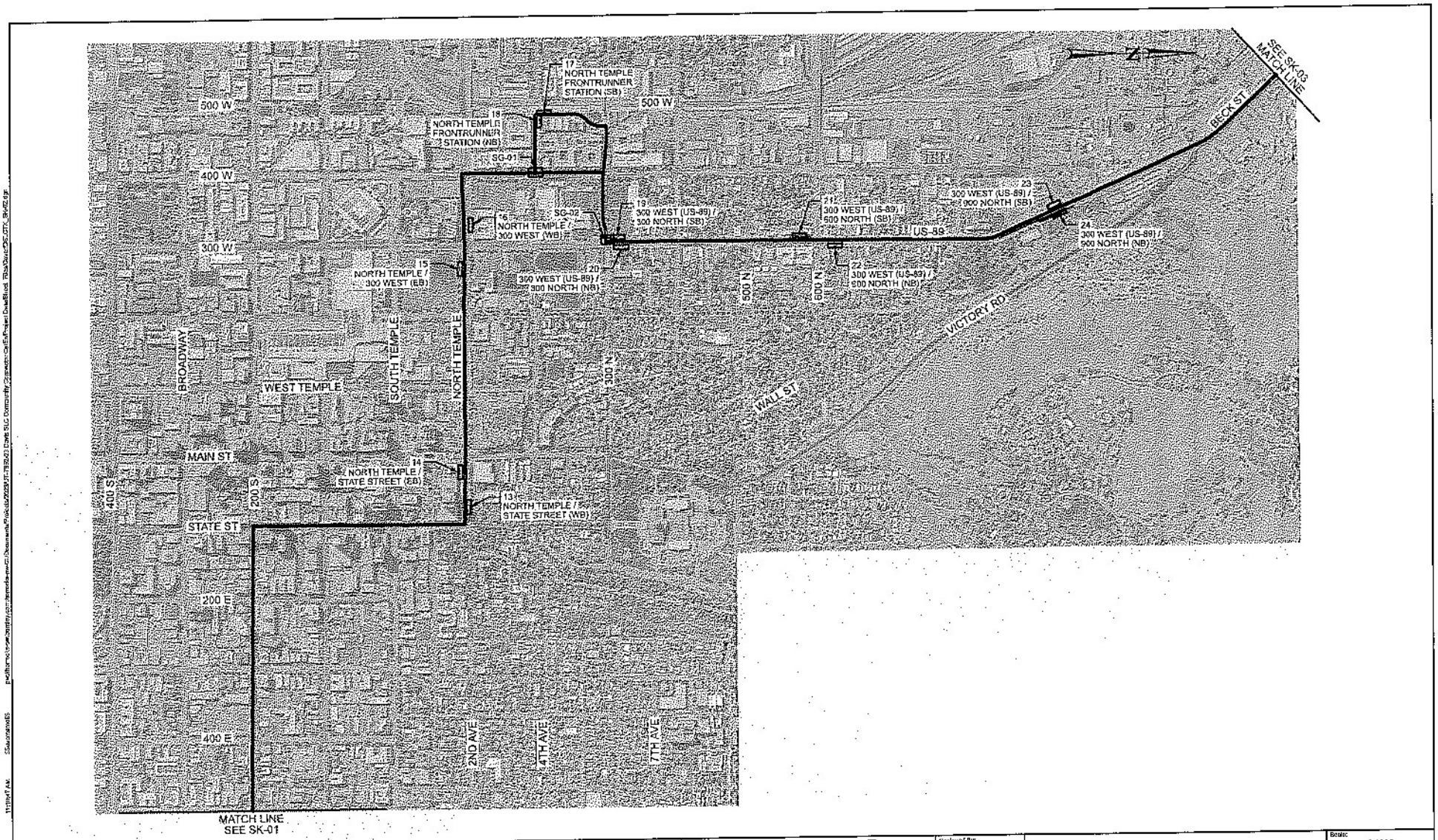
DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

UTA
UTAH TRANSIT AUTHORITY

Designed By: BJB		Scale: 1:1000
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	DADD Plotted at:
Checked By: CHP	SHEET KEY	Submittal Date: 03/17/2025
Approved By: XXX		UTA Contract No.: 23-03706VW
		Alignment: Sheet No.: SK-01

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

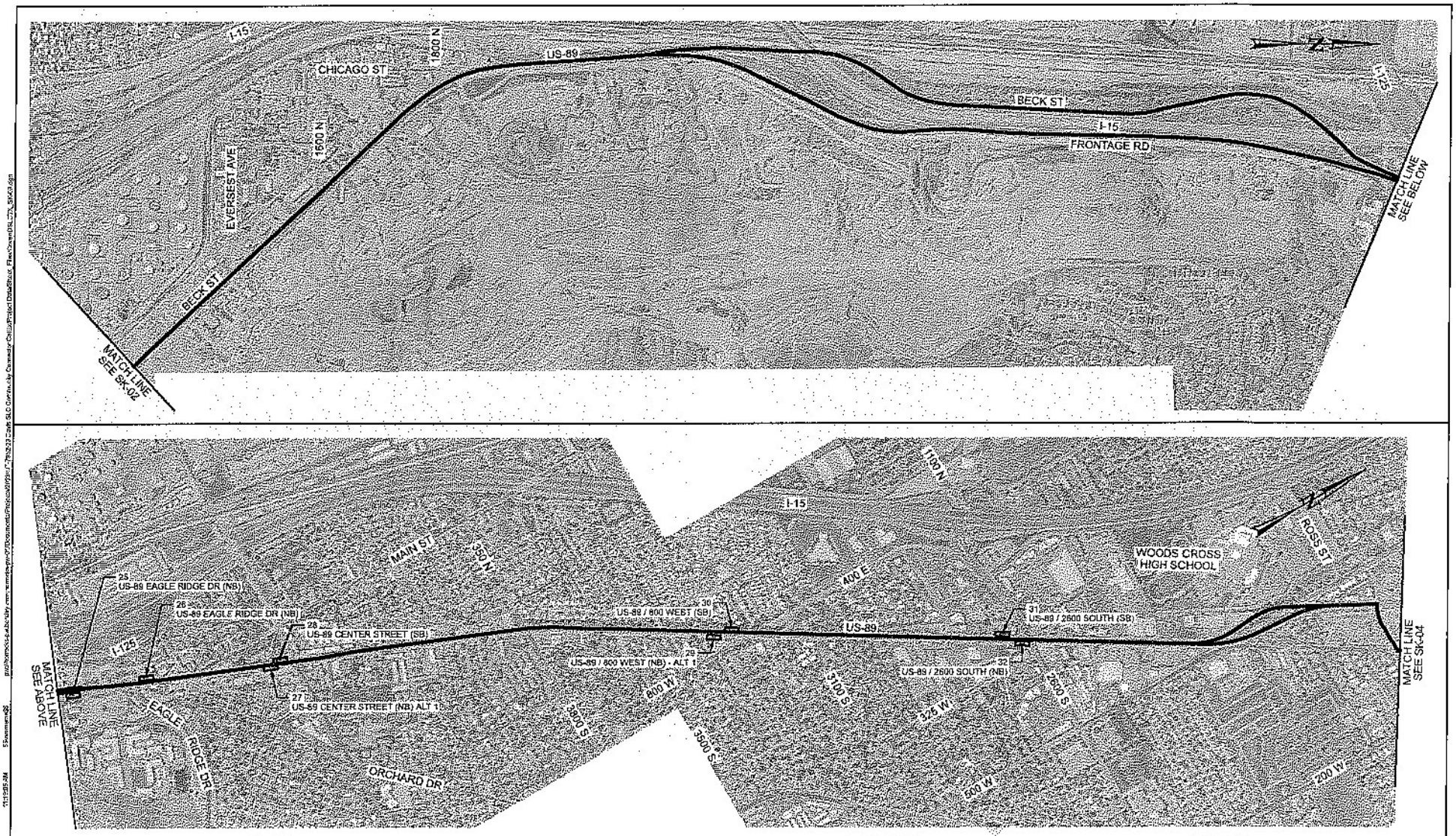
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	SHEET KEY
Approved By:	

Scale:	1:1000
CADD Filename:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	Sheet No.: SK-02

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

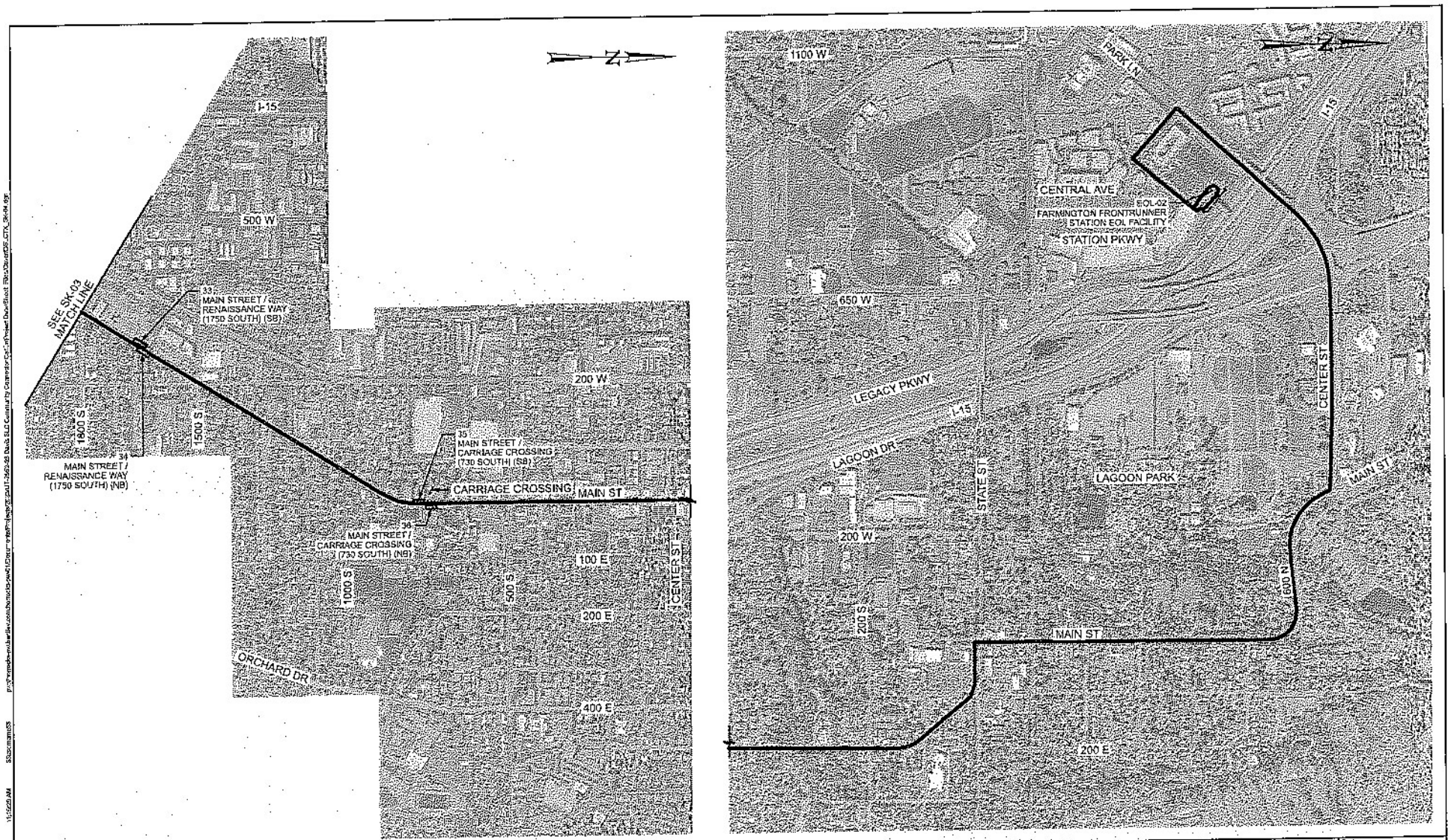
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	
Drawn By: RLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	SHEET KEY
Approved By: XXX	

Scale: 1:1000
DAGD Filename:
Submittal Date: 03/17/2025
UTA Contract No: 23-03706VW
Alignment:
Sheet No.: SK-03

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

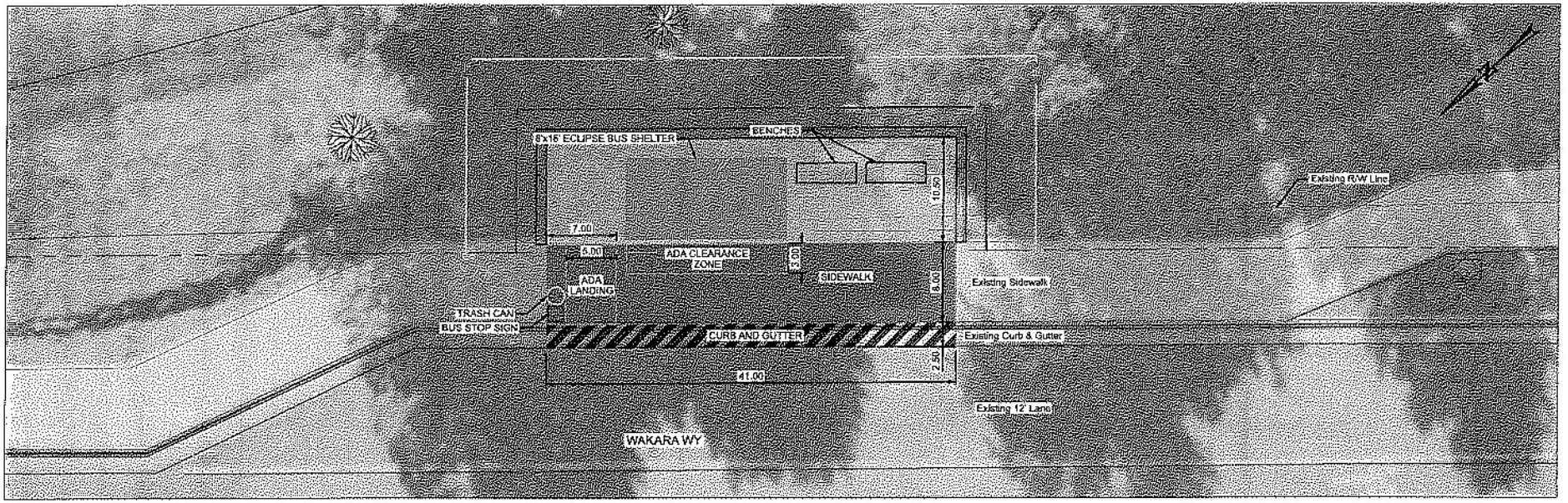
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CRP	SHEET KEY
Approved By: XXX	

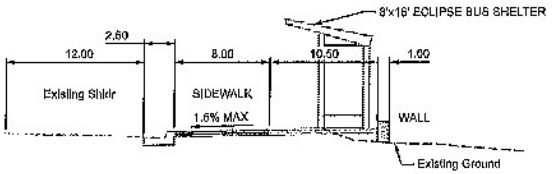
Scale: 1:1000
CADD File and:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: SK-04

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

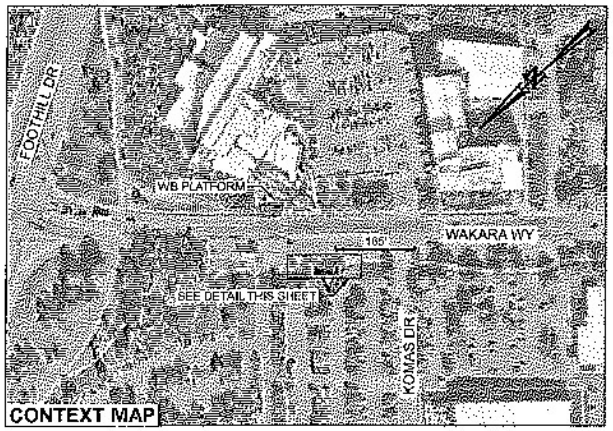


NOTES:

WAKARA WAY / KOMAS DR EB PLATFORM PLAN



PROPOSED TYPICAL SECTION



LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 800
Salt Lake City, UT 84111
Phone: (385) 212-3176

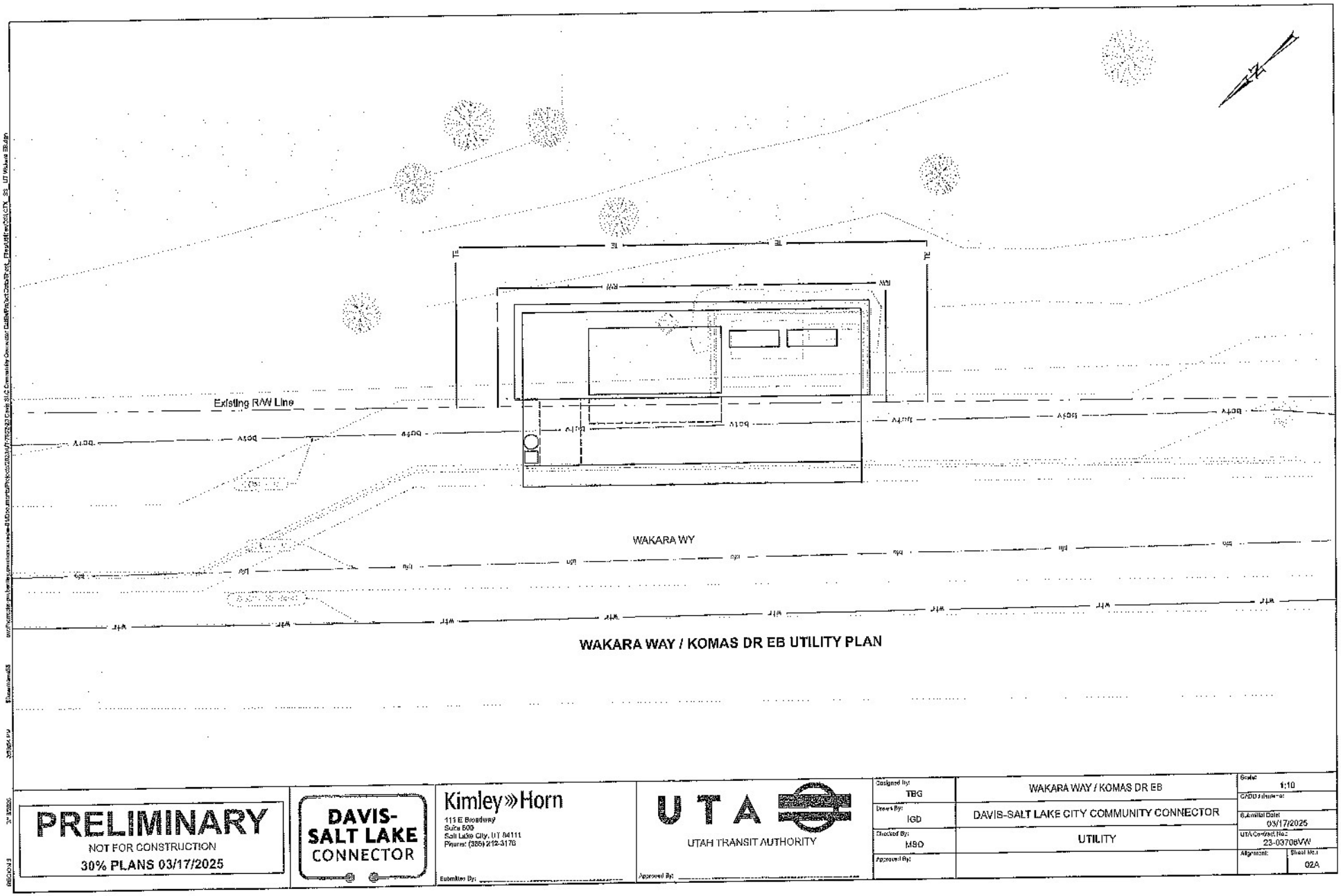
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TRG	WAKARA WAY / KOMAS DR EB	Scale: 1:10
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:
Checked By: MSO	PLATFORM	Submittal Date: 03/17/2025
Approved By:		UTA Contract No.: 23-03706VW
		Alignment: Sheet No.: 02

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



WAKARA WAY / KOMAS DR EB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

Submitted By:

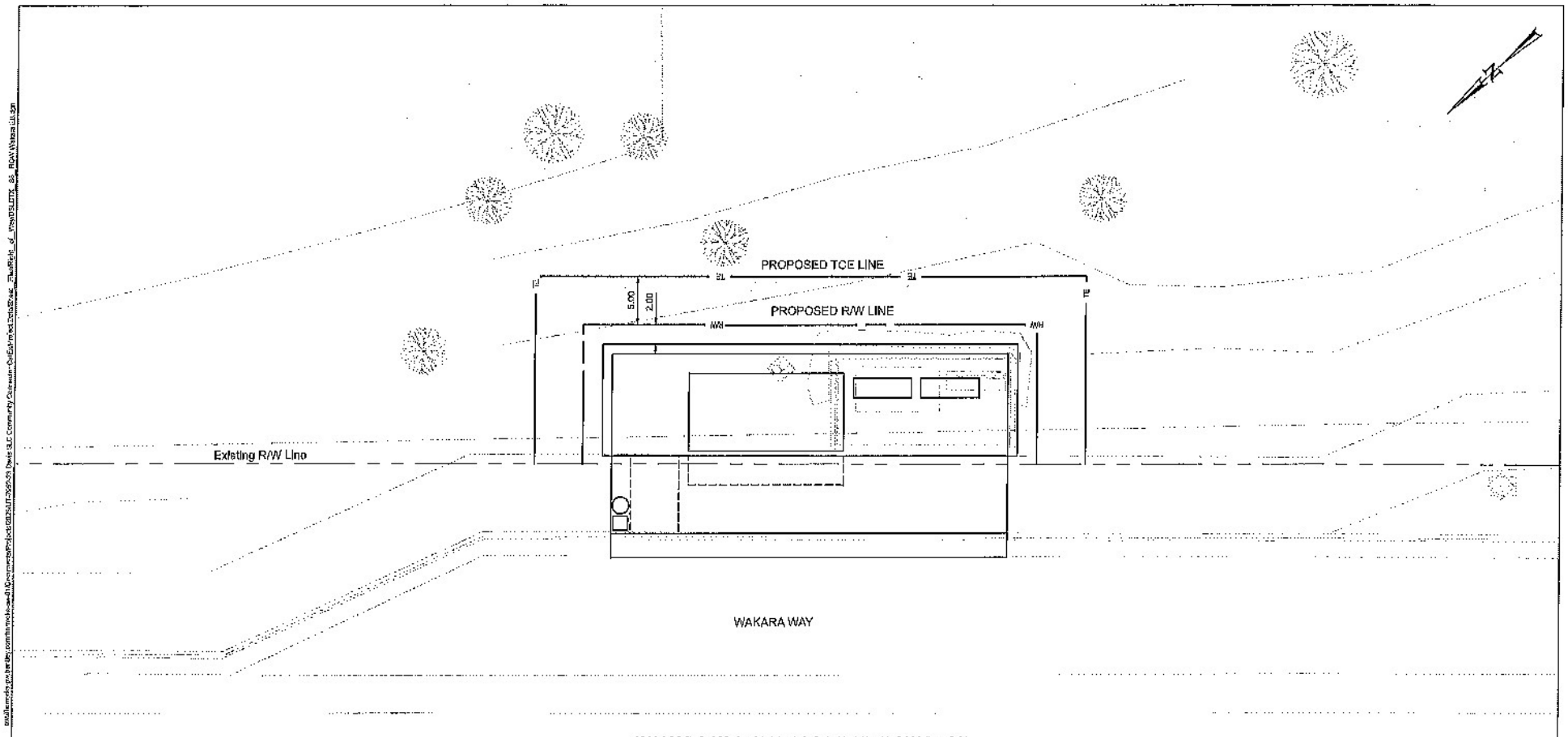
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	WAKARA WAY / KOMAS DR EB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	UTILITY
Approved By:	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 02A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



WAKARA WAY / KOMAS DR EB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
WAKARA WAY EB	UNIVERSITY OF UTAH	074	429

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3170

Submitted By:

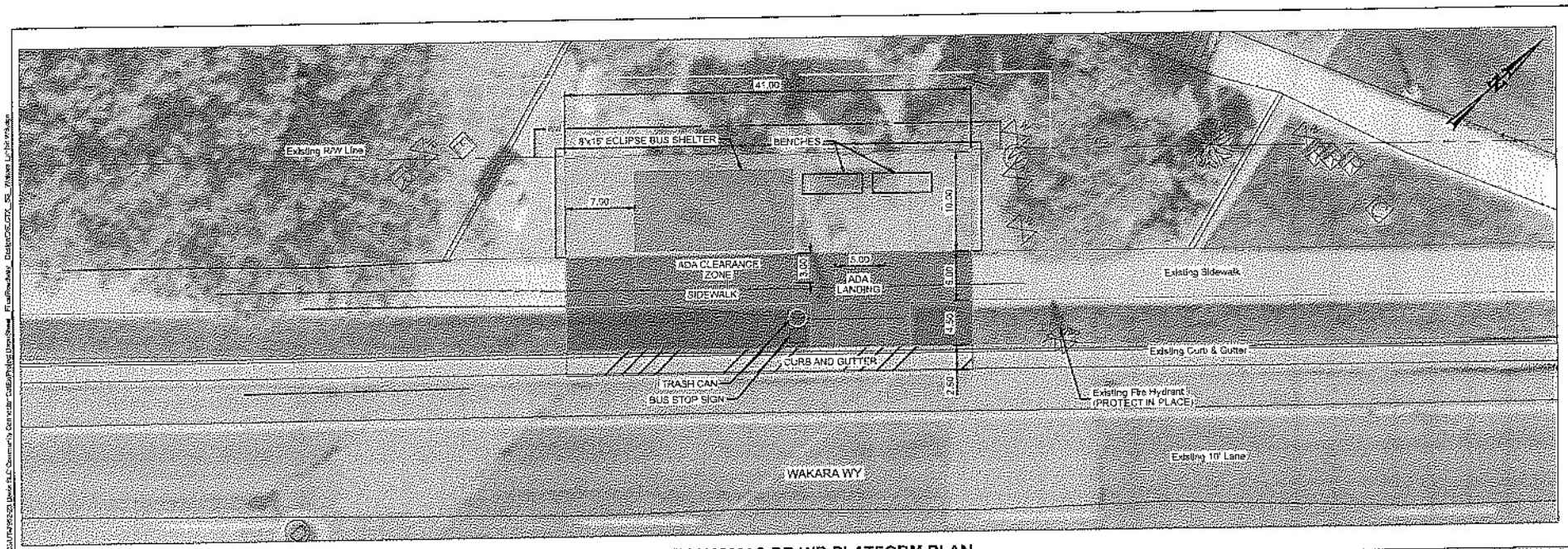
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	WAKARA WAY / KOMAS DR EB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	RIGHT-OF-WAY
Approved By:	

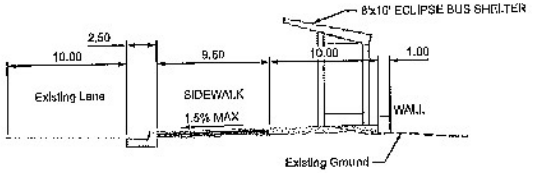
Scale: 1:10
CVDO Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 025

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

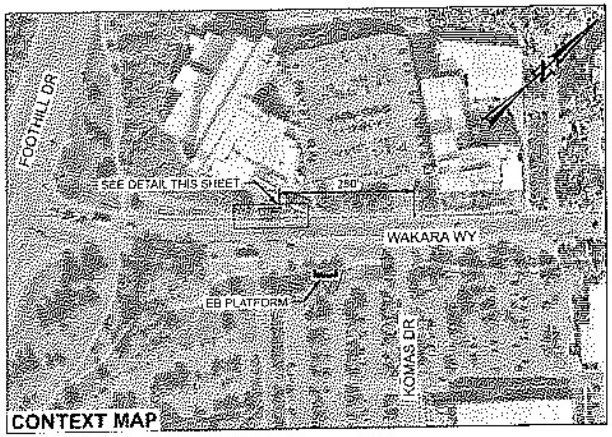


WAKARA WAY / KOMAS DR WB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

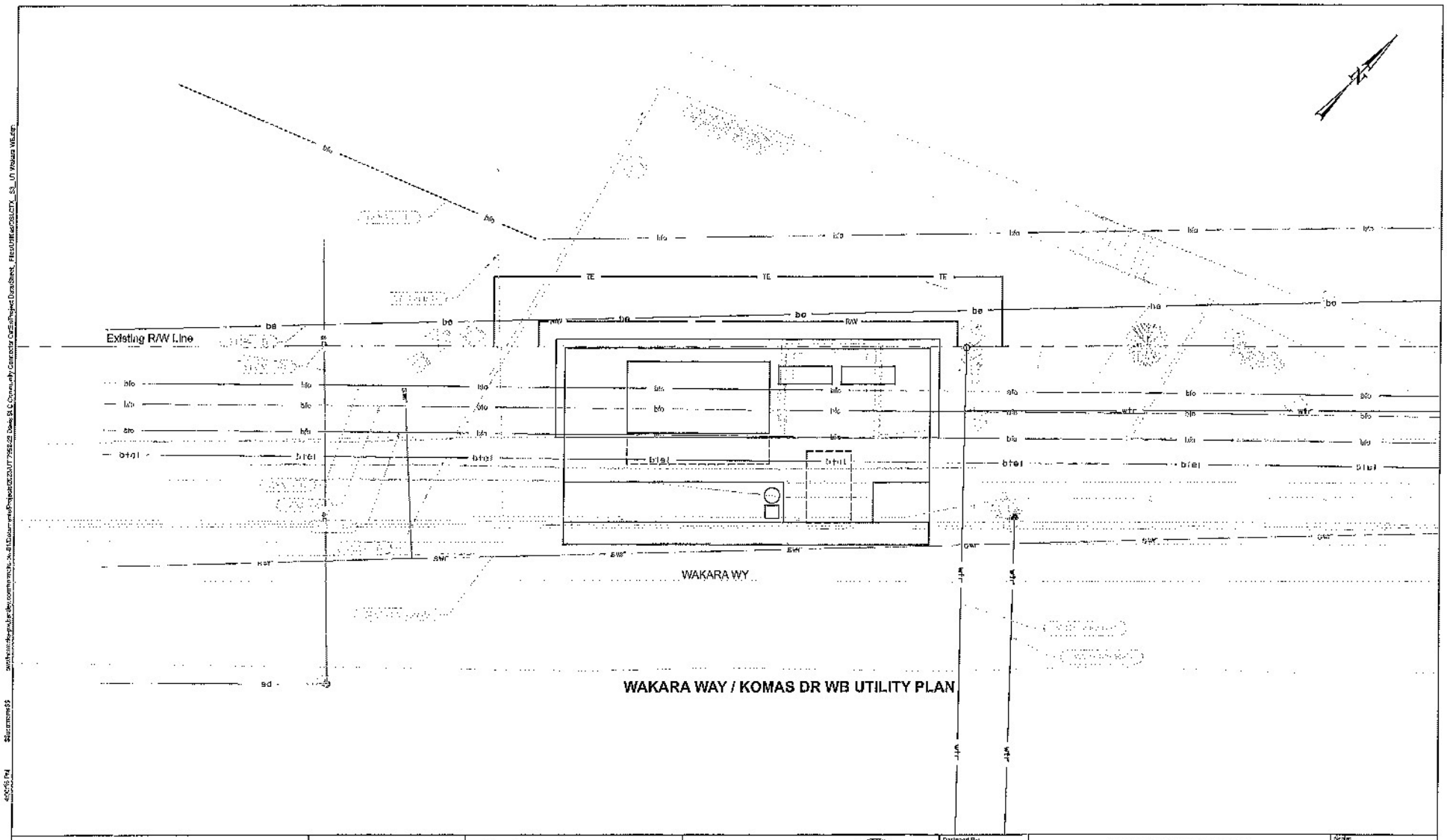
Kimley»Horn
111 E Broadway
Holla 600
Salt Lake City, UT 84111
Phone: (385) 212-9176

UTAH TRANSIT AUTHORITY

Submitted By:
Approved By:

Designed By: TBG	WAKARA WY / KOMAS DR WB	Scale: 1:10	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	GMDD Filename:	
Checked By: MSO	PLATFORM	Submittal Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 03

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-9176

Submitted By:

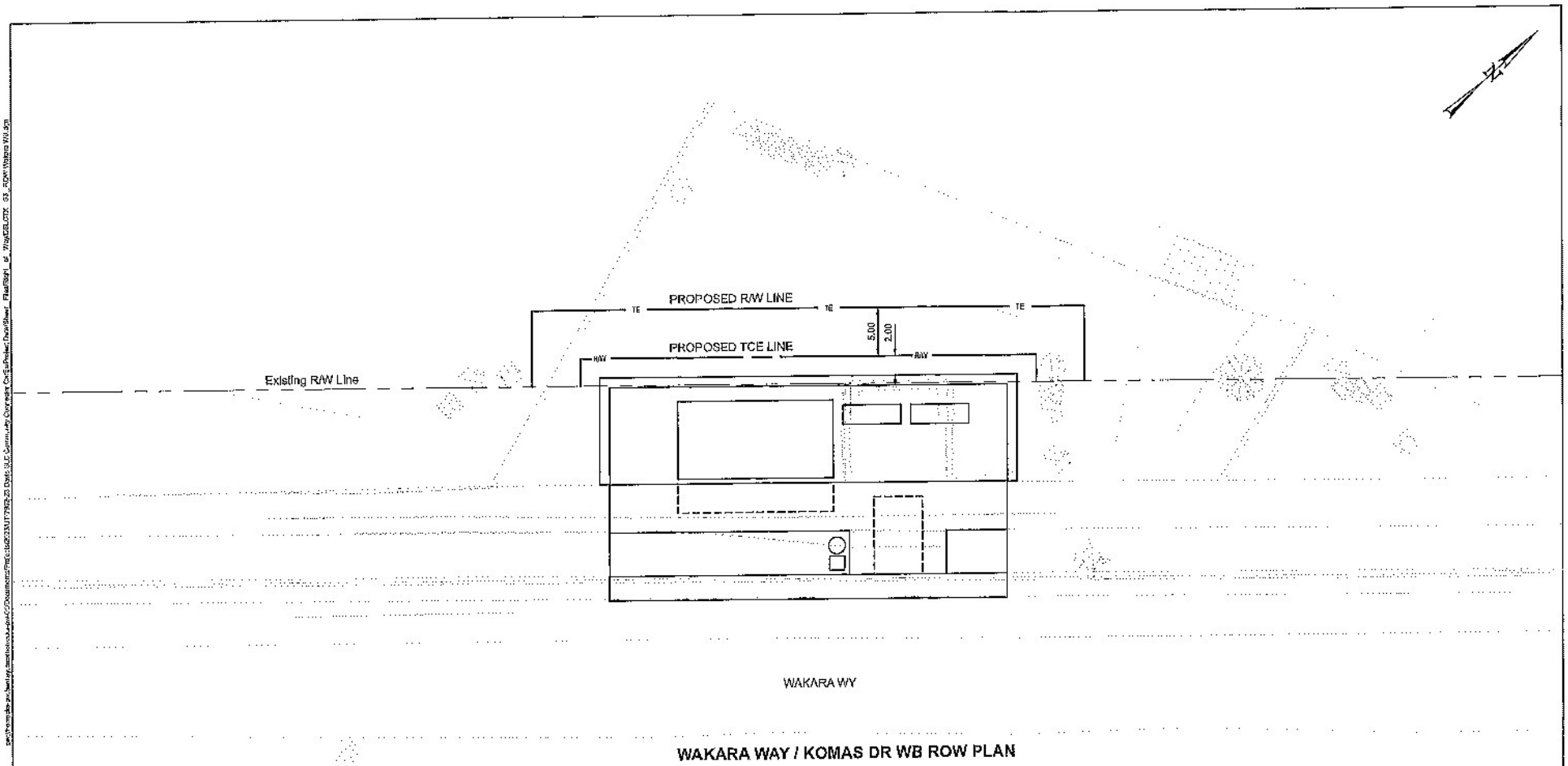
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TJG	WAKARA WAY / KOMAS DR WB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	UTILITY
Approved By:	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 03A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



WAKARA WAY / KOMAS DR WB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
WAKARA WAY WB	UNIVERSITY OF UTAH	131	313

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-4178

Submitted By:

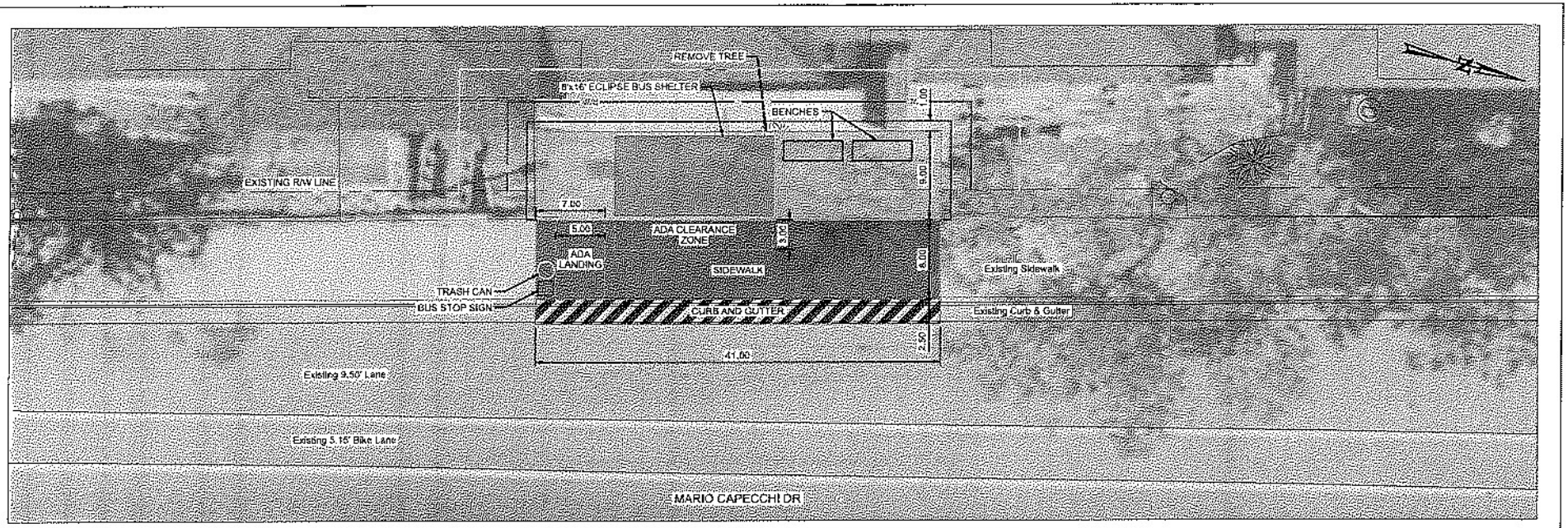
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	WAKARA WAY / KOMAS DR WB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	RIGHT-OF-WAY
Approved By:	

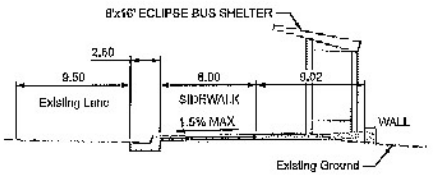
Scale: 1:10
CADD File/Level:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 038

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

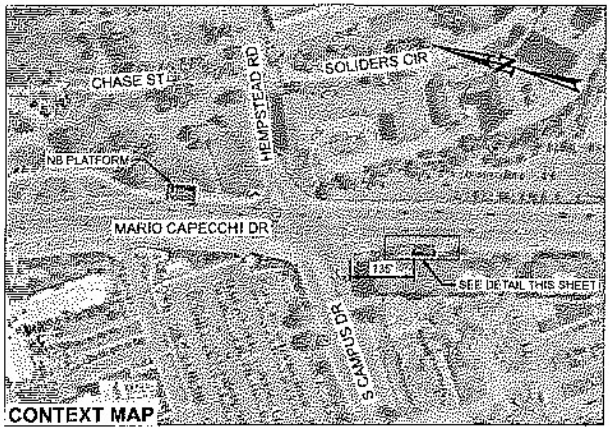


NOTES:

MARIO CAPECCHI DR / S CAMPUS DR SB PLATFORM PLAN



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 800
Salt Lake City, UT 84111
Phone: (385) 212-3178

Submitted By:

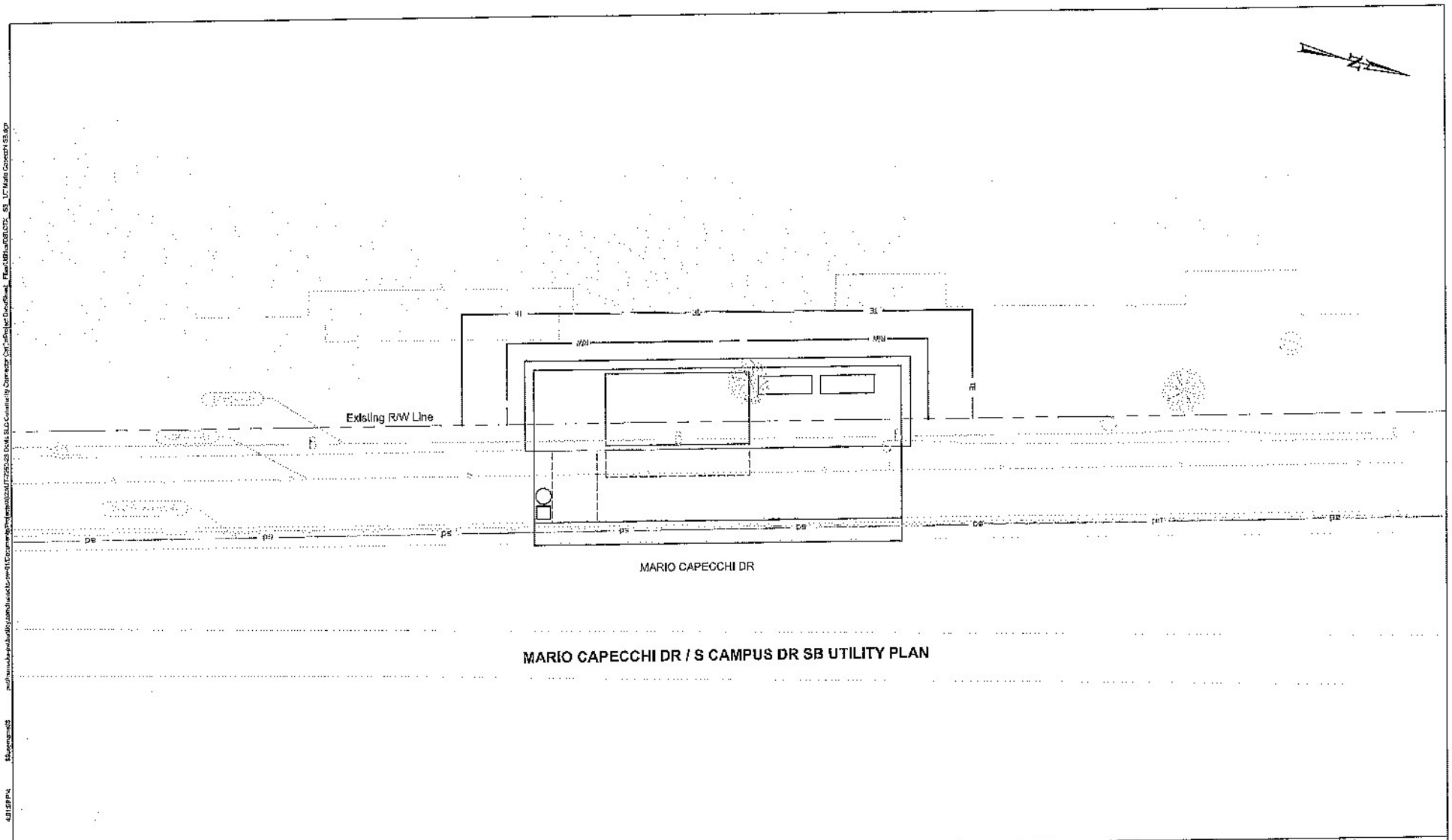
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	MARIO CAPECCHI DR / S CAMPUS SB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	PLATFORM
Approved By:	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment: Sheet No.: 04

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MARIO CAPECCHI DR / S CAMPUS DR SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

Submitted By:

UTA
UTAH TRANSIT AUTHORITY

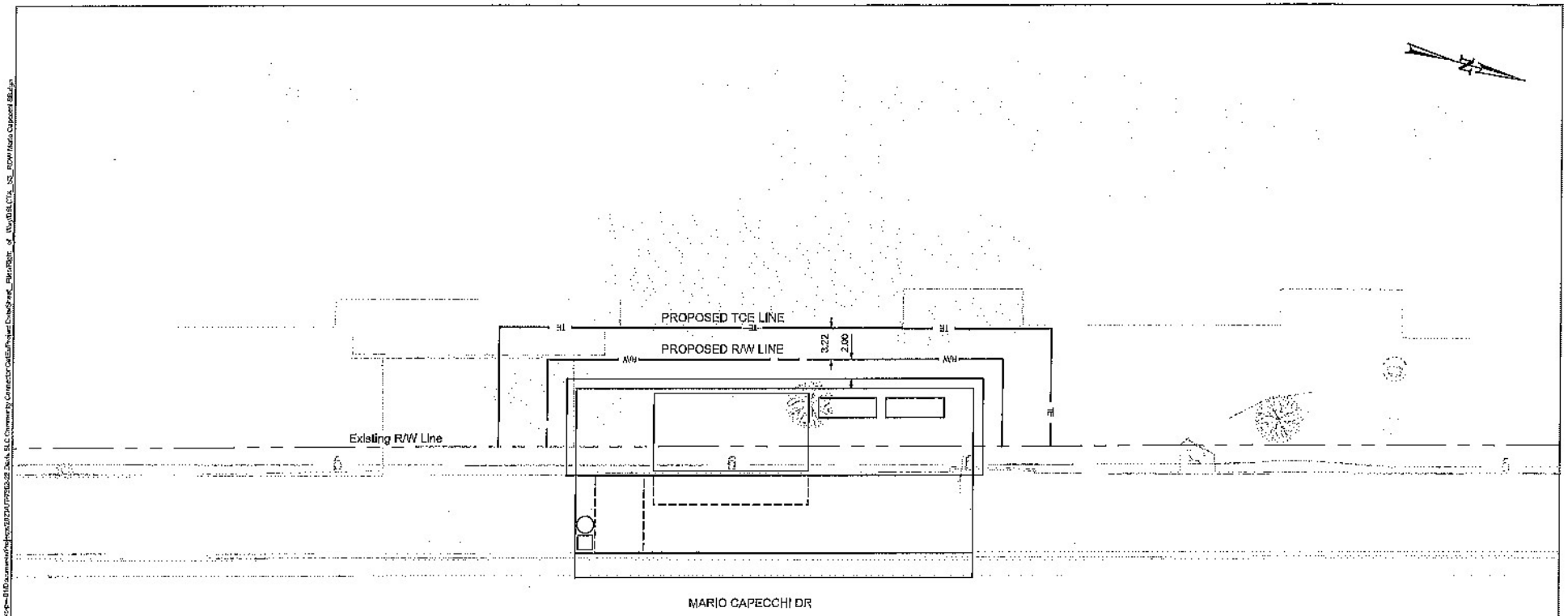
Approved By:

Designed By: TBG	MARIO CAPECCHI DR / S CAMPUS SB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	UTILITY
Approved By:	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 04A

REGION 3

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MARIO CAPECCHI DR / S CAMPUS DR SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
MARIO CAPECCHI DR (SB)	The Church of Jesus Christ of Latter-Day Saints	423	274

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-8170

Submitted By:

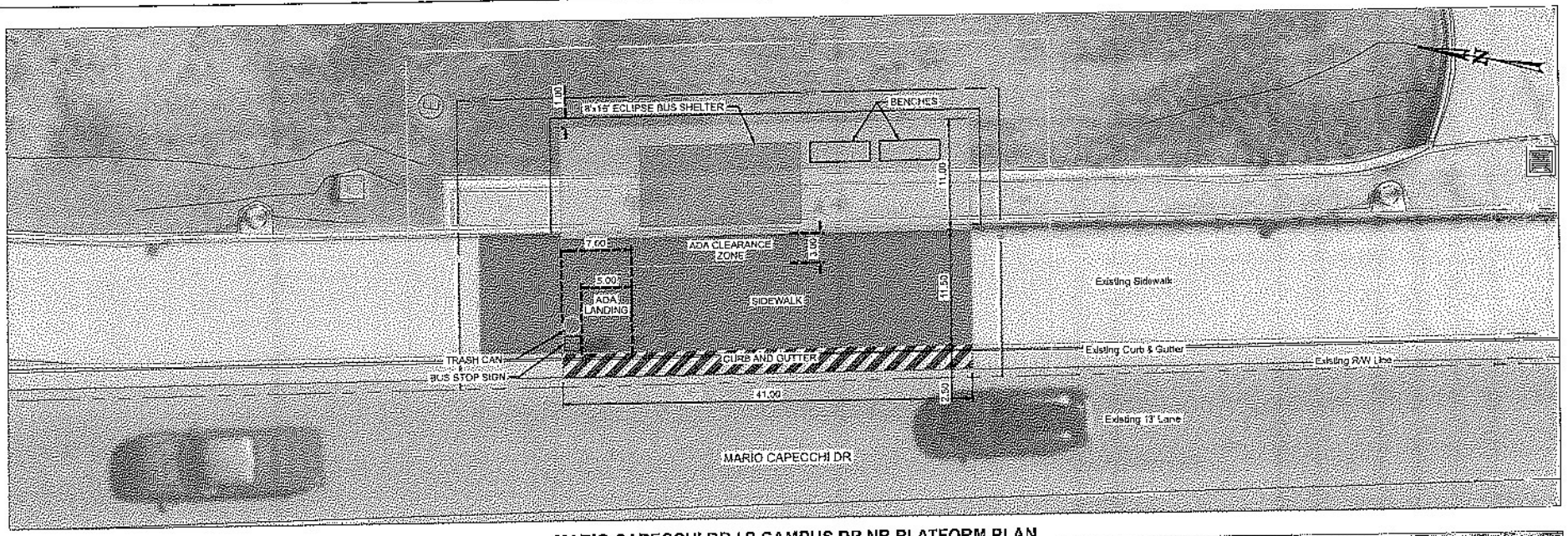
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	MARIO CAPECCHI DR / S CAMPUS DR SB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	RIGHT-OF-WAY
Approved By:	

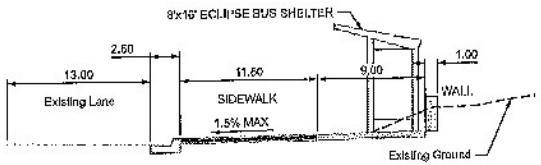
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 04B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

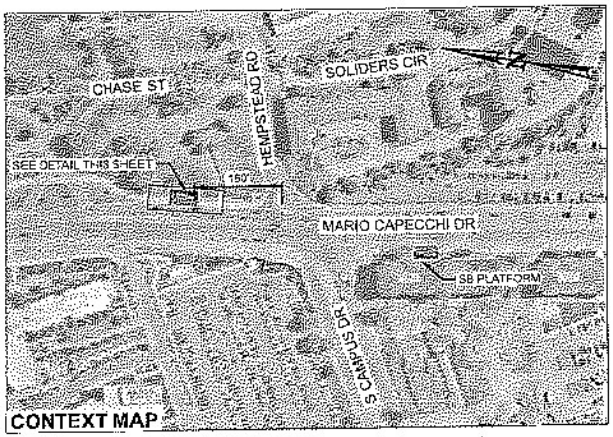


MARIO CAPECCHI DR / S CAMPUS DR NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385)212-3176

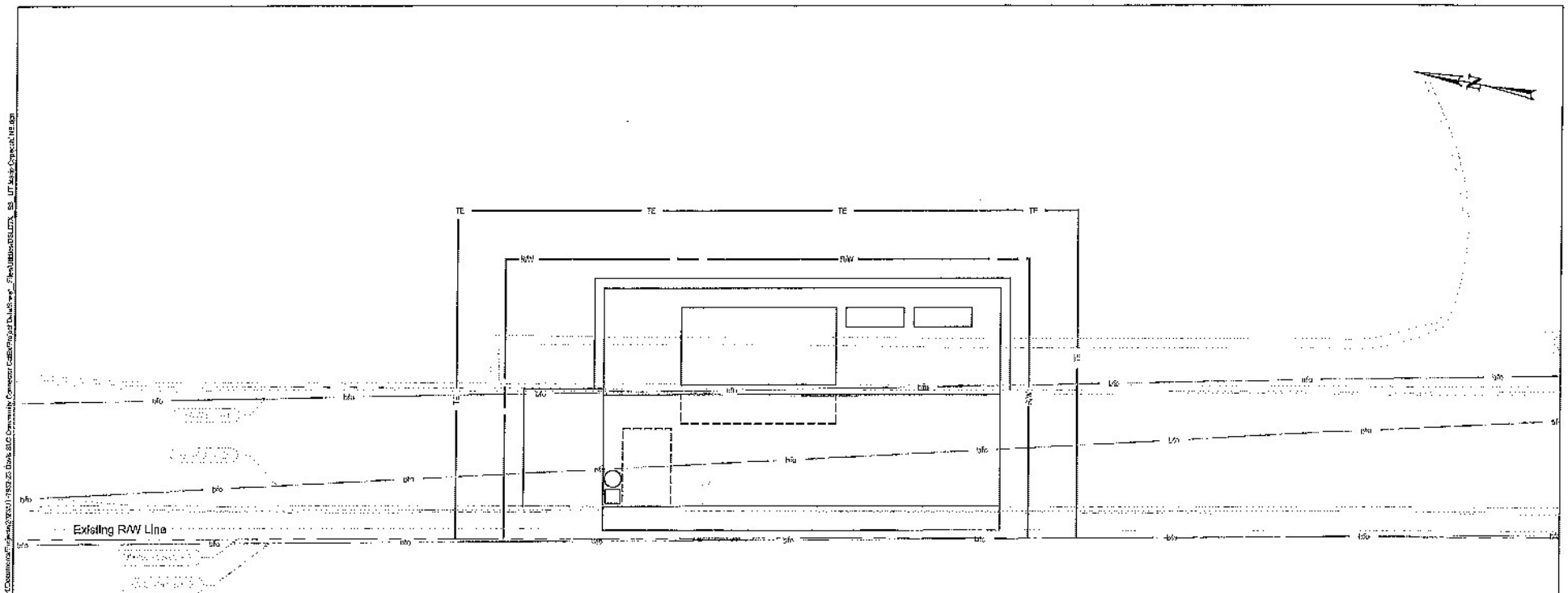
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	MARIO CAPECCHI DR / S CAMPUS DR NB	Scale: 1:10	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: MSO	PLATFORM	Date/Plot Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 05

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MARIO CAPECCHI DR / S CAMPUS DR NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

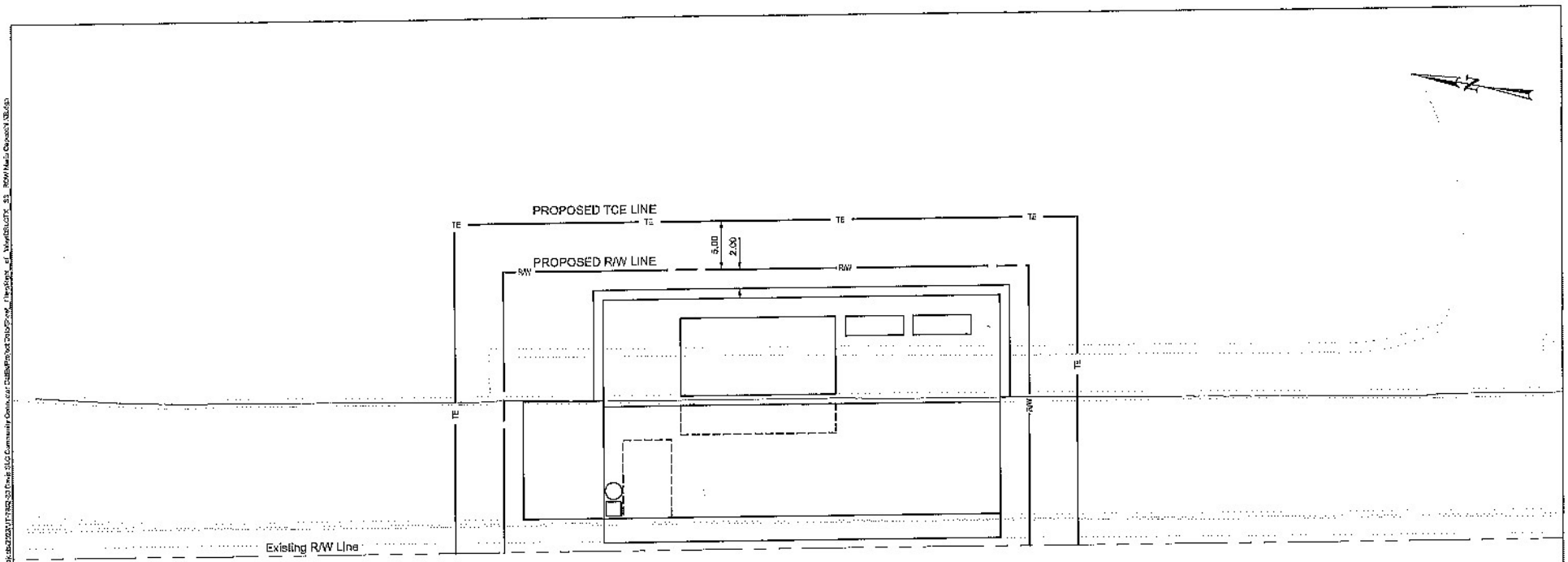
Kimley»Horn
111 E Broadway
Suite 500
Salt Lake City, UT 84111
Phone: (385) 212-3176

UTA
UTAH TRANSIT AUTHORITY

Designed By: TBG	MARIO CAPECCHI DR / S CAMPUS DR NB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	UTILITY
Approved By:	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 05A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MARIO CAPECCHI DR

MARIO CAPECCHI DR / S CAMPUS DR NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
MARIO CAPECCHI DR (NB)	UNIVERSITY OF UTAH	1585	610

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
311 E Broadway
Suite 800
Salt Lake City, UT 84111
Phone: (385) 212-3176

Submitted By:

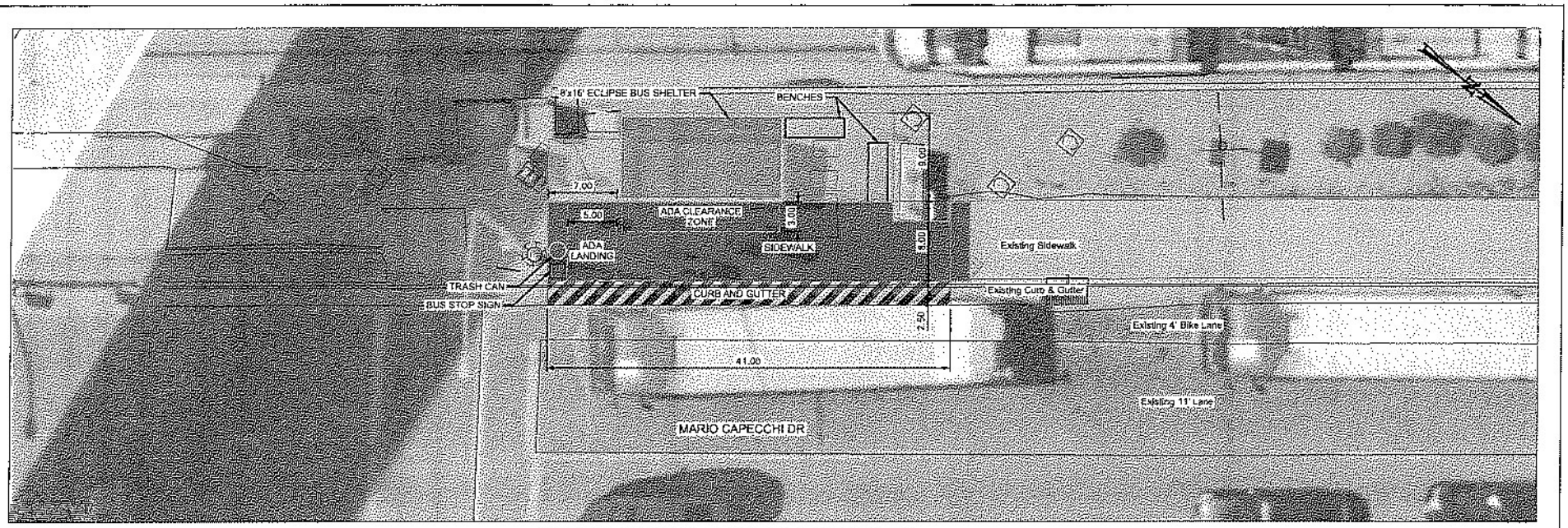
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	MARIO CAPECCHI DR / S CAMPUS DR NB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	RIGHT-OF-WAY
Approved By:	

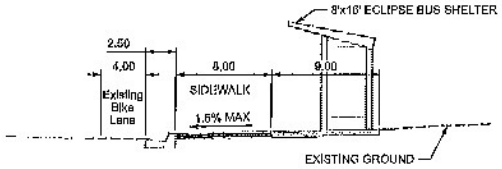
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 05B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

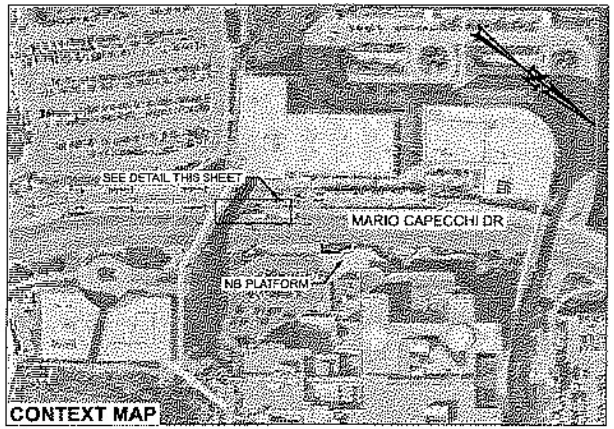


MEDICAL CENTER TRAX SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

Submitted By: _____

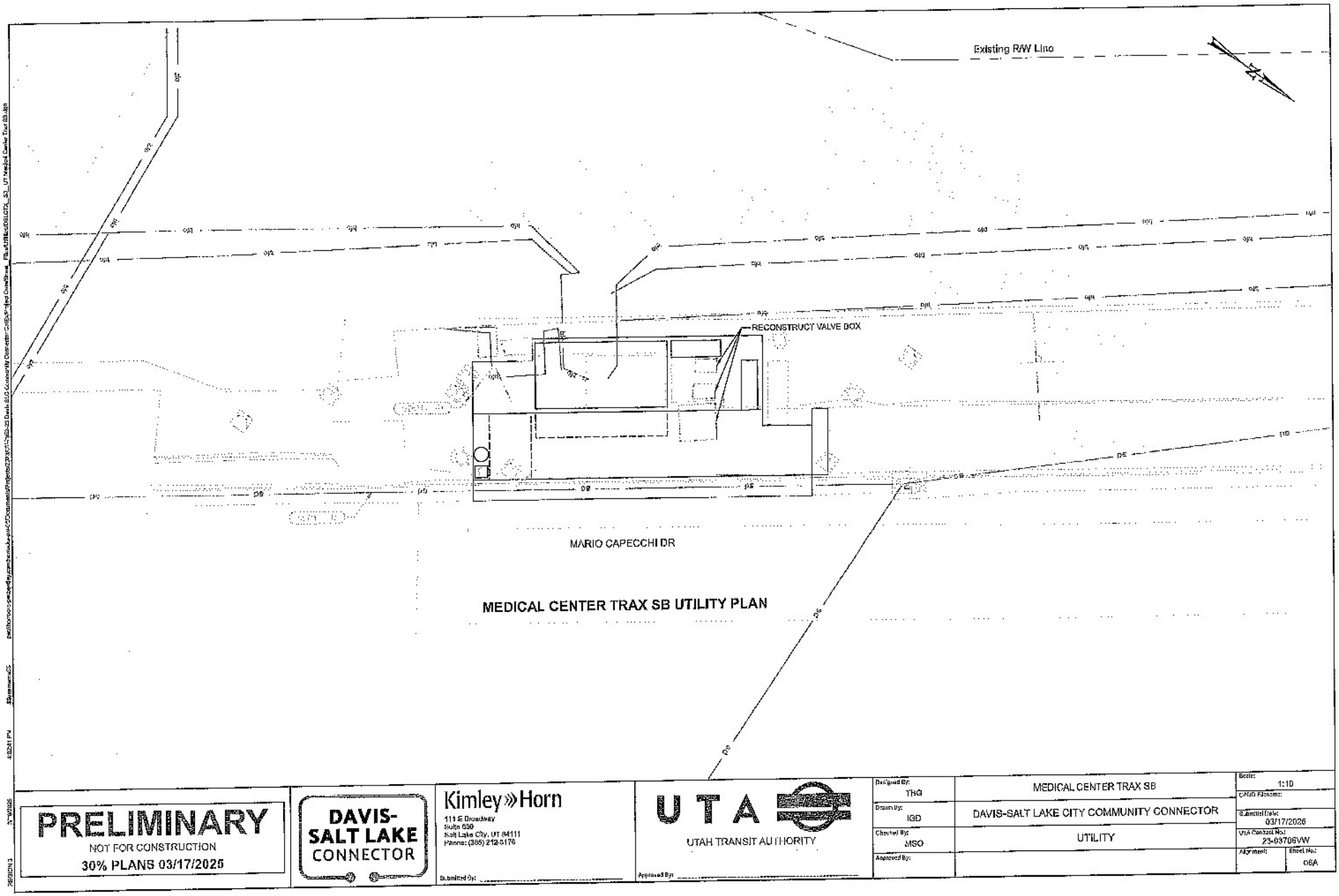
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

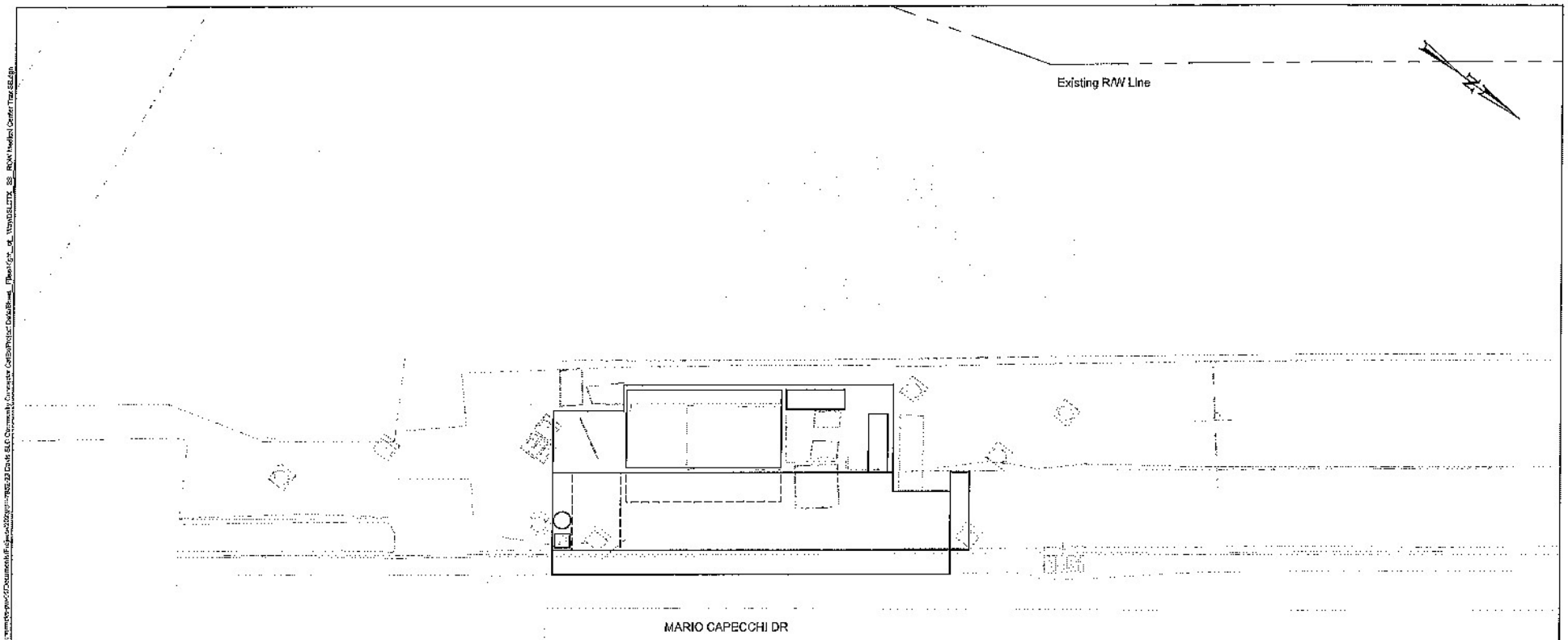
Designed By: TRG	MEDICAL CENTER TRAX SB BUS STOP PLAN
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MSO	PLATFORM
Approved By:	

Scale: 1:10
CADD File and/or
Bid/Plot Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment
Sheet No.: 06

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MEDICAL CENTER TRAX SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
114 E Broadway
Suite 630
Salt Lake City, UT 84111
Phone: (385) 212-3176

Submitted By: _____

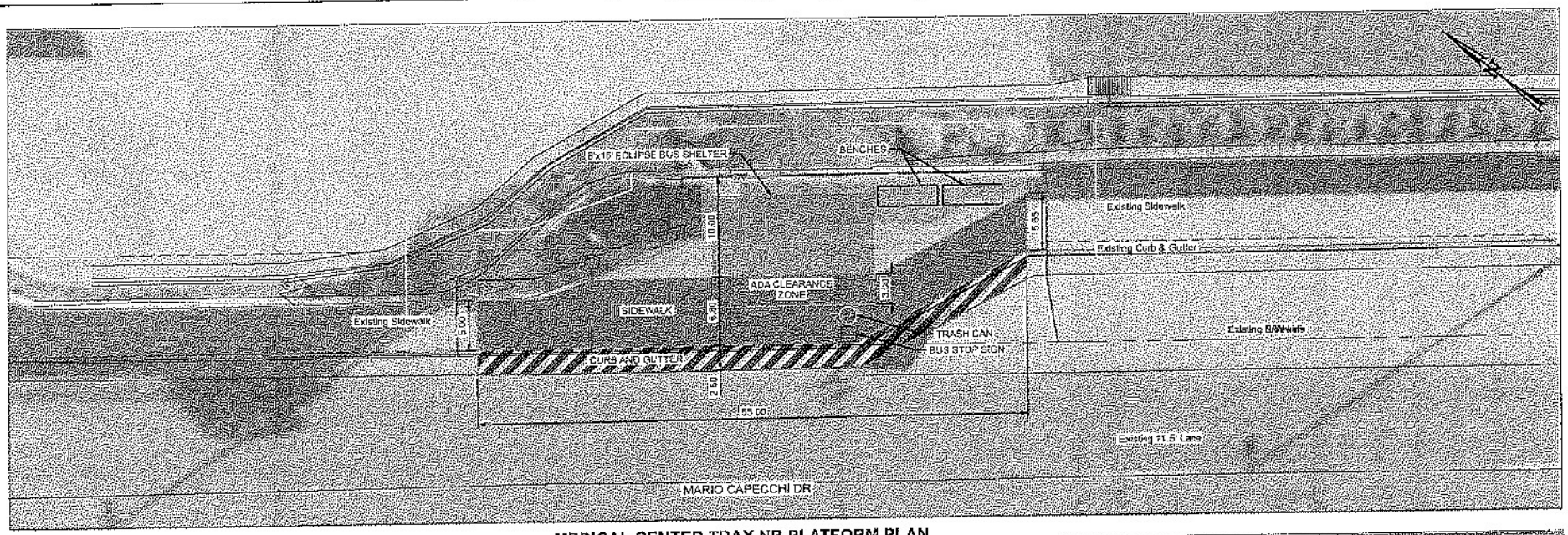
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: TBG	MEDICAL CENTER TRAX SB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: MBO	RIGHT-OF-WAY
Approved By:	

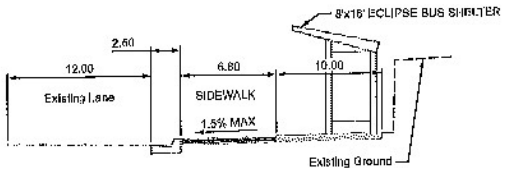
Scale: 1:10
CADD Filename:
Sub-Task Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 06B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

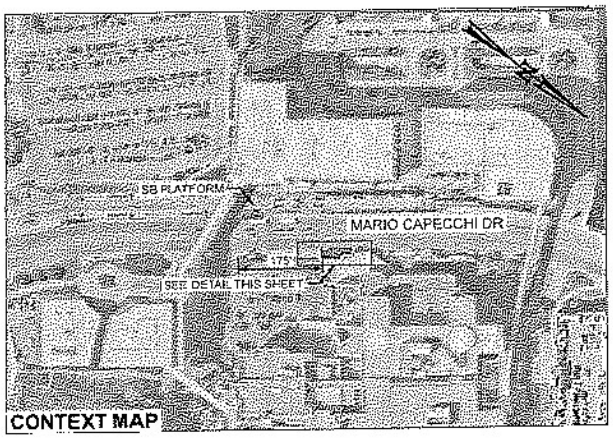


MEDICAL CENTER TRAX NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND;

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
411 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 242-3176

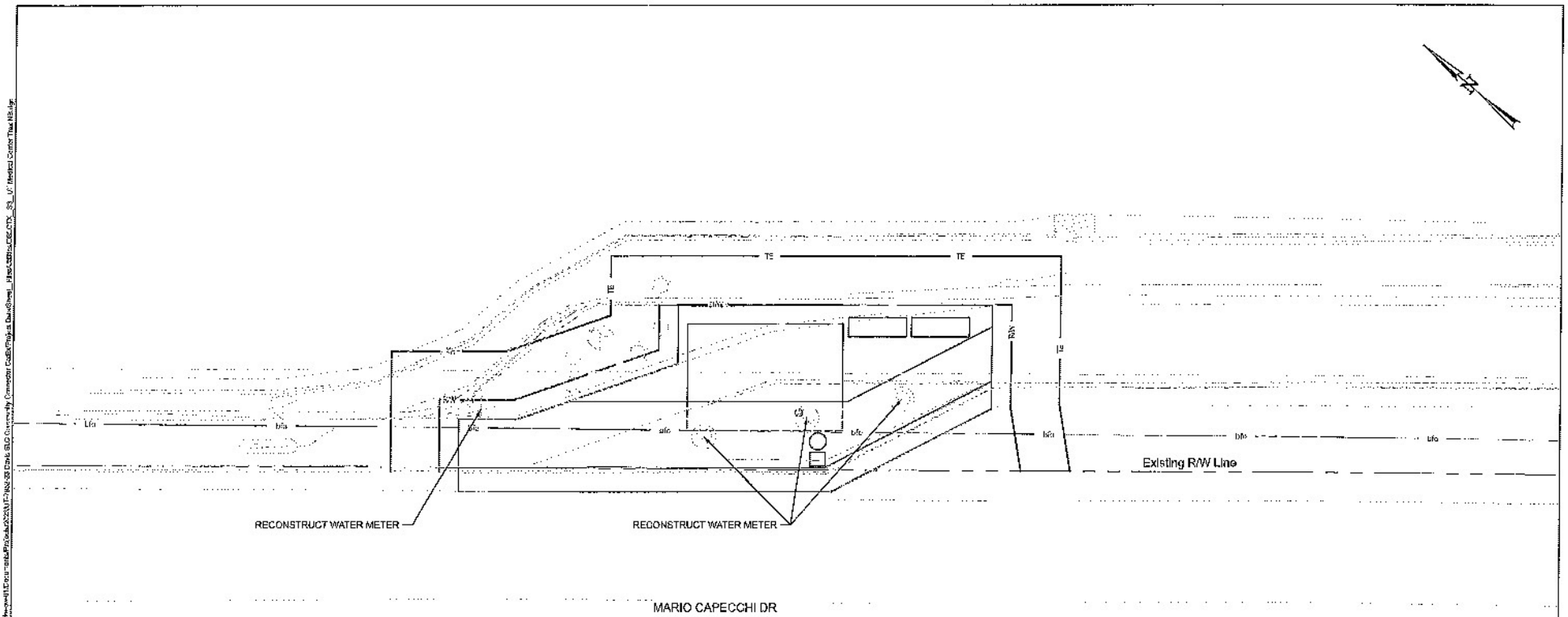
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	MEDICAL CENTER TRAX NB	Scale: 1:10	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CAD File/rmc	
Checked By: MSO	PLATFORM	Submittal Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03706VW	
		Alignment	Sheet No.: 07

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MEDICAL CENTER TRAX NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

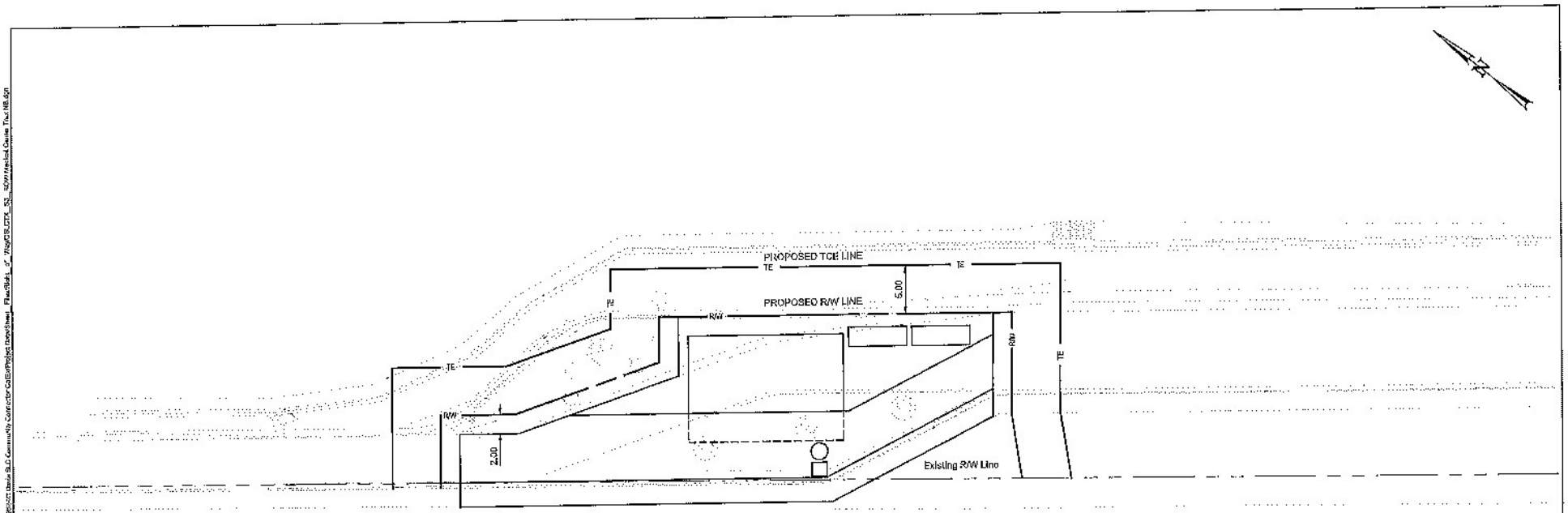
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: TBG	MEDICAL CENTER TRAX NB	Scale: 1:10	
Drafted By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: BJB	UTILITY	Submittal Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 07A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MEDICAL CENTER TRAX NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
MEDICAL CENTER TRAX NB	UNIVERSITY OF UTAH	836.44	499.61

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3176

Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: TBG	MEDICAL CENTER TRAX NB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	RIGHT-OF-WAY
Approved By:	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment:
Sheet No.: 078

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

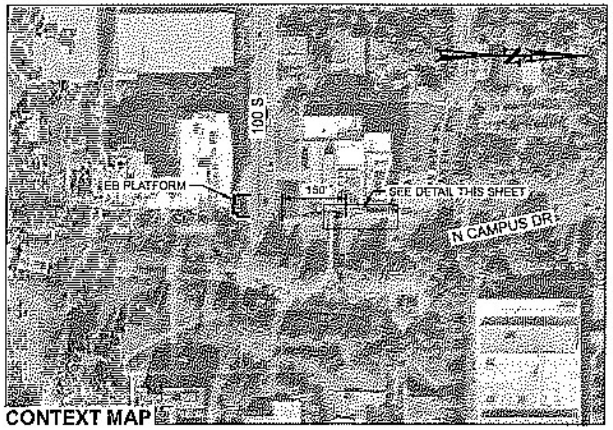


100 SOUTH / N CAMPUS DR WB PLATFORM PLAN

NOTES:

1. NO PROPOSED CONSTRUCTION ITEMS ARE INCLUDED. EXISTING AMENITIES TO REMAIN IN PLACE.

2. PROJECT BRANDING AND PLATFORM NAME SIGN ARE TO BE ADDED TO EXISTING SHELTER.



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
311 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

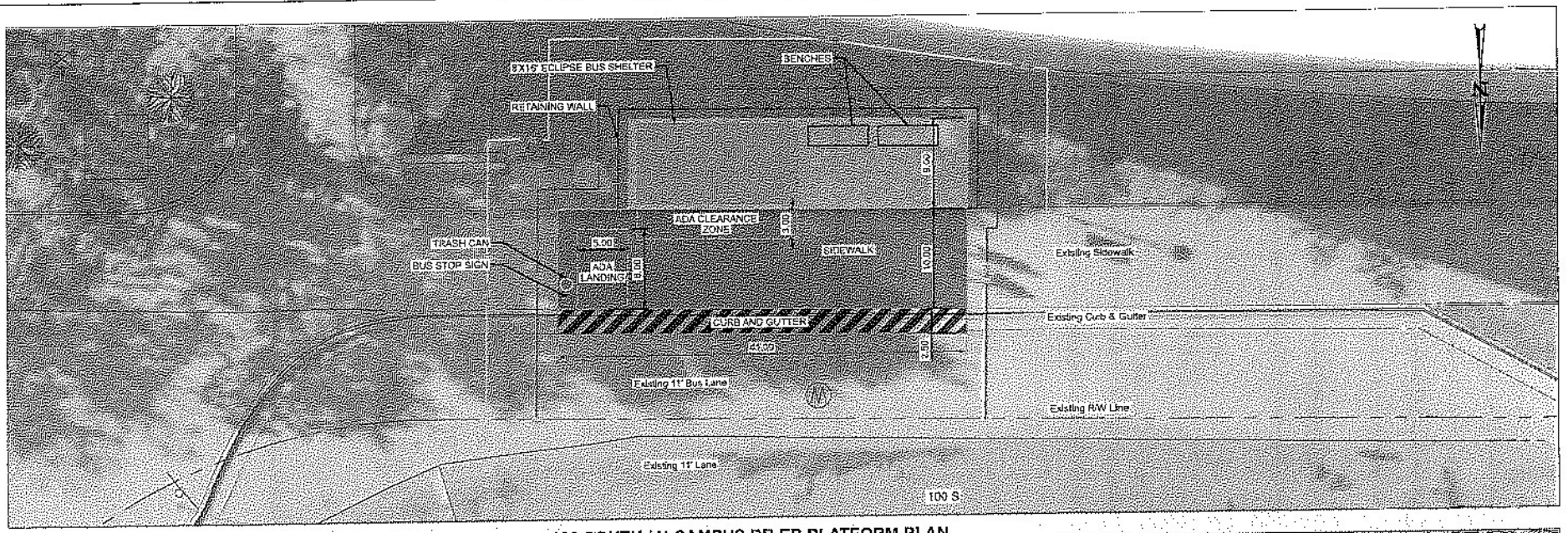
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

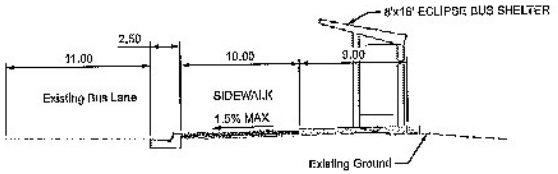
Designed By: TRG	100 SOUTH / N CAMPUS DR WB	Scale: 1:10	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: MSO	PLATFORM	Submittal Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03706/VW	
		Alignment:	Sheet No.: D6

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

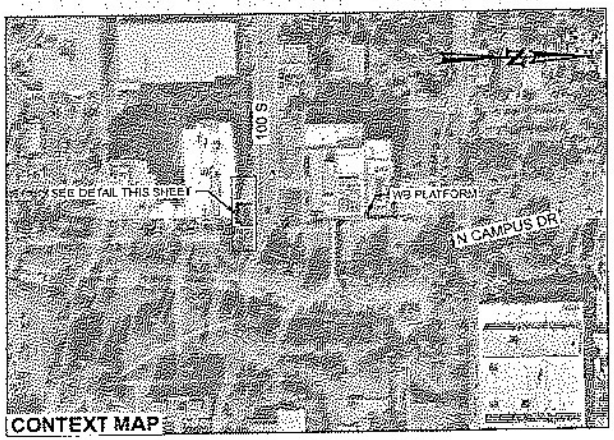


100 SOUTH / N CAMPUS DR EB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 800
Salt Lake City, Ut 84111
Phone: (385) 212-4176

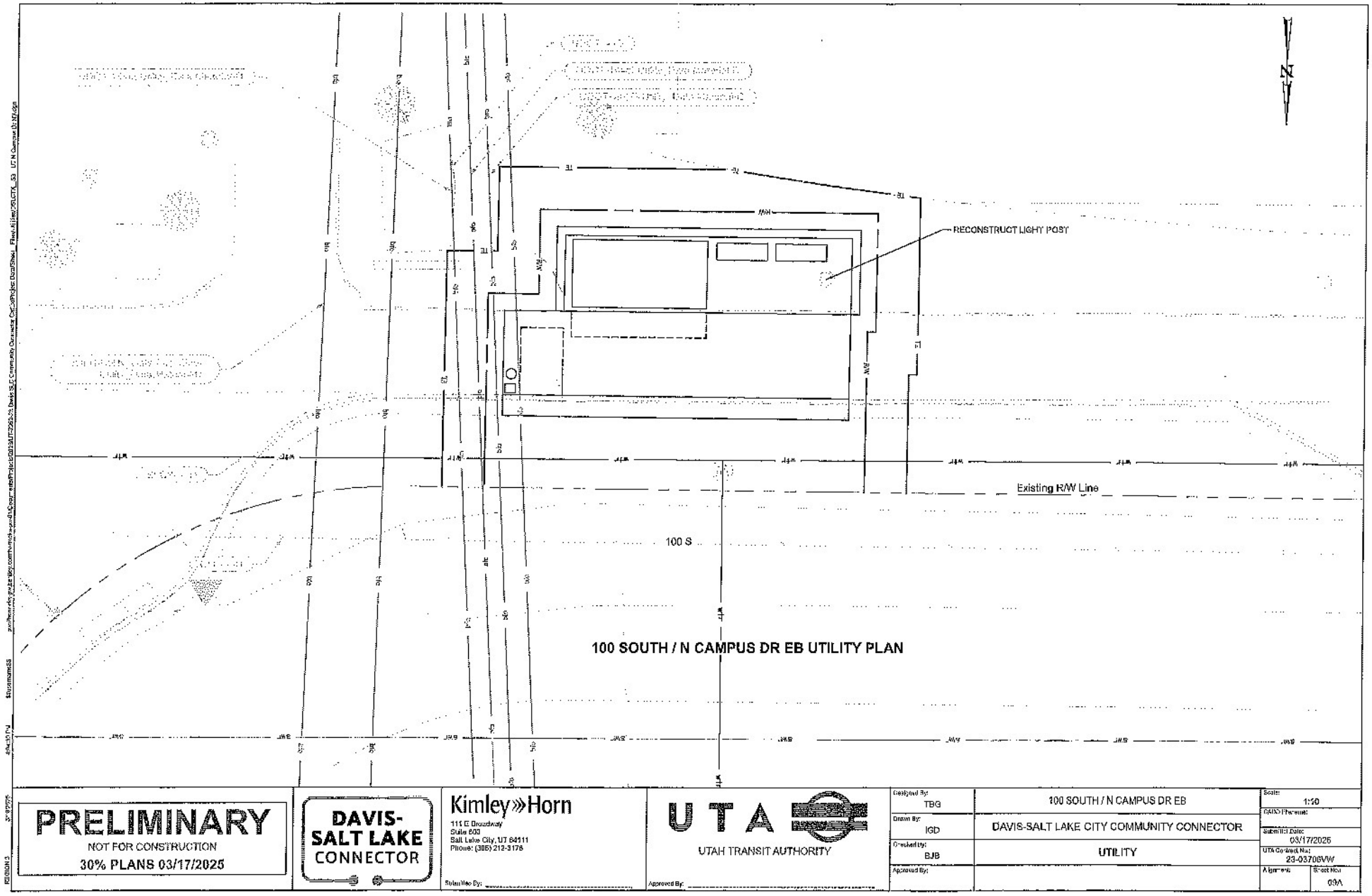
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	100 SOUTH / N CAMPUS DR EB	Scale: 1:10	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CAD ID Name:	
Checked By: BJH	PLATFORM	Submittal Date: 03/17/2026	
Approved By:		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 09

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

Submitted By:

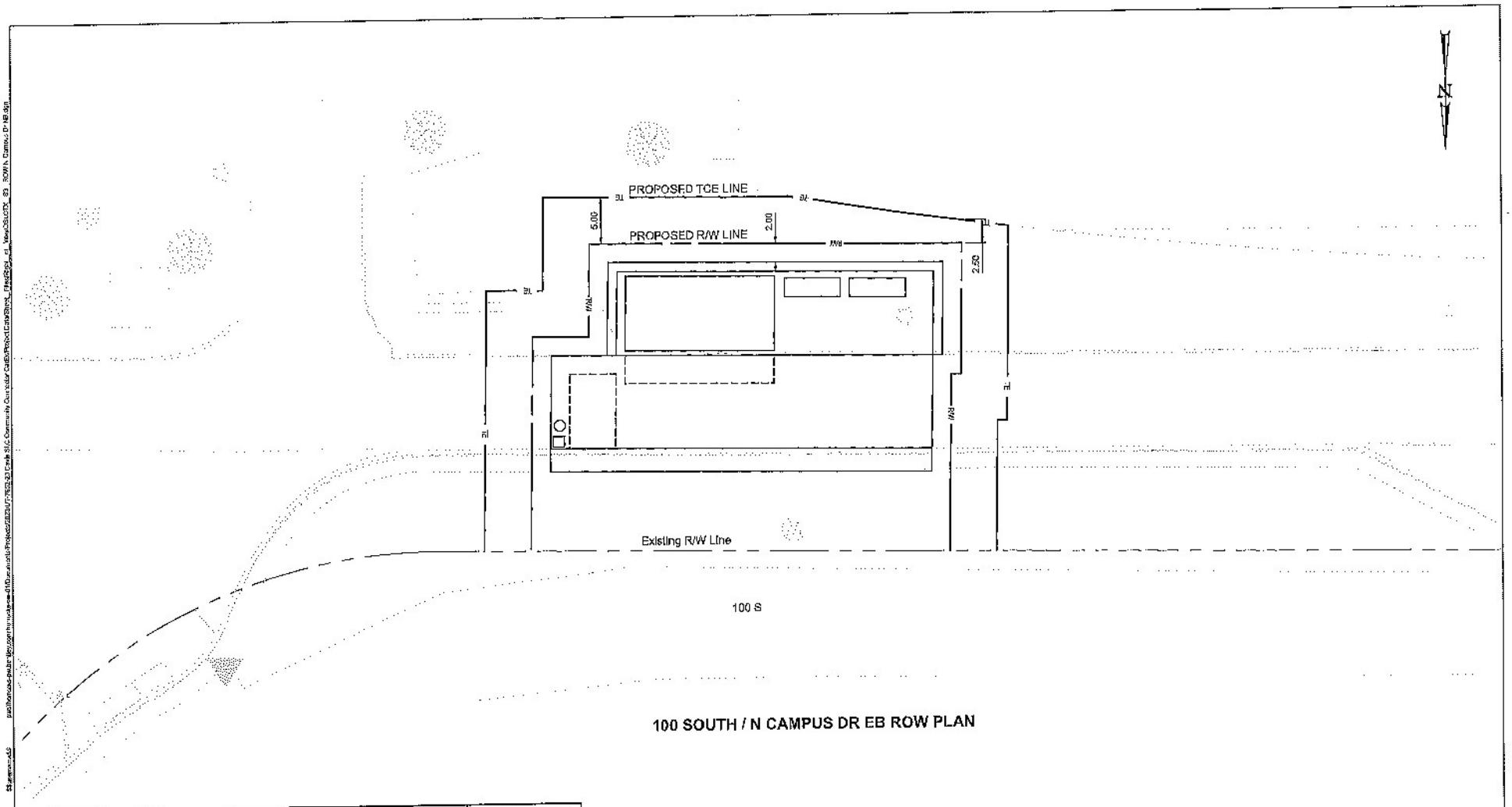
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	100 SOUTH / N CAMPUS DR EB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	UTILITY
Approved By:	

Scale: 1:10
QA/QC Performed:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment: Structure No.: 09A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



100 SOUTH / N CAMPUS DR EB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Foot)	Temporary Easement (Square Feet)
100 S/N CAMPUS DR EB	UNIVERSITY OF UTAH	1441	578

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

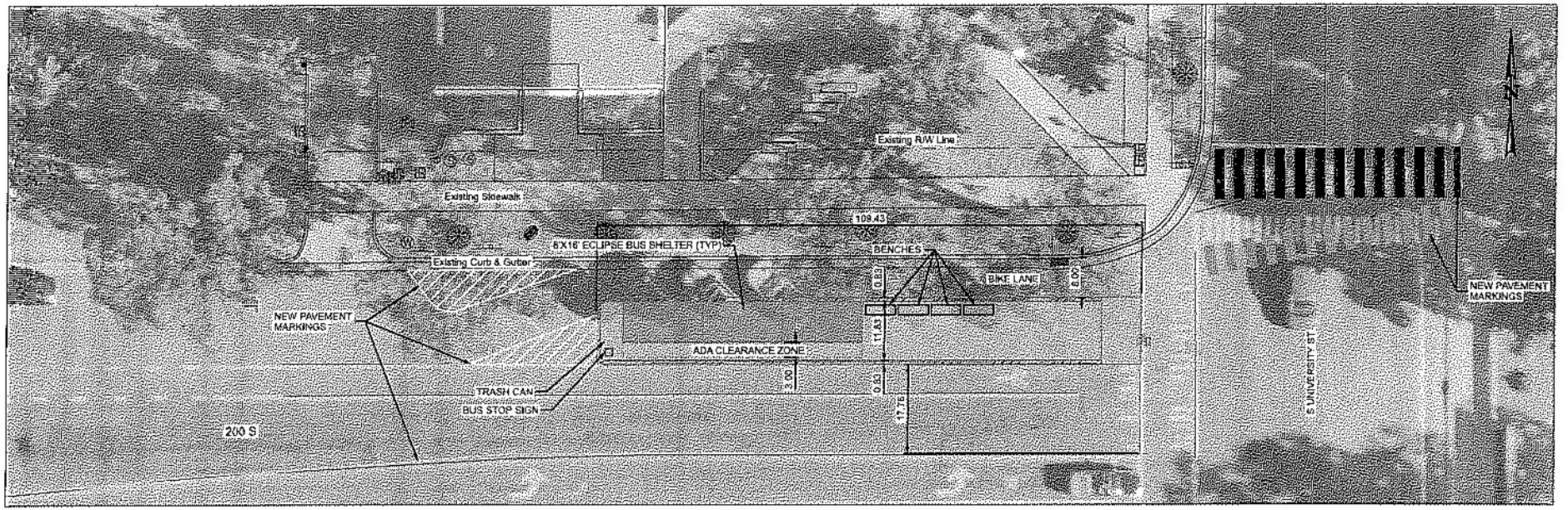
Kimley»Horn
111 E Broadway
Suite 800
Salt Lake City, UT 84111
Phone: (385) 212-3176

UTA
UTAH TRANSIT AUTHORITY

Designed By: TBG	100 SOUTH / N CAMPUS DR EB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	RIGHT-OF-WAY
Approved By:	

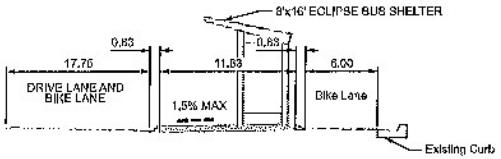
Scale: 1:50
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 09B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

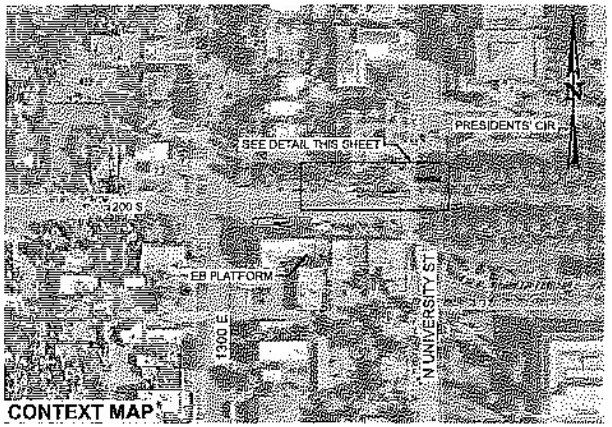


NOTES:

200 SOUTH / UNIVERSITY ST WB PLATFORM PLAN



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- F FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

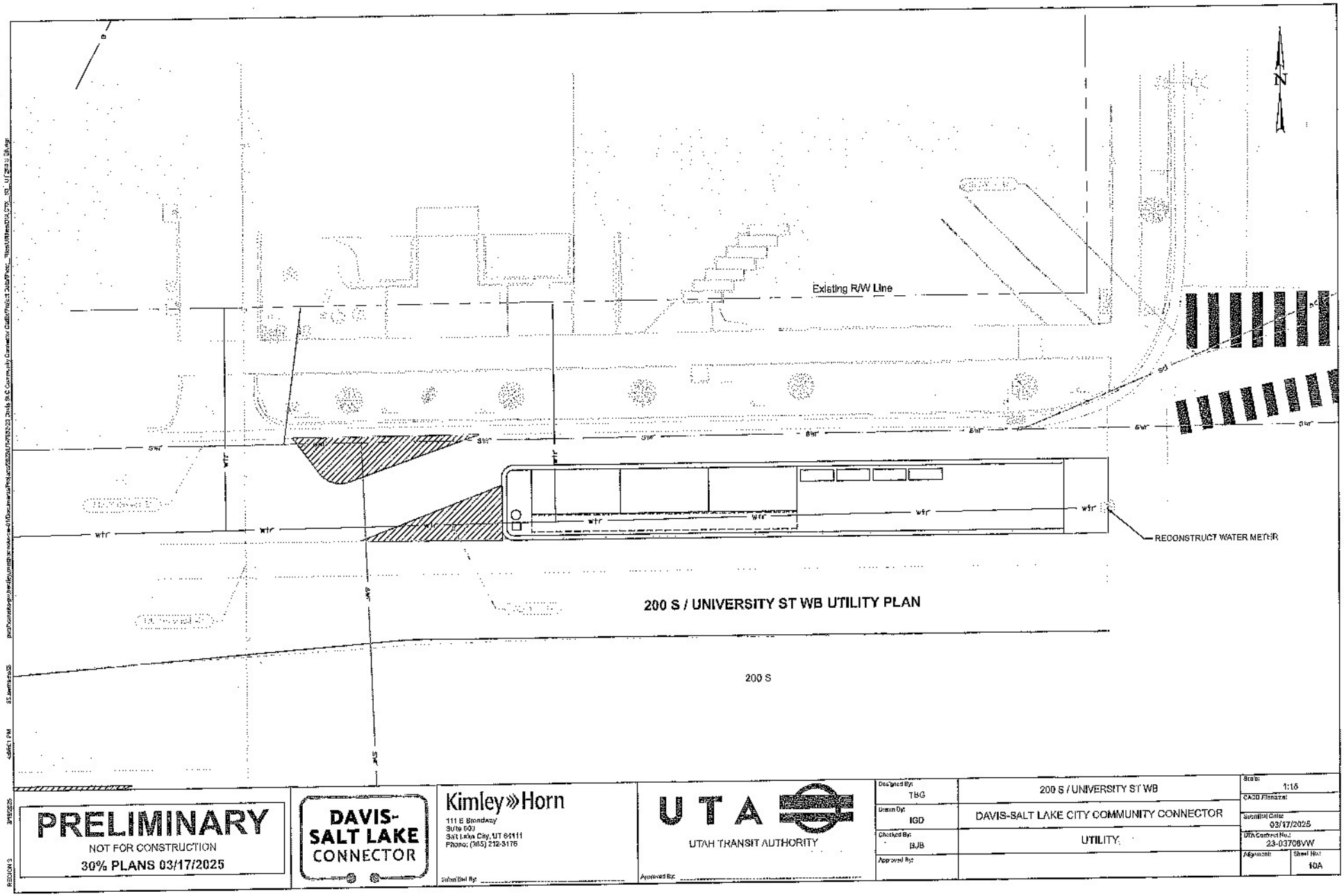
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

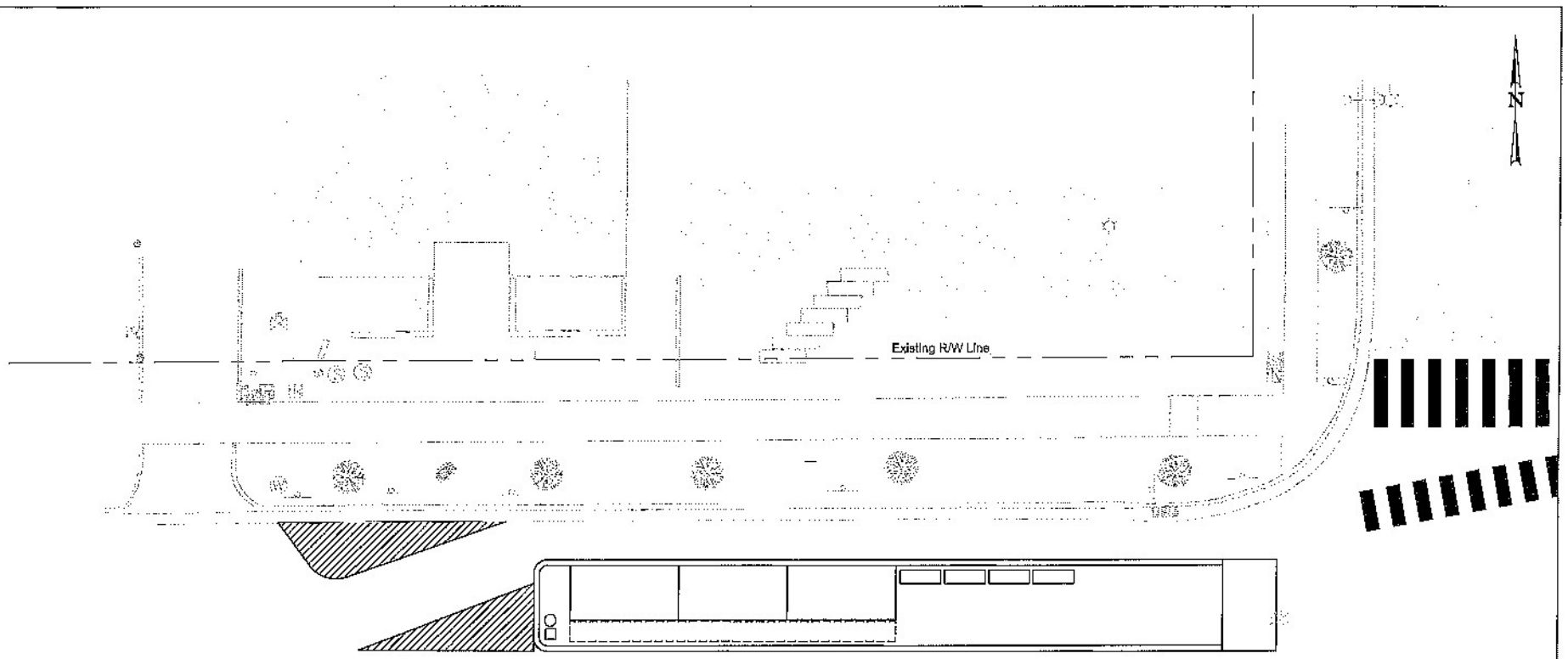
Approved By:

Designed By: TBG	200 SOUTH / UNIVERSITY ST WB	Scale: 1:20	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: BJB	PLATFORM	Submittal Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03708VW	
		Agreement:	Sheet No.: 10

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



200 SOUTH / UNIVERSITY ST WB ROW PLAN

200 S

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3176

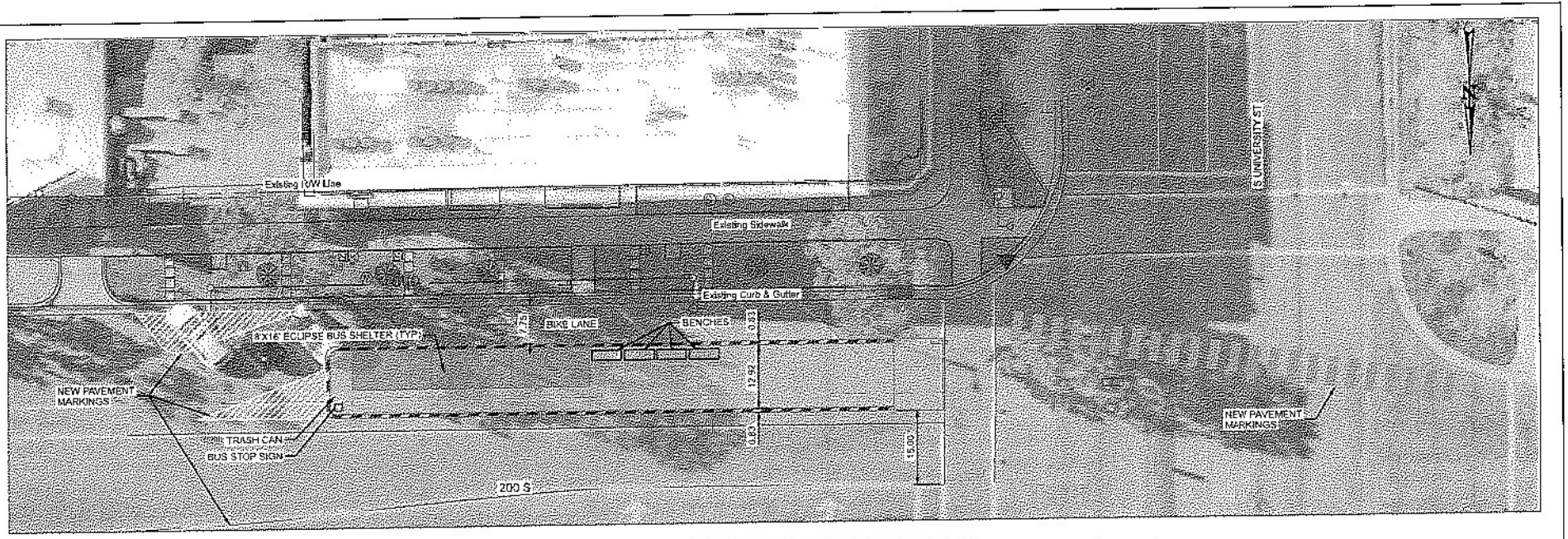
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

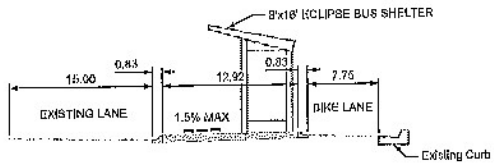
Designed By: TDG	200 SOUTH / UNIVERSITY ST WB	Scale: 1:16
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD File name:
Checked By: BJB	RIGHT-OF-WAY	Submittal Date: 03/17/2025
Approved By:		UTA Contract No.: 23-03706WW
		Alignment: / Sheet No.: 10B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

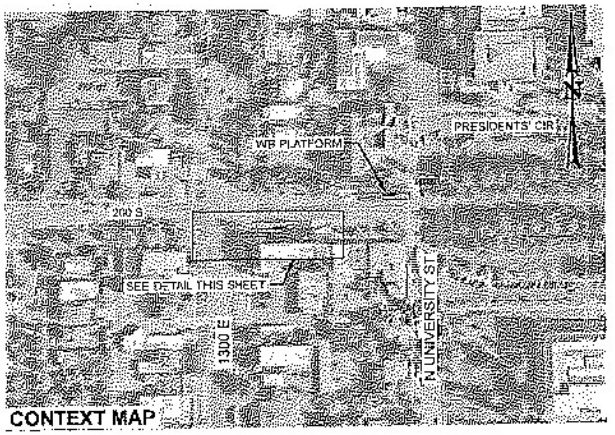


200 SOUTH / UNIVERSITY ST EB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FL FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 800
Salt Lake City, UT 84111
Phone: (385) 212-5178

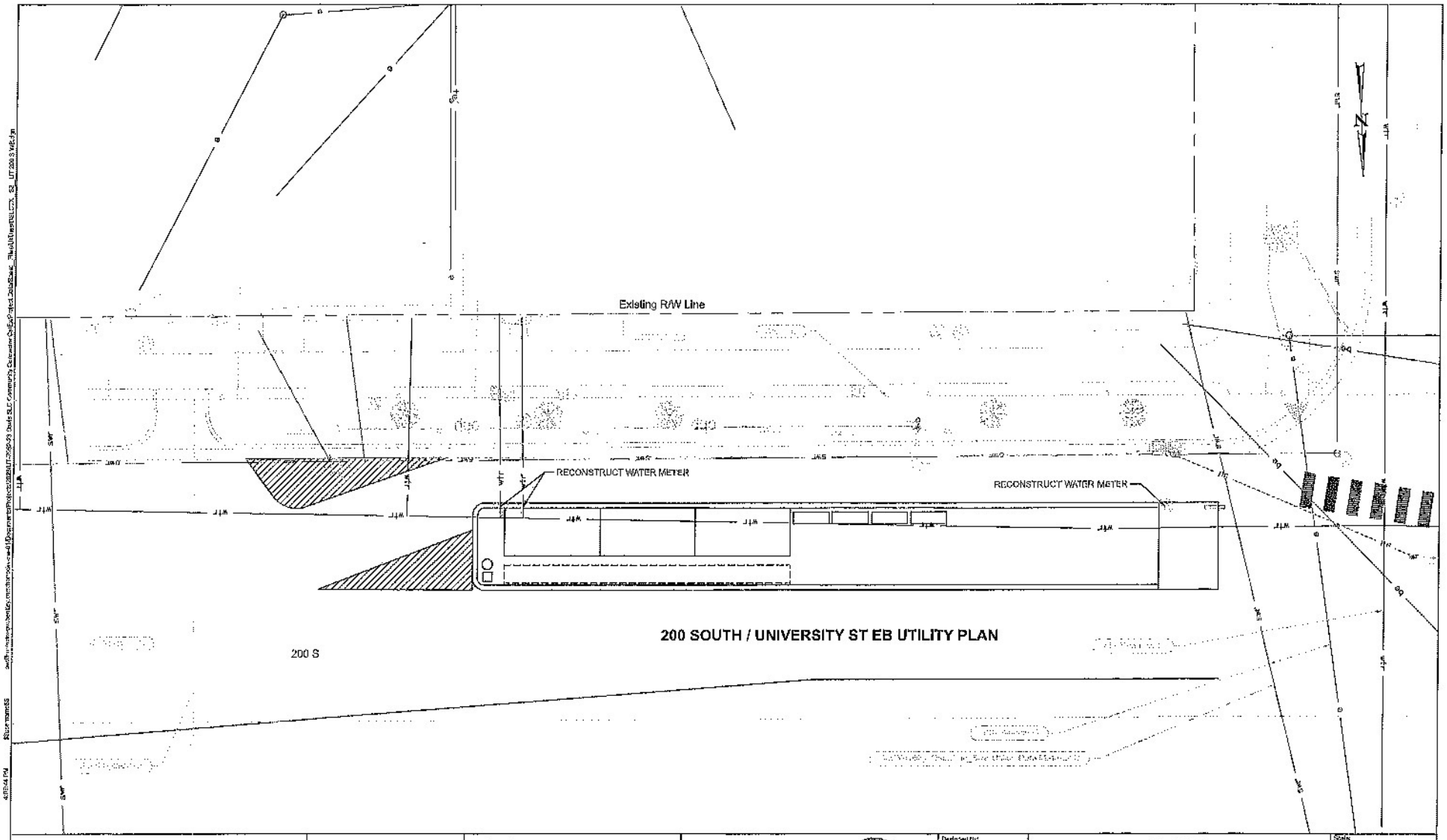
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	200 SOUTH / UNIVERSITY ST EB	Scale: 1:20	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: BJB	PLATFORM	Submittal Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 11

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

Submitted By:

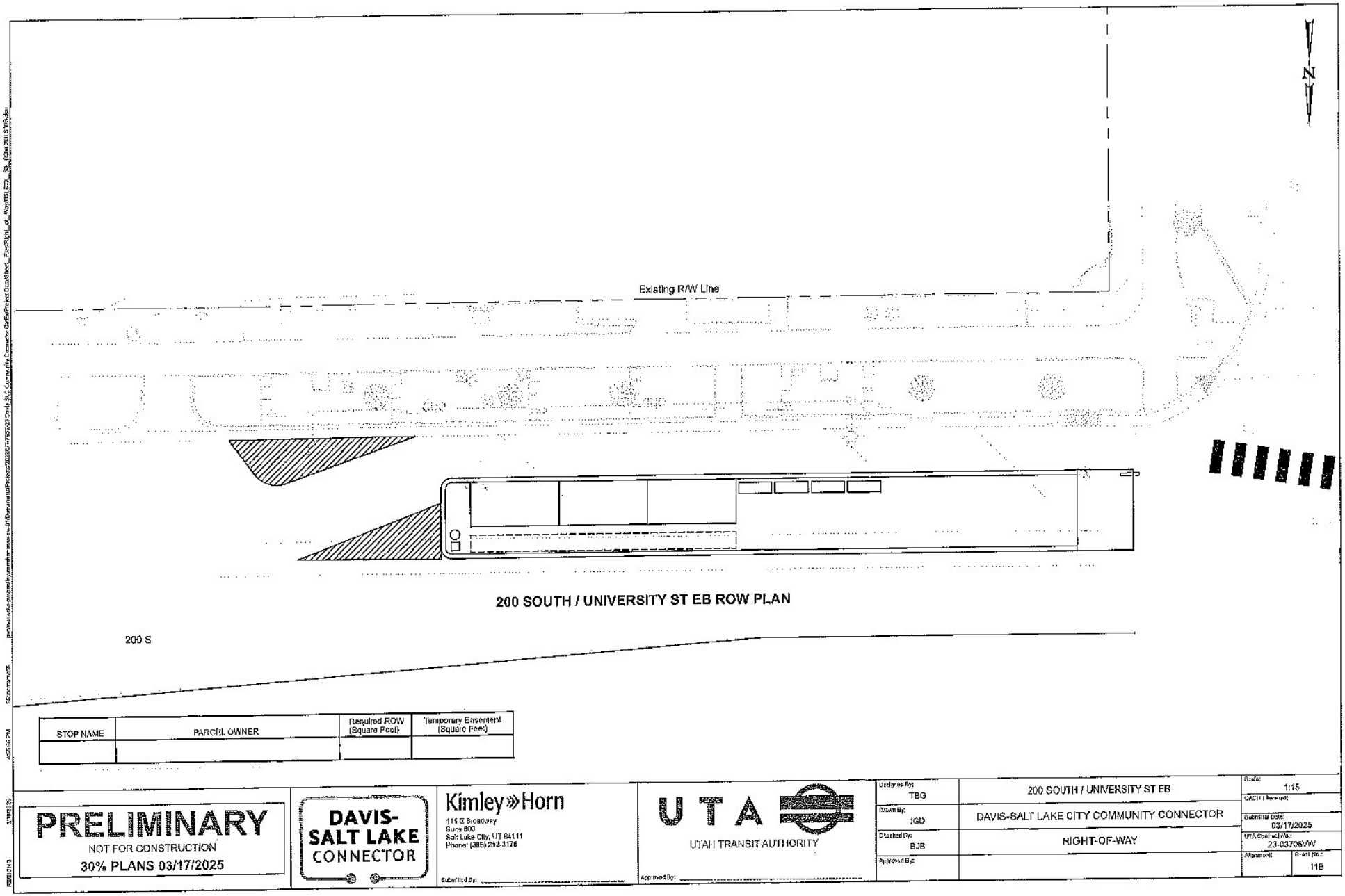
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBQ	200 SOUTH / UNIVERSITY ST EB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	UTILITY
Approved By:	

Scale: 1:15
CADD File name:
Submittal Date: 03/17/2026
UPA Contract No.: 23-03706VW
Alignment:
Sheet No.: 11A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
115 E Broadway
Suite 800
Salt Lake City, UT 84111
Phone: (385)212-3178

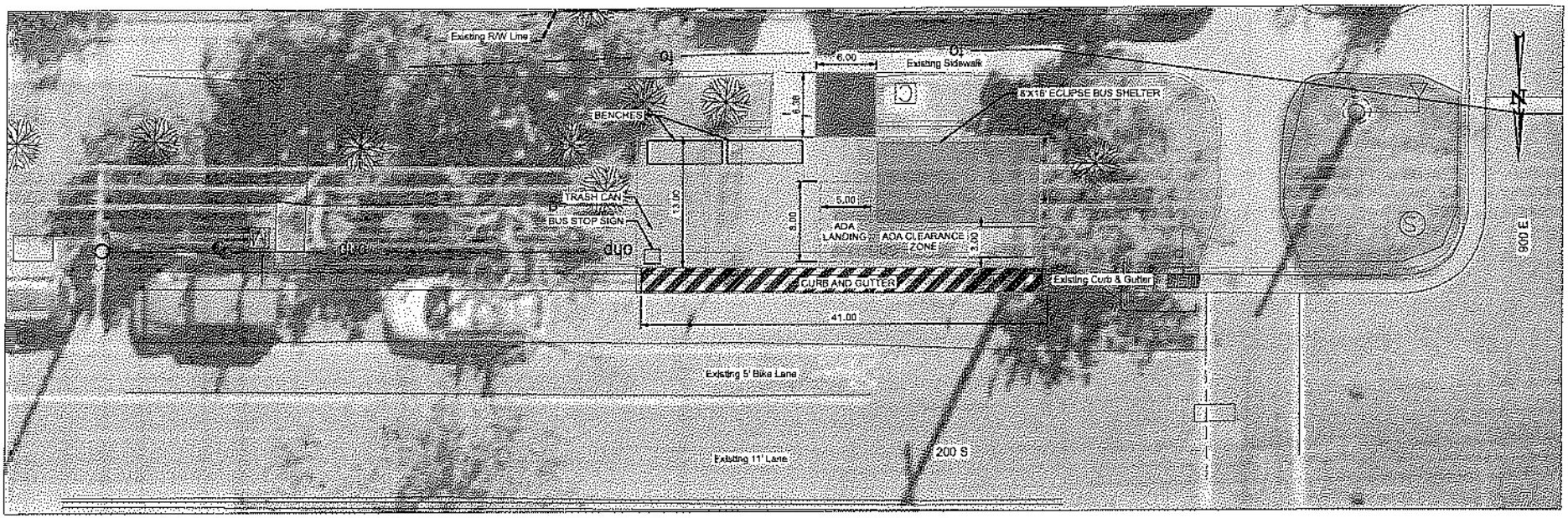
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

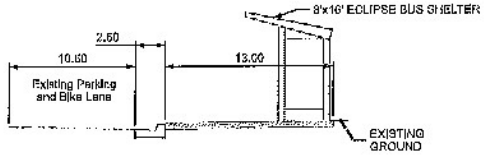
Designed By:	TBG	200 SOUTH / UNIVERSITY ST EB	Scale: 1:15
Drawn By:	IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	Submittal Date: 03/17/2025
Checked By:	BJB	RIGHT-OF-WAY	UTA Contract No.: 23-03706VW
Approved By:			Alignment: / Sheet No.: 11B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

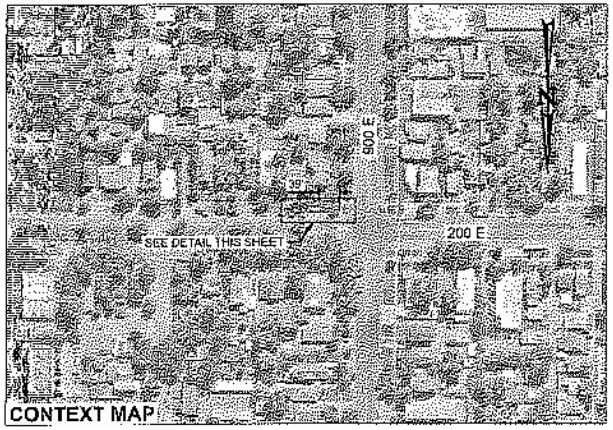


200 SOUTH / 900 EAST EB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3176

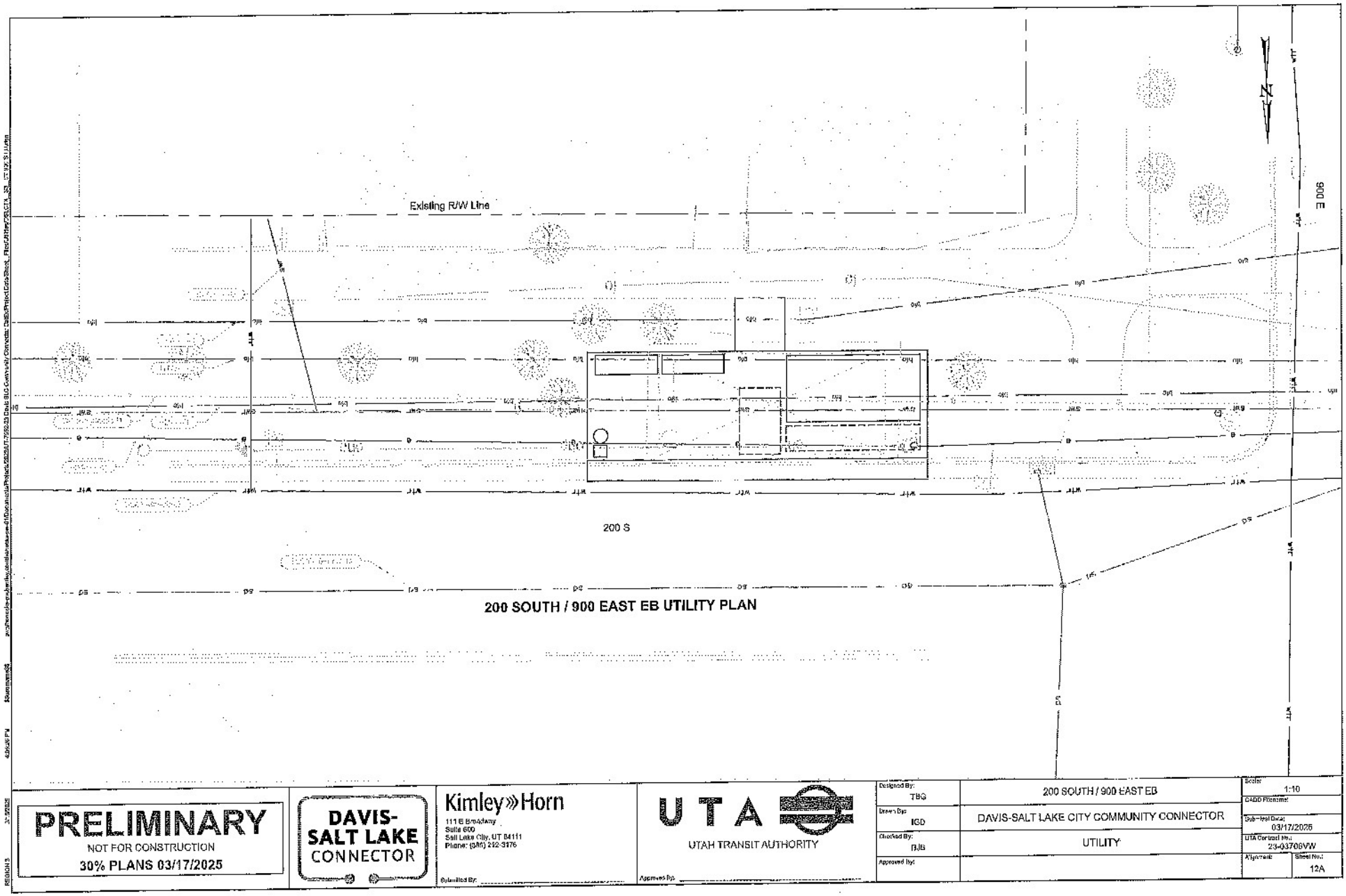
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	200 SOUTH / 900 EAST EB	Scale: 1:10	
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: MSO	PLATFORM	Submittal Date: 03/17/2025	
Approved By:		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 12

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



200 SOUTH / 900 EAST EB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 202-3176

Submitted By:

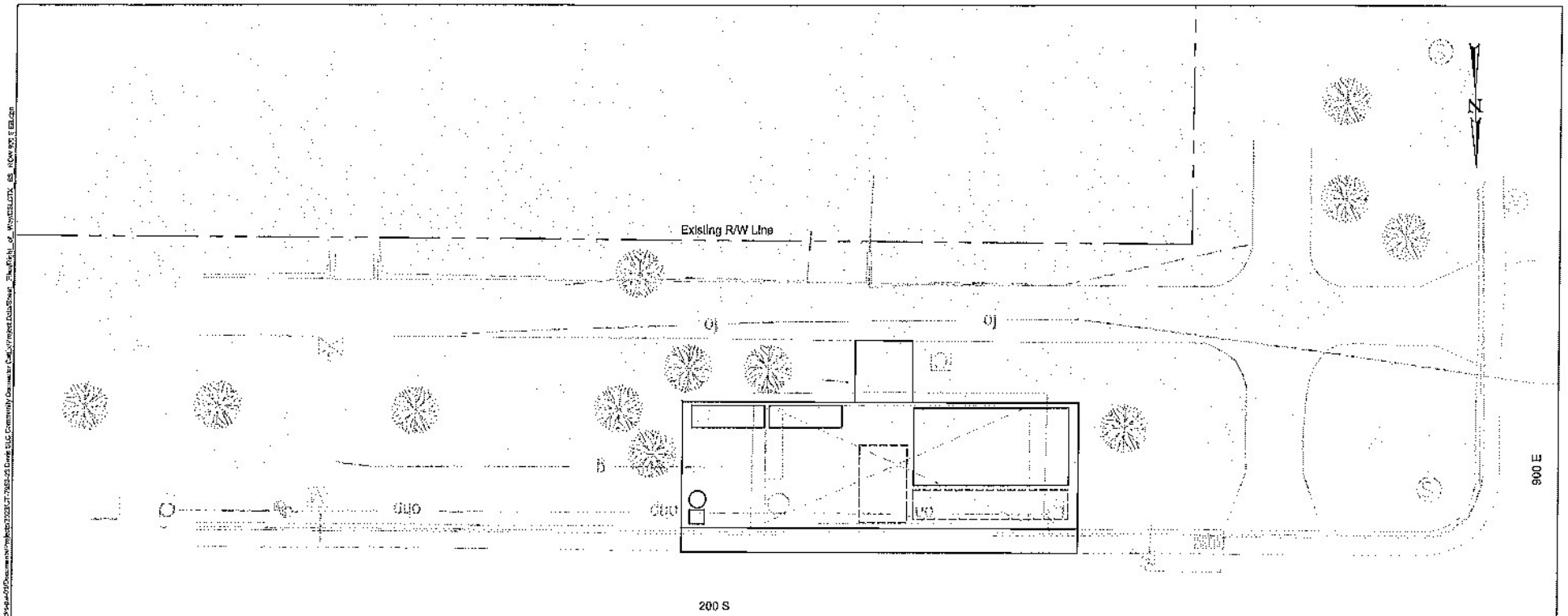
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	200 SOUTH / 900 EAST EB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	UTILITY
Approved By:	

Scale: 1:10
CADD Filename:
Sub-mittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 12A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



200 SOUTH / 900 EAST EB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3178

Submitted By: _____

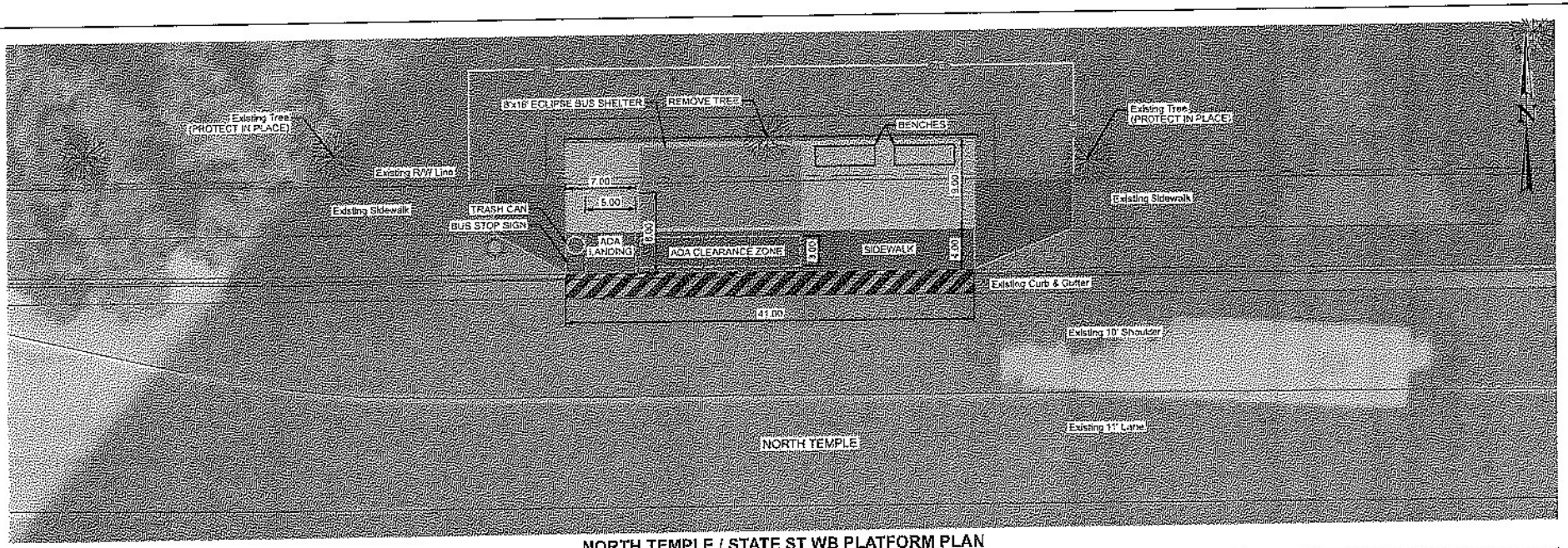
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: TBG	200 SOUTH / 900 EAST EB
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	RIGHT-OF-WAY
Approved By:	

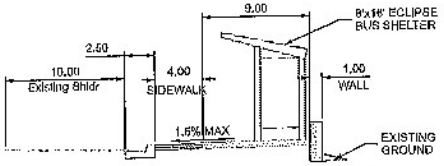
Scale: 1:10
CADD Filename:
Sub-Mittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 12R

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

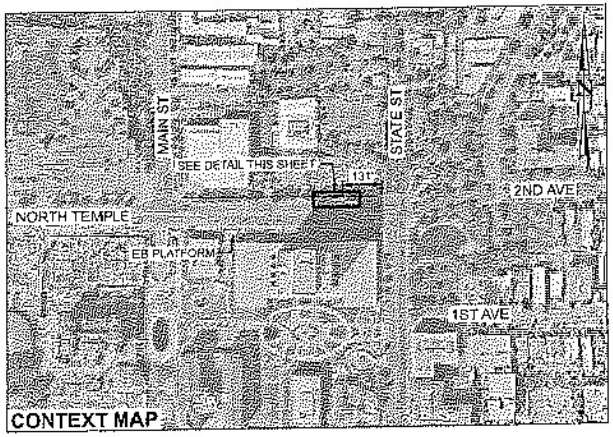


NORTH TEMPLE / STATE ST WB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

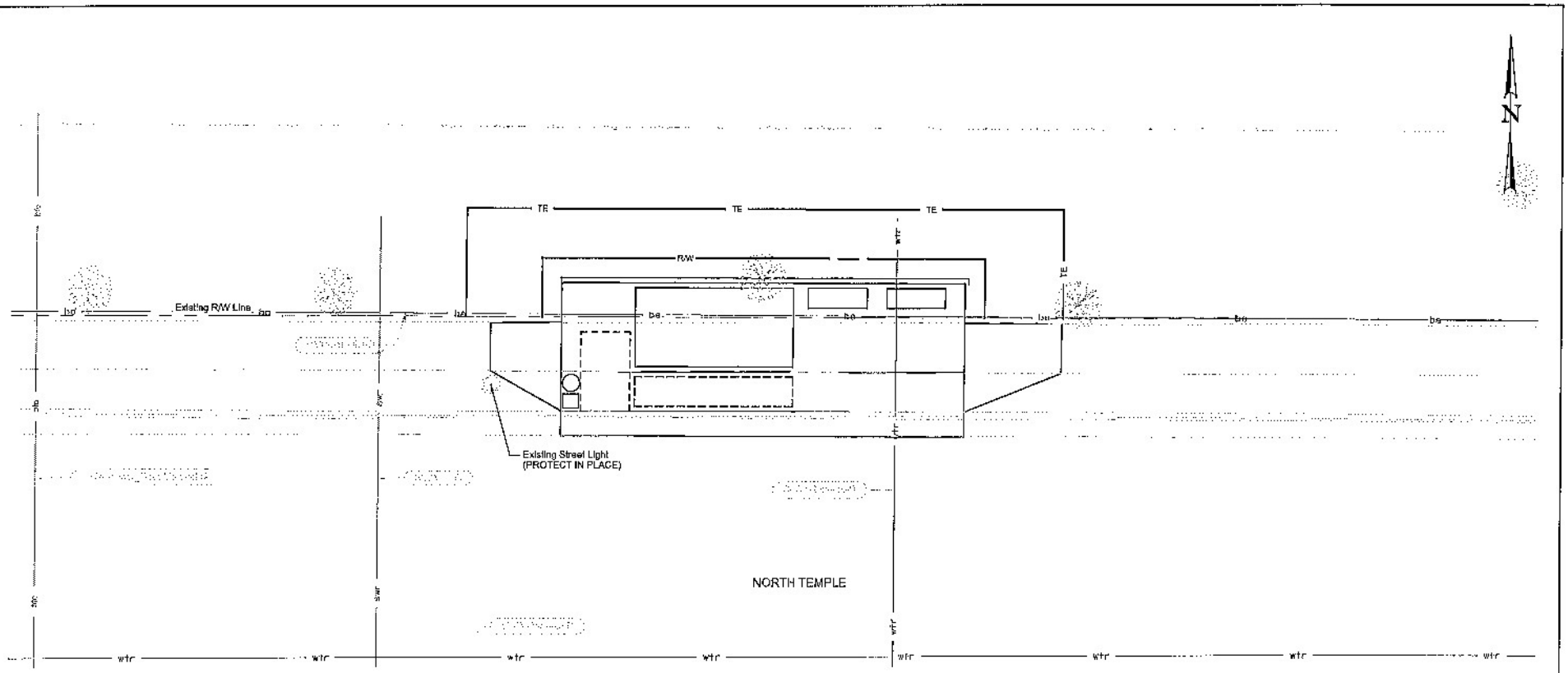
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE / STATE ST WB
Drawn By: SLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale: 1:10
CAD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 18

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE / STATE ST WB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

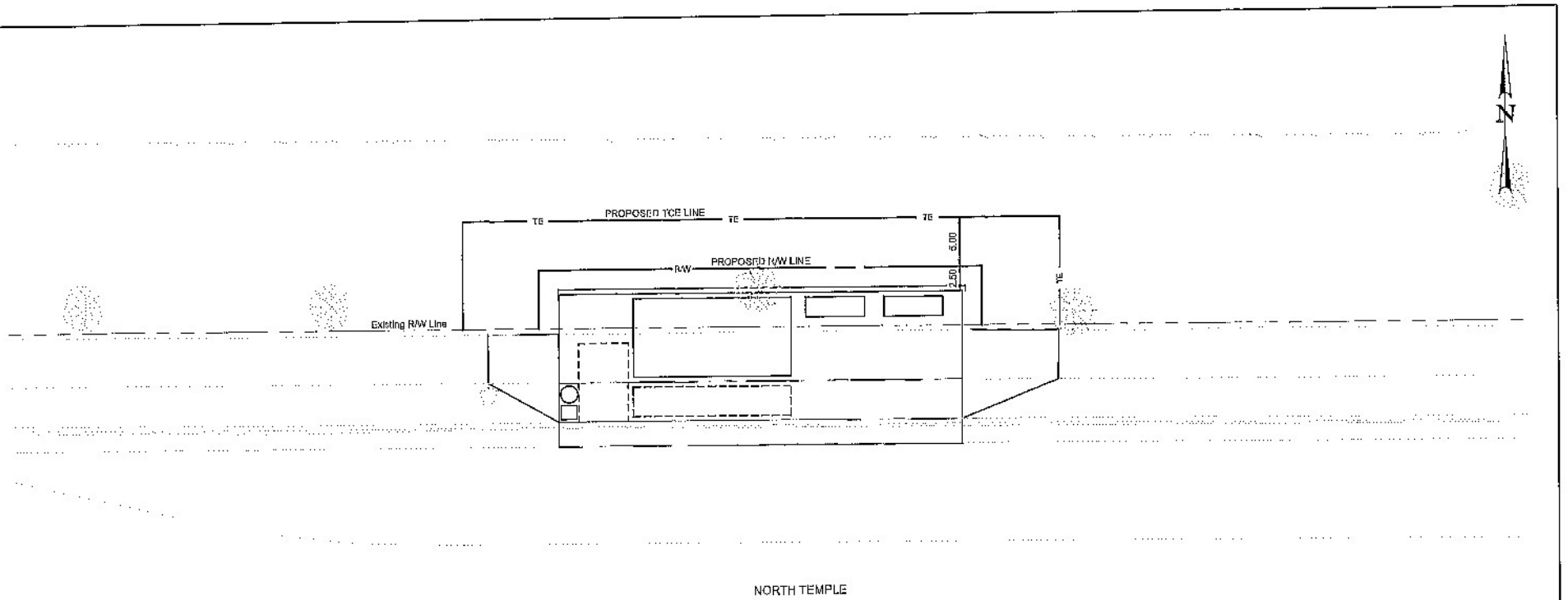
Submitted By:

UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE / STATE ST WB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	
Scale: 1:10	
CADD Filename:	
Submittal Date: 03/17/2026	
UTA Contract No.: 23-03706VW	
Alignment:	Sheet No.: 18A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE / STATE ST WB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
NORTH TEMPLE / STATE ST WB	CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	269	397

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

UTA
UTAH TRANSIT AUTHORITY

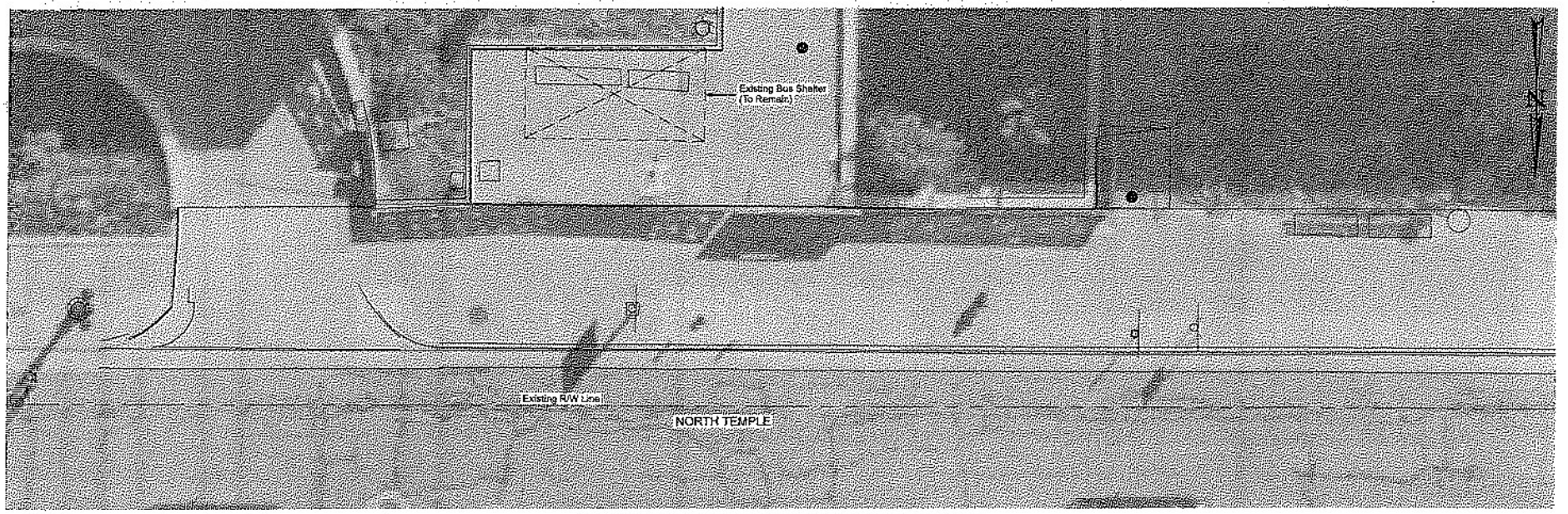
Approved By:

Designed By:	MSO
Drawn By:	SLA
Checked By:	CHP
Approved By:	XXX

NORTH TEMPLE / STATE ST WB
DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
RIGHT-OF-WAY

Scale:	1:10
DWG Filename:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	
Sheet No.:	130

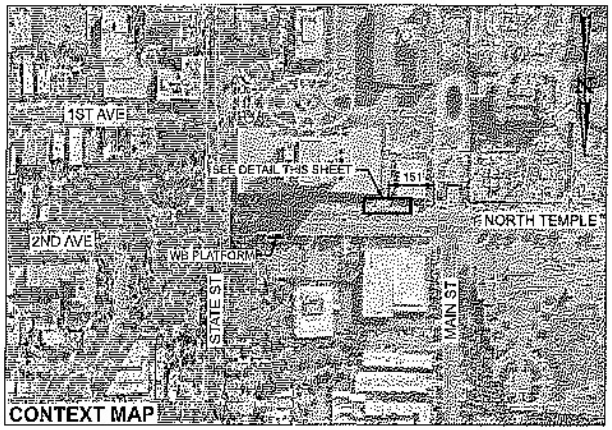
Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE / STATE ST EB PLATFORM PLAN

NOTES:

1. NO PROPOSED CONSTRUCTION ITEMS ARE INCLUDED. EXISTING AMENITIES TO REMAIN IN PLACE.
2. PROJECT BRANDING AND PLATFORM NAME SIGN ARE TO BE ADDED TO EXISTING SHELTER.



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

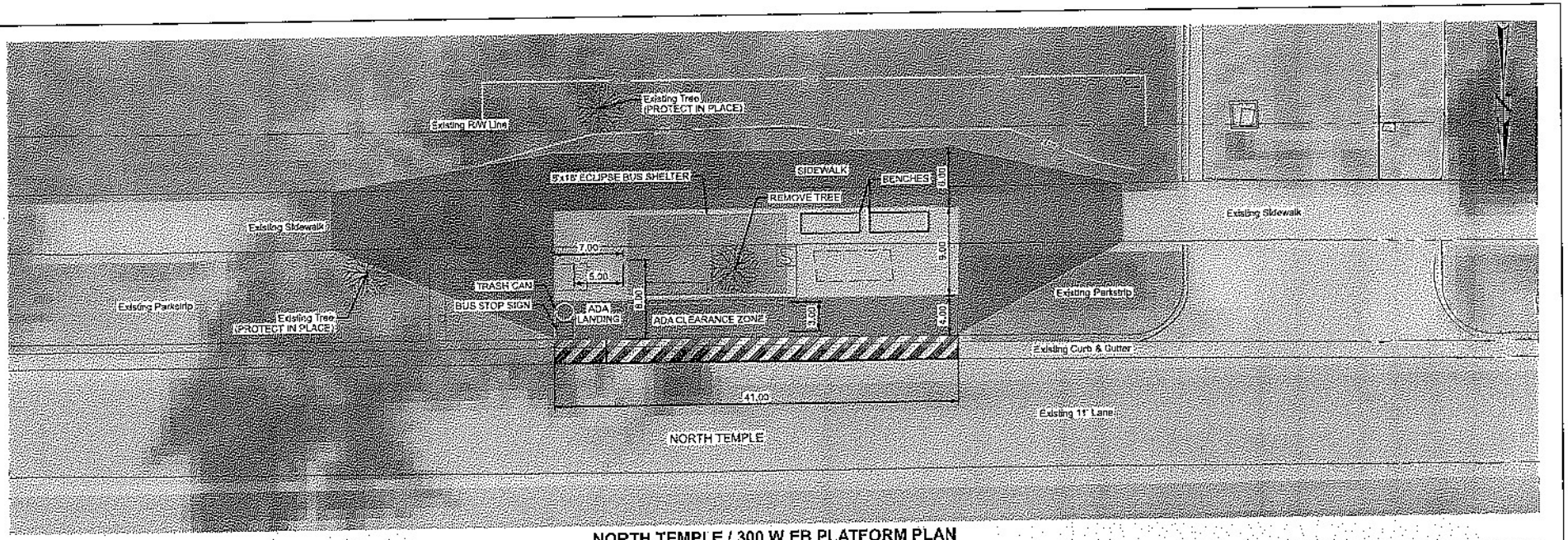
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

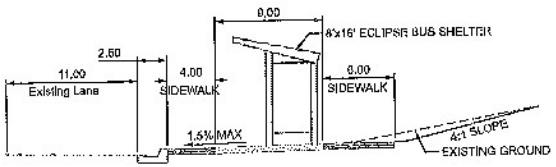
Designed By: MSO	NORTH TEMPLE / STATE ST EB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2026	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 14

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

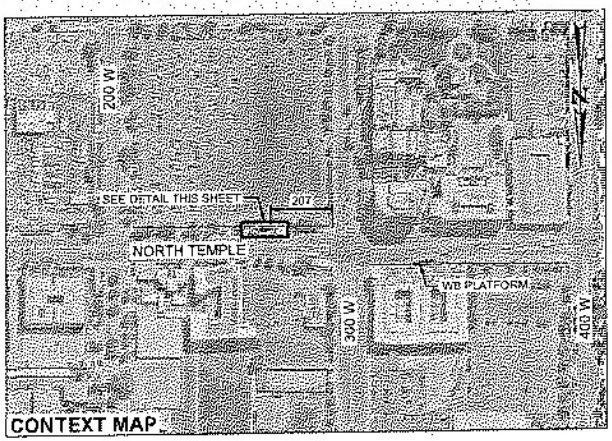


NORTH TEMPLE / 300 W EB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

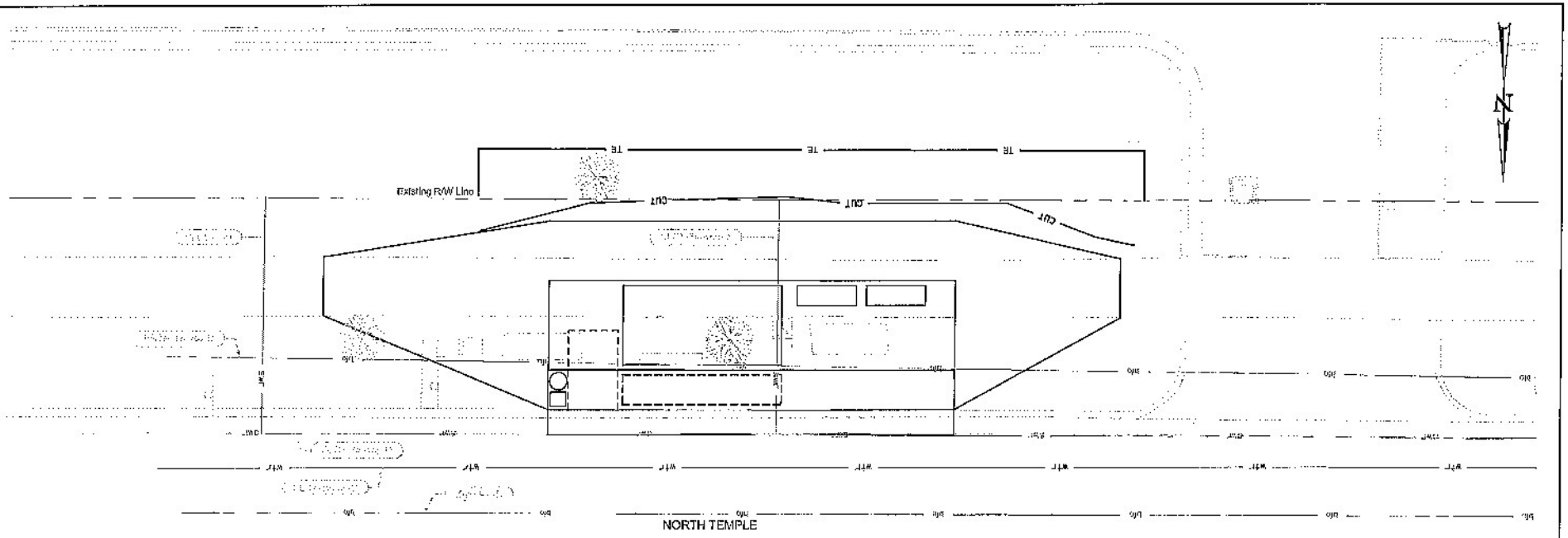
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE / 300 W EB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale: 1:10
CADD Filename:
Sub-mittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 15

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE / 300 W EB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

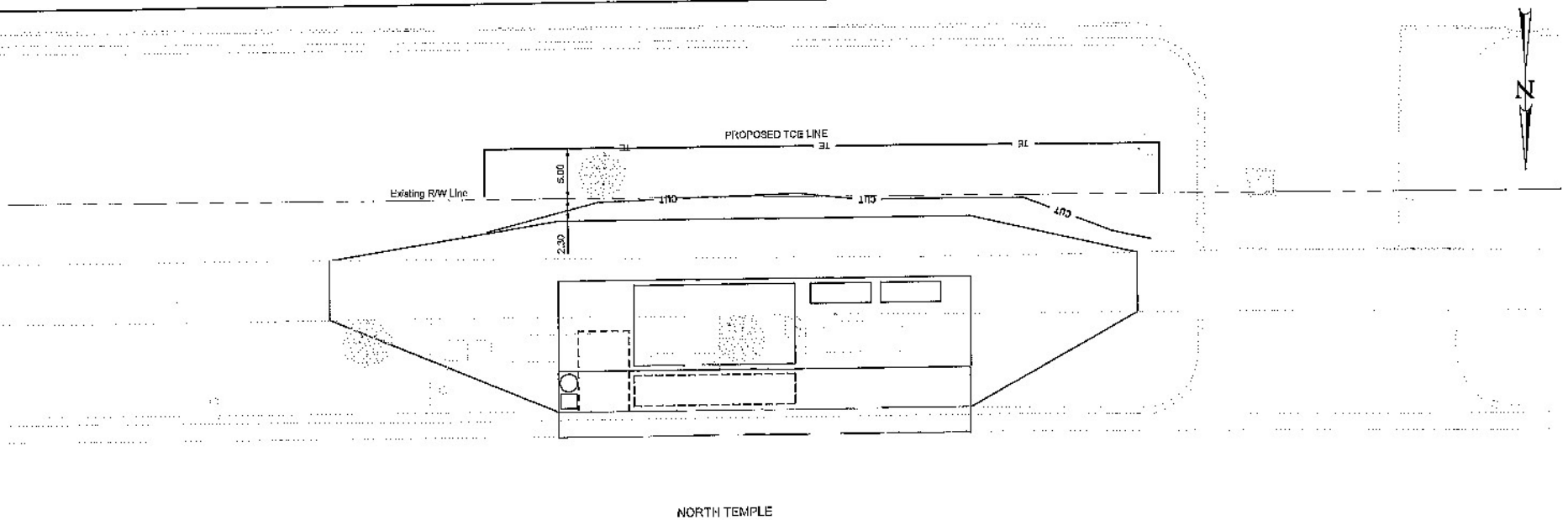
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE / 300 W EB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment:
Sheet No.: 16A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE / 300 W EB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
NORTH TEMPLE / 300 W EB	PROPERTY RESERVE INC	-	468

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

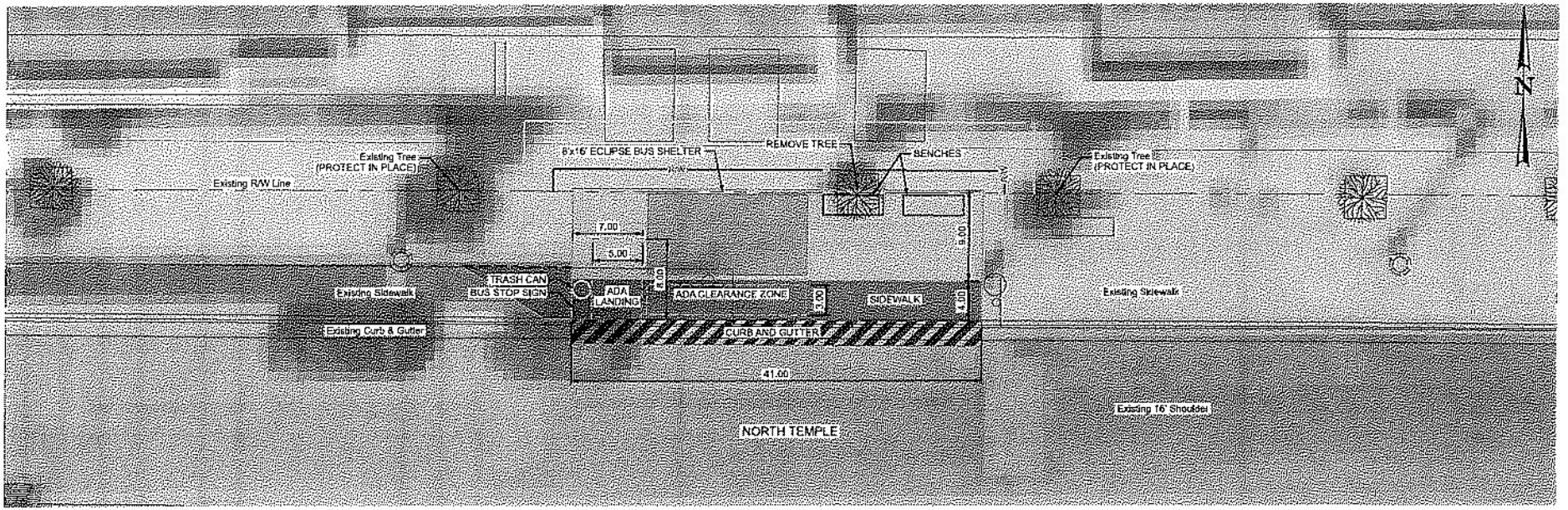
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE / 300 W EB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

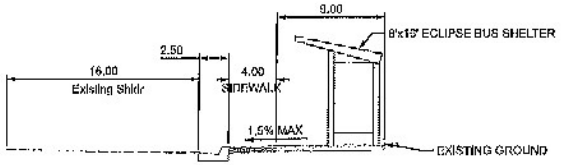
Scales: 1:10
GADD Elevation:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03700WW
Alignment:
Sheet No.: 15B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

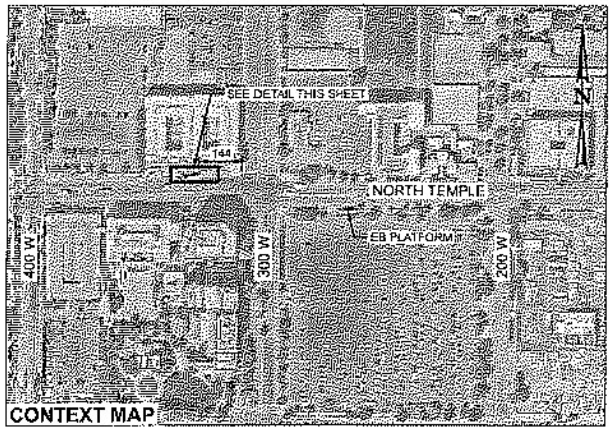


NORTH TEMPLE / 300 W WB PLATFORM PLAN

NOTES;



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND;

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted by: _____

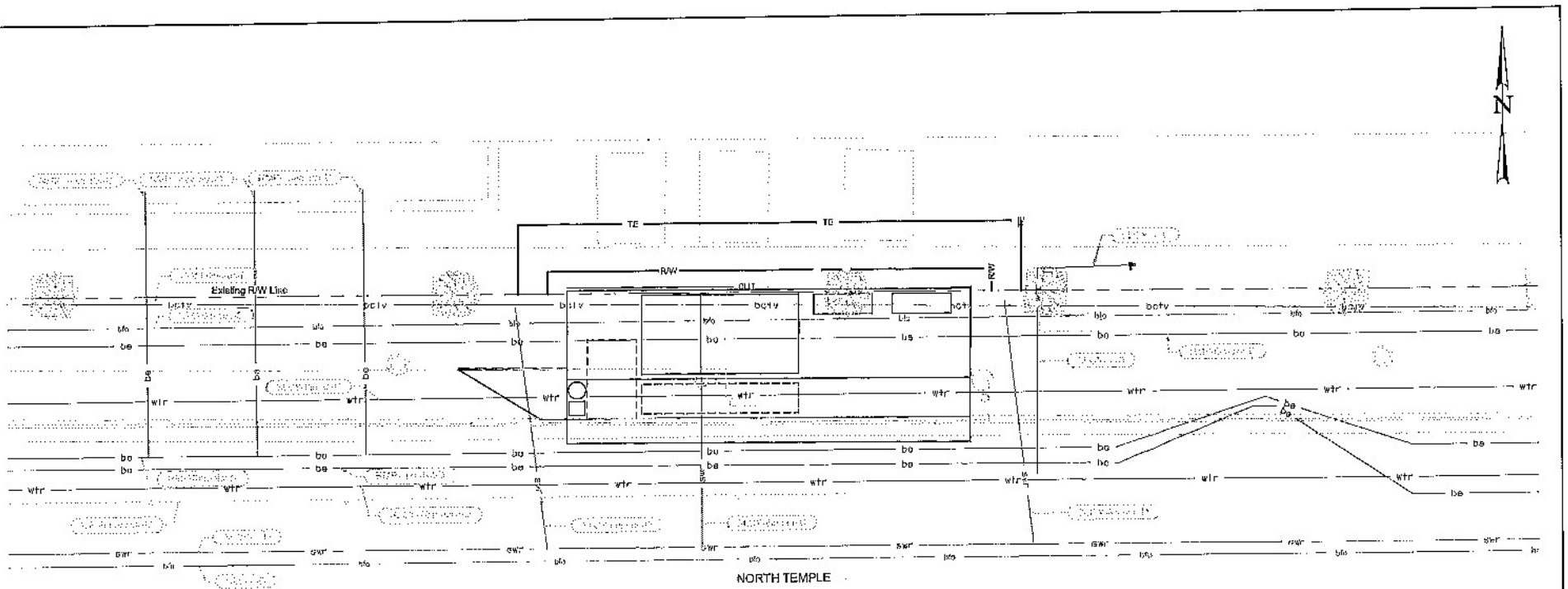
UTA
UTAH TRANSIT AUTHORITY

Approved by: _____

Designed By: MSO	NORTH TEMPLE / 300 W WB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale: 1:10
DABD Reference:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment:
Sheet No.: 16

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE / 300 W WB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

UTA
UTAH TRANSIT AUTHORITY

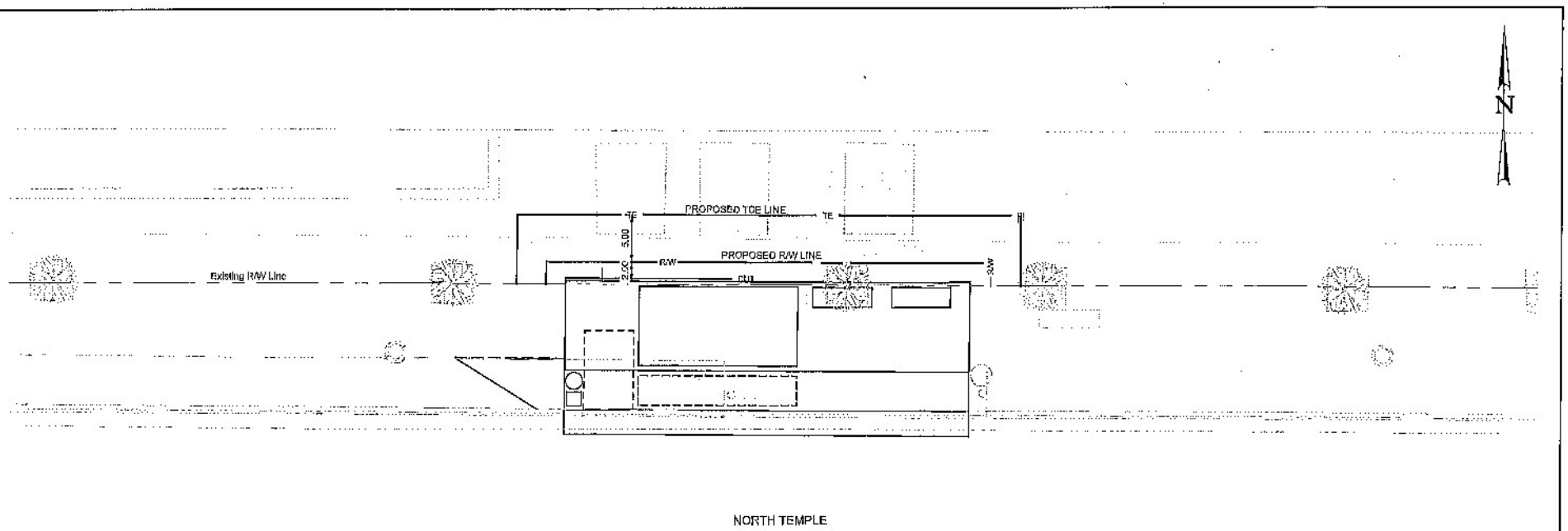
Approved By:

Designed By: MSO	NORTH TEMPLE / 300 W WB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: GHP	UTILITY
Approved By: XXX	

Scale: 1:10
UTA Project #:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 16A

REGION 3

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE / 300 W WB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
NORTH TEMPLE / 300 W WB	NORTH TEMPLE ENTERPRISES, LLC	102	255

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

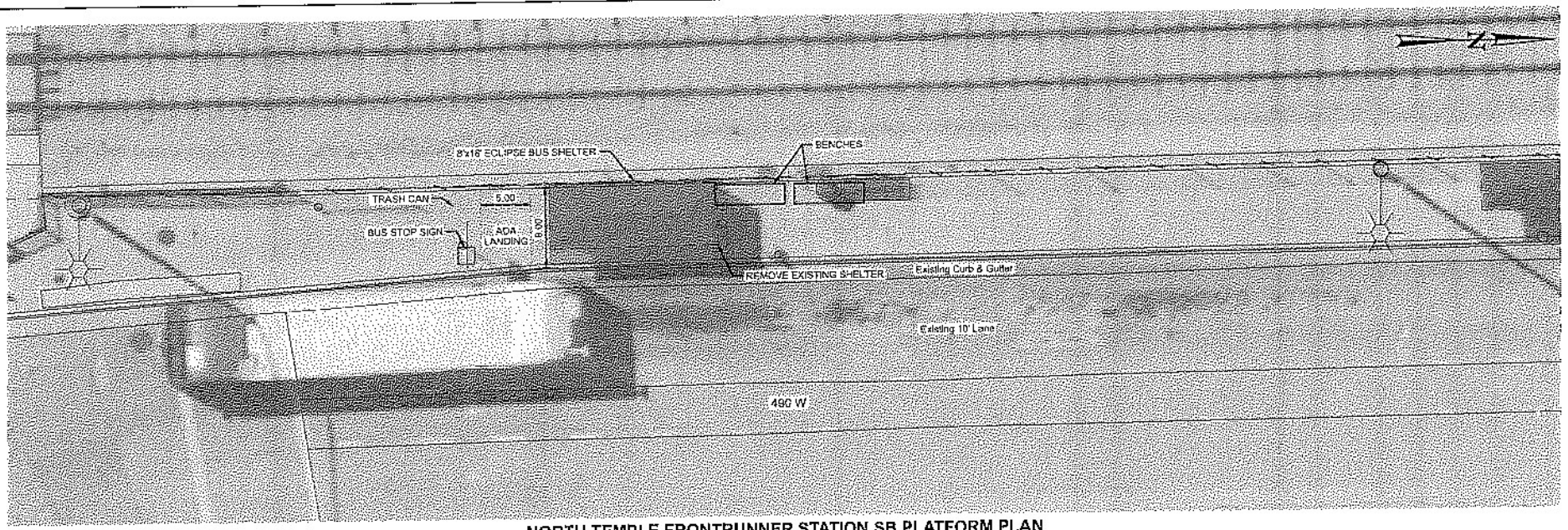
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE / 300 W WB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

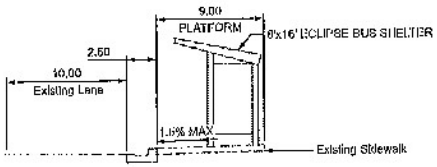
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03705VW
Alignment:
Sheet No.: 16B

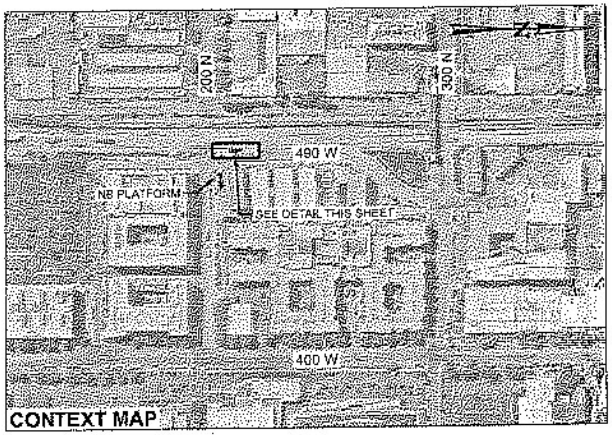
Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE FRONTRUNNER STATION SB PLATFORM PLAN

NOTES:





CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

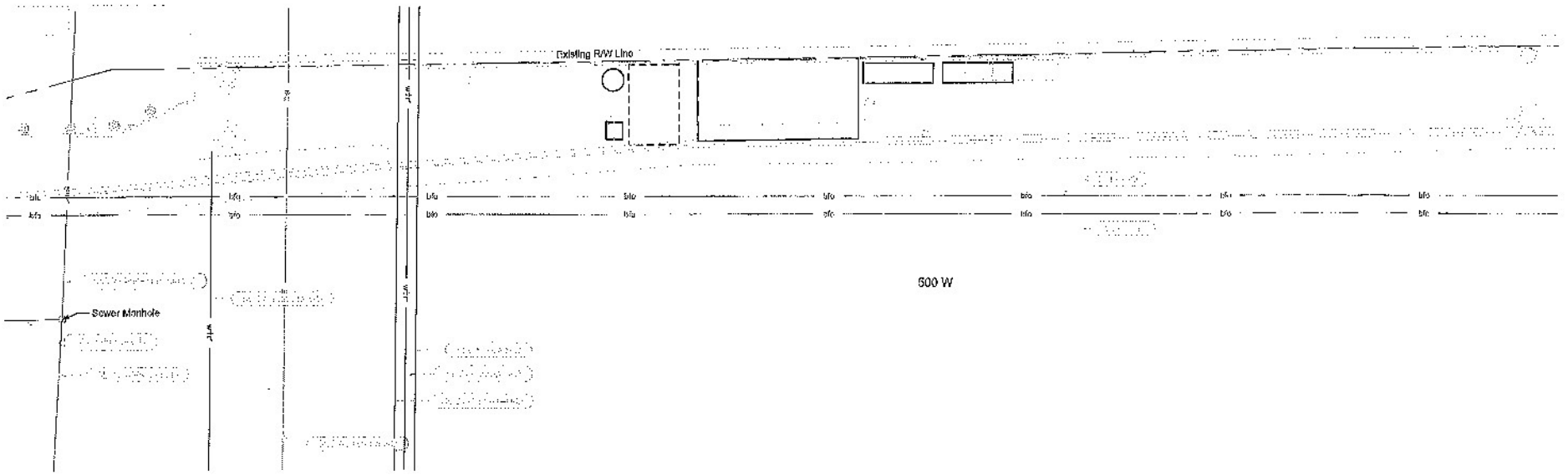
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE FRONTRUNNER STATION SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale:	1:10
CADD File/Type:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	Sheet No.: 17

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE FRONTRUNNER STATION SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

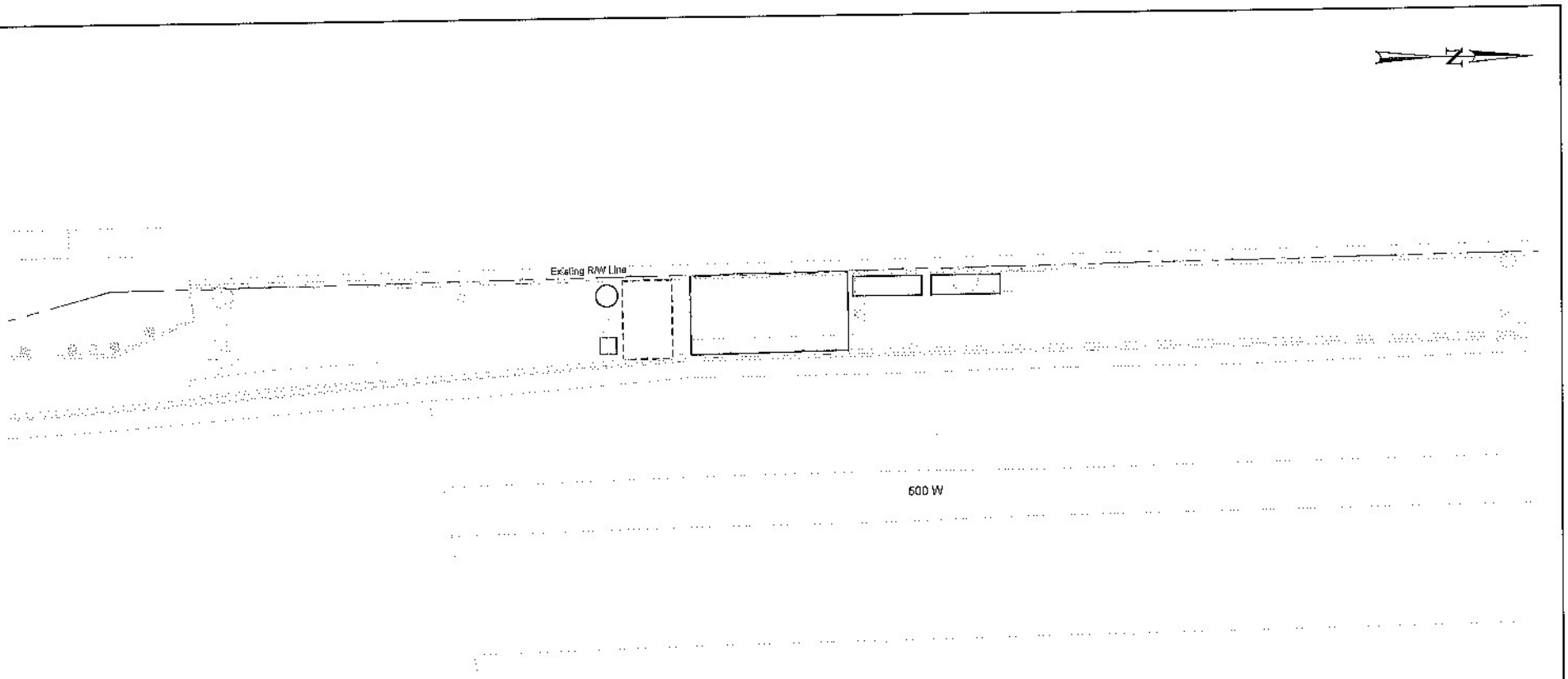
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE FRONTRUNNER STATION SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
QA/QC Reviewer:
Submittal Date: 03/17/2025
MPA Contract No.: 23-03706VW
Alignment:
Sheet No.: 17A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE FRONTRUNNER STATION SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
NORTH TEMPLE FRONTRUNNER STATION SB	UTAH TRANSIT AUTHORITY	-	-

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

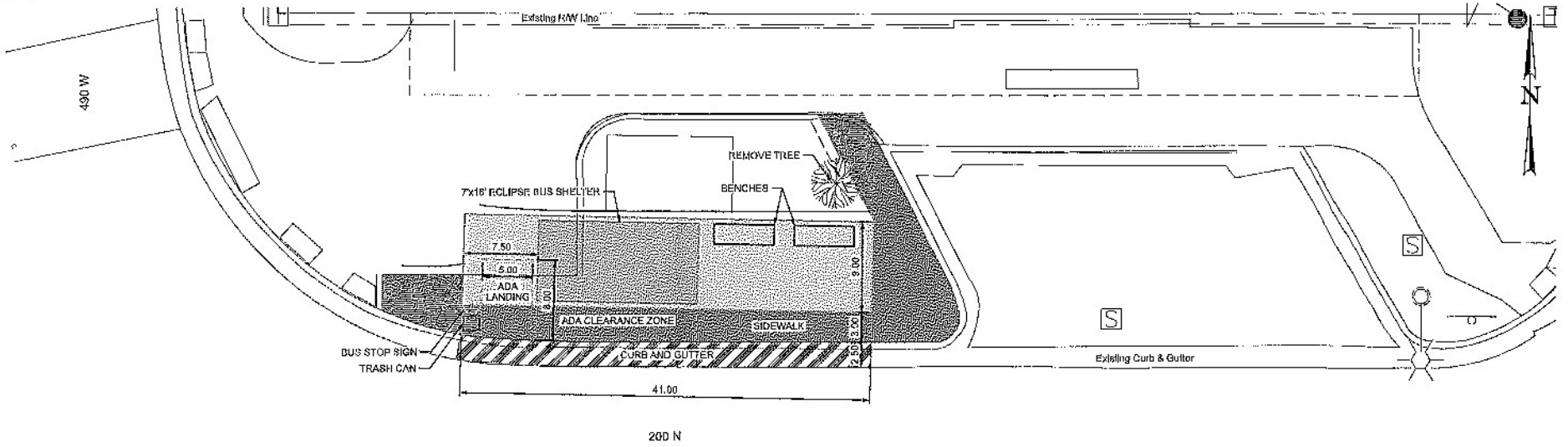
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: MSG	NORTH TEMPLE FRONTRUNNER STATION SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

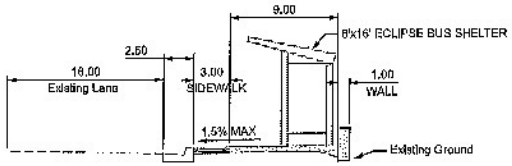
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment: Sheet No.: 17B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

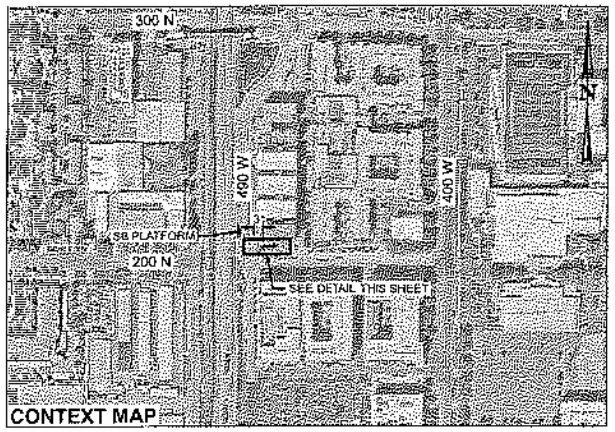


NORTH TEMPLE FRONTRUNNER STATION NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

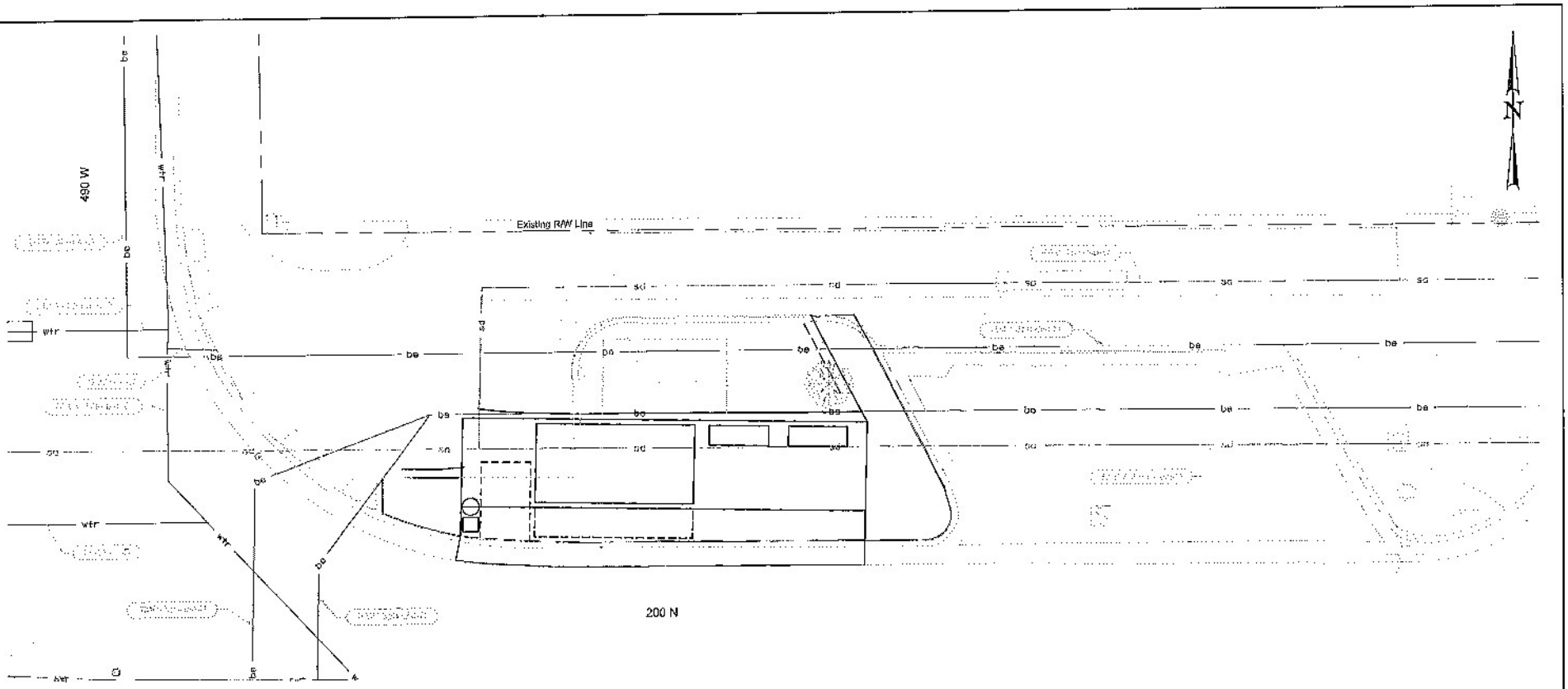
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: MSO	NORTH TEMPLE FRONTRUNNER STATION NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03700VW	
		Alignment:	Sheet No.: 18

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE FRONTRUNNER STATION NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

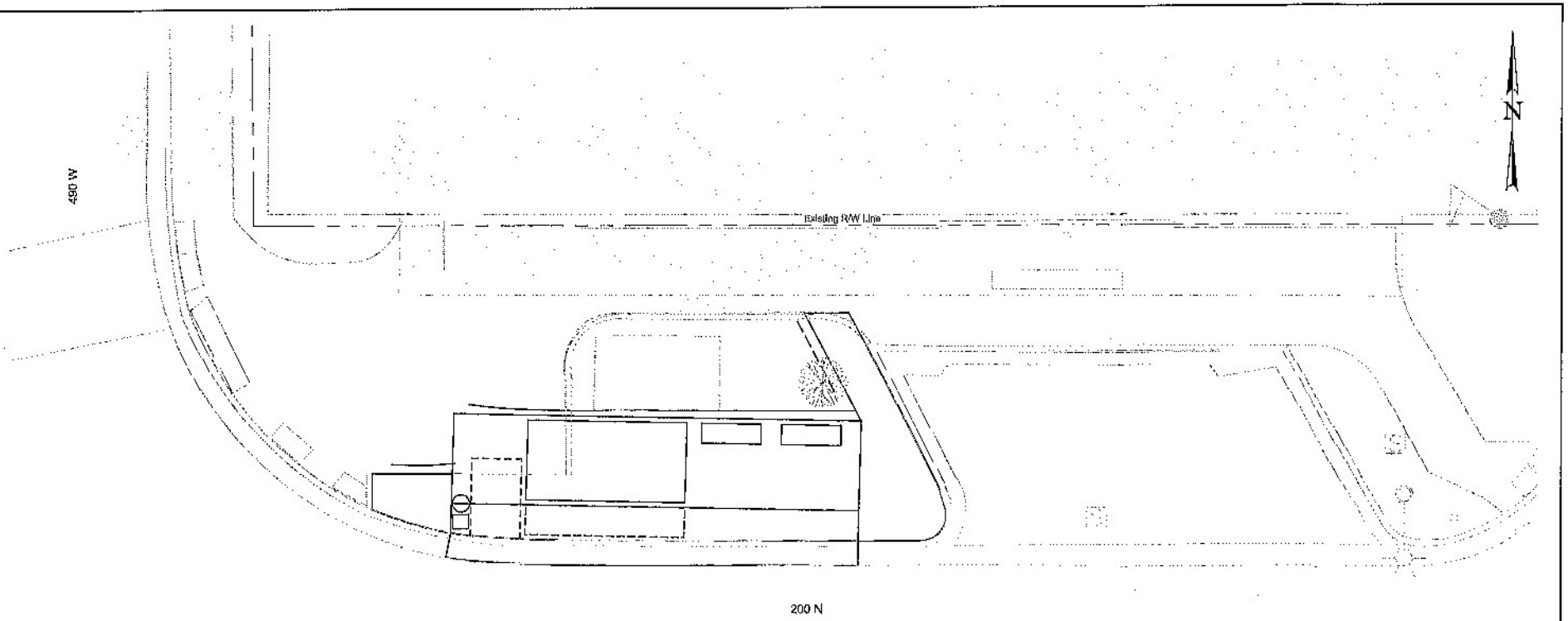
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: MSO	NORTH TEMPLE FRONTRUNNER STATION NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 16A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH TEMPLE FRONTRUNNER STATION NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
NORTH TEMPLE FRONTRUNNER STATION NB	SALT LAKE CROSSING, LLC	-	-

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

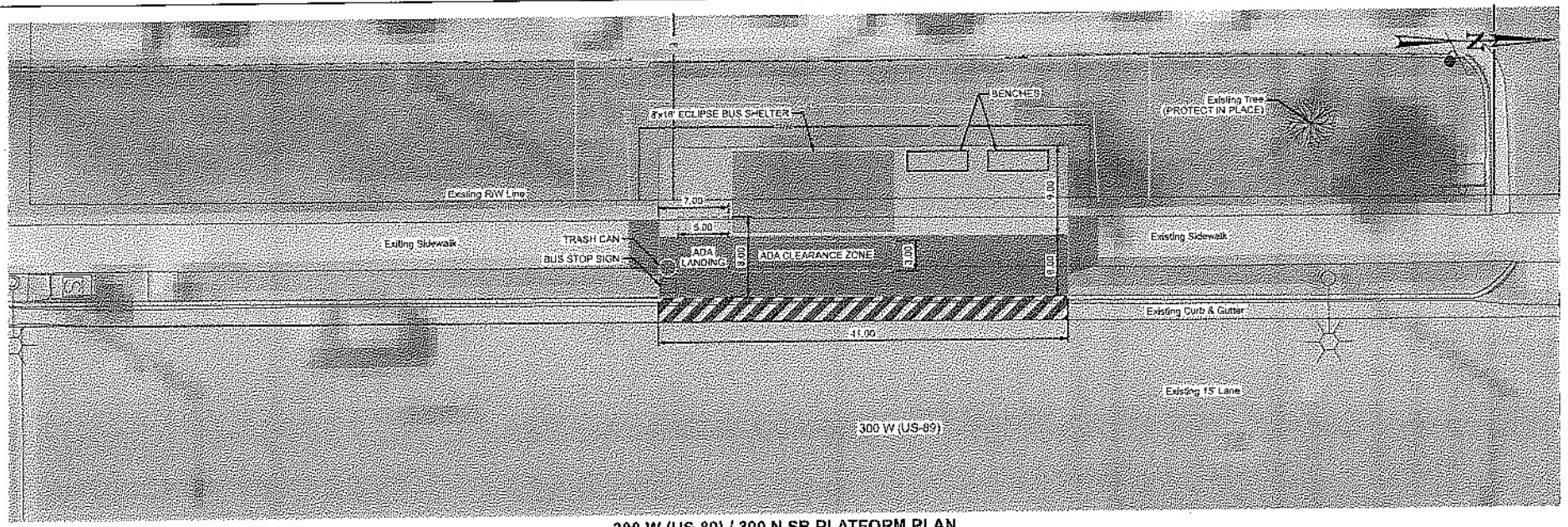
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH TEMPLE FRONTRUNNER STATION NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 18B

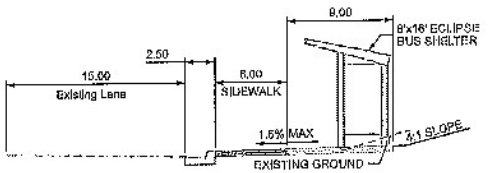
Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



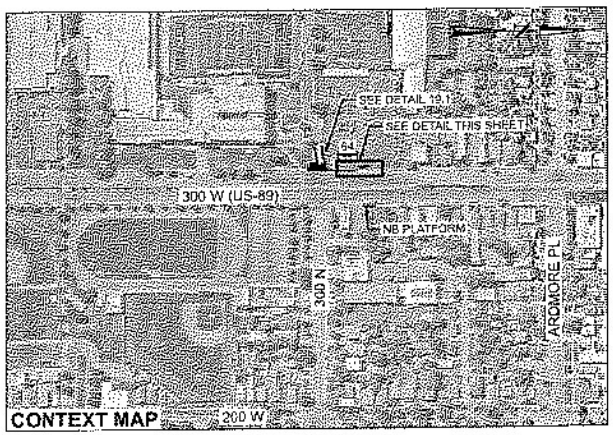
300 W (US-89) / 300 N SB PLATFORM PLAN

NOTES:

1. SEE 19.1 FOR ADDITIONAL ROADWAY WORK.



PROPOSED TYPICAL SECTION



LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

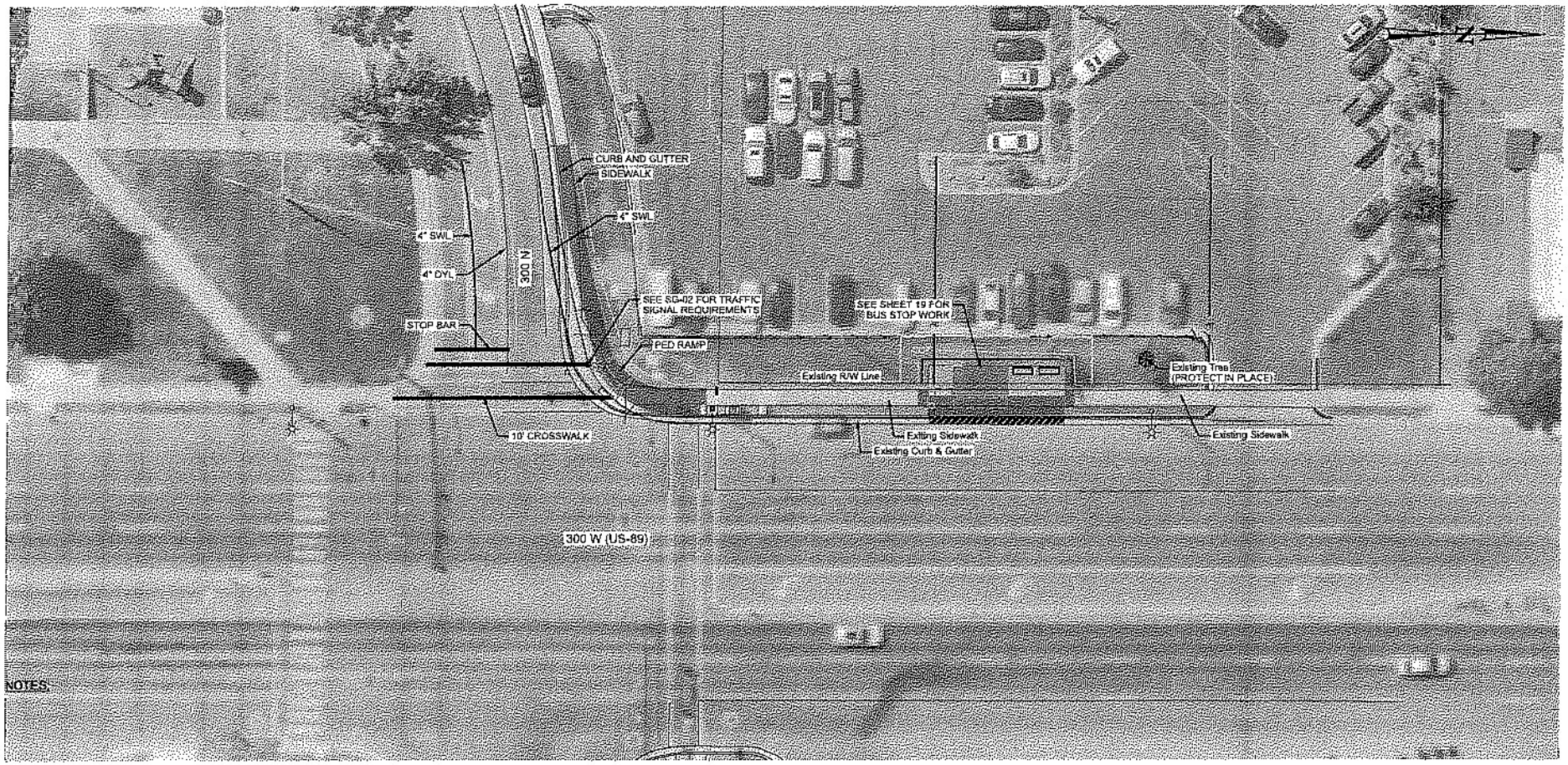
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 300 N SB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 18

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 300 N SB ROADWAY PLAN

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

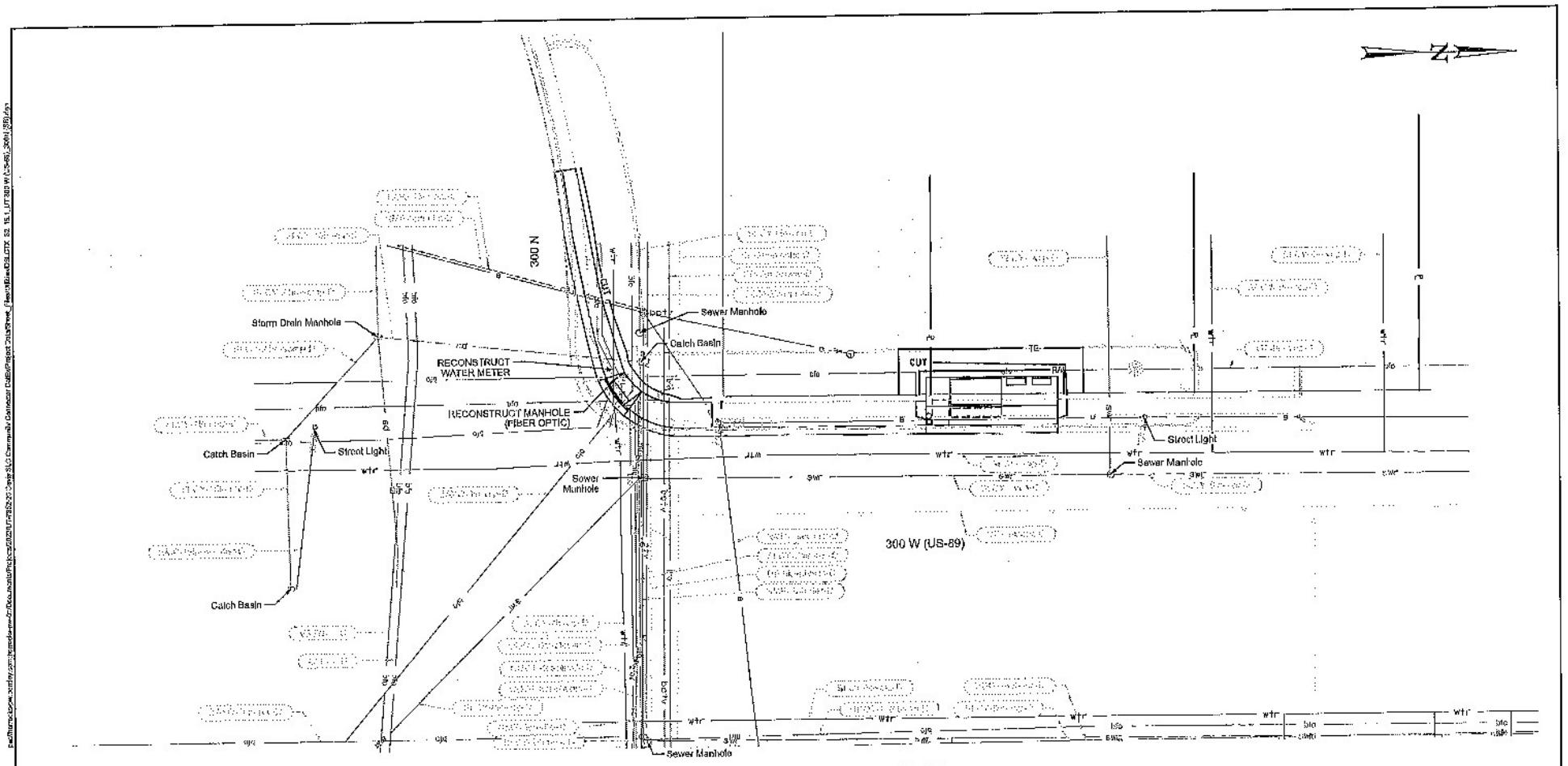
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 300 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	ROADWAY
Approved By:	

Scale: 1:30
CADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment: Sheet No.: 19.1

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 300 N SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

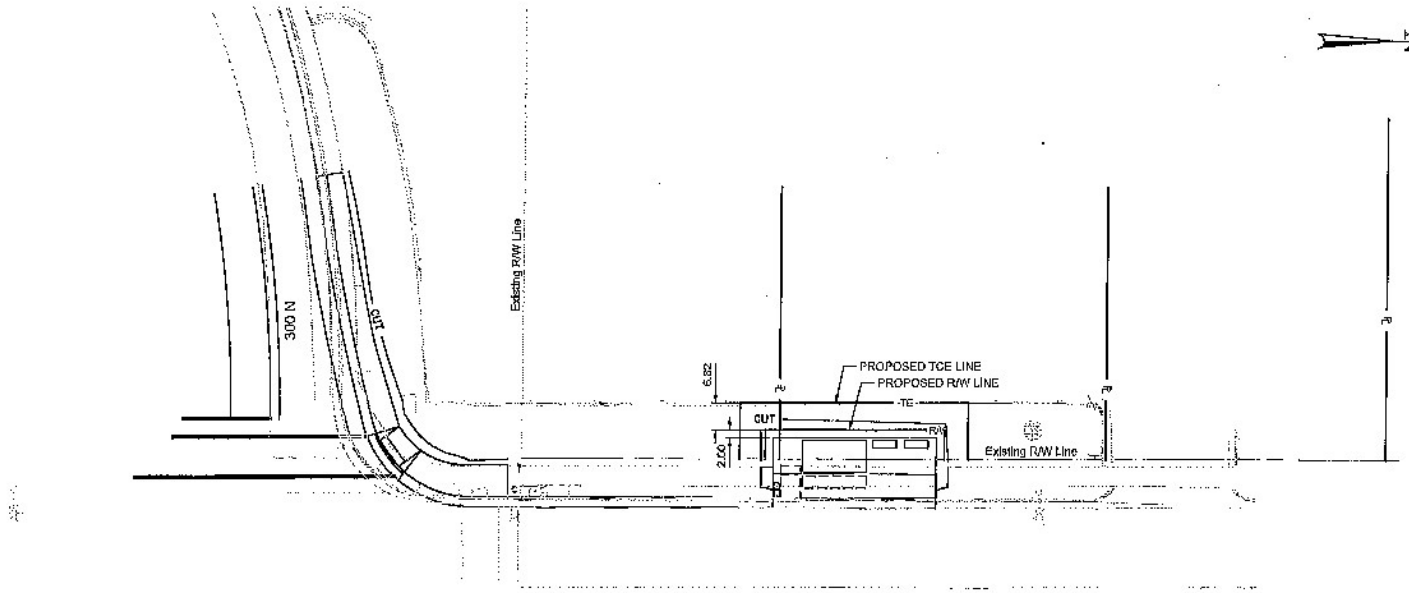
Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

UTA
UTAH TRANSIT AUTHORITY

Designed By: MSO	300 W (US-89) / 300 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By:	

Scale:
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 19.1A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH 300 W (US-89) / 300 N SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
NORTH 300 W (US-89) / 300 N SB	SALT LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION	26	113
NORTH 300 W (US-89) / 300 N SB	SALT LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION	301	367

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

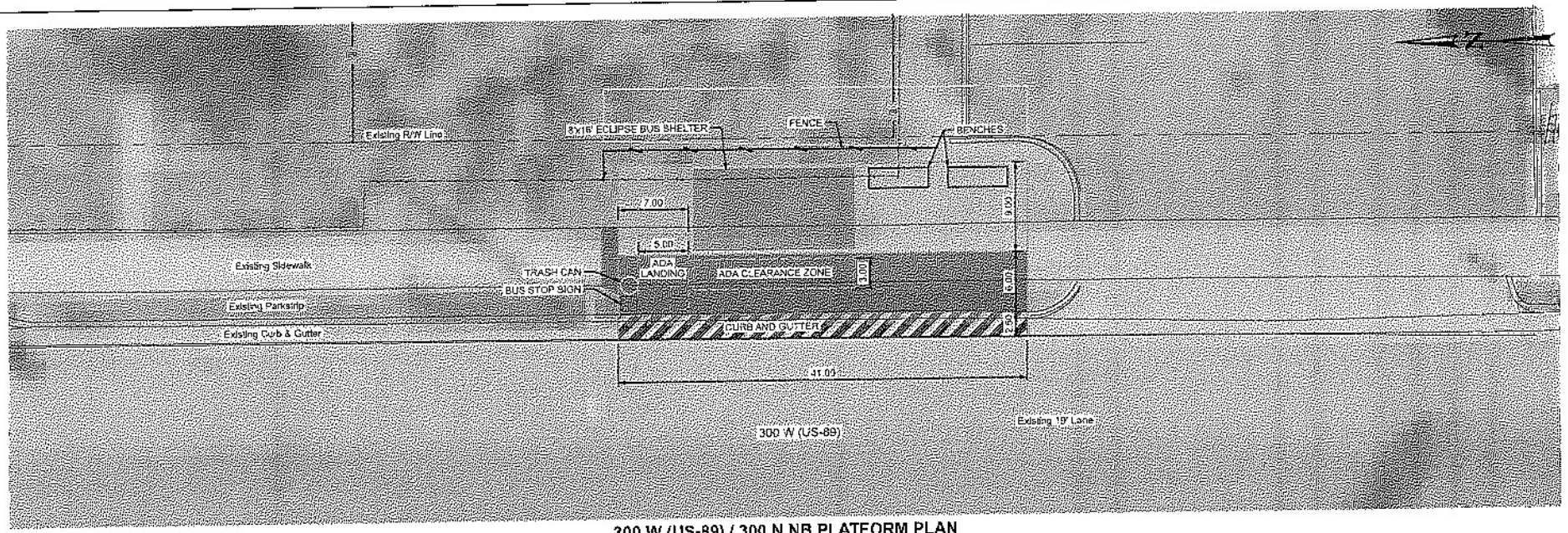
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH 300 W (US-89) / 300 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By:	

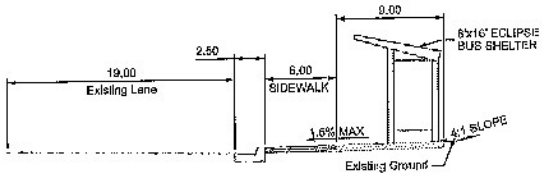
Scale:
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 19.10

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

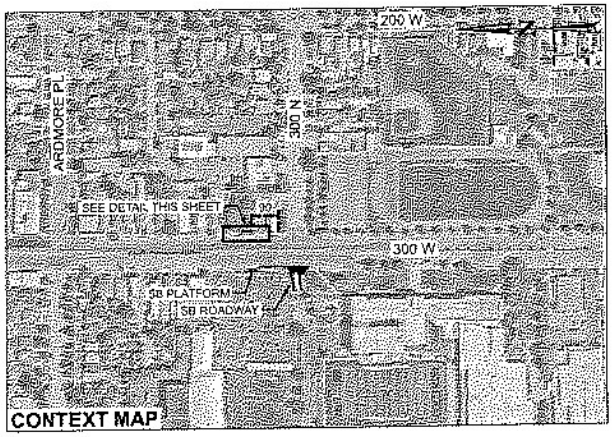


300 W (US-89) / 300 N NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

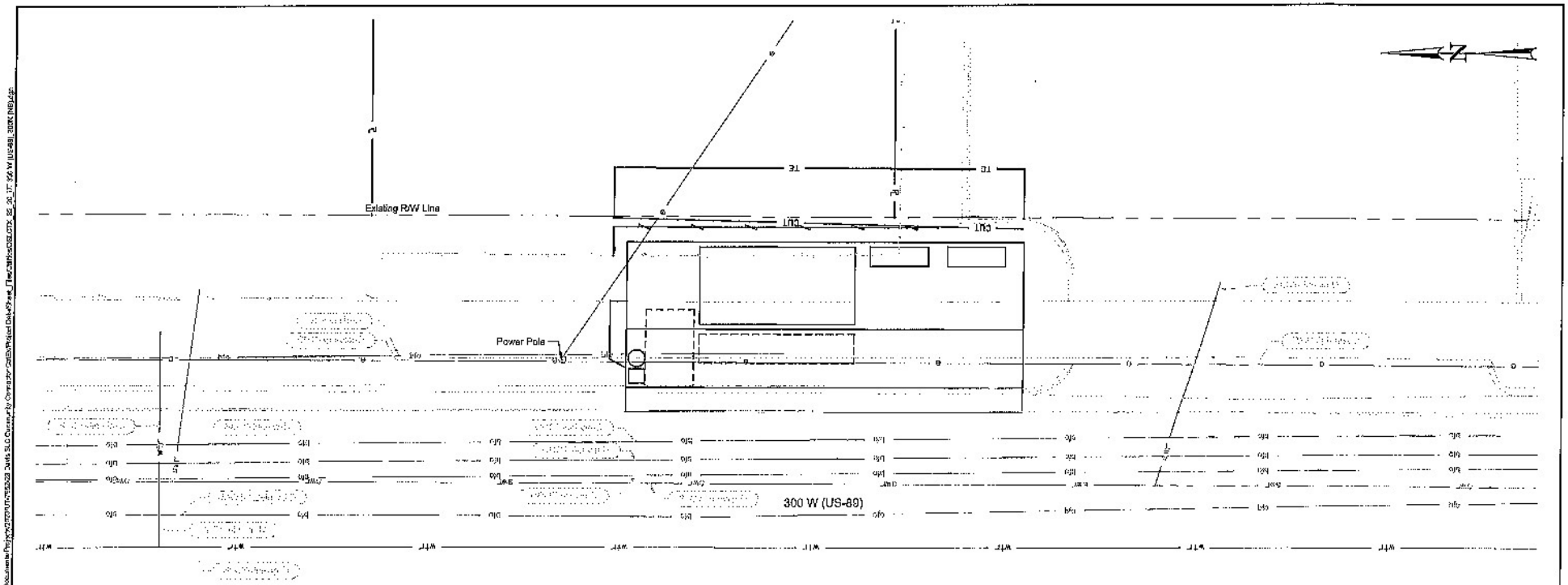
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 300 N NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	Submittal Date: 03/17/2025	
Checked By: CHP	PLATFORM	UTA Contract No.: 23-03706VW	
Approved By: XXX		Alignment	Sheet No.: 20

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 300 N NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

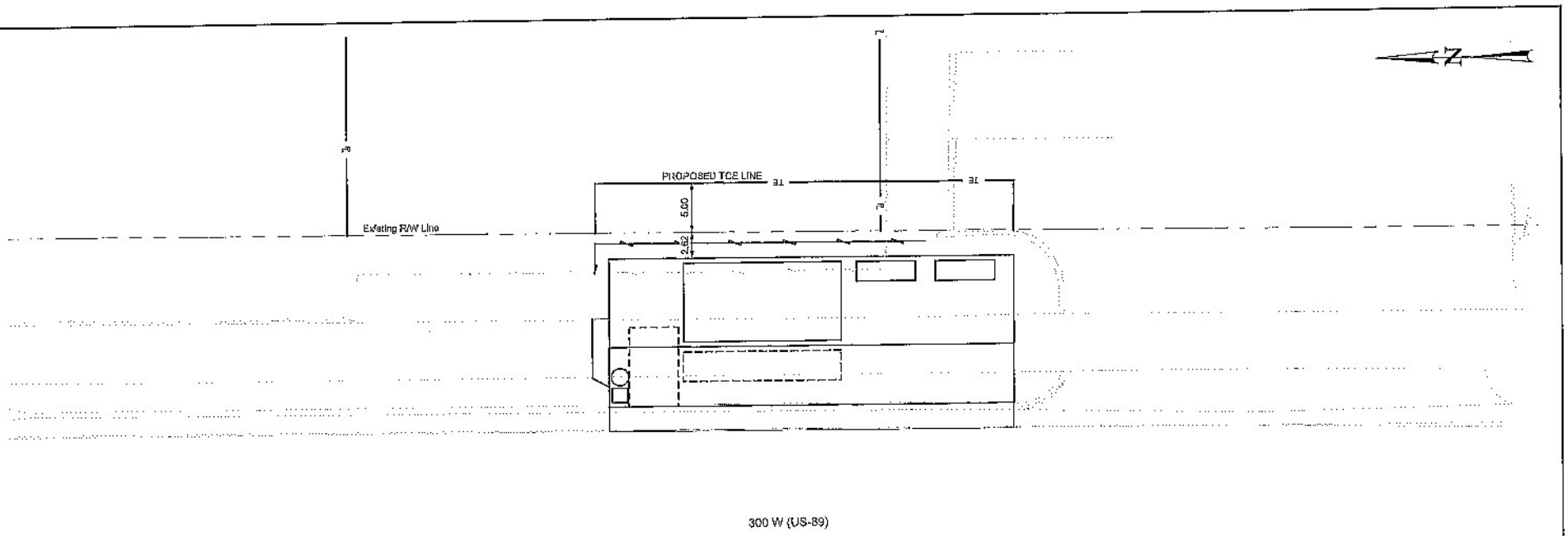
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 300 N NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 20A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 300 N NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
300 W (US-89) / 300 N NB	JU BAEK LEE	-	306

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

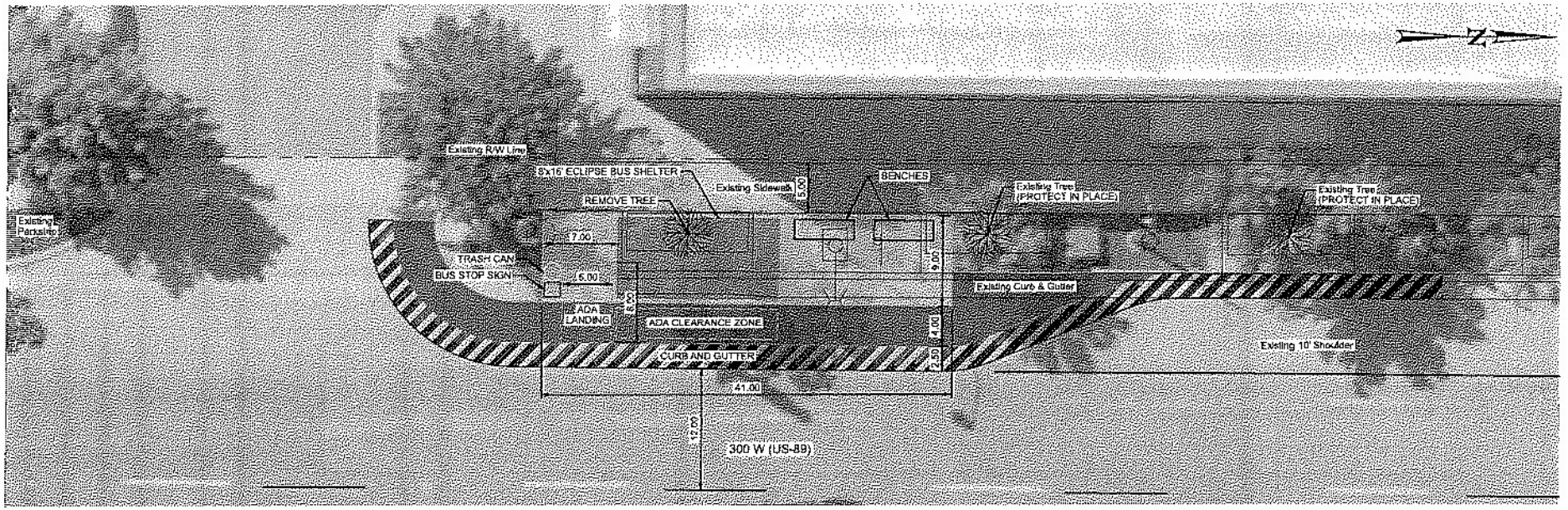
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 300 N NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

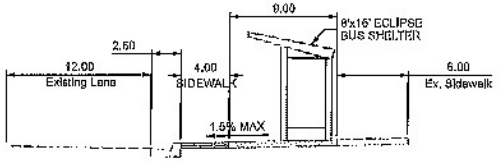
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment:
Sheet No.: 20B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

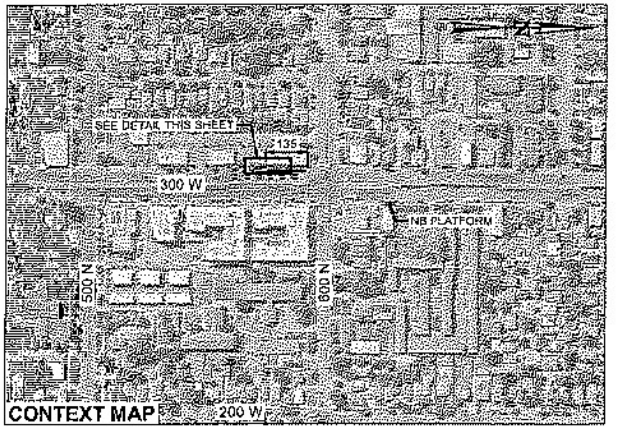


300 W (US-89) / 600 N SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

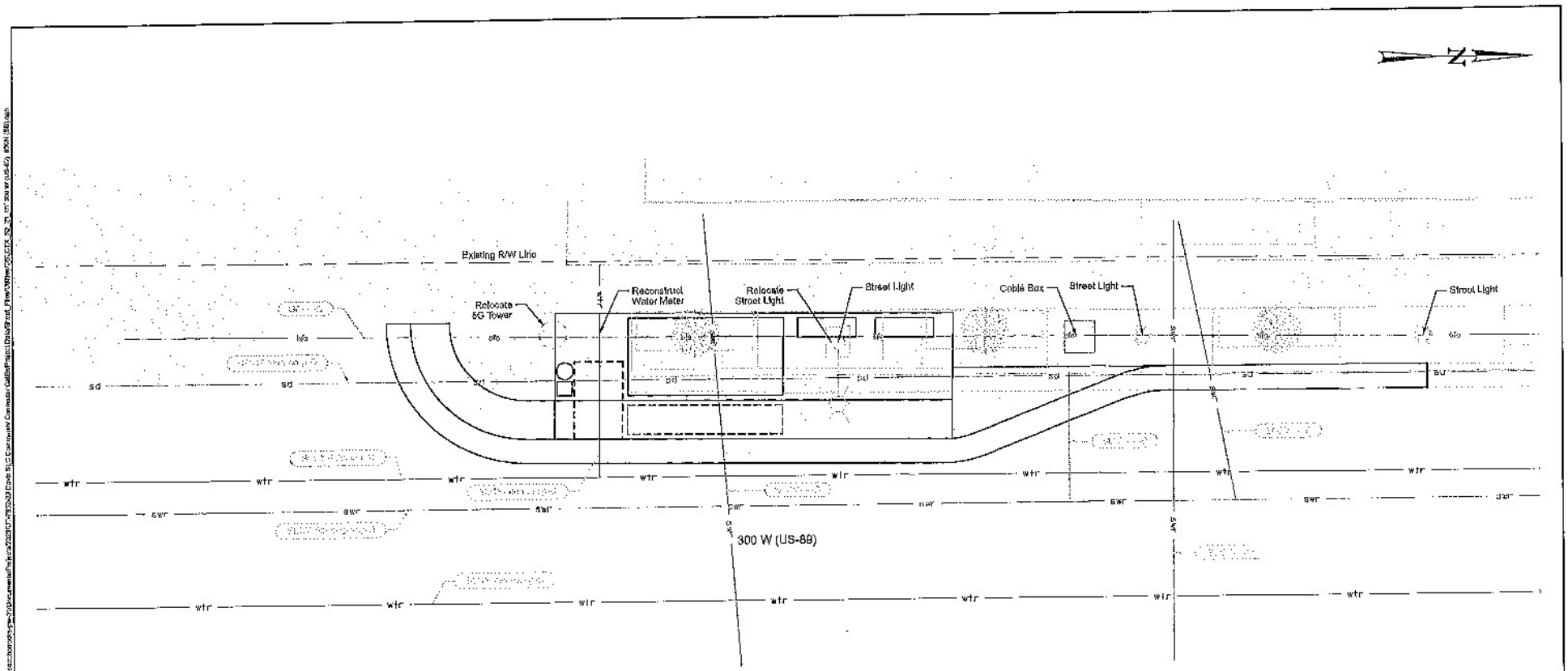
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 600 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 21

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 600 N SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

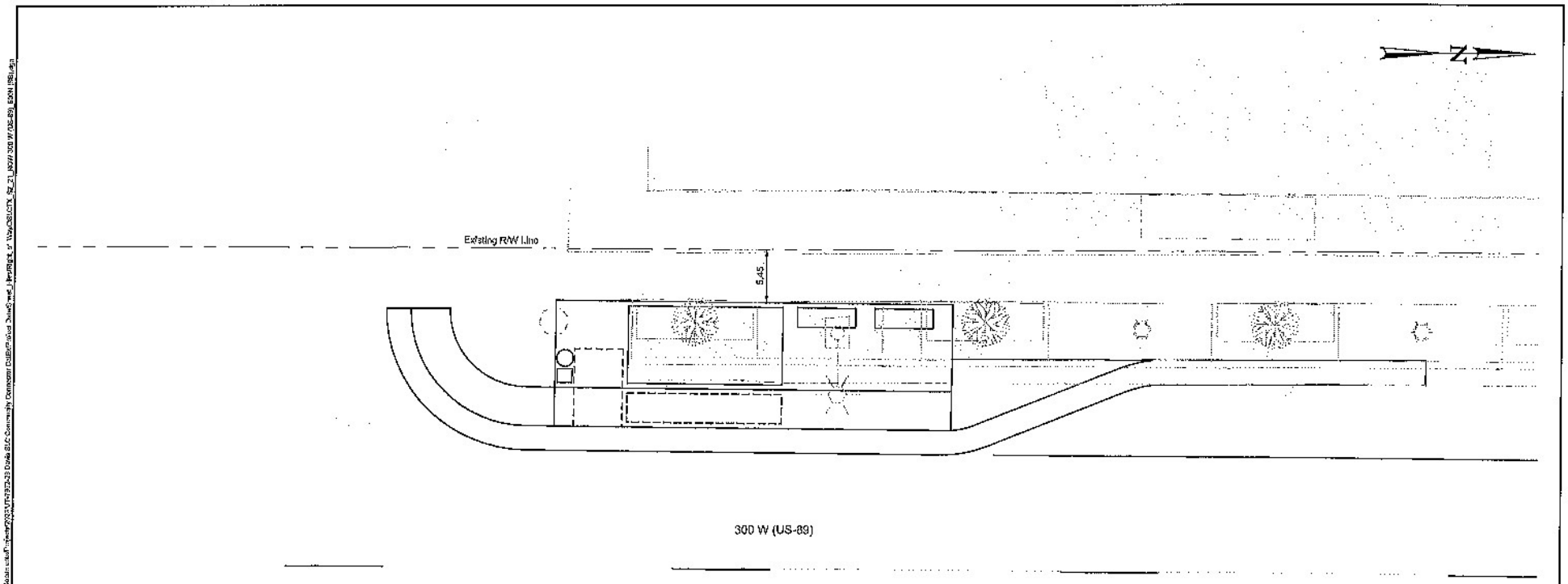
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 600 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
DWG # Version:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 21A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 600 N SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
300 W (US-89) / 600 N SB	PROJECT MARMALADE, LLC	-	-

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

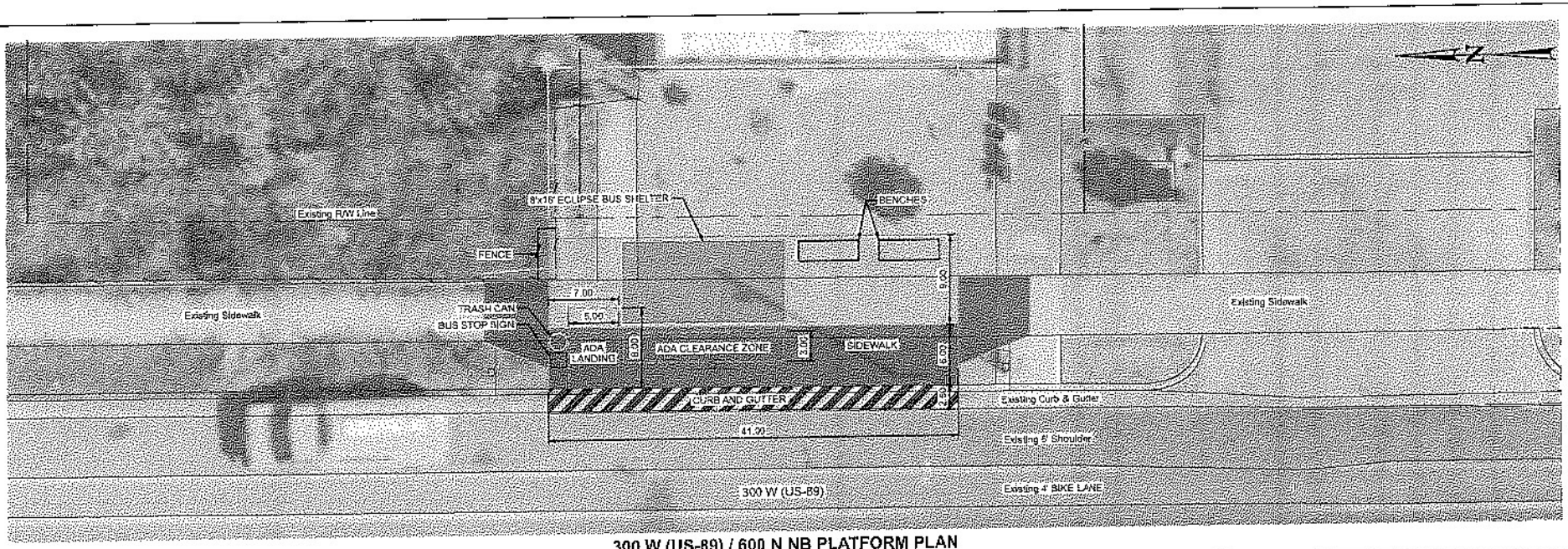
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 600 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

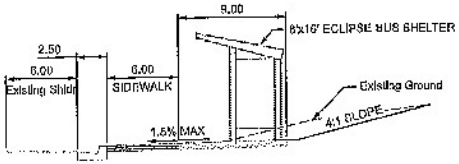
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 21B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

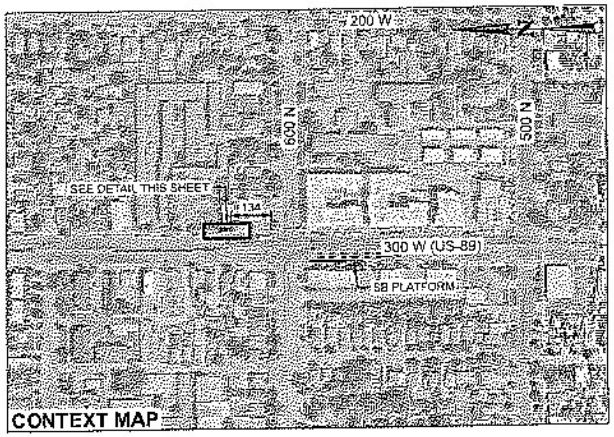


300 W (US-89) / 600 N NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

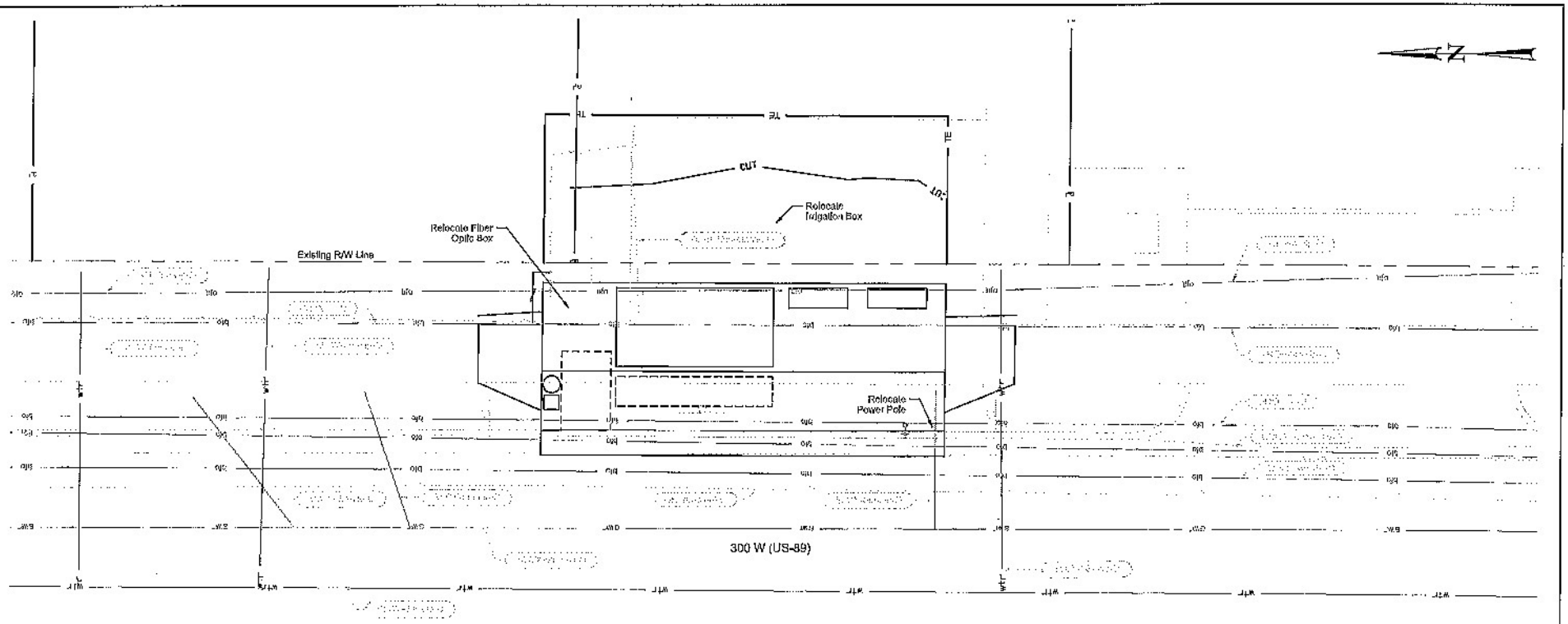
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 600 N NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	GNSS Elevation:	
Checked By: GHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03708VW	
		Alignment:	Sheet No.: 22

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 600 N NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

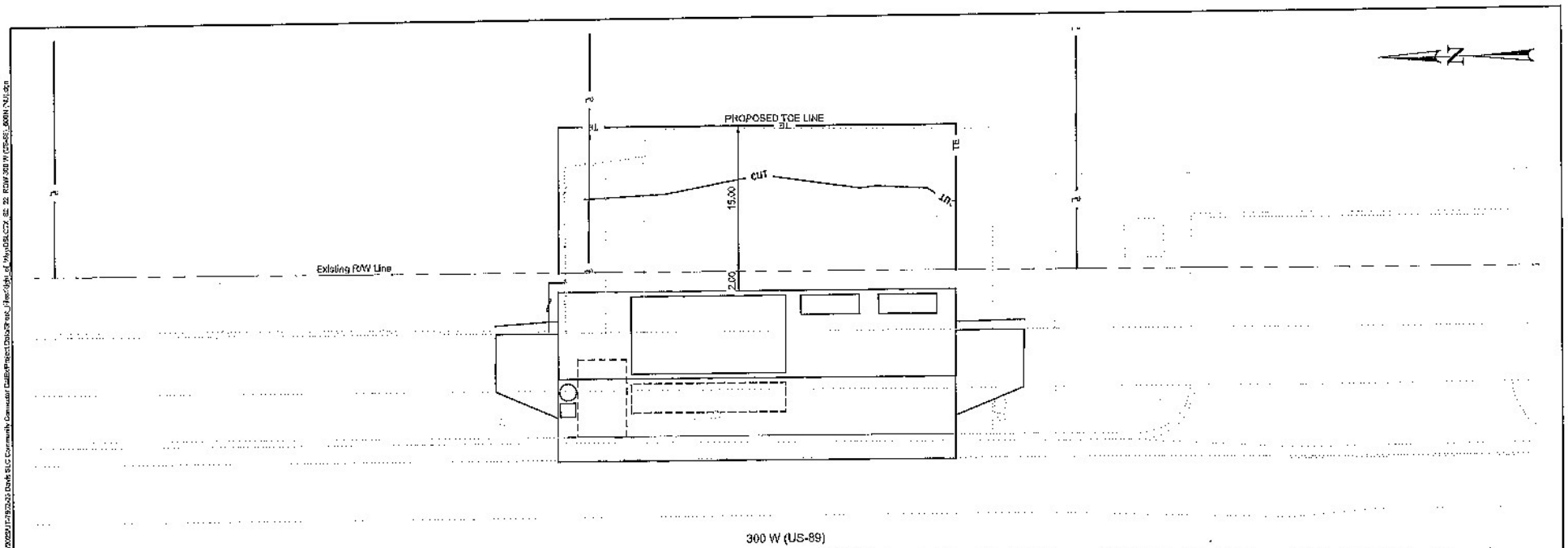
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: MSO	300 W (US-89) / 600 N NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: GHP	UTILITY
Approved By: XXX	

Scale:	1:10
CADD Filename:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	Sheet No.: 22A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 600 N NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
300 W (US-89) / 600 N NB	GURUDEV PETRO LLC	-	640

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

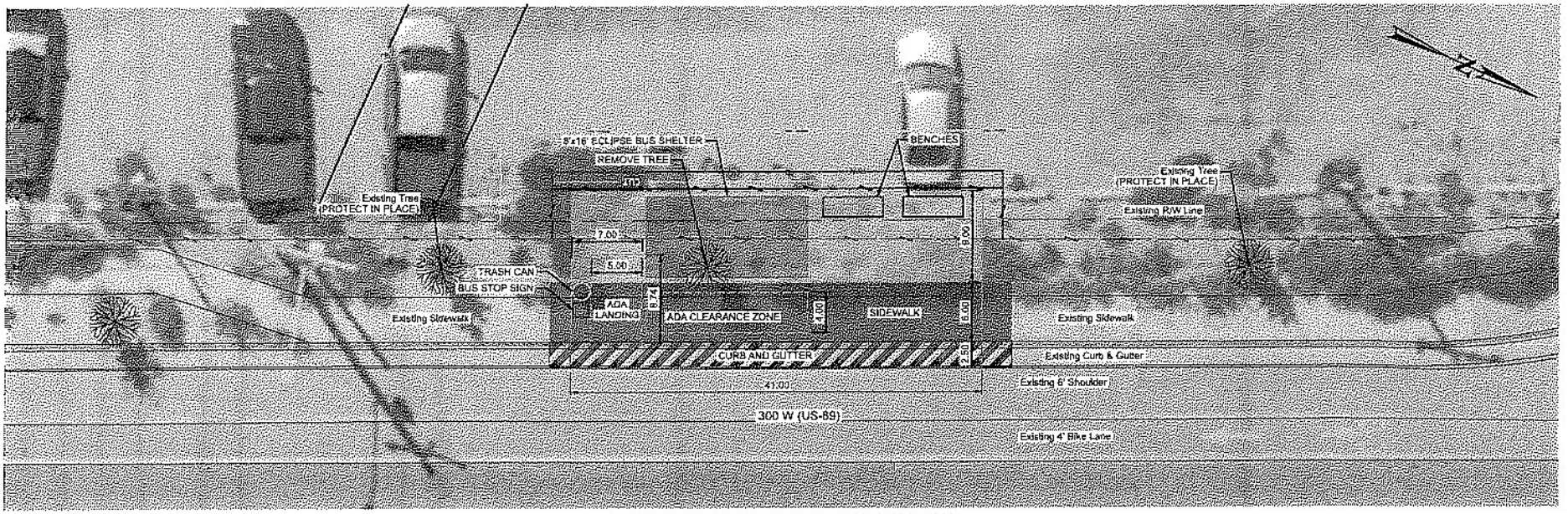
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: MSO	300 W (US-89) / 600 N NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

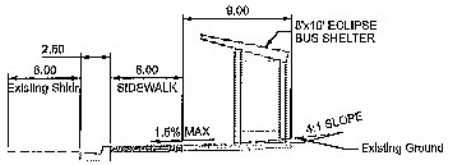
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 25-03706VW
Alignment:
Sheet No.: 228

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

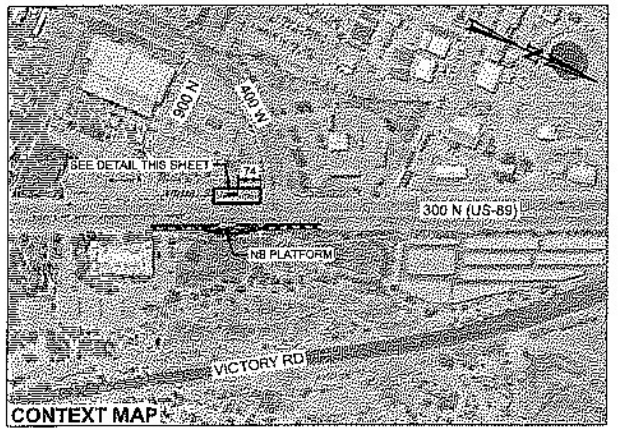


300 W (US-89) / 900 N SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT — CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

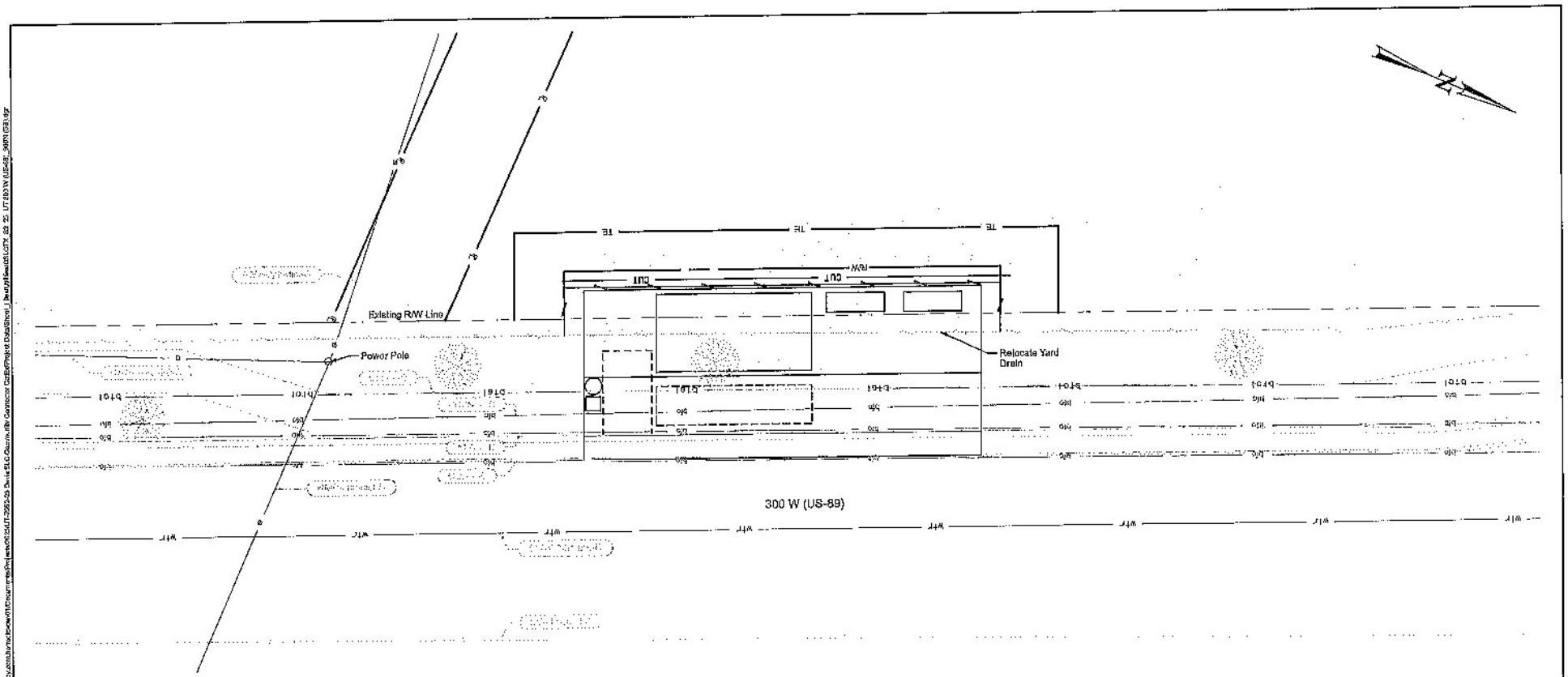
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 900 N SB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	Submittal Date: 03/17/2025	
Checked By: CHP	PLATFORM	UTA Contract No.: 23-03706VW	
Approved By: XXX		Alignment:	Sheet No.: 23

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH 300 W (US-89) / 900 N SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

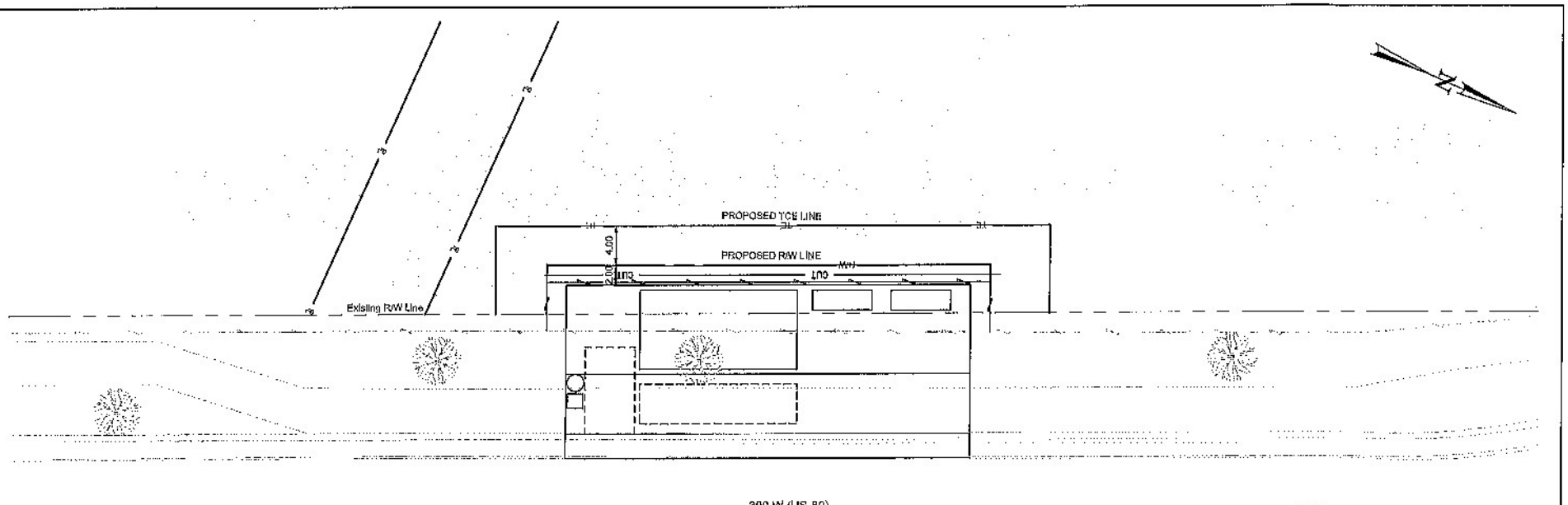
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	300 W (US-89) / 900 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD File/Format:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 29A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 900 N SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
300 W (US-89) / 900 N SB	TESORO WEST COAST COMPANY	220	280

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

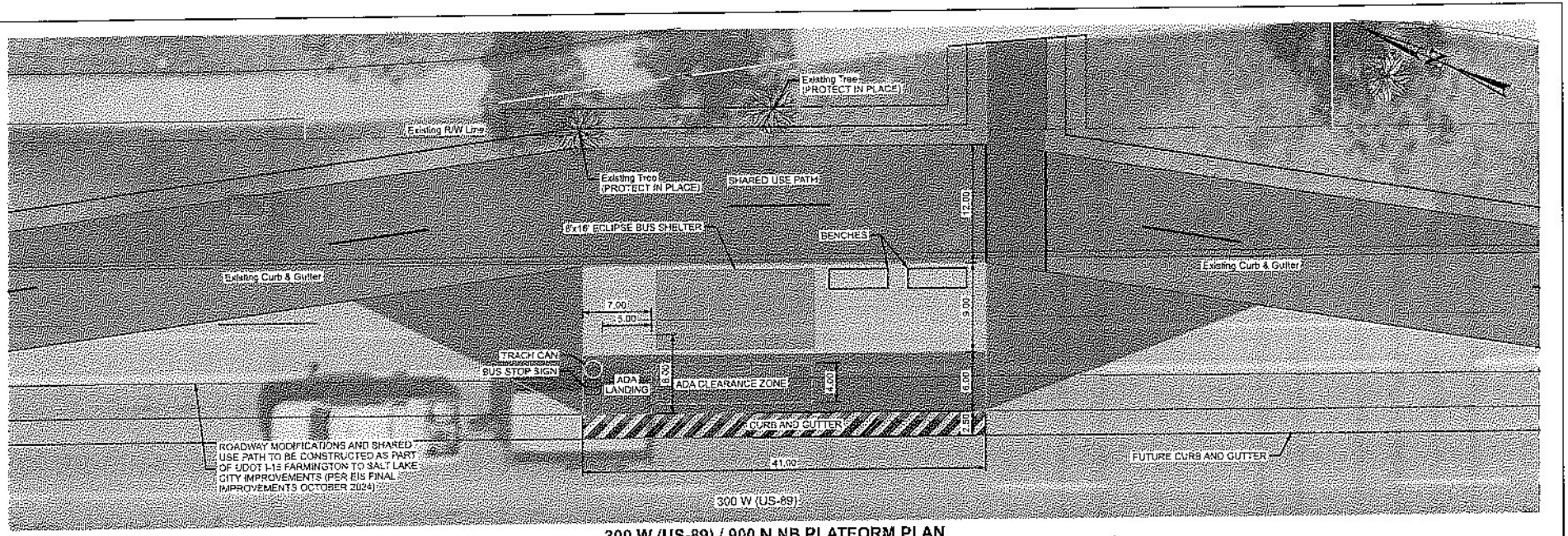
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: MSO	300 W (US-89) / 900 N SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment: Sheet No.: 239

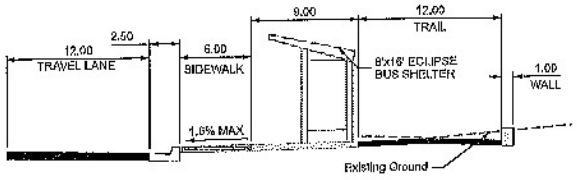
Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



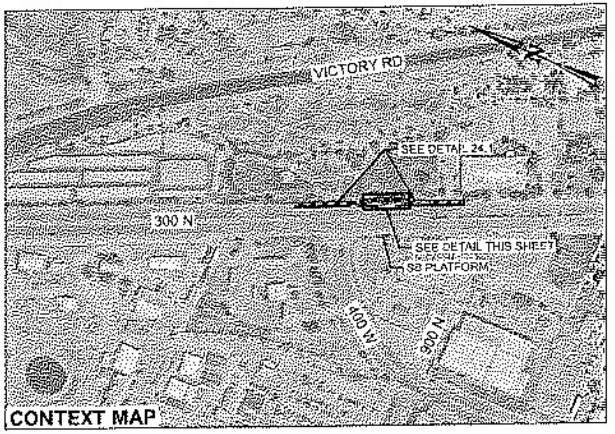
300 W (US-89) / 900 N NB PLATFORM PLAN

NOTES:

1. SEE SHEET 24.1 FOR ADDITIONAL ROADWAY WORK.



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

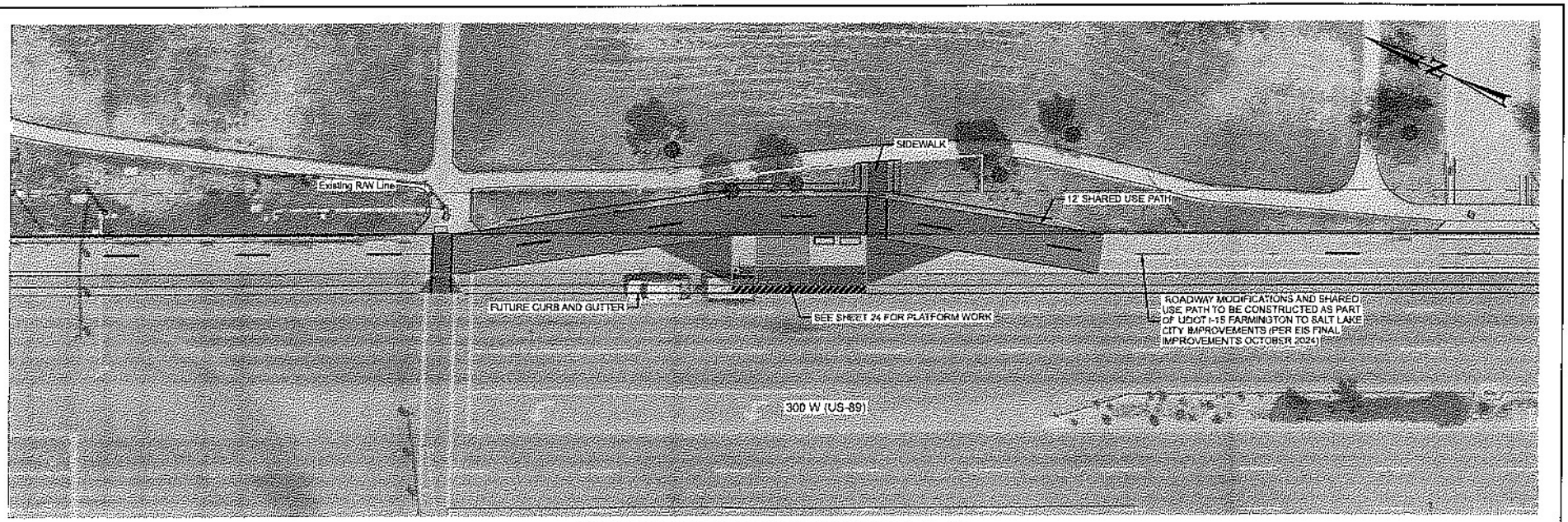
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSQ	300 W (US-89) / 900 N NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Release:	
Checked By: CHP	PLATFORM	Original Date: 03/17/2025	
Approved By:		UTA Control No.: 23-03700VW	
		Alignment:	Sheet No.: 24

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 900 N NB ROADWAY/TRAIL PLAN

LEGEND;
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

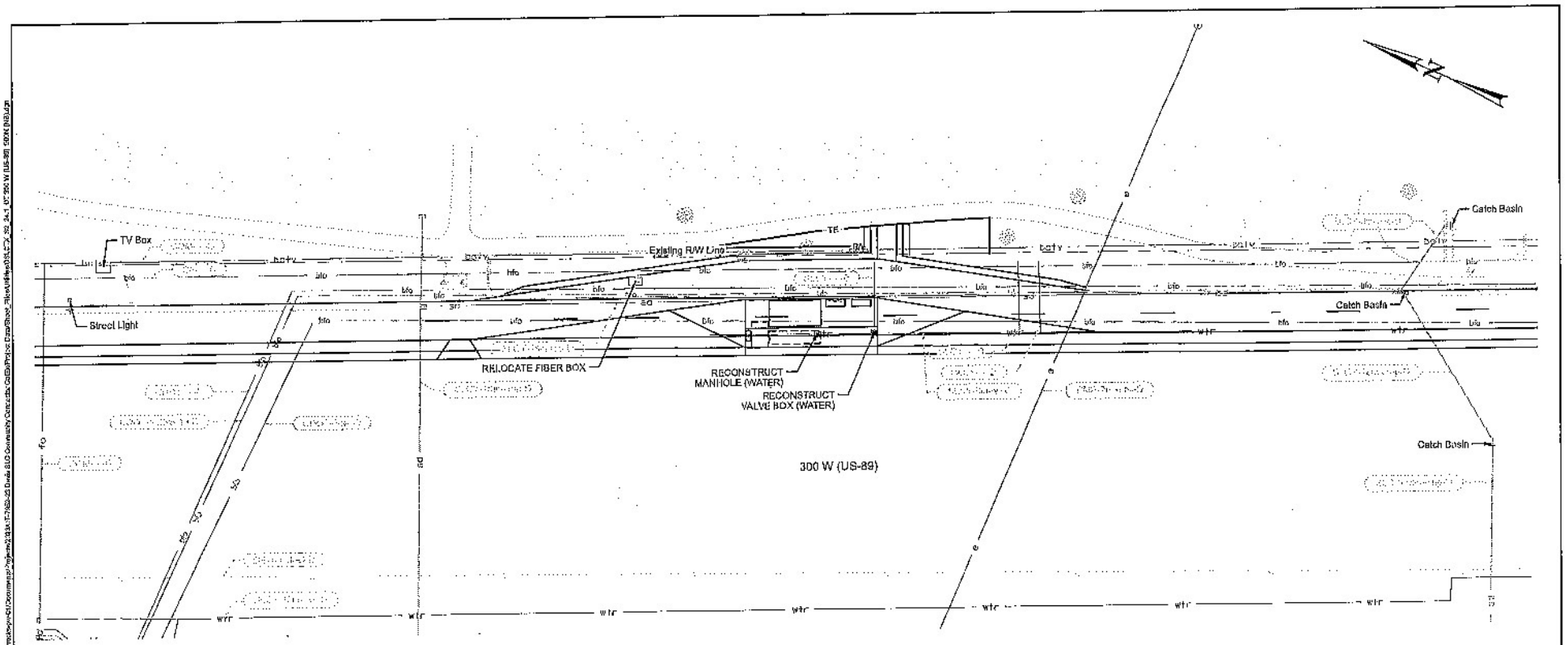
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: MSO	300 W (US-89) / 900 N NB	Scale: 1:30	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: CHP	ROADWAY/TRAIL	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 24.1

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



300 W (US-89) / 900 N NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

UTA
UTAH TRANSIT AUTHORITY

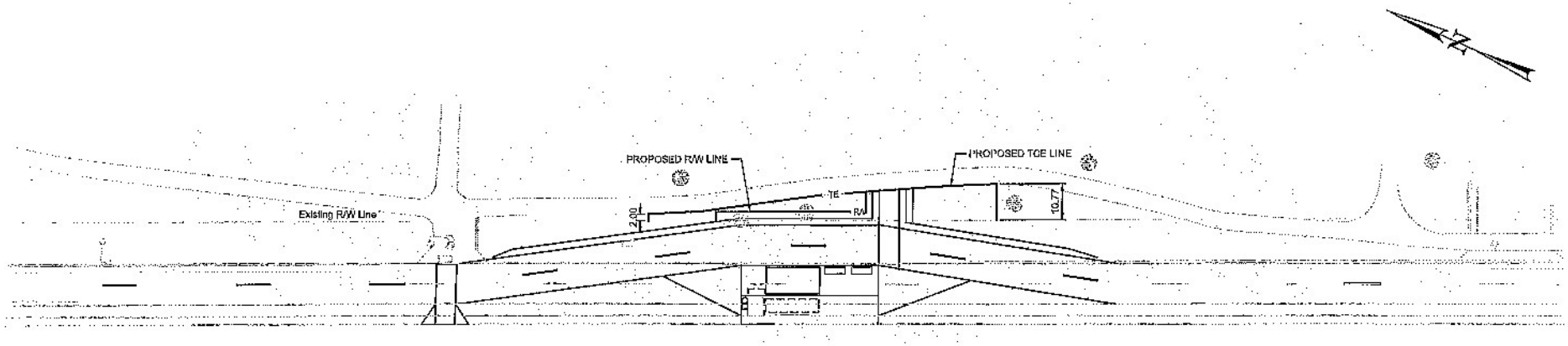
Approved By:

Designed By:	MSO
Drawn By:	SLA
Checked By:	CHP
Approved By:	XXX

300 W (US-89) / 900 N NB
DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
UTILITY

Scale:	1:30
CADD Filename:	
Sub-mittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	
Sheet No.:	24.1A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NORTH 300 W (US-89) / 900 N NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
300 W (US-89) / 900 N NB	SALT LAKE CITY CORPORATION	244	482

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

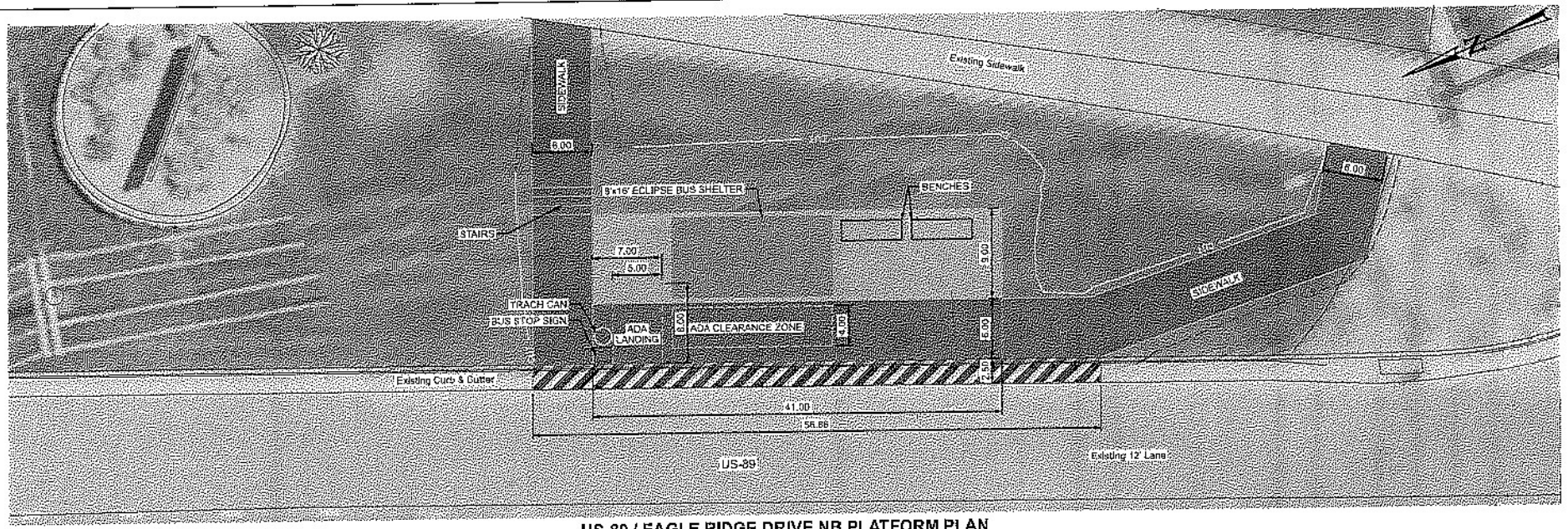
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: MSO	NORTH 300 W (US-89) / 900 N NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

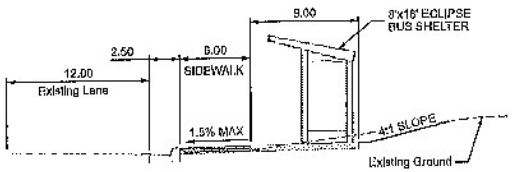
Scale: 1:30
CADD Filename:
Sub-Unit Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment:
Sheet No.: 24B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

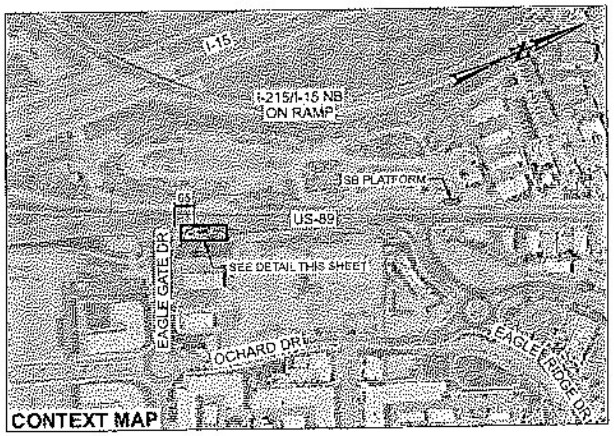


US-89 / EAGLE RIDGE DRIVE NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

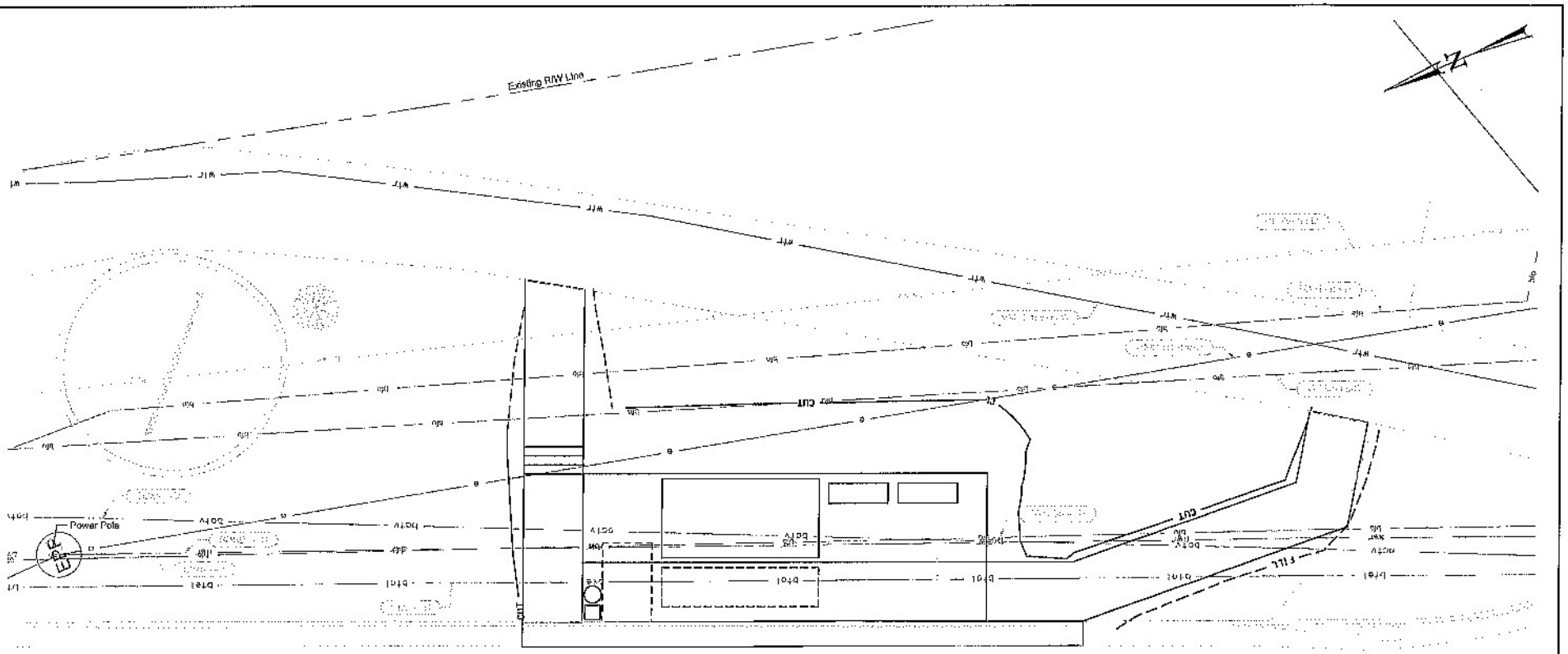
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / EAGLE RIDGE DRIVE
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 25

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / EAGLE RIDGE DRIVE NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

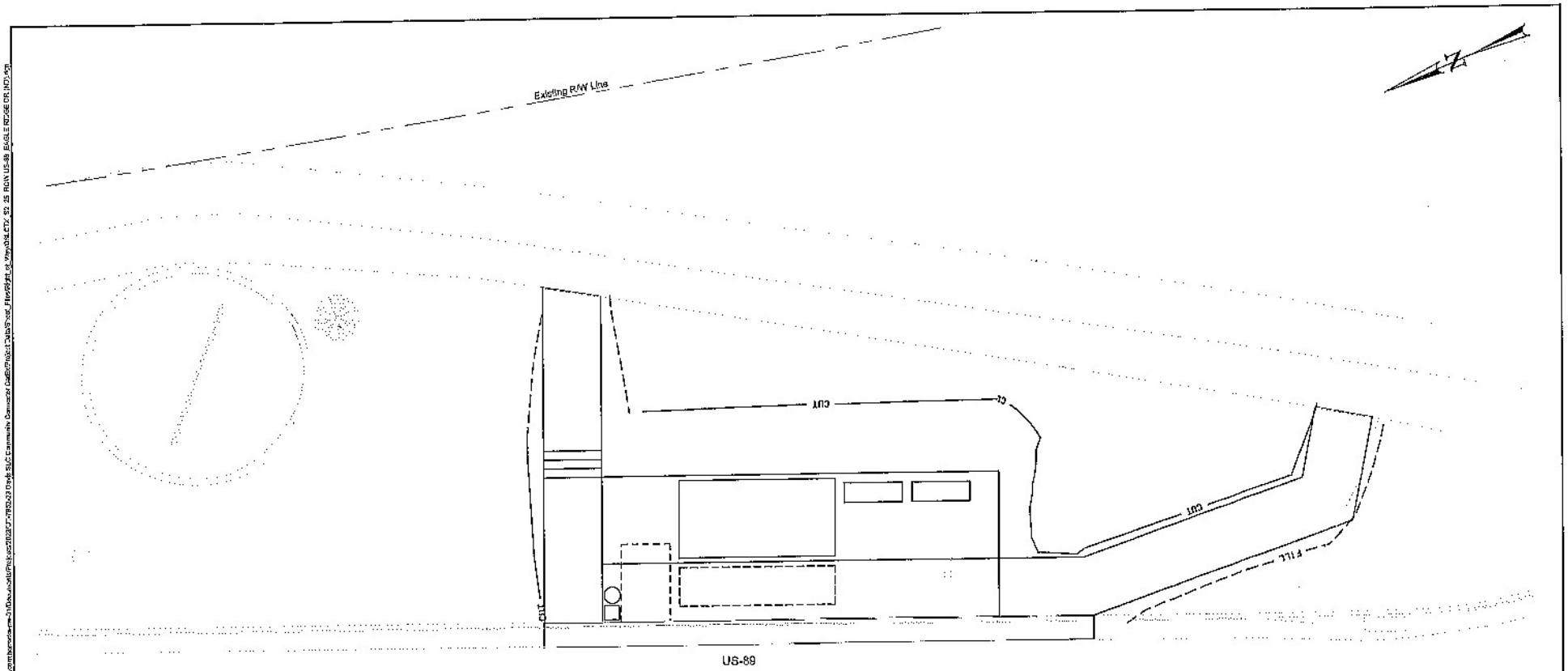
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / EAGLE RIDGE DRIVE
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: XXX	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 25A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / EAGLE RIDGE DRIVE NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
US-89 / EAGLE RIDGE DRIVE NB	STOP G/AS STATION LLC	-	-

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

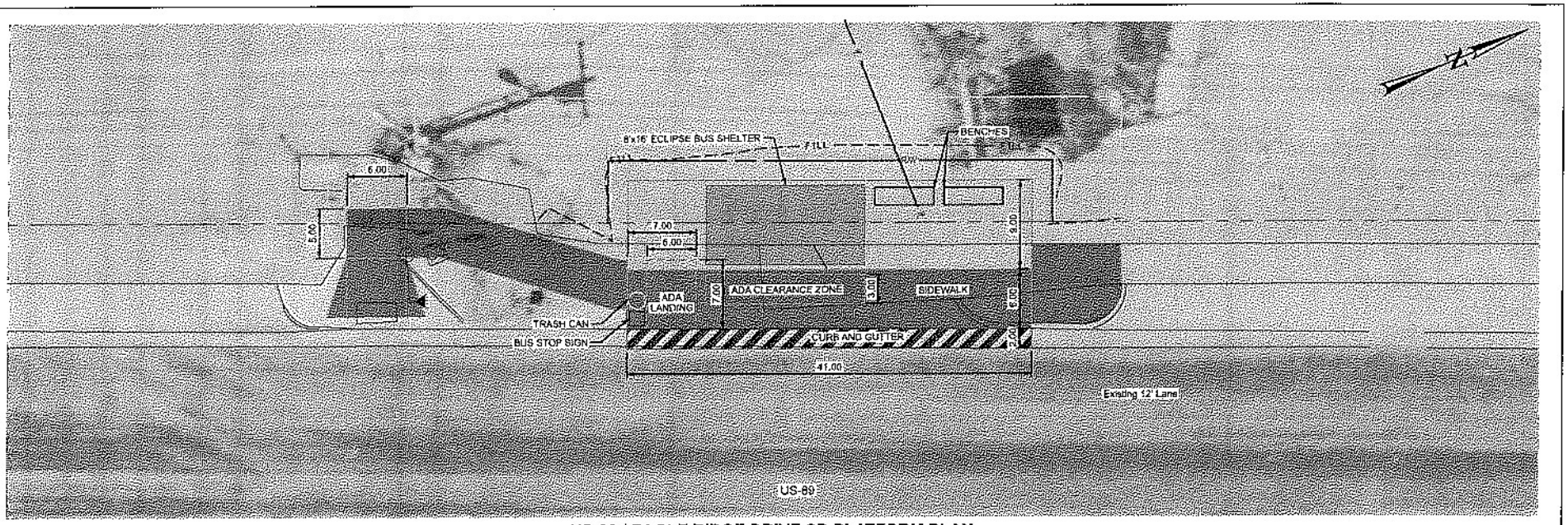
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / EAGLE RIDGE DRIVE NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

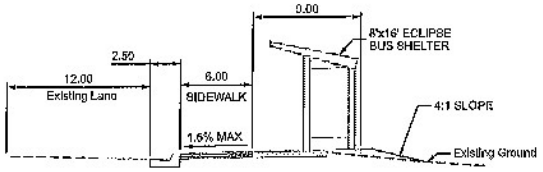
Scale: 1:10
CAD/D Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03705VW
Alignment:
Sheet No.: 26B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

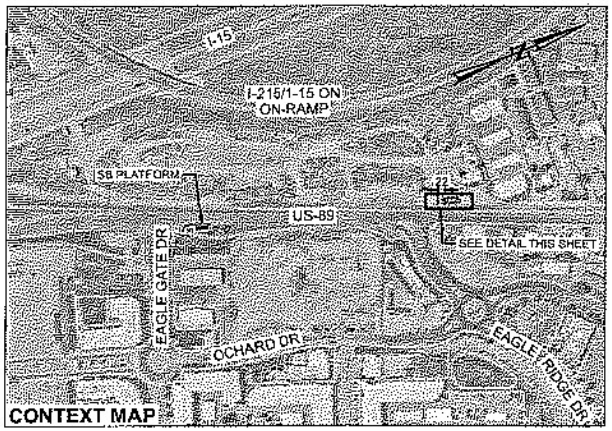


US-89 / EAGLE RIDGE DRIVE SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted by: _____

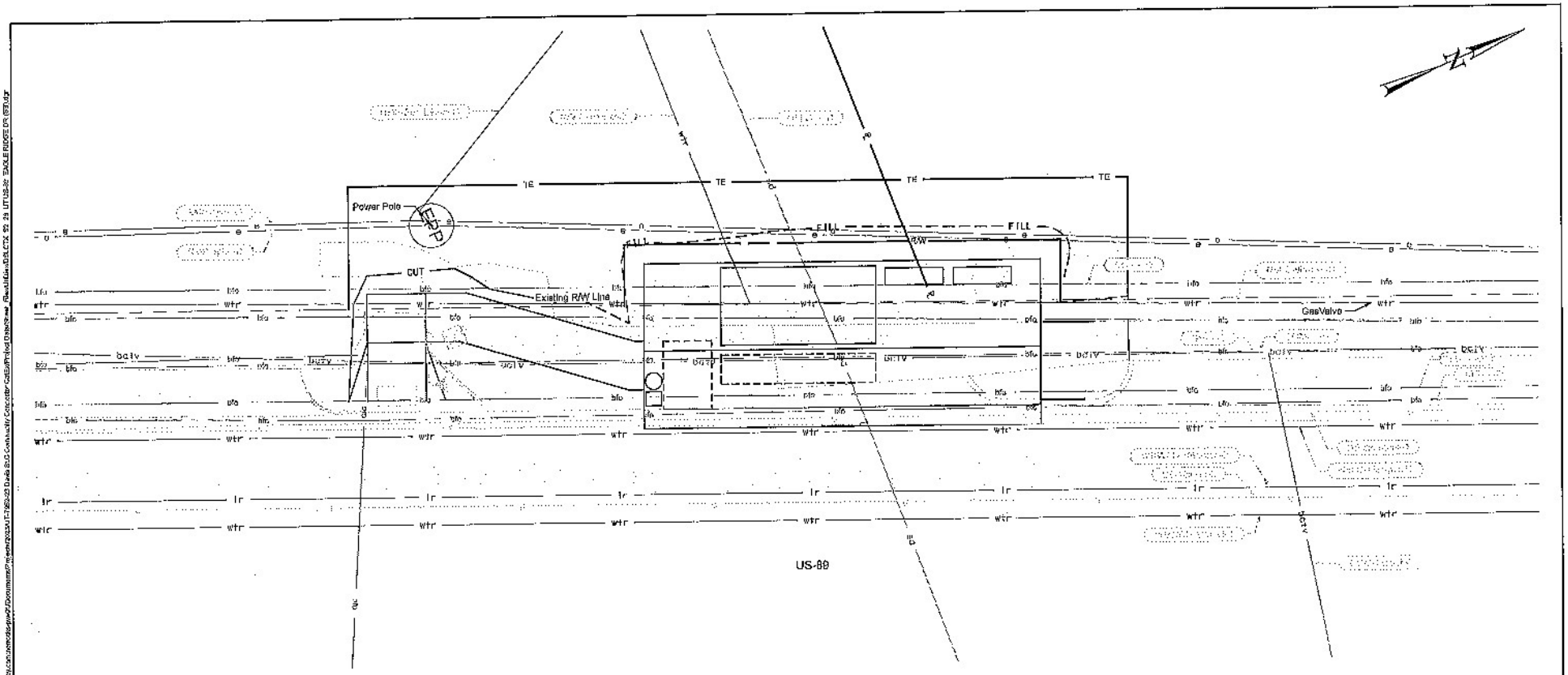
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / EAGLE RIDGE DRIVE SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale:	1:10
CADD Filename:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	Sheet No.: 26

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / EAGLE RIDGE DRIVE SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

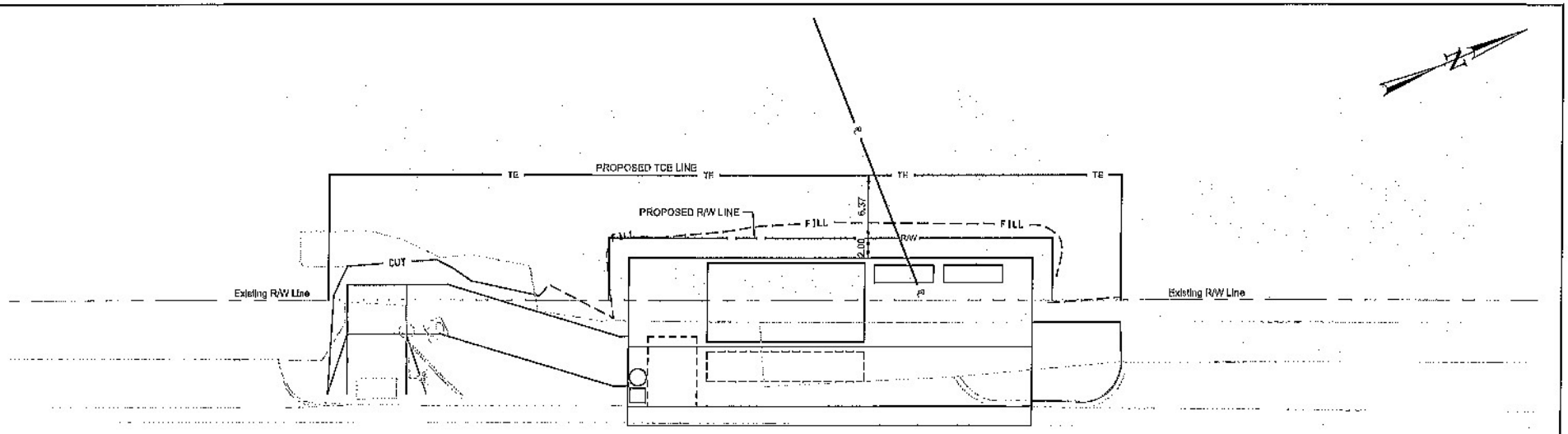
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / EAGLE RIDGE DRIVE SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 26A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89

US-89 / EAGLE RIDGE DRIVE SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
US-89 / EAGLE RIDGE DRIVE SB	NSL 262 LLC	267	769

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

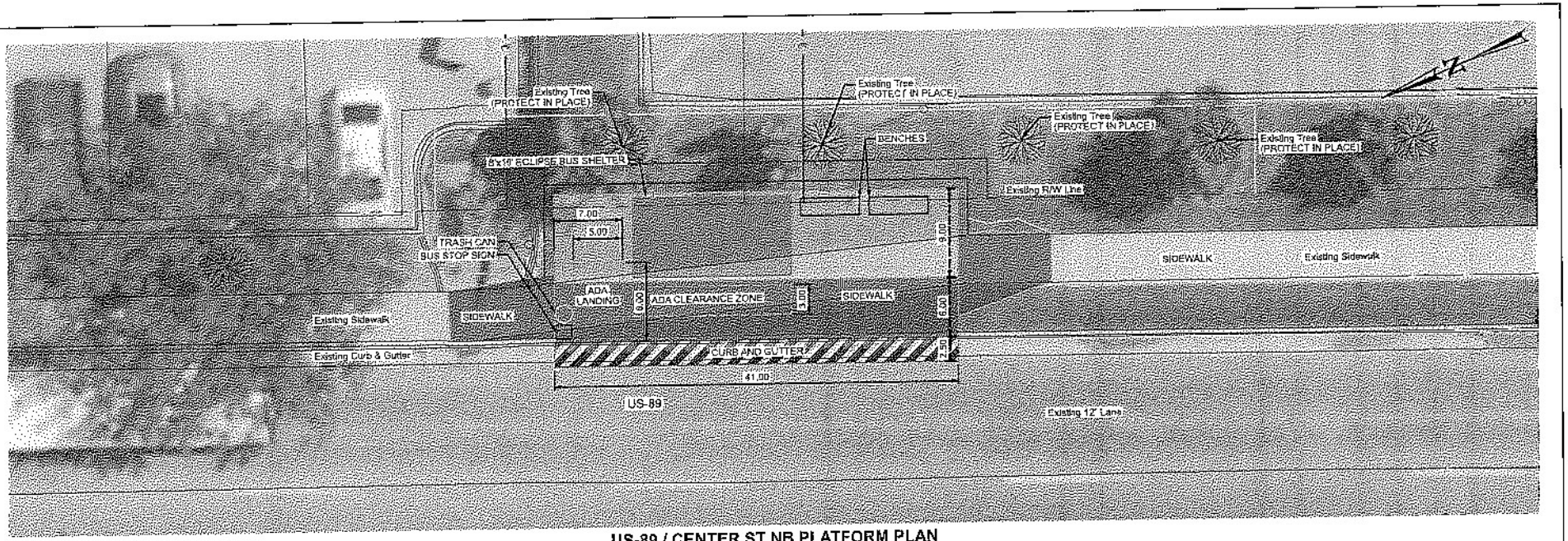
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / EAGLE RIDGE DRIVE SB
Drawn By: RLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

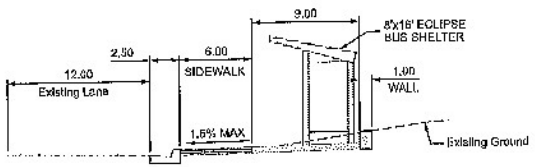
Scale: 1:10
DATE Plotted:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 26B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

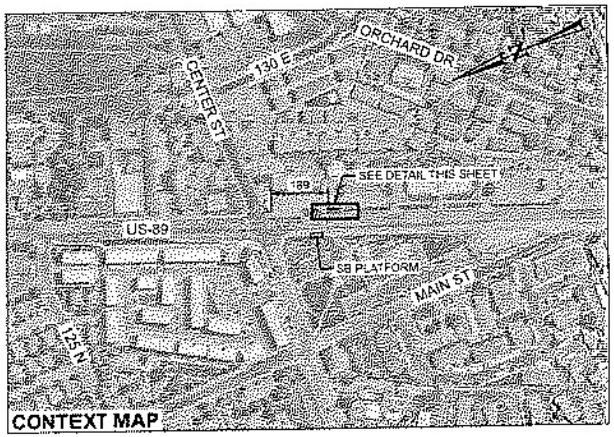


US-89 / CENTER ST NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

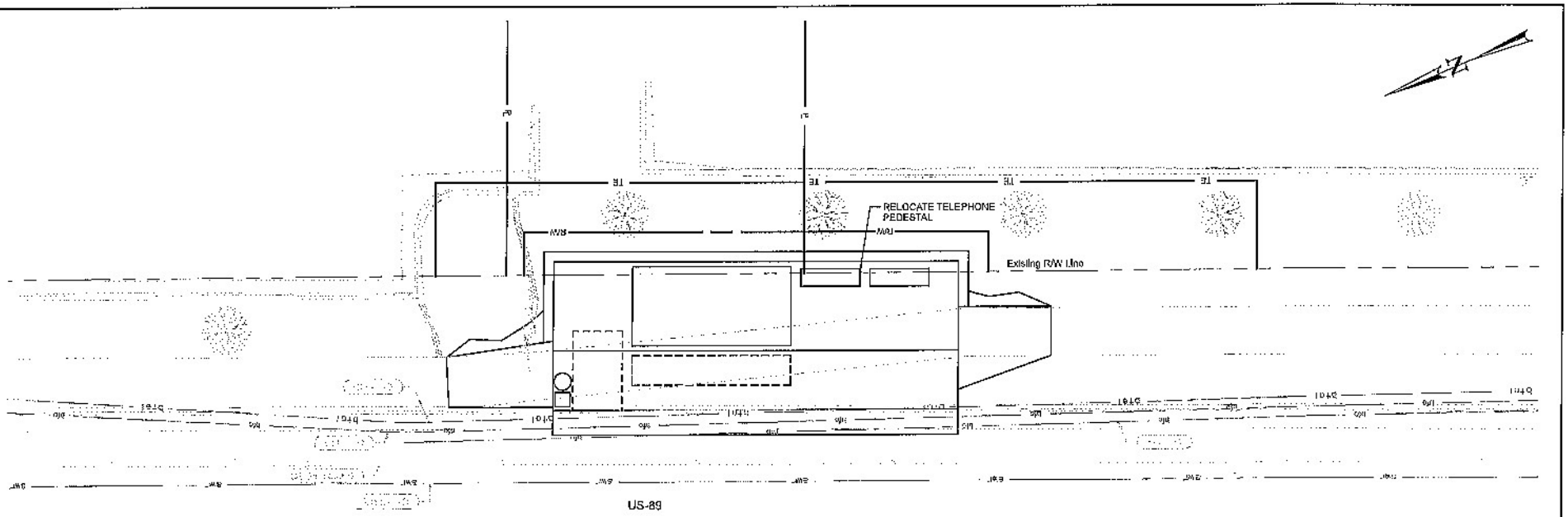
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / CENTER ST NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03708VW	
		Alignment:	Sheet No.: 27

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / CENTER ST NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

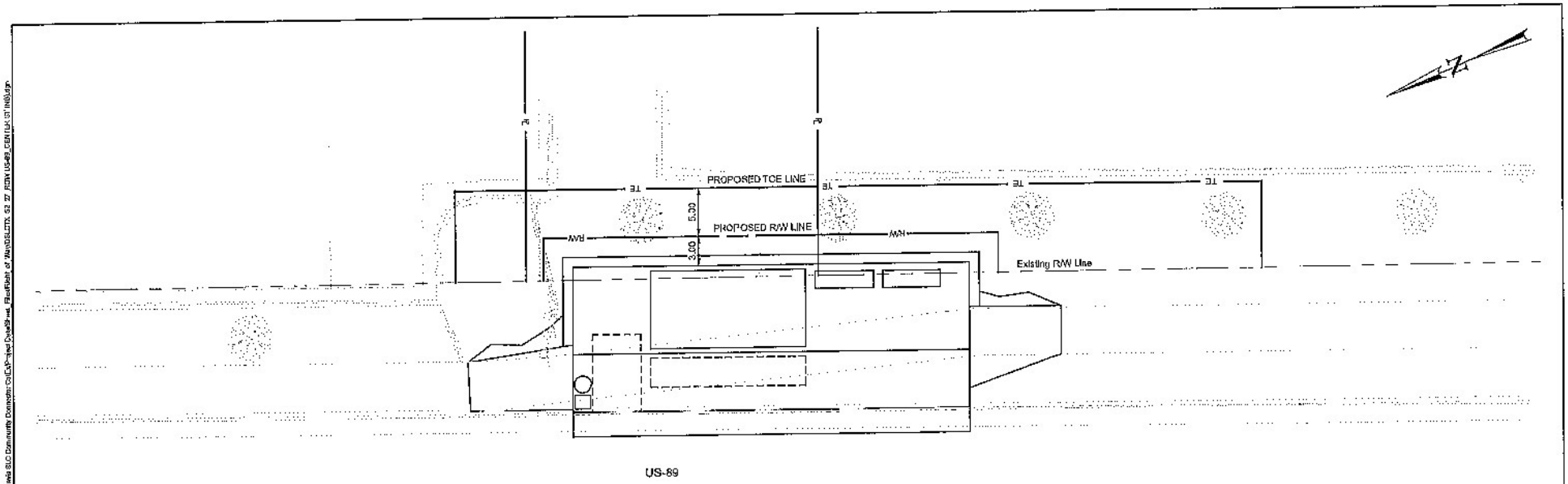
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / CENTER ST NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 27A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / CENTER ST NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
US-89 / CENTER ST NB	UTAH LOCAL GOVERNMENTS TRUST	133	1146

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

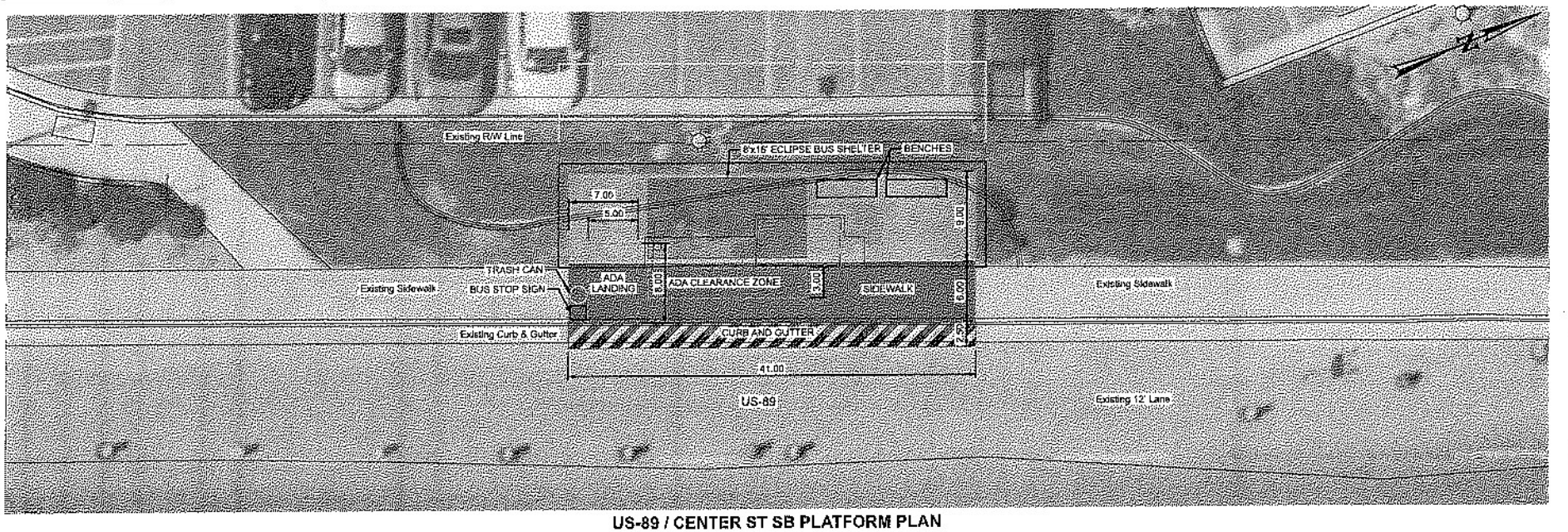
DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

UTA
UTAH TRANSIT AUTHORITY

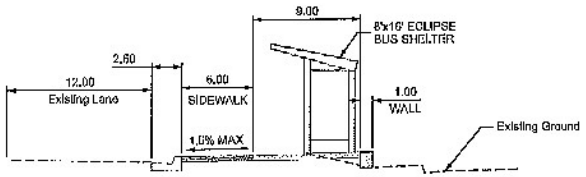
Designed By: BJB	US-89 / CENTER ST NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	
Scale: 1:10	
CADD Element:	
Submittal Date: 03/17/2025	
UTA Contract No.: 23-03706VW	
Alignment:	Sheet No.: 27B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

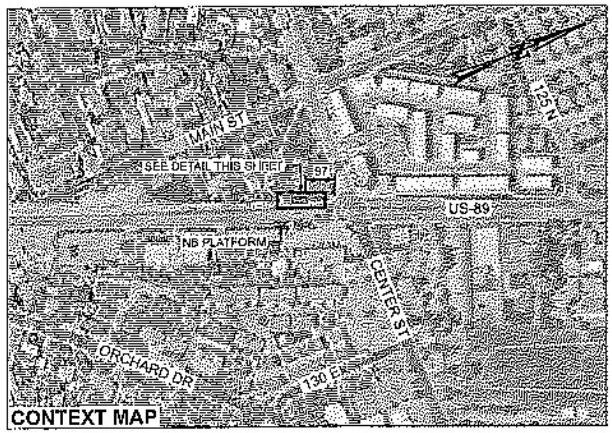


US-89 / CENTER ST SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT – CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

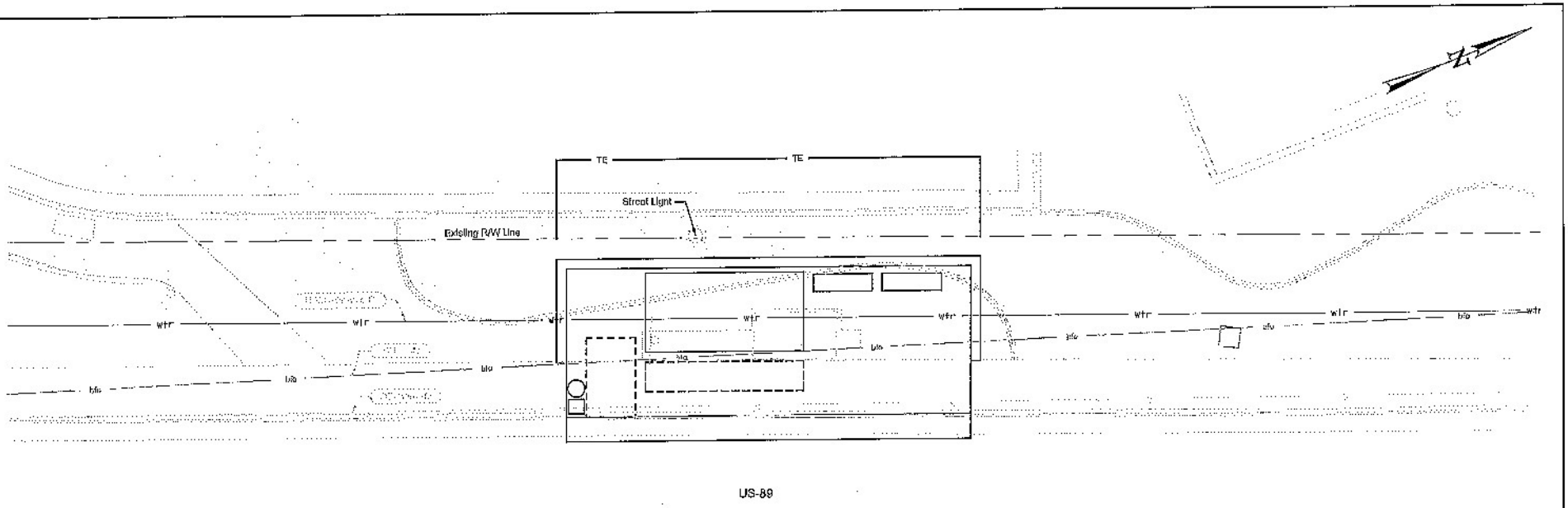
UTA
UTAH TRANSIT AUTHORITY

Submitted By:
Approved By:

Designed By: BJB	US-89 / CENTER ST SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale: 1:10
CASS Fiber ref:
Submittal Date: 03/17/2026
UTA Contract No: 23-03700VW
Alignment:
Sheet No: 28

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / CENTER ST SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

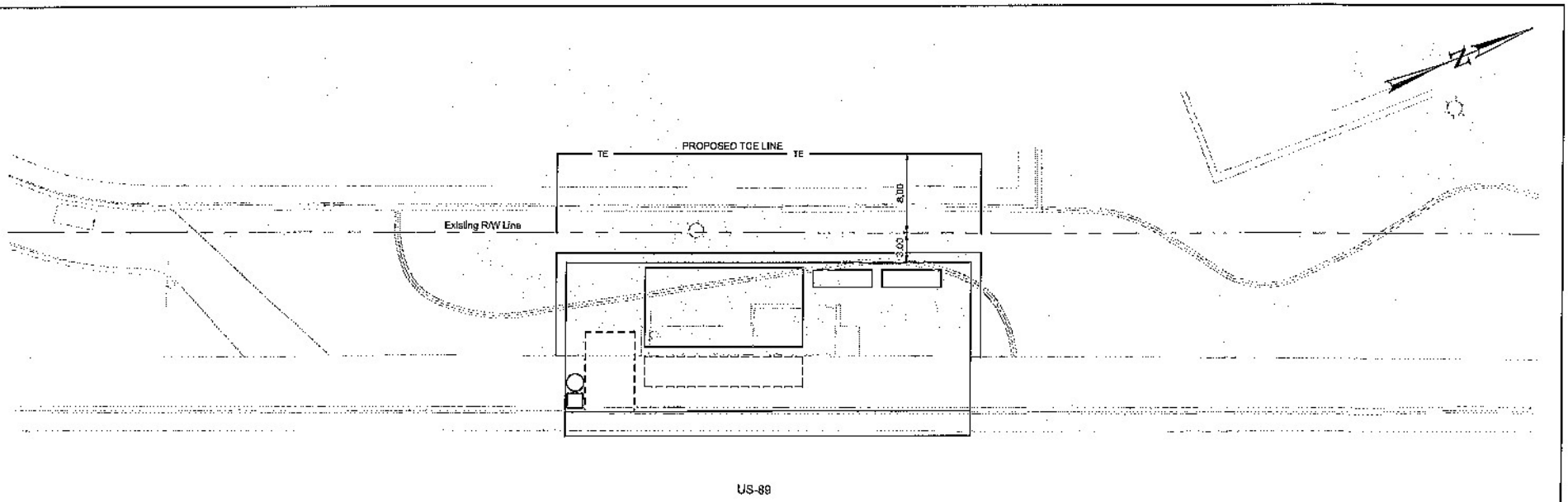
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / CENTER ST SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Document No.: 23-03706VW
Alignment:
Sheet No.: 28A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / CENTER ST SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Foot)	Temporary Easement (Square Foot)
US-89 / CENTER ST SB	UTAH LOCAL GOVERNMENTS TRUST	-	425

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

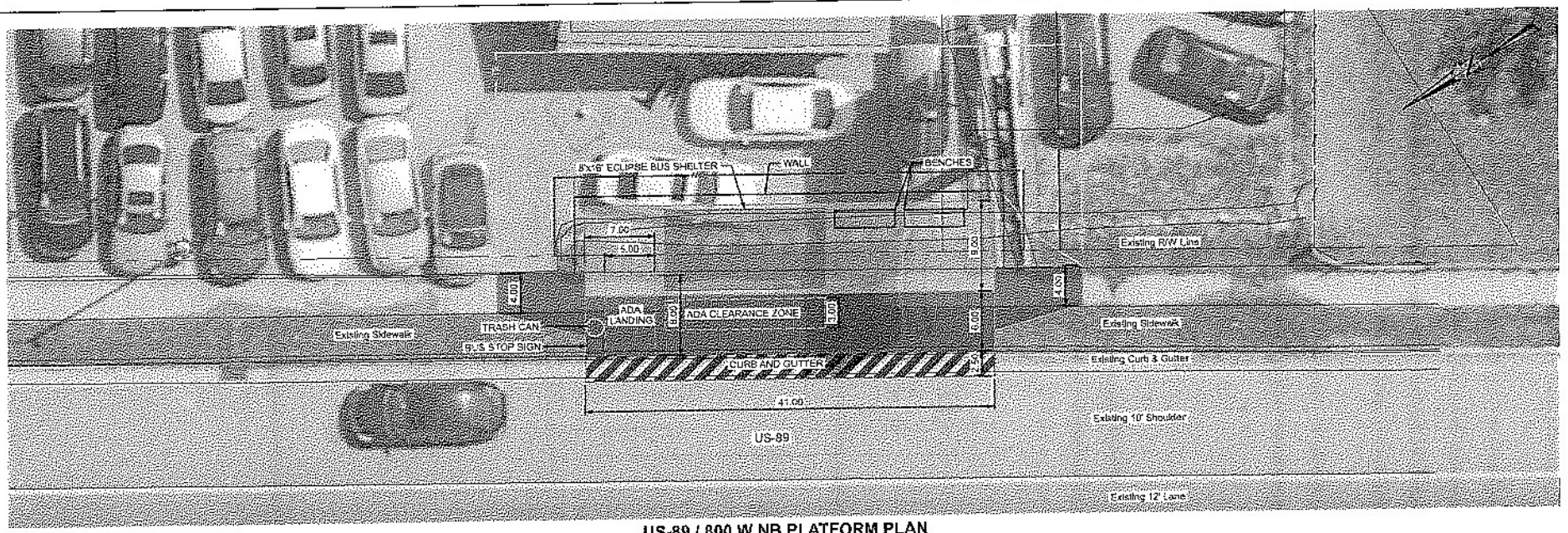
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: DJB	US-89 / CENTER ST SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

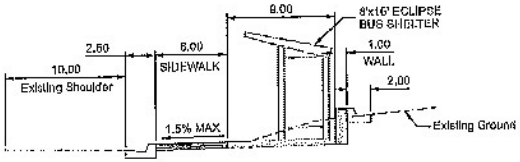
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 2813

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

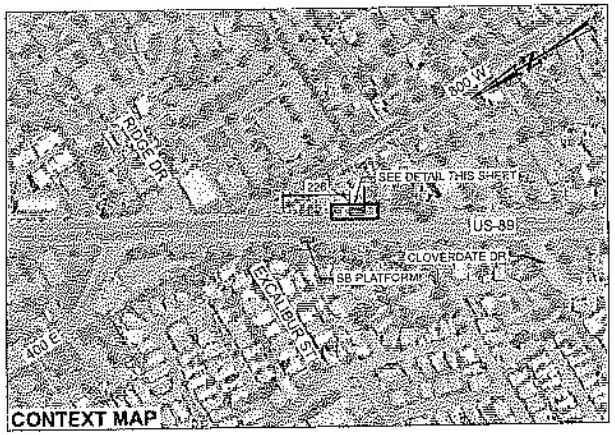


US-89 / 800 W NB PLATFORM PLAN

NOTES;



PROPOSED TYPICAL SECTION



LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

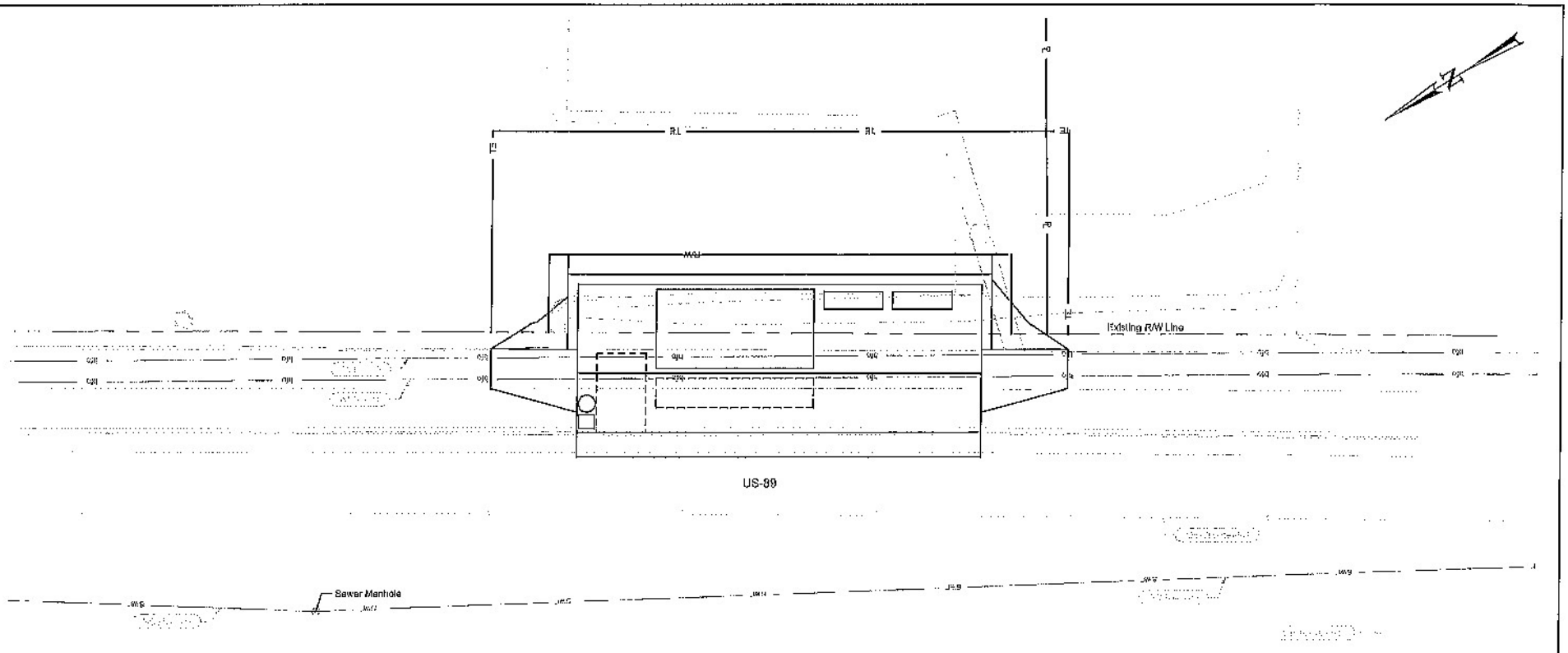
Submitted By: ____

UTA
UTAH TRANSIT AUTHORITY

Approved By: ____

Designed By: BJB	US-89 / 800 W NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 29

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / 800 W NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

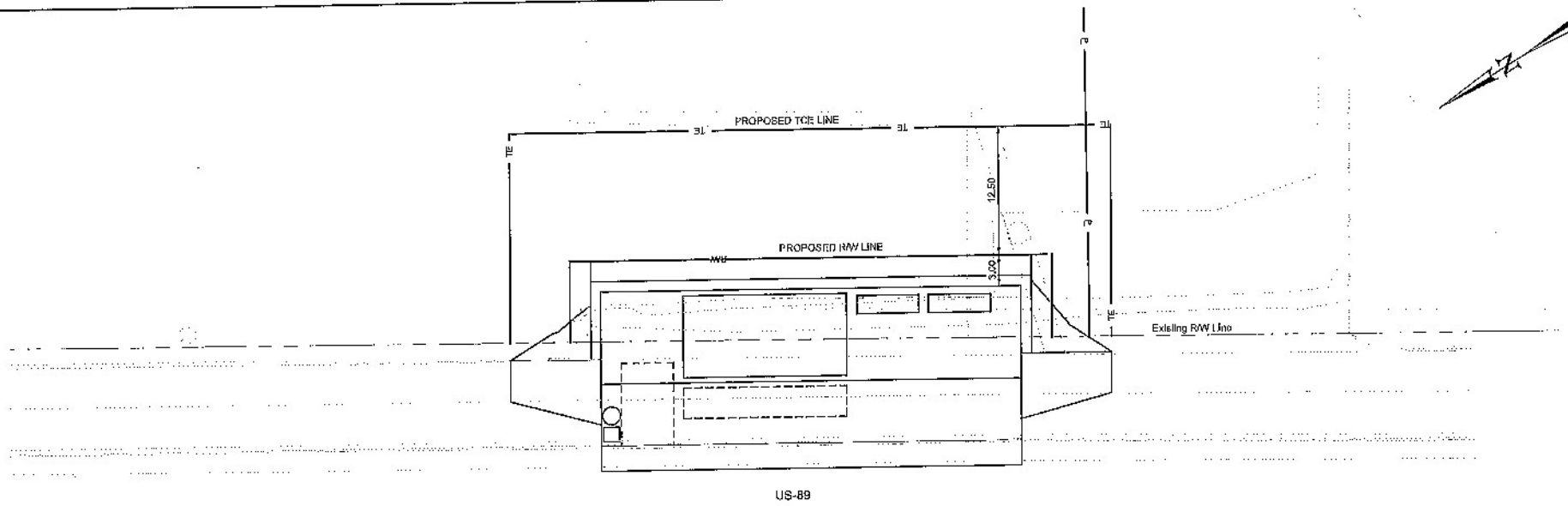
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJD	US-89 / 800 W NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment:
Sheet No.: 29A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / 800 W NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
US-89 / 800 W NB	CLEVERLY, DONALD B & VERNA C - TRUSTORS	203	916

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

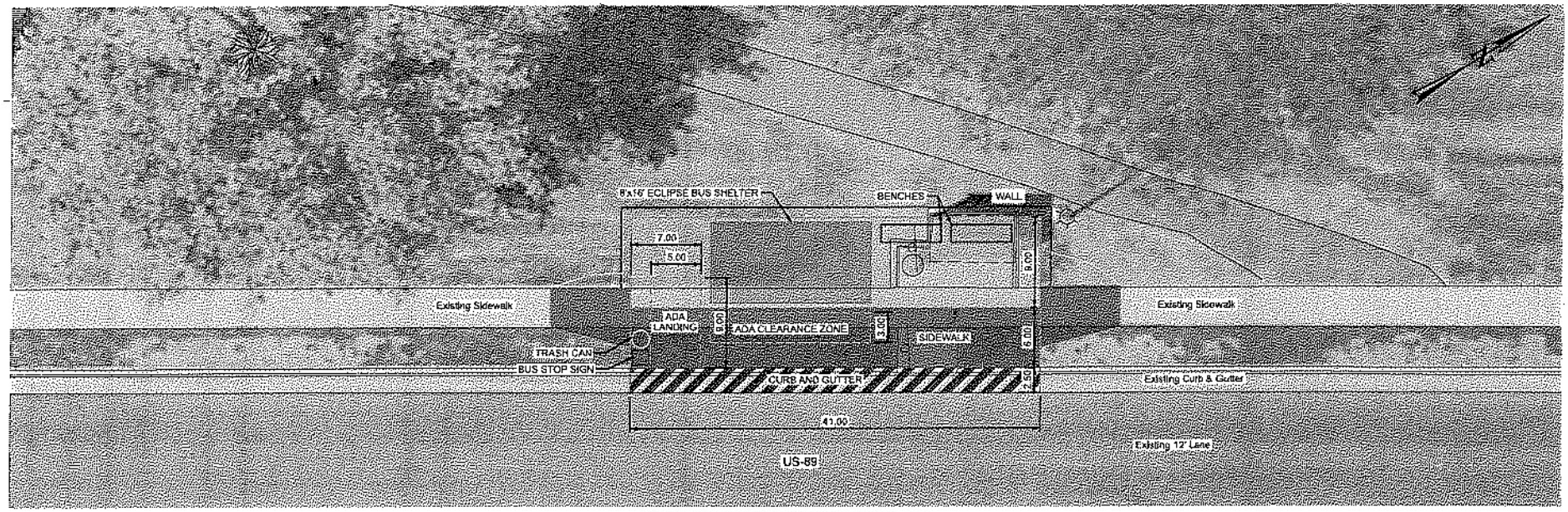
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / 800 W NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

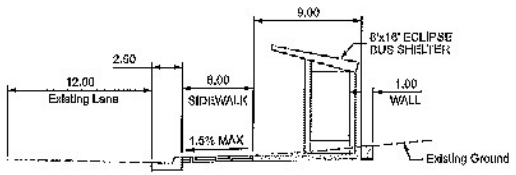
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment: Sheet No.: 29B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

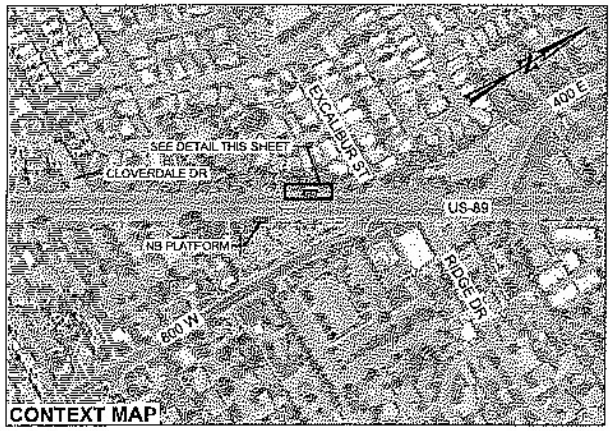


US-89 / 800 W SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

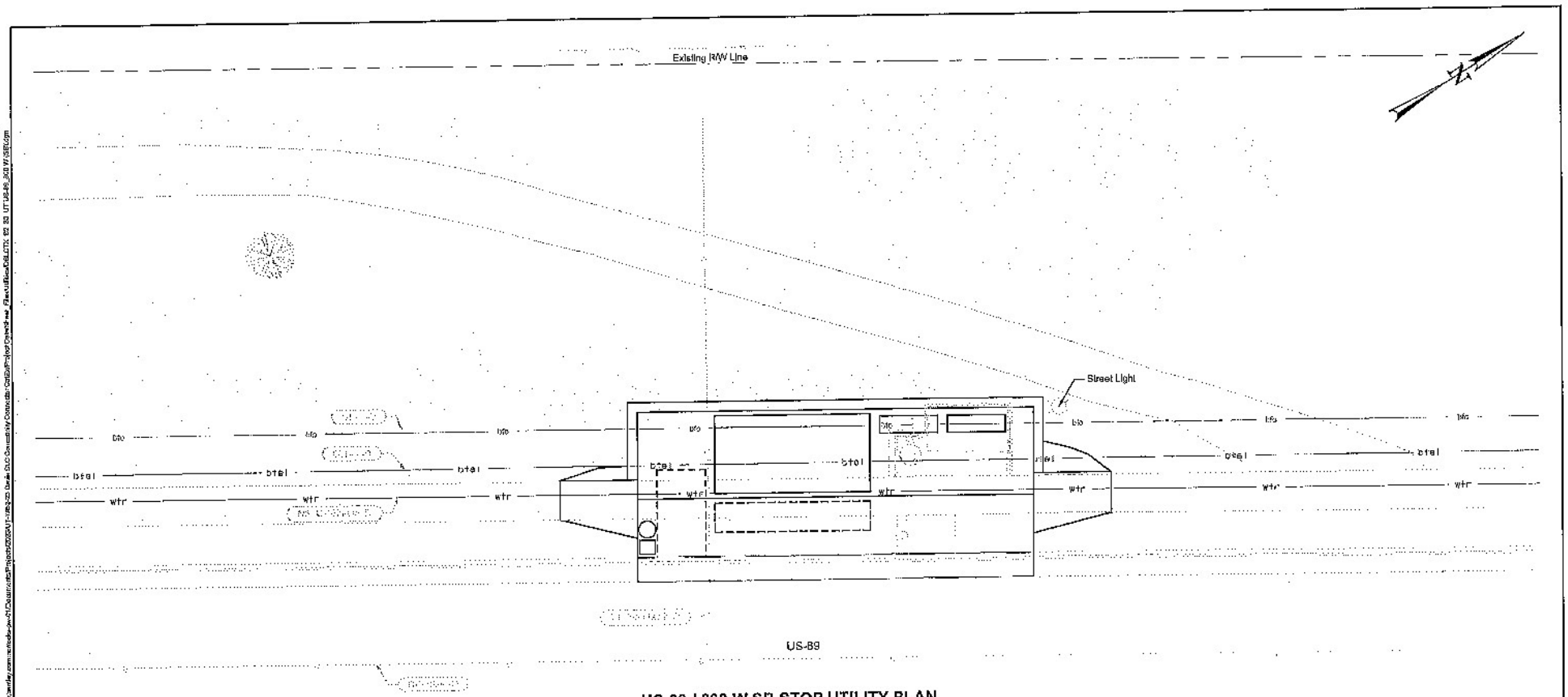
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / 800 W (SB) BUS STOP	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	DADD Reference:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2026	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 30

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / 800 W SB STOP UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Sub-Mod By:

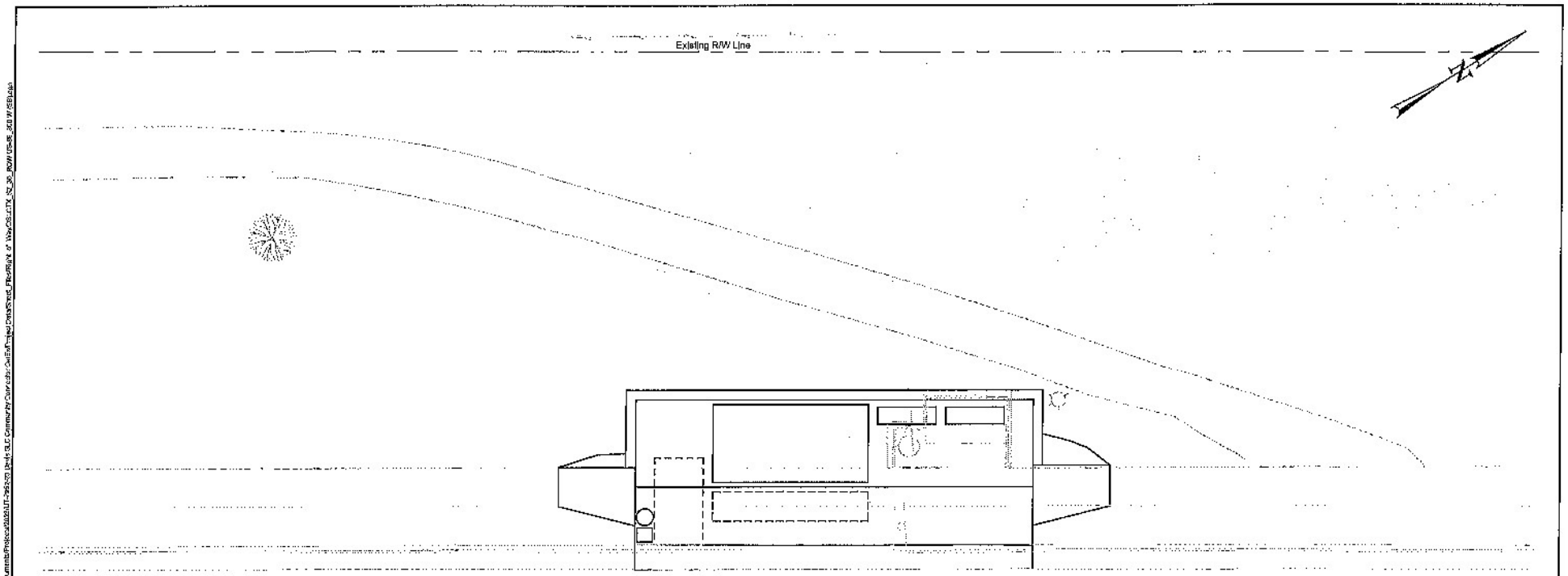
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: DJB	US-89 / 800 W SB BUS STOP
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No: 23-03706VW
Alignment:
Sheet No: 30A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89

US-89 / 800 W SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
US-89 / 800 W SB BUS STOP	XX	-	-

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

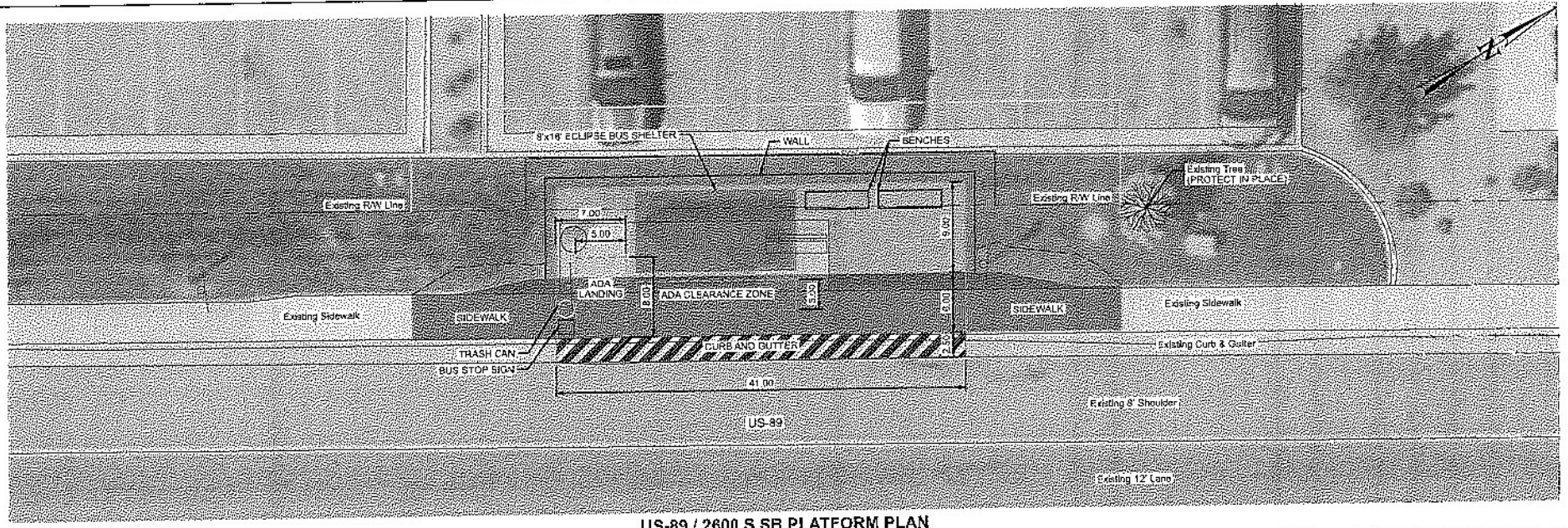
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / 800 W SB BUS STOP
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

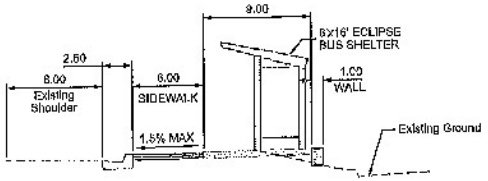
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 3010

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

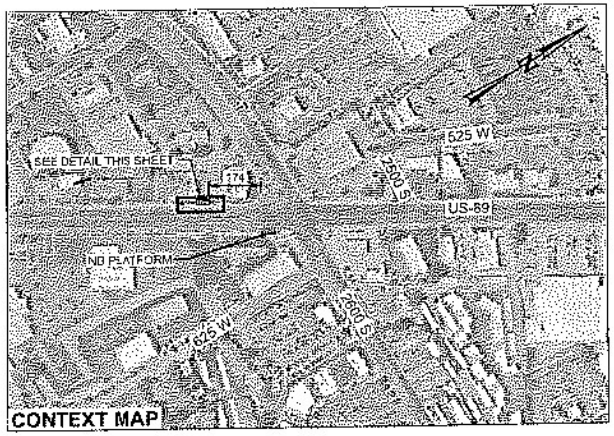


US-89 / 2600 S SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

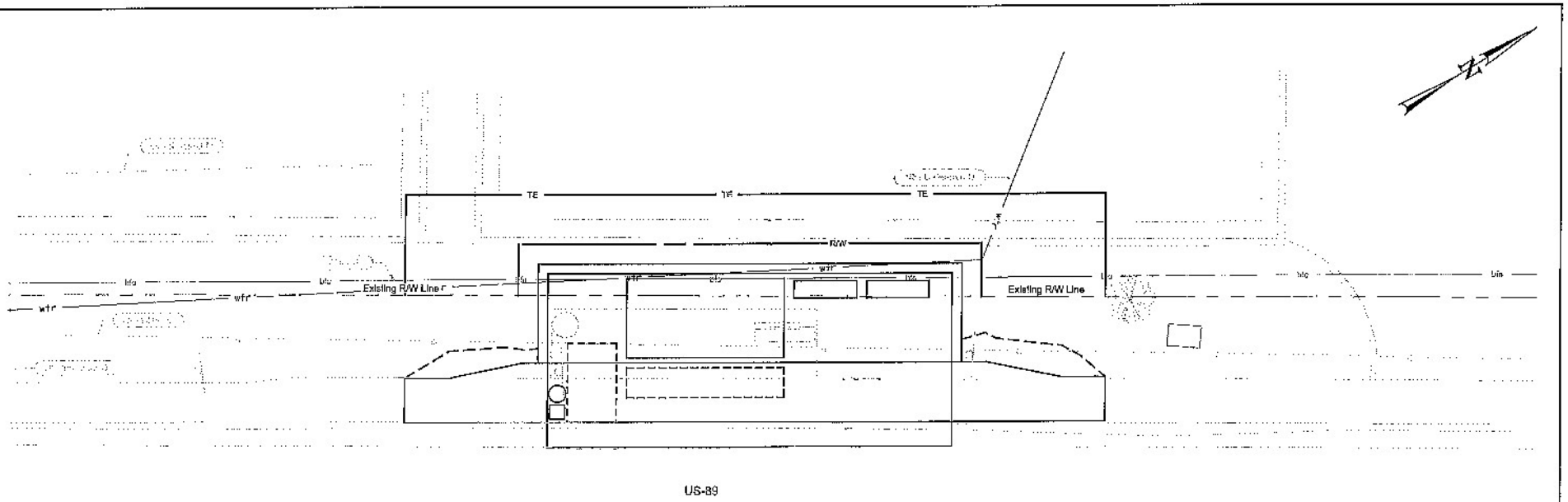
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / 2600 S SB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	DADD File no.:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 31

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / 2600 S SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

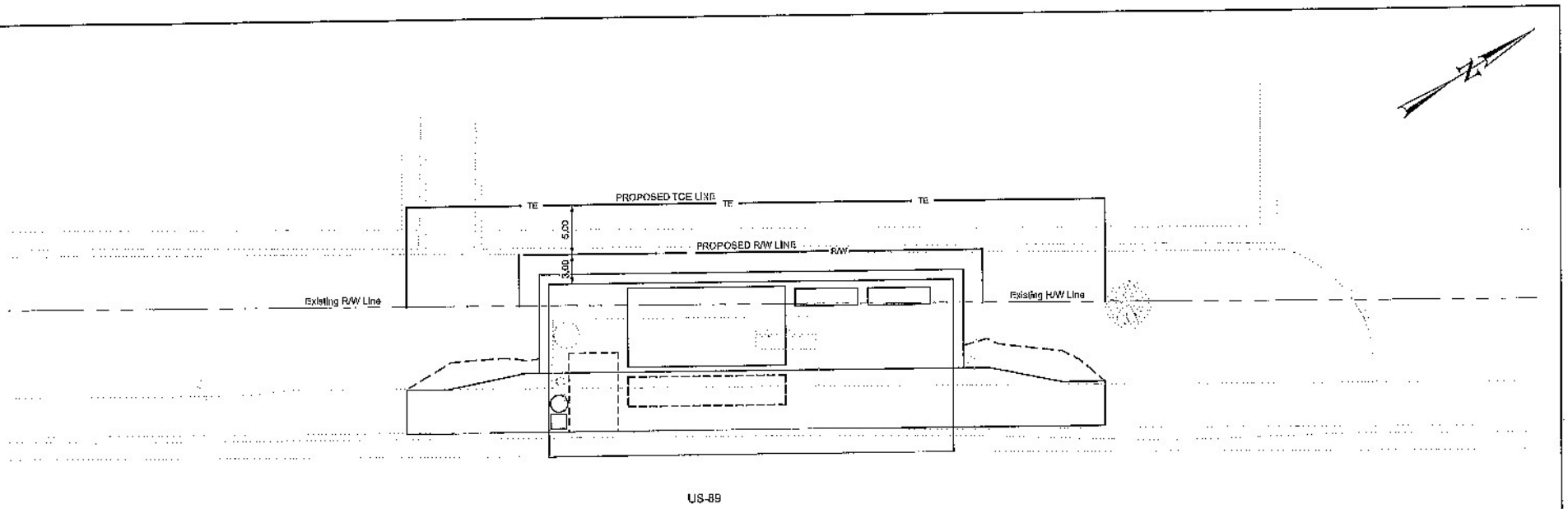
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / 2600 S SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 31A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / 2600 S SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
US-89 / 2600 S SB	MCCLORY, OLIVER S & SERENA T - TRUSTEES	175	488

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

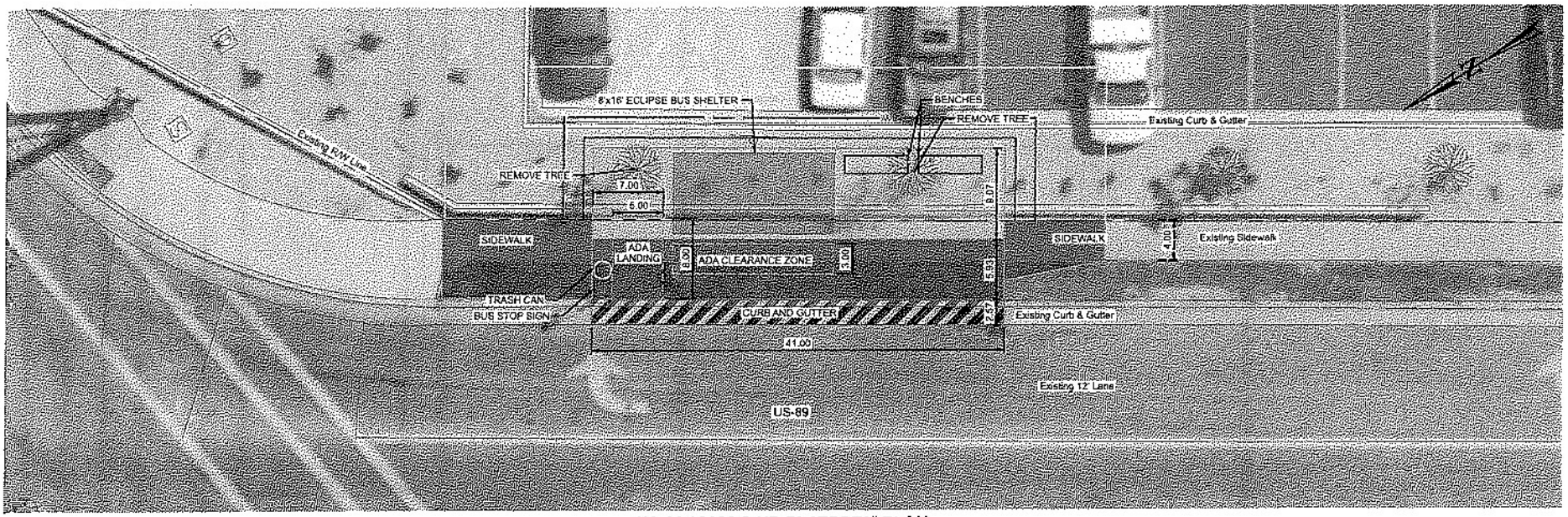
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / 2600 S SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

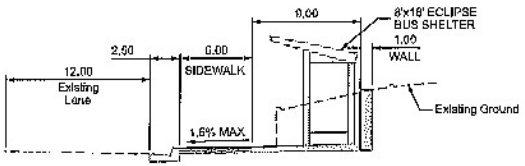
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 31B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

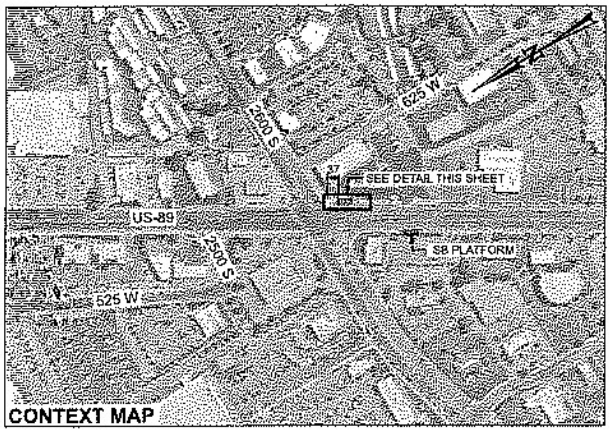


US-89 / 2600 S NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

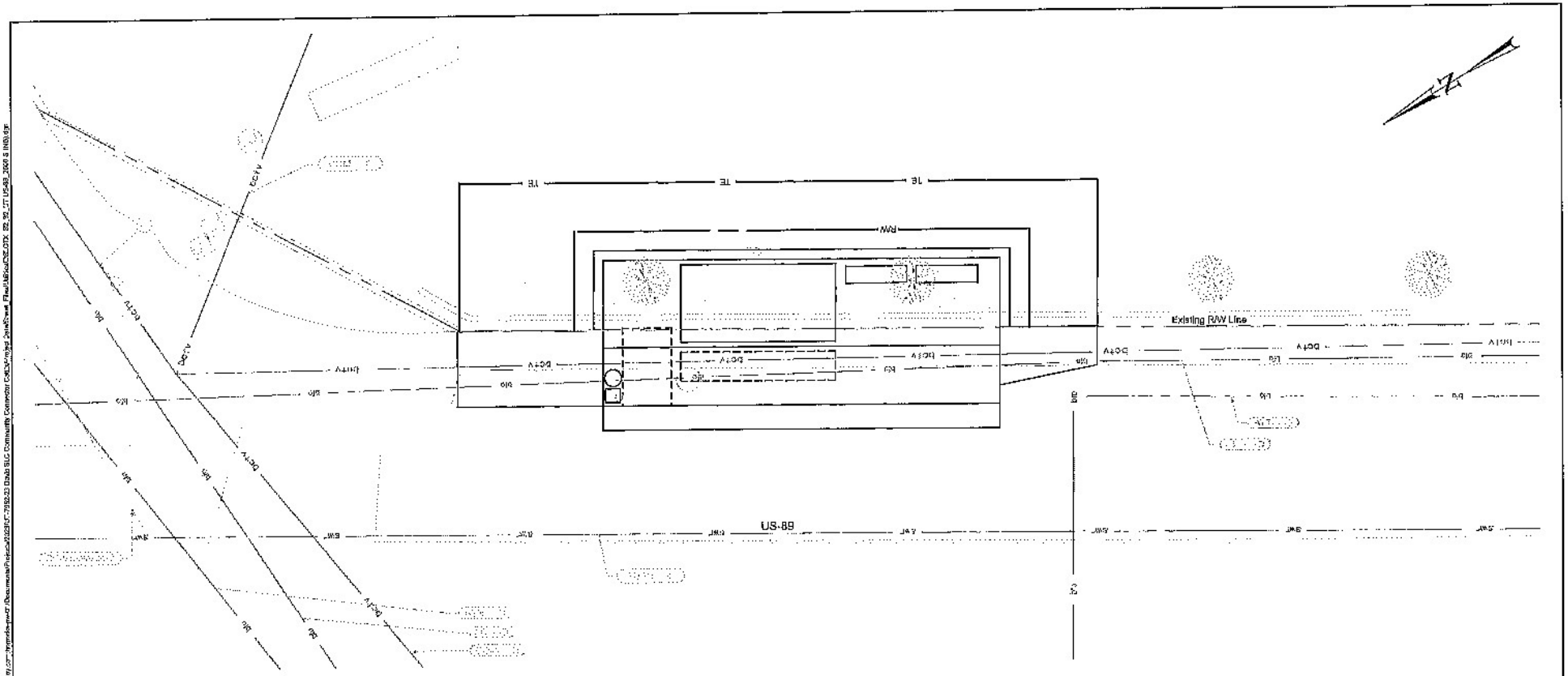
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	US-89 / 2600 S NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	PLATFORM
Approved By: XXX	

Scale: 1:10
GRID Filename:
Submittal Date: 03/17/2026
UVA Contract No.: 23-03706VW
Alignments:
Sheet No.: 32

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89 / 2600 S NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

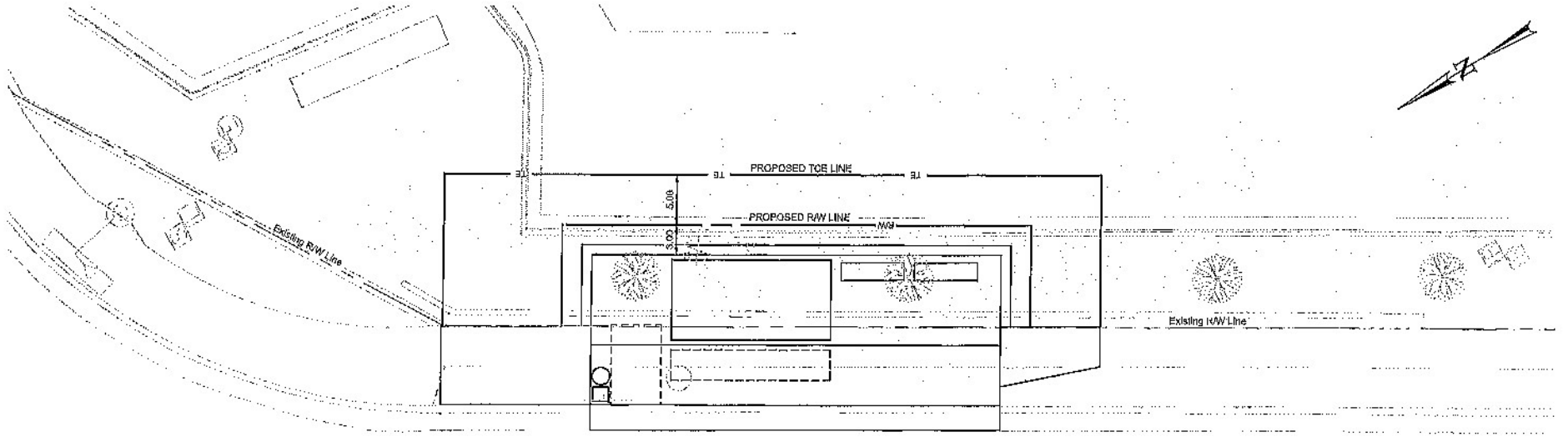
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / 2600 S NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
GADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 32A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



US-89

US-89 / 2600 S NB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
US-89 / 2600 S NB	SFP-B LIMITED PARTNERSHIP	477	524

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

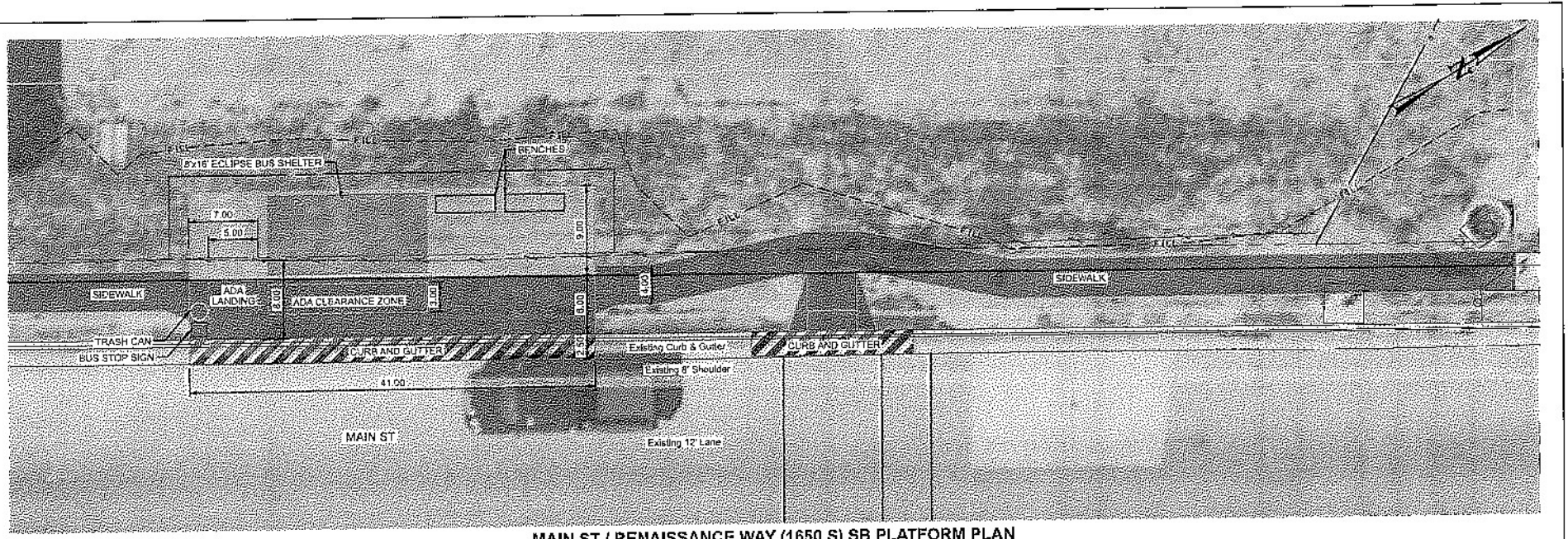
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	US-89 / 2600 S NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

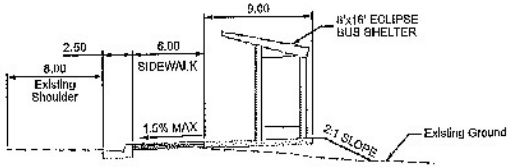
Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment: Sheet No.: 32B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

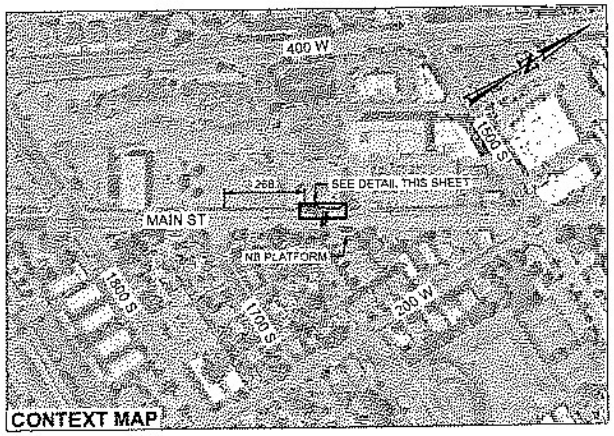


MAIN ST / RENAISSANCE WAY (1650 S) SB PLATFORM PLAN

NOTES:
1. SEE SHEET 33.1 FOR ADDITIONAL ROADWORK.



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

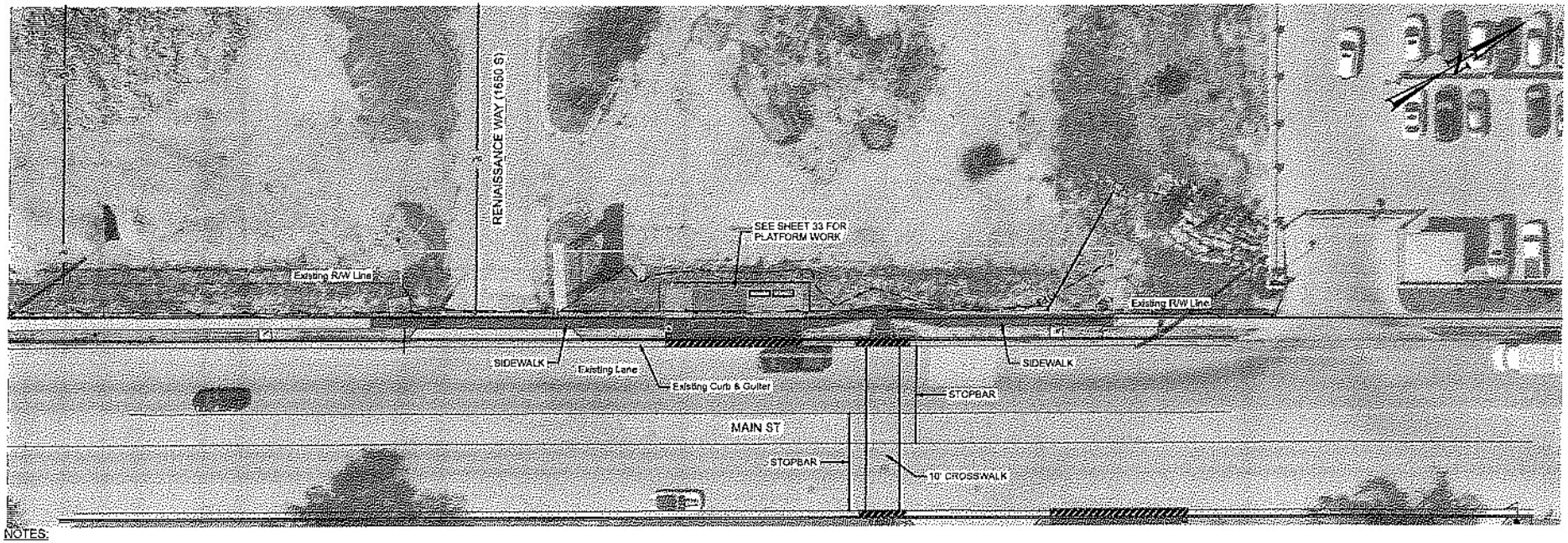
Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	MAIN ST / RENAISSANCE WAY (1650 S) SB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD File No.:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Plot No.: 33

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NOTES:

MAIN ST / RENAISSANCE WAY (1650 S) SB ROADWAY PLAN

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

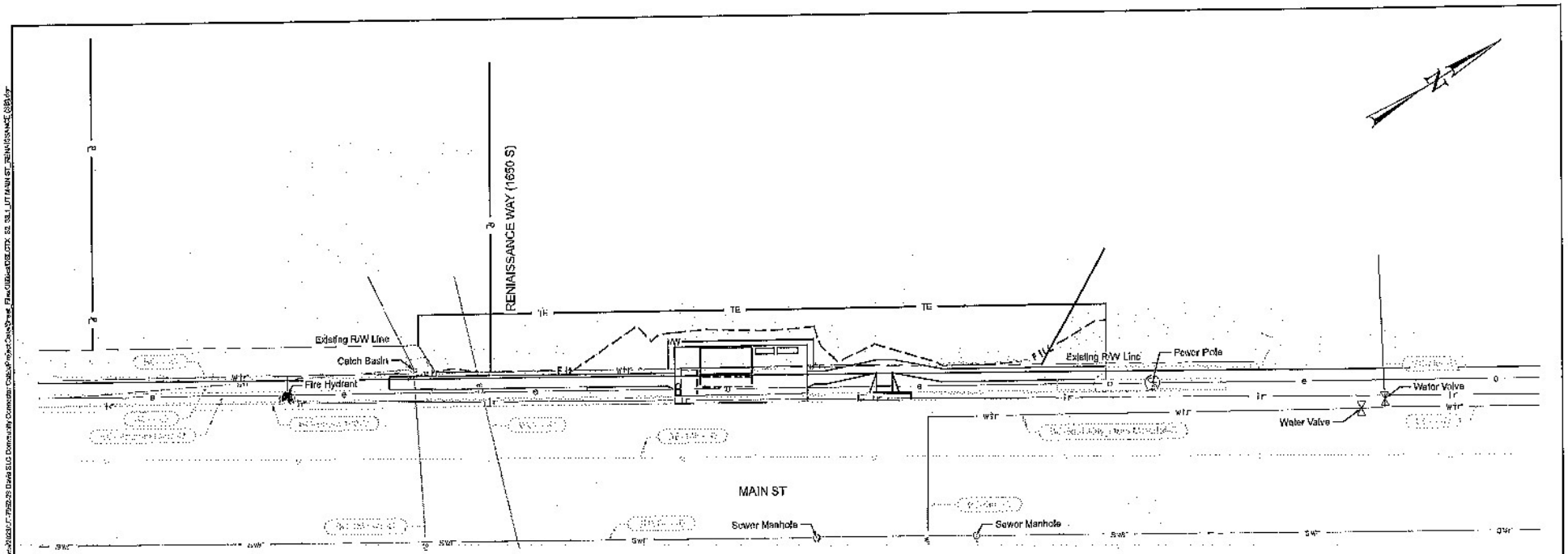
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: DJB	MAIN ST / RENAISSANCE WAY (1650 S) SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	ROADWAY
Approved By: XXX	

Scale: 1:30
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No: 23-03708VW
Alignment: Sheet No.: 33.1

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / RENAISSANCE WAY (1650 S) SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

S.A. Used By: _____

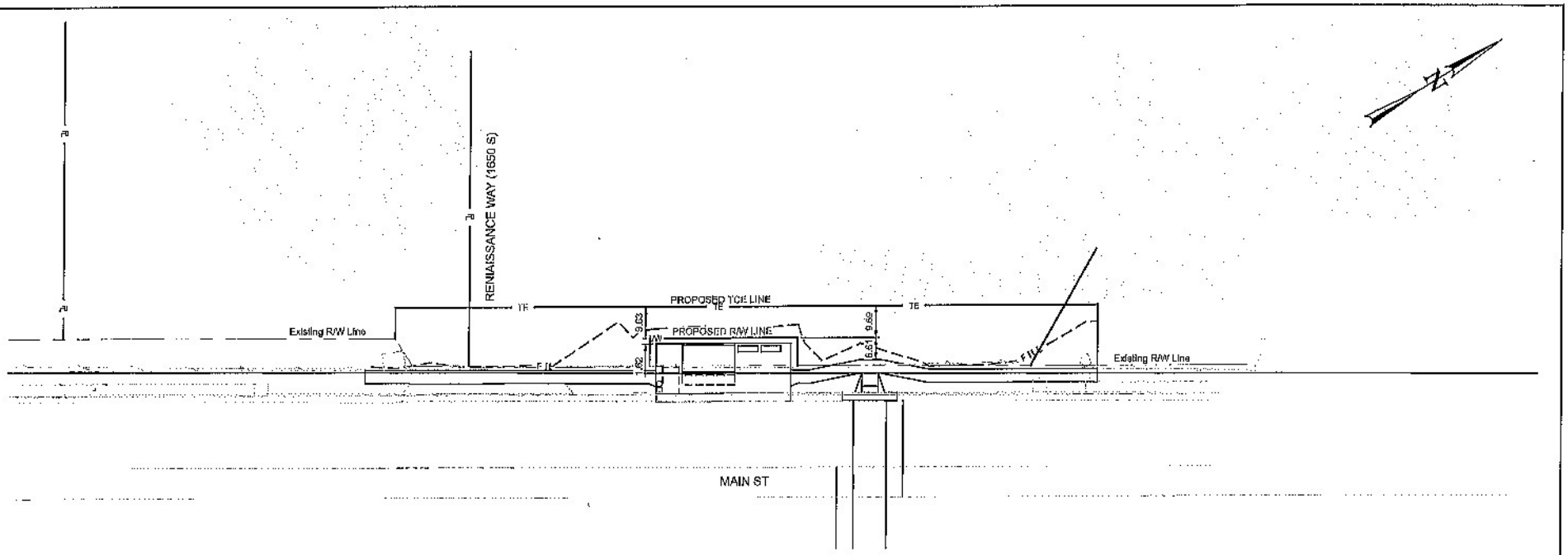
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: BJB	MAIN ST / RENAISSANCE WAY (1650 S) SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: DHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 33.1A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / RENAISSANCE WAY (1670 S) SB ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
MAIN ST / RENAISSANCE WAY (1750 S) SB	TOWN CENTER LLC	343	3474

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

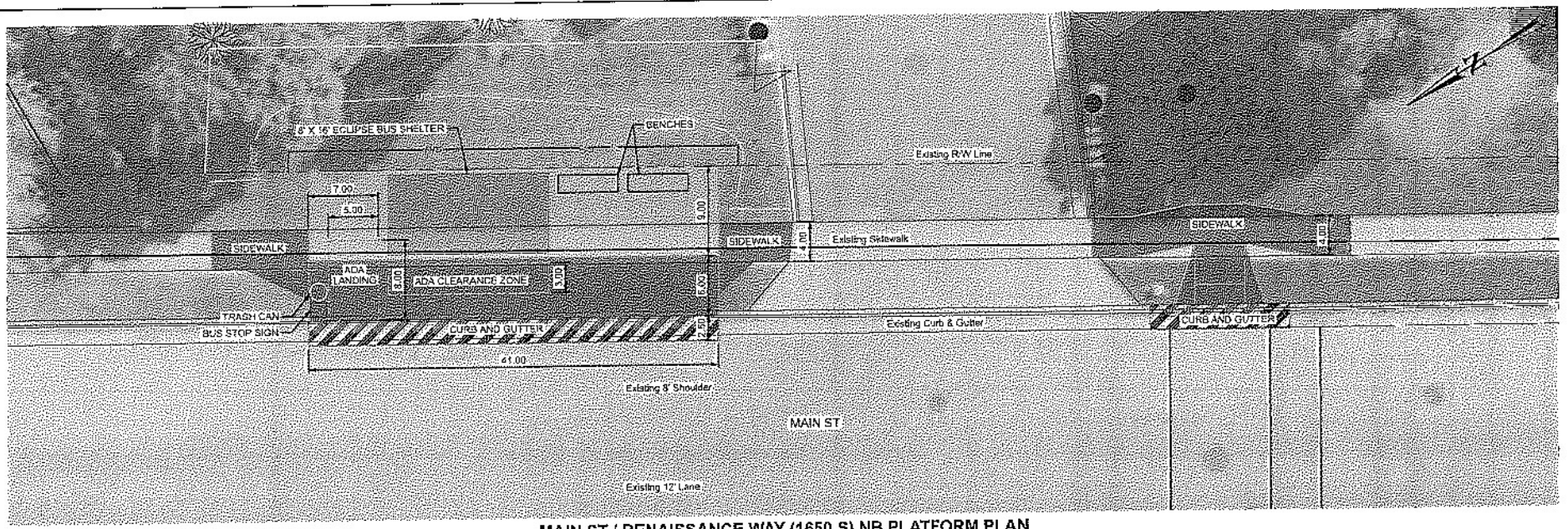
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: SJB	MAIN ST / RENAISSANCE WAY (1650 S) SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

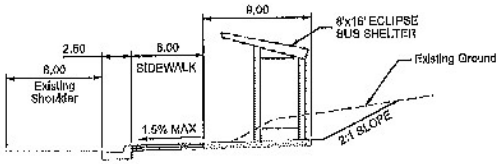
Scale: 1:10
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 33.1B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / RENAISSANCE WAY (1650 S) NB PLATFORM PLAN

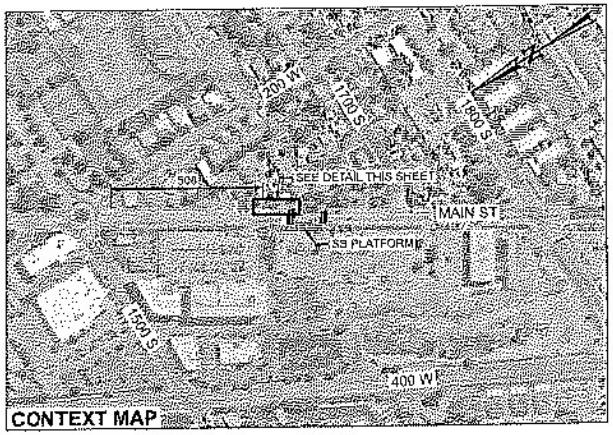
NOTES:



PROPOSED TYPICAL SECTION

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE



CONTEXT MAP

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

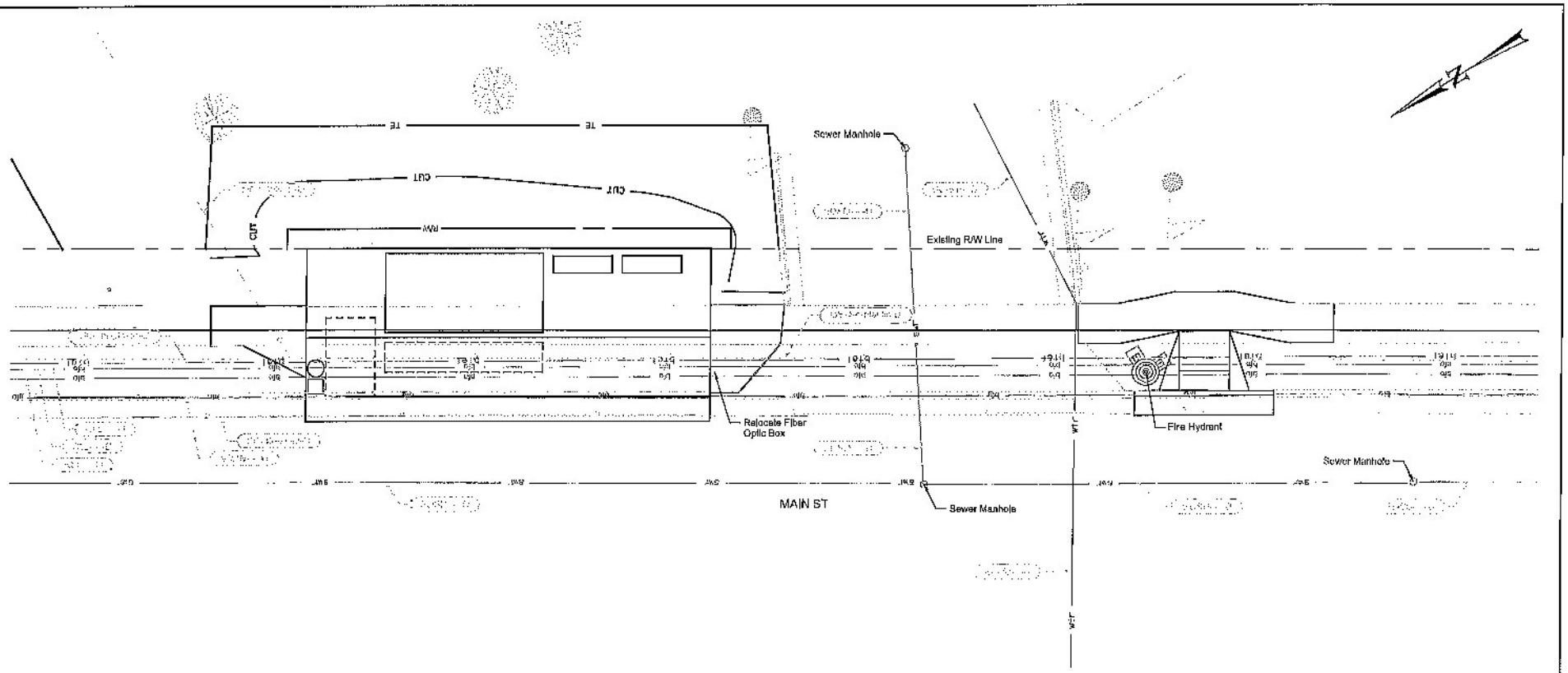
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	MAIN ST / RENAISSANCE WAY (1650 S) NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CAD Filename:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2025	
Approved By: XXX		UTA Contract No.: 23-03706VW	
		Alignment:	Sheet No.: 34

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / RENAISSANCE WAY (1650 S) NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

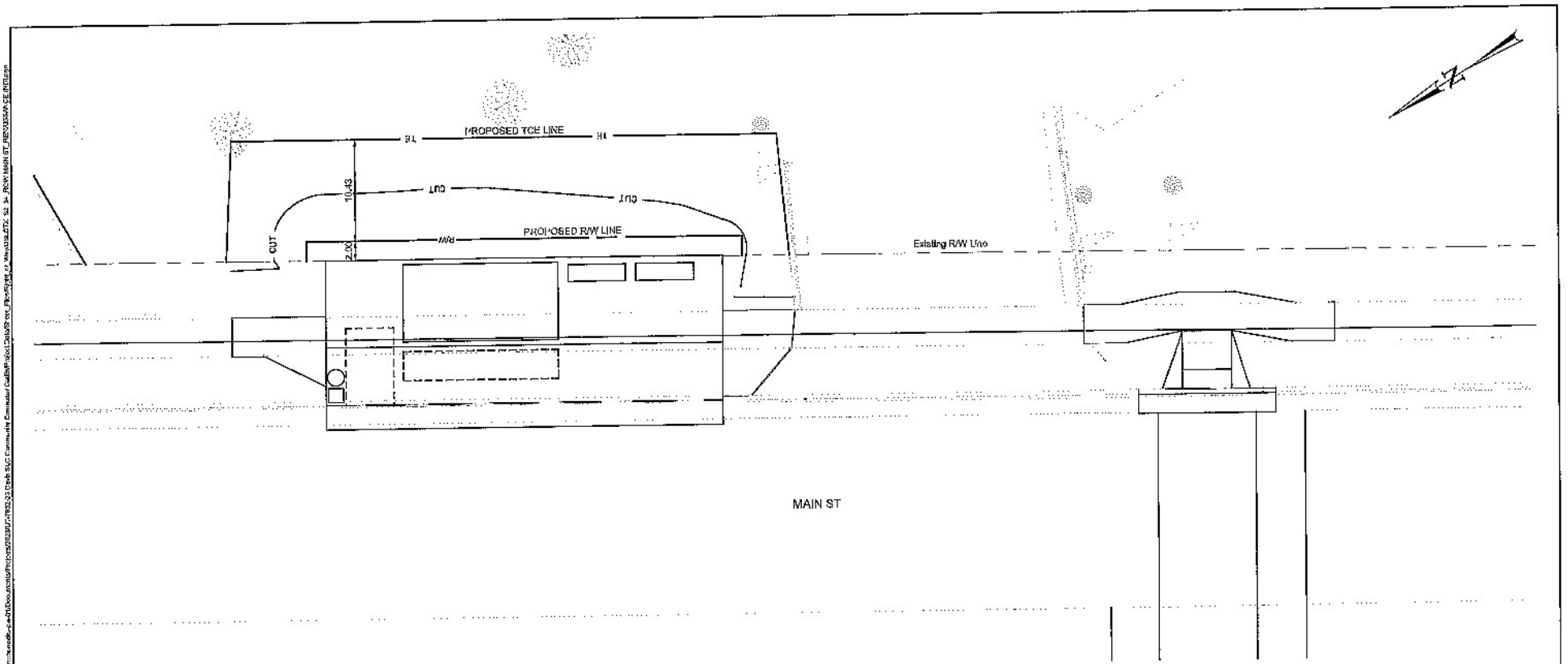
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	MAIN ST / RENAISSANCE WAY (1650 S) NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708YW
Alignment:
Sheet No.: 34A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / RENAISSANCE WAY (1650 S) NB PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
MAIN ST / RENAISSANCE WAY (1760 S) NB	ASSOCIATION OF UNIT OWNERS OF FIVE POINTS TOWNHOUSE CONDOMINIUMS	62	549

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

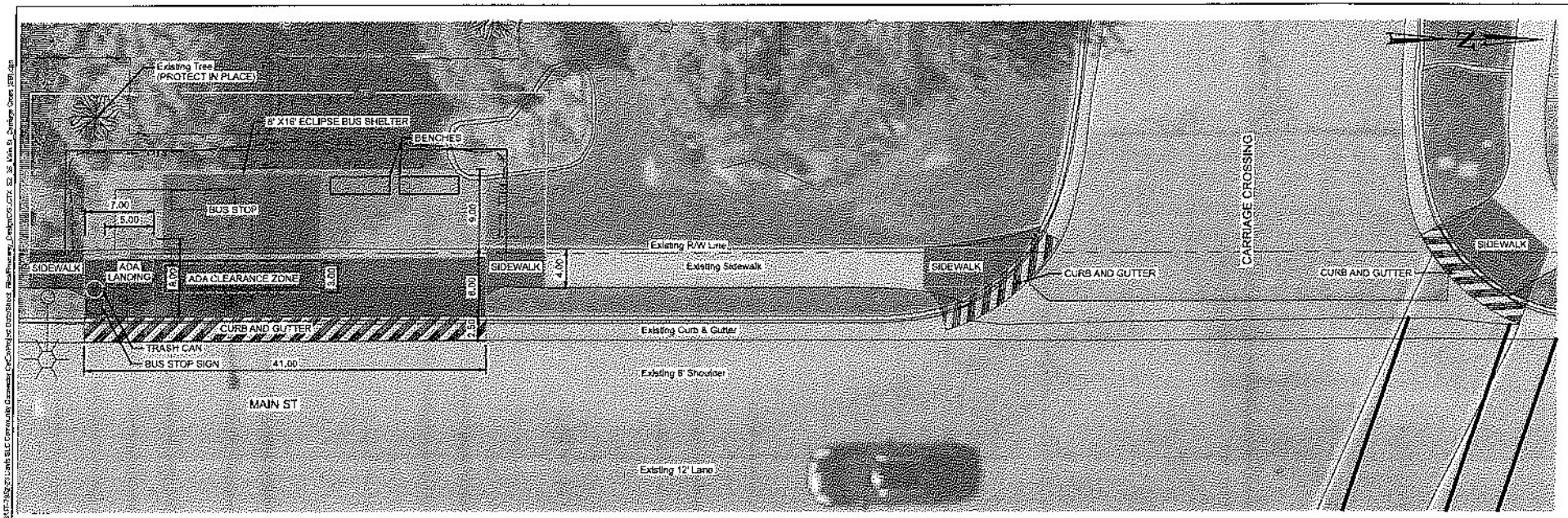
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	MAIN ST / RENAISSANCE WAY (1650 S) NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

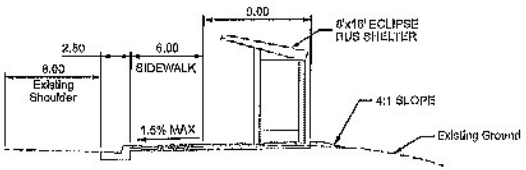
Scale: 1:10
CADD File/Unit:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 348

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

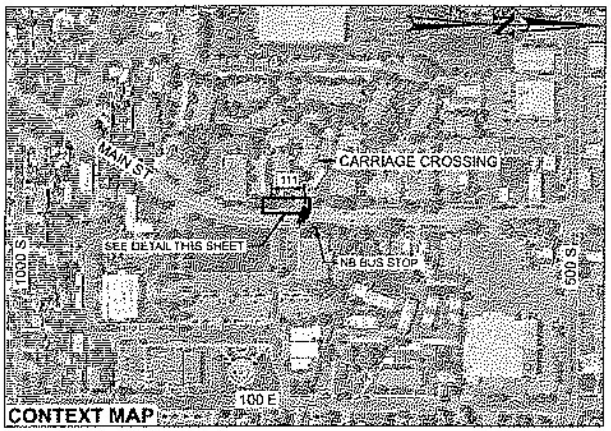


MAIN ST / CARRIAGE CROSSING SB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL — FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

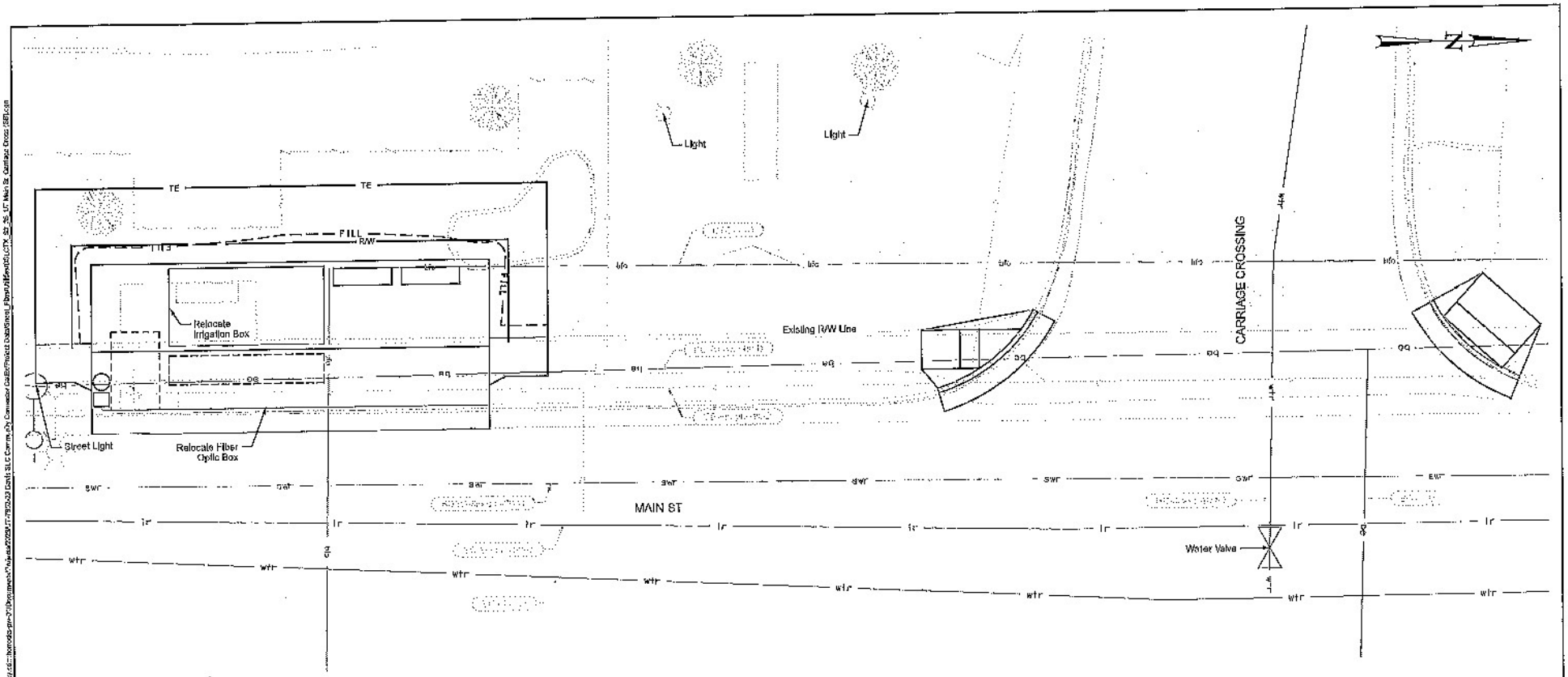
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	MAIN ST / CARRIAGE CROSSING SB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	CADD Filename:	
Checked By: CHP	PLATFORM	Submittal Date: 03/17/2026	
Approved By: XXX		UTA Contract No: 23-03706VW	
		Alignment:	Sheet No.: 36

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / CARRIAGE CROSSING SB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

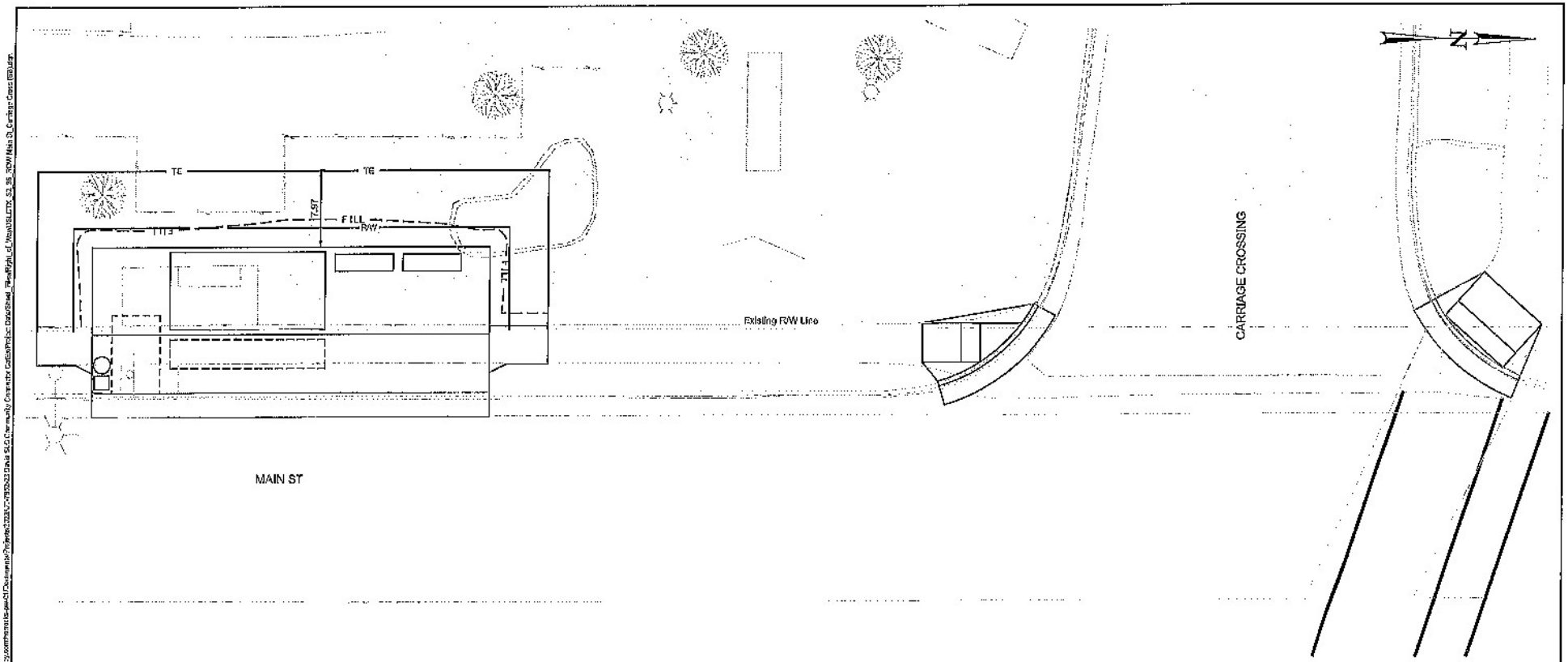
UTAH TRANSIT AUTHORITY

Designed By: BJB
Drawn By: BLA
Checked By: CHP
Approved By: XXX

MAIN ST / CARRIAGE CROSSING SB
DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
UTILITY

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 35A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / CARRIAGE CROSSING SB PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
MAIN ST / CARRIAGE CROSSING SB	CARRIAGE CROSSING MANAGEMENT ASSOCIATION	474	389

NOTE:
EXISTING RIGHT-OF-WAY TO BE CONFIRMED WITH DAVIS COUNTY RECORDERS OFFICE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

UTAH TRANSIT AUTHORITY

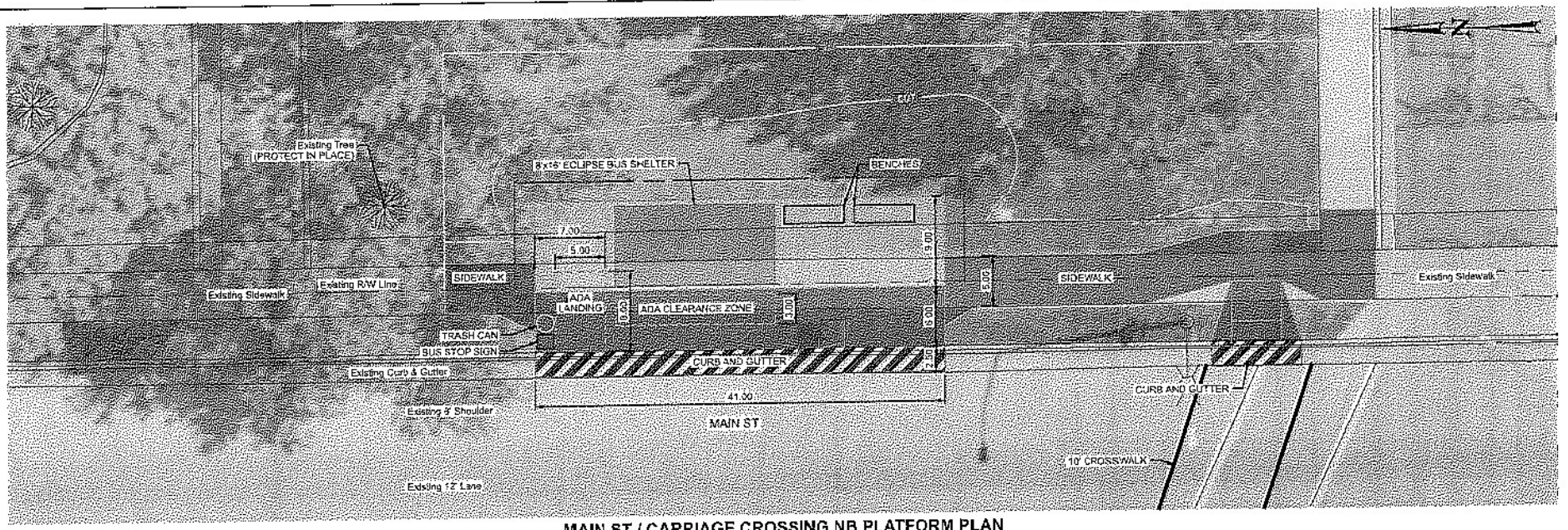
Approved By: _____

Designed By: DJB	MAIN ST / CARRIAGE CROSSING SB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: 36B

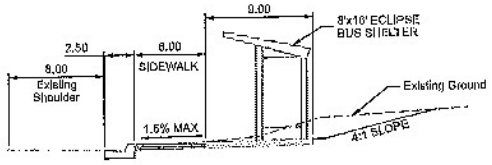
C:\Users\mmiller\ACCDocs\Horrocks\Davis-SaltLakeCity Community Connector\Project Files\Design\Civil\Sheets\Plan\Right_of_Way\SLCITY_SB_36_ROW Main St_Carriage Cross SB.dgn
3/26/2025 11:41:15 PM
RESIDENT 3

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

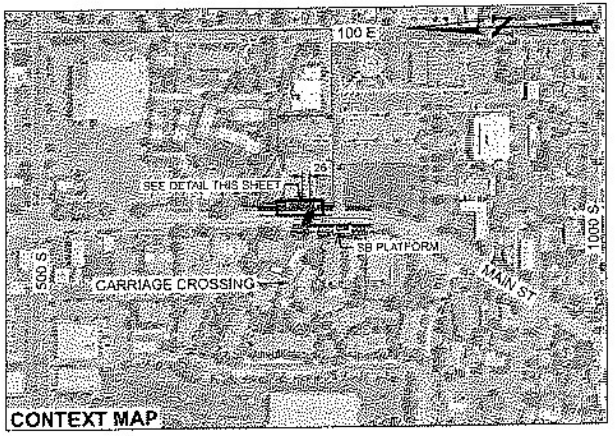


MAIN ST / CARRIAGE CROSSING NB PLATFORM PLAN

NOTES:



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:

- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL – FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

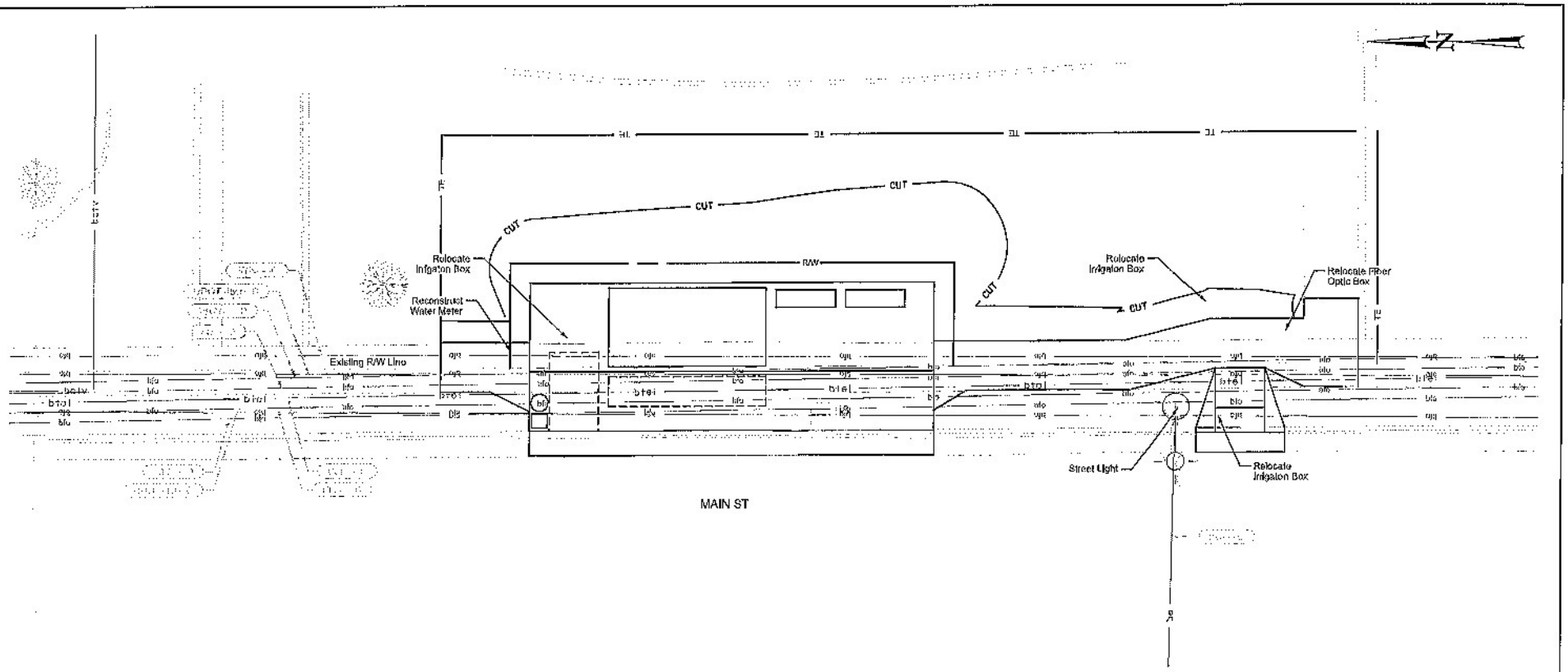
Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	MAIN ST / CARRIAGE CROSSING NB	Scale: 1:10	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR	Submittal Date: 03/17/2025	
Checked By: CHP	PLATFORM	UTA Contract No.: 23-03706VW	
Approved By: XXX		Alignment	Sheet No.: 38

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / CARRIAGE CROSSING NB UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

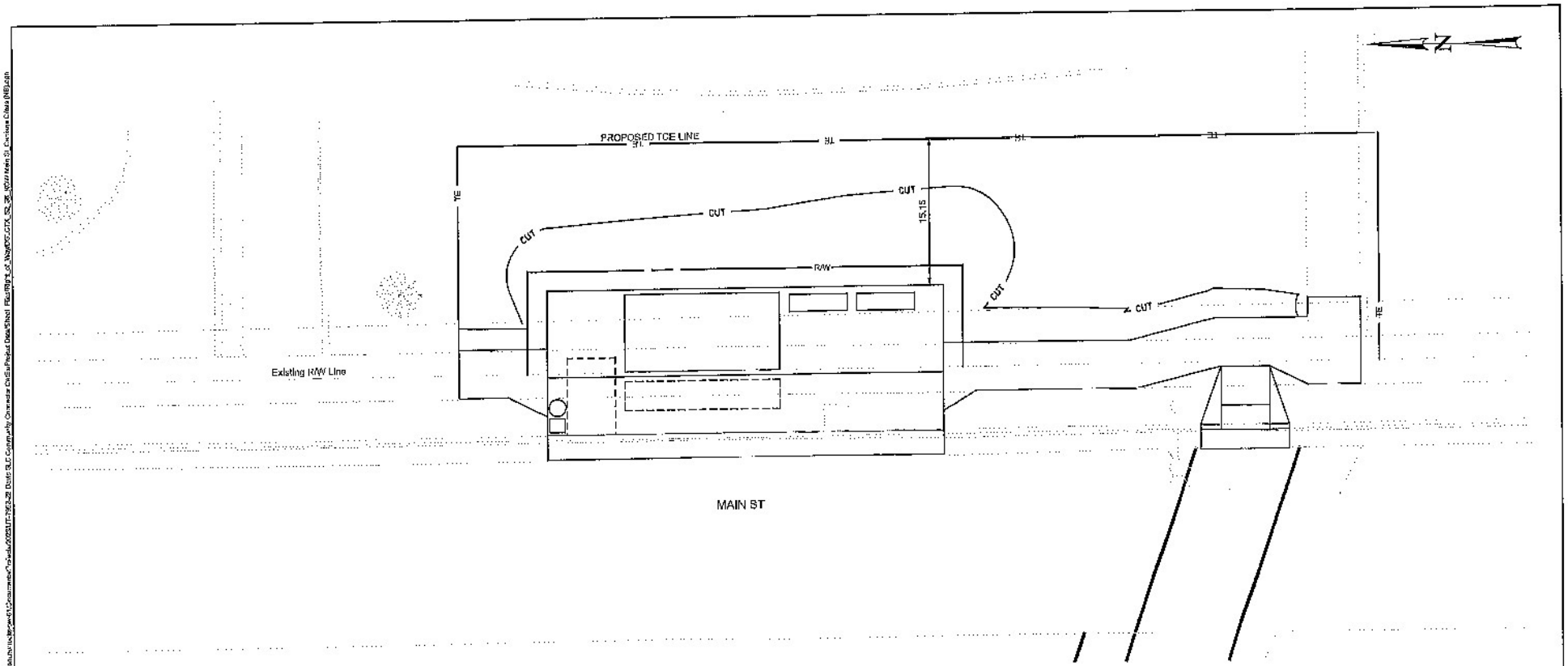
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: DJB	MAIN ST / CARRIAGE CROSSING NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	UTILITY
Approved By: XXX	

Scale: 1:10
CADD Filename:
Sub-Mittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment: Sheet No.: 36A

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



MAIN ST / CARRIAGE CROSSING NB PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
MAIN ST / CARRIAGE CROSSING NB	DAVIS COUNTY	475	1761

NOTE:
EXISTING RIGHT-OF-WAY TO BE CONFIRMED WITH DAVIS COUNTY RECORDERS OFFICE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By:

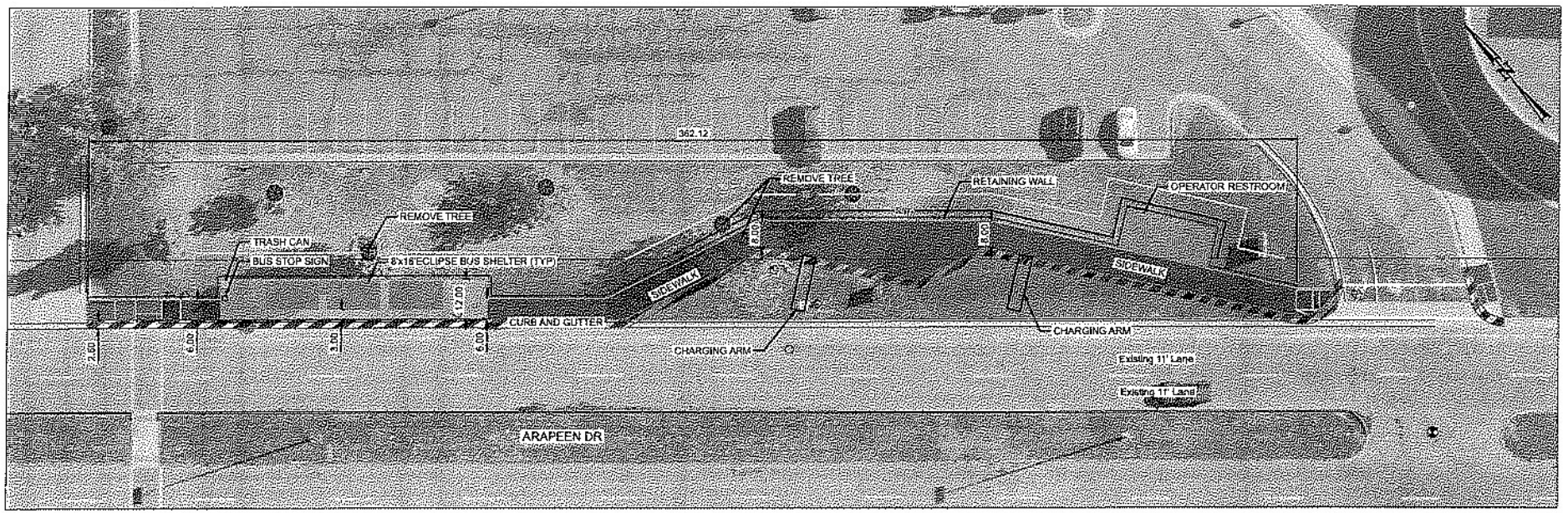
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: BJB	MAIN ST / CARRIAGE CROSSING NB
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CHP	RIGHT-OF-WAY
Approved By: XXX	

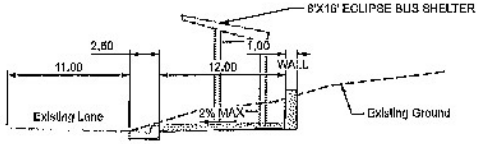
Scale:	1:10
CADD Filename:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	Sheet No.: 36B

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

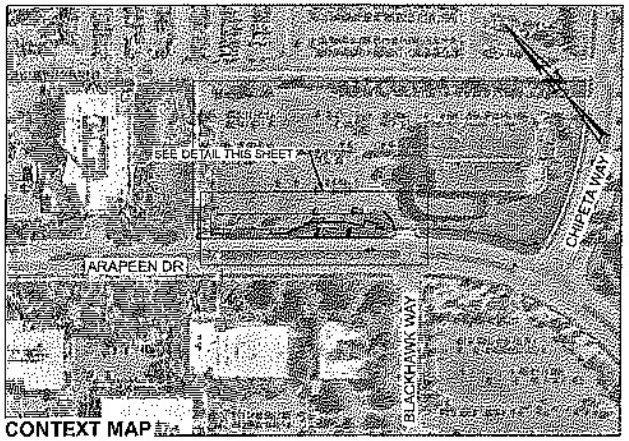


NOTES:

RESEARCH PARK EOL FACILITY PLAN



PROPOSED TYPICAL SECTION



CONTEXT MAP

LEGEND:
- SIDEWALK
- PLATFORM
- CURB AND GUTTER
- FILL LINE
- CUT LINE

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-5175

Submitted By:

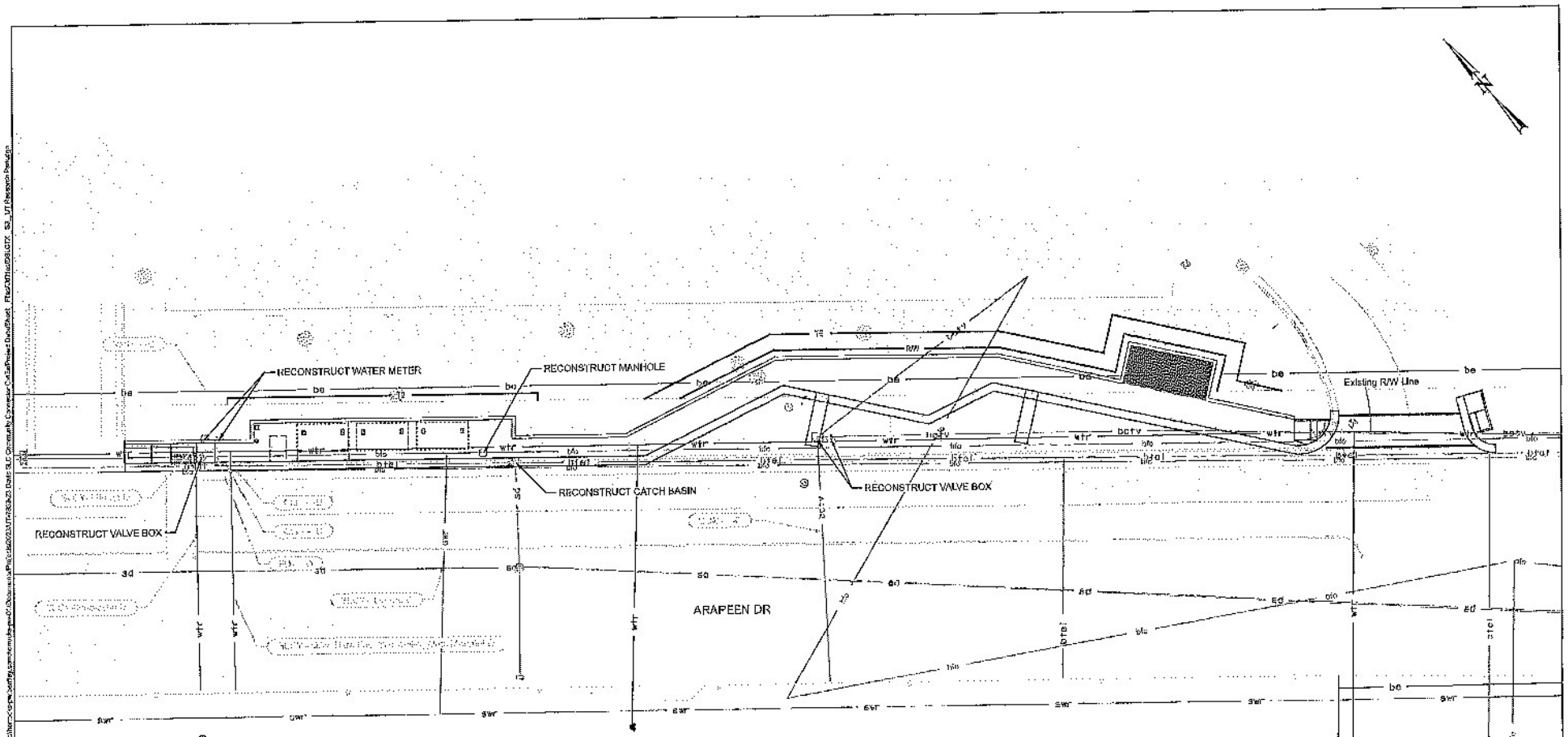
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Designed By: TBG	RESEARCH PARK EOL FACILITY
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	PLATFORM
Approved By:	

Scale: 1:30
CADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: EOL-01A.1

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



RESEARCH PARK END OF LINE FACILITY (OPTION A) UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3976

Submitted By:

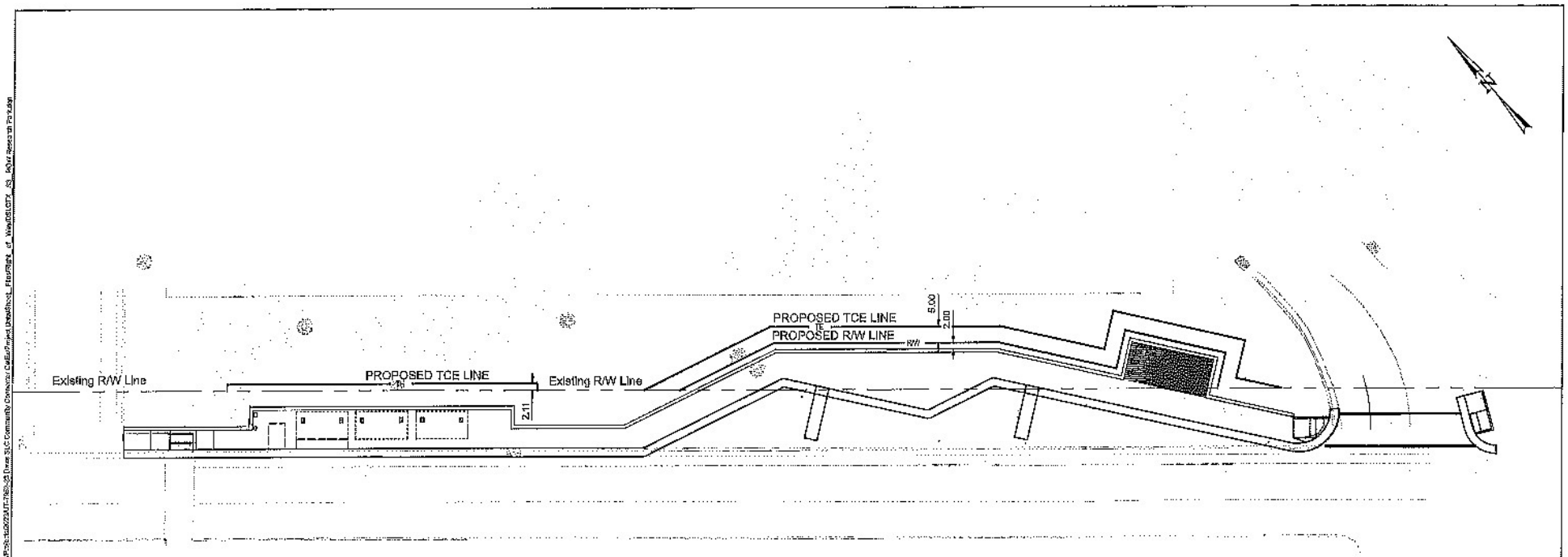
UTA
UTAH TRANSIT AUTHORITY

Approved By:

Design Eng By: TBG	RESEARCH PARK END OF LINE FACILITY (OPTION A)
Drawn By: KBD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	UTILITY
Approved By: XXX	

Scale: 1:30
CAD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: EOL-01A.2

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



RESEARCH PARK END OF LINE FACILITY (OPTION A) ROW PLAN

STOP NAME	PARCEL OWNER	Required ROW (Square Feet)	Temporary Easement (Square Feet)
RESEARCH PARK EOL	UNIVERSITY OF UTAH	2083	1261

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3176

Submitted By: _____

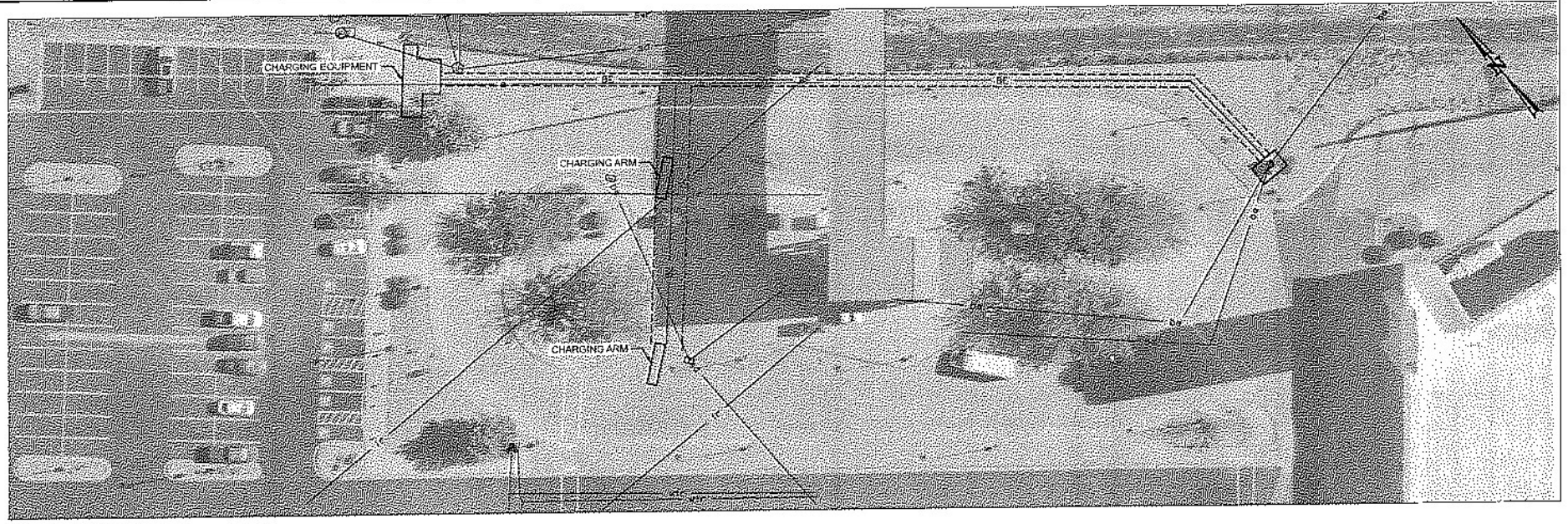
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: TBG	RESEARCH PARK EOL
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: BJB	RIGHT-OF-WAY
Approved By: XXX	

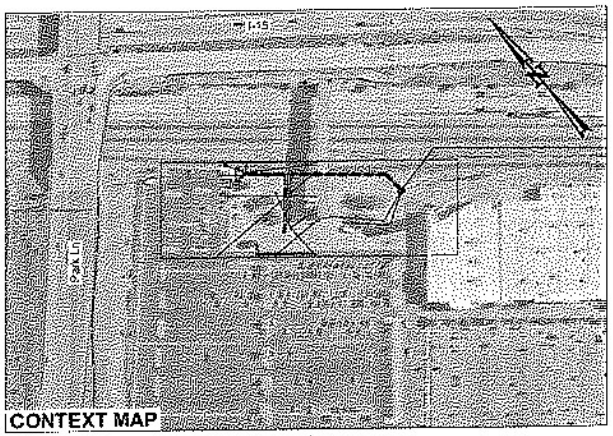
Scale: 1:30
GADD Filename:
Submittal Date: 03/17/2026
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: EOL-01A.3

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147



NOTES:

FARMINGTON FRONTRUNNER STATION END OF LINE FACILITY PLAN



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Kimley»Horn
111 E Broadway
Suite 600
Salt Lake City, UT 84111
Phone: (385) 212-3176

Submitted By:

UTA
UTAH TRANSIT AUTHORITY

Approved By:

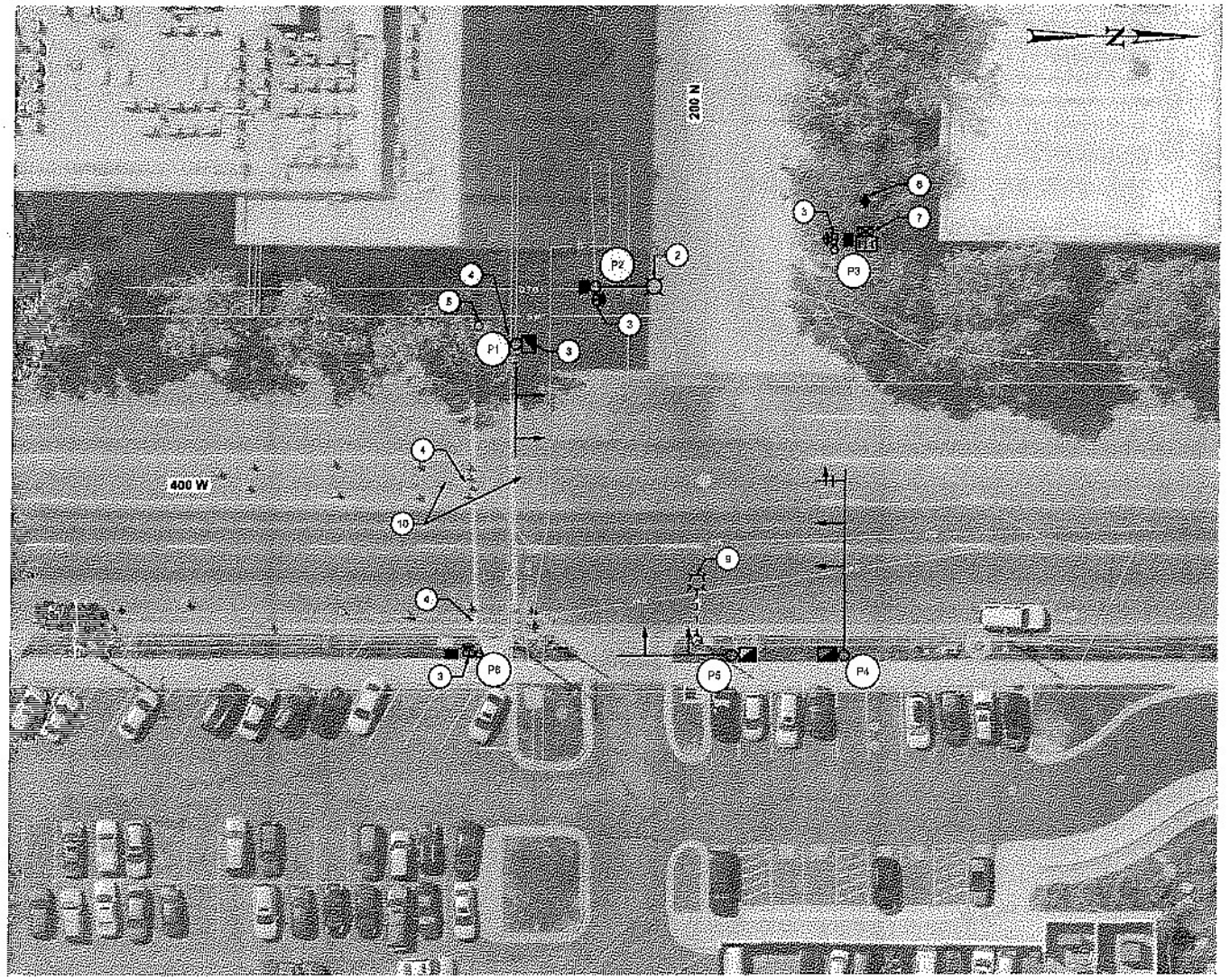
Designed By: TDG	FARMINGTON FRONTRUNNER STATION END OF LINE
Drawn By: IGD	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: CP	FACILITY PLAN
Approved By:	

Scale: 1:40
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: EOL-02

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

NOTES:

1. TRAFFIC SIGNAL SYSTEM - 400 WEST & 200 NORTH REQ'D.
2. INSTALL STATE FURNISHED TYPE B LED LUMINAIRE.
3. INSTALL STATE FURNISHED AUDIBLE PUSH BUTTONS FOR ALL CROSSWALKS
4. REMOVE EXISTING RECTANGULAR RAPID FLASHING BEACON (RRFB) ON THE SOUTH LEG OF THE INTERSECTION.
5. CENTER TURN SIGNAL HEADS OVER LANES THEY SERVICE FOR SINGLE THRU LANES. SPACE SIGNAL HEADS 8-10 FEET APART AND CENTER MIDPOINT OVER LANE.
6. INSTALL SINGLE METER 120/240V UNDERGROUND SERVICE PEDESTAL. INSTALL 3 INCH CONDUIT FROM POWER SOURCE TO UNDERGROUND SERVICE PEDESTAL PER ROCKY MOUNTAIN POWER REQUIREMENTS. COORDINATE WITH ROCKY MOUNTAIN POWER FOR POWER SOURCE /HOOKUP INFORMATION AND TO COORDINATE INSPECTION OF CONDUIT PRIOR TO BACKFILLING TRENCH.
7. INSTALL NEW 8 PHASE TS-2, TYPE 1 CONTROLLER AND TS-2 SIZE 6 CABINET WITH FOUNDATION, PLACE TYPE C BOX ON DOOR SIDE OF CABINET.
8. PROTECT-IN-PLACE CITY LIGHT POLE
9. REMOVE EXISTING LIGHT FIXTURE.
10. REMOVE CONCRETE MEDIAN ISLAND AND DELINEATORS



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: GSB	400 W AND 200 N
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: ALD	SIGNAL
Approved By: XXX	

Scale: 1:30
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03706VW
Alignment:
Sheet No.: SG-01

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

NOTES:

1. TRAFFIC SIGNAL SYSTEM - 300 WEST & 300 NORTH REQD.
2. PROTECT IN PLACE EXISTING SIGNAL EQUIPMENT UNLESS OTHERWISE SPECIFIED IN PLANS.

(3) INSTALL STATE FURNISHED TYPE B LED LUMINAIRE.

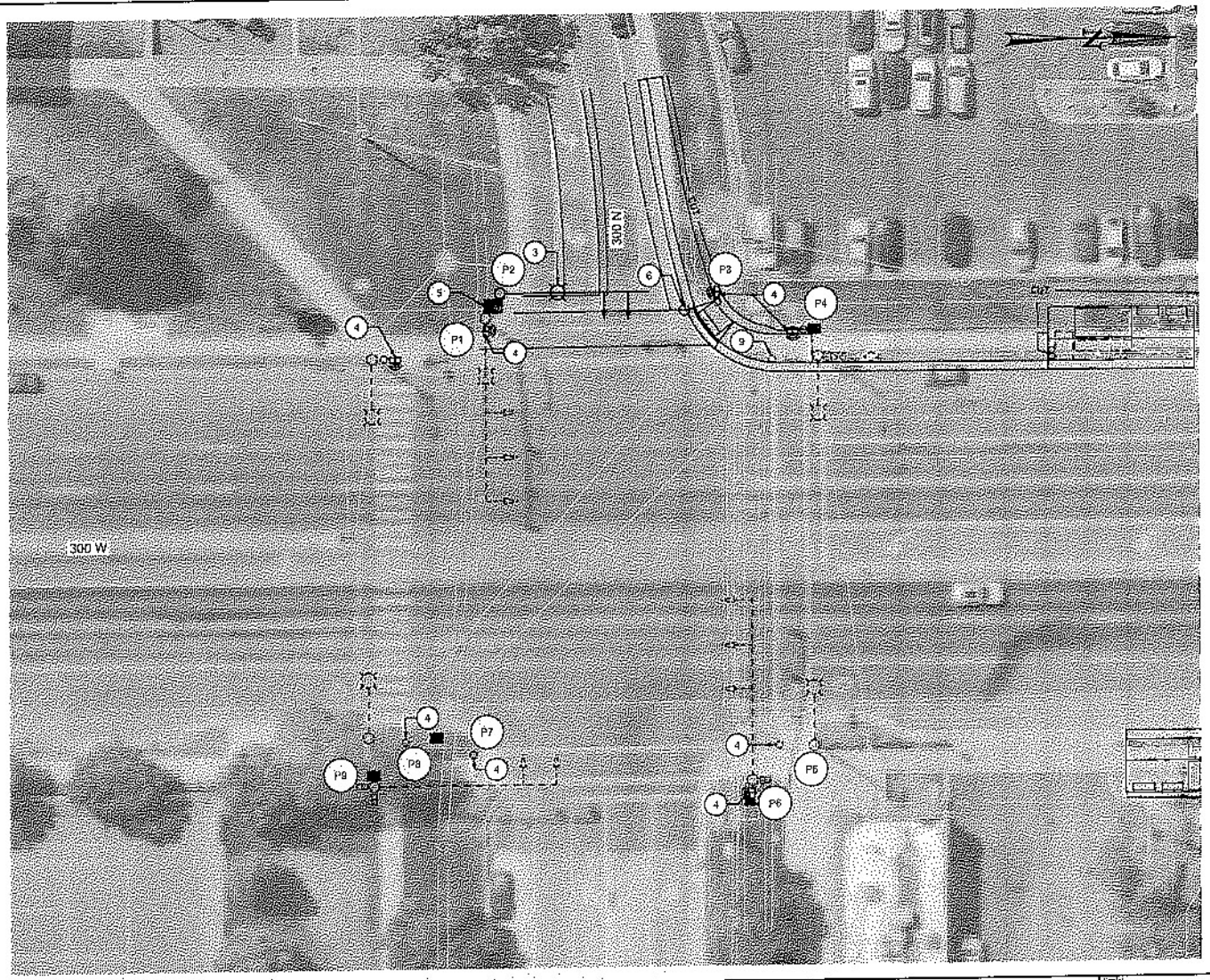
(4) INSTALL STATE FURNISHED AUDIBLE PUSH BUTTONS FOR ALL CROSSWALKS

(5) REMOVE EXISTING TYPE A JUNCTION BOX AND INSTALL TYPE B JUNCTION BOX

(6) REMOVE EXISTING POLE AND FOUNDATION. SALVAGE STEEL, SIGNAL HEADS, AND LUMINAIRES TO THE DEPARTMENT.

7. CENTER TURN SIGNAL HEADS OVER LANES THEY SERVICE FOR SINGLE THRU LANES. SPACE SIGNAL HEADS 8-10 FEET APART AND CENTER MIDPOINT OVER LANE.

(8) REMOVE EXISTING PEDESTRIAN POLE



PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: GSB	300 W AND 300 N
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: ALD	SIGNAL
Approved By: XXX	

Scale: 1:30
CADD Filename:
Submittal Date: 03/17/2025
UTA Contract No.: 23-03708VW
Alignment:
Sheet No.: SG-02

REGION 2 30scmm45 11:15:34 AM 30scmm45 jsdocumentsdgn/active/documentmaster.dgn C:\Documents and Settings\jsdocumentsdgn\Application Data\Bentley\Workspace\Projects\Default.cfg Project Data\Shoot_Plan\Signal_Layout\SG02.dgn

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

GENERAL NOTES:

1. BEFORE DIGGING CALL BLUE STAKES FOR LOCATION OF UNDERGROUND UTILITIES. 1-800-662-4111 OR 811.
2. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS MARKED TO RELOCATE OR ABANDON.
3. ALL EXISTING UTILITY LOCATIONS ARE FOR REFERENCE ONLY. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS.
4. STAKE PROPOSED STORM DRAIN PRIOR TO INSTALLATION OF NEW UTILITIES TO AVOID STORM DRAIN CONFLICTS.
5. NOT ALL SERVICE CONNECTIONS AND LATERALS LOCATED OR SHOWN ON PLANS.
6. CONTRACTOR WILL BE RESPONSIBLE TO REPAIR ANY UTILITY DAMAGE CAUSED BY CONSTRUCTION AFTER NOTICE TO PROCEED. REPAIR WILL BE DONE TO OWNERS SATISFACTION. WORK WILL BE PAID FOR BY CONTRACTOR.

ABBREVIATIONS

aband	ABANDON	pr	PAIR
ac	ASBESTOS CEMENT	ph	PHASE
clay	CLAY	plstc	PLASTIC
conn	CONCRETE	pole	POLE
cmp	CORRUGATED METAL PIPE	poly	POLY ETHYLENE
cpp	CORRUGATED PLASTIC PIPE	pvc	POLYVINYL CHLORIDE
ct	COUNT	prvt	PRIVATE UTILITY OWNER
dist	DISTRIBUTION	pube	PUBLIC UTILITY EASEMENT
dl	DUCTILE IRON	rcp	REINFORCED CONCRETE PIPE
fdr	FEEDER	sec	SECONDARY
hdpe	HIGH DENSITY POLY ETHYLENE	srvc	SERVICE
hp	HIGH PRESSURE	shct	SHOTCOAT STEEL
in	INCH	stl	STEEL
kv	KILOVOLT	trans	TRANSMISSION
mh	MANHOLE	trnk	TRUNK

LEGEND

- Existing Buried Cable Tv
- Existing Overhead Cable Tv
- Existing Sewer Line
- Existing Buried Electric
- Existing Overhead Electric
- Existing Buried Fiber Optic Line
- Existing Overhead Fiber Optic
- Existing Gas Line
- Existing Pressurized/piped Irrigation
- Existing Storm Drain
- Existing Buried Telephone
- Existing Overhead Telephone
- Existing Water Line
- Existing Petroleum Line
- OPEN DITCH
- PROPOSED BURIED ELECTRIC
- PROPOSED FIBER OPTIC LINE
- PROPOSED GAS LINE
- PROPOSED IRRIGATION LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED BURIED TELEPHONE LINE
- PROPOSED WATER LINE

QUALITY LEVEL	DEFINITION
A	UTILITY LOCATIONS BASED ON NON-DESTRUCTIVE EXPOSURE OF UTILITY FACILITY AND MEASURING HORIZONTAL AND VERTICAL POSITION TO APPROPRIATE SURVEY CONTROL (LOCATING), ONLY VALID AT POINT OF EXPOSURE.
B	UTILITY LOCATIONS BASED ON APPLICATION AND INTERPRETATION OF SURFACE GEOPHYSICAL METHODS (DESIGNATING) REFERENCED TO APPROPRIATE SURVEY CONTROL.
C	UTILITY LOCATIONS BASED ON QUALITY LEVEL D INFORMATION CORRELATED WITH SURVEYED SURFACE FEATURES.
D	UTILITY LOCATIONS BASED ON EXISTING RECORDS AND/OR RECOLLECTIONS.

SYMBOLS

Existing

- Water Valve
- Power Manhole
- Street Light
- Irrigation Valve
- Irrigation Junction Box
- Electrical Junction Box
- Telecom Manhole
- Power Pole
- Electrical Transformer
- Sanitary Sewer Manhole
- Gas Valve
- Fiber Box
- Fire Hydrant
- Water Meter
- Telephone Pedestal/ Cable Tv Box
- Camera
- Fiber Cabinet
- Storm Drain Manhole
- Storm Drain Catch Basin
- Sewer Clean Out

PROPOSED

- IRRIGATION VALVE
- ELECTRICAL JUNCTION BOX
- TEST HOLE
- WATER METER
- WATER HYDRANT

PRELIMINARY
NOT FOR CONSTRUCTION
30% PLANS 03/17/2025

DAVIS-SALT LAKE CONNECTOR

Horrocks.
2162 West Grove Pkwy
Suite 400
Pleasant Grove, UT 84062
Phone: (801) 763-5100
Fax: (801) 763-5101

Submitted By: _____

UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: TB	
Drawn By: BLA	DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR
Checked By: JLP	UTILITY DETAIL
Approved By:	

Scale:	N/A
CADD Filename:	
Submittal Date:	03/17/2025
UTA Contract No.:	23-03706VW
Alignment:	Sheet No.: UTDT-01

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

Attachment 2

(Project Cost Estimate - 2 Pages)

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

UTAH TRANSIT AUTHORITY
PROJECT # 23-03706VW

Davis-SLC Community Connector
Draft Cost Estimate

03/10/25

CHANGE TYPE	CHANGE NO	SCC #	ITEM No.	FUNDING	UDOT PAY ITEM NO.	DESCRIPTION	UOM	Cost QTY	Cost UP	Cost TOTAL 2025 Cost w/o Risk	Cost UTA Purchases	Allocated Contingency Risk Percentage	Allocated Contingency Amount	Total 2025 Cost w/ Risk	Base Year and YOE Costs	0% Expended Total 2024 Cost	0% TOTAL 2025 Cost	Inflation Rates 3.50% TOTAL 2026 Cost	3.50% TOTAL 2027 Cost	3.50% TOTAL 2028 Cost	3.50% TOTAL 2029 Cost	Base Values are from SCC Inflation worksheet Check
		20				STATIONS, STOPS, TERMINALS, INTERMODAL					$ 3,222,201.17							0%	18.1%	45.3%	36.6%	100.00%
		20.01				STATIONS,STATION,STOP,SHELTER, MALL, TERMINAL,PLATFORM					$ 3,222,698.52	10.21%	$ 260,587.23	$ 3,663,785.90	Base Year and			$ -	$ 661,341	$ 1,661,329	$ 1,341,115	3,663,785.90
		20.01				Station Name Sign, Allowance	Each	37.00	2,000.00	$ 74,000.00		15.0%	$ 11,100.00		YOE Costs			$ -	$ 708,445	$ 1,841,946	$ 1,538,961	$ 4,089,351.48
		20.01				Pole, Mount, Sign, and Timetable Case- Install	Each	36.00	1,500.00	$ 54,000.00		10.0%	$ 5,400.00									
						Pole, Mount, Sign, and Timetable Case- UTA Purchase	Each	36.00	208.00	$ 7,488.00	$ 7,488.00	5.0%	$ 374.40									
		20.01			129341001	~~Bench (8' Canopy)- UTA Purchase~~	~~Each~~	~~-~~	~~425.00~~	$ -		10.0%	$ -									
		20.01			129341002	Bench (6' UTA pedestal)- UTA Purchase	Each	136.00	1,950.00	$ 265,200.00	$ 265,200.00	5.0%	$ 13,260.00									
						Bench Install Labor	Each	136.00	661.44	$ 89,955.84		10.0%	$ 8,995.58									
		20.01			129341003	Trash Receptacle- UTA Purchase	Each	34.00	371.28	$ 12,623.52	$ 12,623.52	5.0%	$ 631.18									
						Trash Receptacle Install Labor	Each	34.00	228.80	$ 7,779.20		10.0%	$ 777.92									
		20.01			172400005	Prefabricated Eclipse-Style Bus Shelter (7' x 16') - UTA Purchase	Each	37.00	26,975.00	$ 998,075.00	$ 998,075.00	5.0%	$ 49,903.75									
						7' x 16' Shelter Install Labor	Each	37.00	9,526.40	$ 352,476.80		15.0%	$ 52,871.52									
		20.01				Prefabricated Eclipse-Style Bus Shelter (5' x 8')- UTA Purchase	Each	3.00	13,104.00	$ 39,312.00	$ 39,312.00	5.0%	$ 1,965.60									
		20.01				5' x 8' Shelter Install Labor	Each	3.00	6,838.00	$ 20,514.00		15.0%	$ 3,077.10									
		20.01			174251000	Operator Restroom (Driver Relief Building) w/ Installation- UTA Purc	Each	1.00	-	$ -	$ -		$ -									
		20.01				Operator Restroom Purchase and Installation Labor	Each	1.00	861,000.00	$ 861,000.00		15.0%	$ 129,150.00									
		20.01				Concrete Flatwork 4" Thick	Square Feet	20,043.16	18.00	$ 360,776.81		10.0%	$ 36,077.68									
		20.01				Concrete Flatwork 6" Thick	Square Feet	-	22.00	$ -		10.0%	$ -									
		20.01				Untreated Base Course	Cubic Yard	-	100.00	$ -		10.0%	$ -									UTBC is incidental to flatwork except in roadway sections
		20.01				Station Branding, Allowance	Each	36.00	5,000.00	$ 180,000.00		15.0%	$ 27,000.00									Branding added to existing stations at Farmington and North Temple/State EB
		20.01				~~Guardrail~~	~~Foot~~	~~-~~	~~50~~	$ -												
		40				SITEWORK & SPECIAL CONDITIONS											0.0%	0.0%	9.5%	64.4%	26.1%	100.00%
		40.01				DEMOLITION, CLEARING, EARTHWORK				$ 209,868.70	$ -	15.00%	$ 31,480.31	$ 241,349.01	Base Year and	$ -	$ -	$ -	$ 22,935	$ 155,367	$ 63,048	241,349.01
		40.01			023167020	Roadway Excavation (Plan Quantity)	Cubic Yard	574.73	47.00	$ 27,012.17		15.0%	$ 4,051.83		YOE Costs			$ -	$ 24,568	$ 172,258	$ 72,349	$ 269,174.65
		40.01				~~Embankment~~		~~48.23~~		$ -			$ -									
		40.01				Borrow		15.00	100.00	$ 1,500.00		15.0%	$ 225.00									
		40.01			015717026	~~Erosion Control~~	~~Lump~~	~~-~~	~~3,200.00~~	$ -			$ -									
		40.01			022217050	Remove Tree	Each	11.00	490.00	$ 5,390.00		15.0%	$ 808.50									
		40.01				~~Remove Tree Grate~~	~~Each~~	~~-~~	~~1,000.00~~	$ -			$ -									
		40.01			022217080	Remove Fence	Foot	140.16	12.00	$ 1,681.88		15.0%	$ 252.28									
		40.01			022217110	Remove Concrete Sidewalk	Square Yard	930.31	35.00	$ 32,561.16		15.0%	$ 4,884.17									
		40.01			022217115	~~Remove Concrete Driveway~~	~~Square Yard~~	~~-~~	~~35.00~~	$ -			$ -									
		40.01			022217120	Remove Concrete Curb	Foot	136.00	20.00	$ 2,720.00		15.0%	$ 408.00									
		40.01			022217125	Remove Concrete Curb and Gutter	Foot	1,898.52	38.00	$ 72,143.76		15.0%	$ 10,821.56									
		40.01			022217192	Remove Bench and Salvage	Each	10.00	600.00	$ 6,000.00		15.0%	$ 900.00									
		40.01			022217193	Remove Trash receptable and Salvage	Each	8.00	260.00	$ 2,080.00		15.0%	$ 312.00									
		40.01			022217196	Remove Light	Each	4.00	1,500.00	$ 6,000.00		15.0%	$ 900.00									
		40.01			022217197	Remove Concrete Flatwork	Square Foot	1,077.80	9.00	$ 9,700.20		15.0%	$ 1,455.03									
		40.01				Relocate Mail Box	Each	1.00	300.00	$ 300.00		15.0%	$ 45.00									
		40.01			022217209	Remove Bus Shelter	Each	8.00	3,000.00	$ 24,000.00		15.0%	$ 3,600.00									
		40.01			022217150	Remove Concrete Pavement	Square Yard	14.32	35.00	$ 501.28		15.0%	$ 75.19									
		40.01			022217165	Remove Asphalt Pavement	Square Yard	93.55	35.00	$ 3,274.25		15.0%	$ 491.14									
		40.01			028917270	Remove Sign Less Than 20 SQ FT	Each	18.00	150.00	$ 2,700.00		15.0%	$ 405.00									
		40.01			027657020	~~Pavement Message Paint~~	~~Each~~	~~-~~	~~300.00~~	$ -			$ -									
		40.01			027657030	Remove Pavement Message	Foot	572.00	2.00	$ 1,144.00		15.0%	$ 171.60									
		40.01				Remove Wall	Square Foot	558.00	20.00	$ 11,160.00		15.0%	$ 1,674.00									
		40.02				SITE UTILITIES, UTILITY RELOCATION				$ 282,700.00	$ -	15.00%	$ 42,405.00	$ 325,105.00	Base Year and	$ -	$ -	$ -	$ 30,894	$ 209,284	$ 84,927	325,105.00
		40.02			018927035	Reconstruct Water Meter	Each	11.00	1,700.00	$ 18,700.00		15.0%	$ 2,805.00		YOE Costs			$ -	$ 33,094	$ 232,037	$ 97,456	$ 362,587.04
		40.02			018927040	Reconstruct Valve Box	Each	3.00	1,500.00	$ 4,500.00		15.0%	$ 675.00									
		40.02				Reconstruct Manhole	Each	1.00	2,000.00	$ 2,000.00		15.0%	$ 300.00									
						Reconstruct Catch Basin	Each	1.00	2,000.00	$ 2,000.00		15.0%	$ 300.00									
		40.02			022217030	~~Remove Catch Basin~~	~~Each~~	~~-~~	~~1,300.00~~	$ -			$ -									
		40.02				~~Yard Hyrant and Water Service~~	~~Each~~	~~-~~	~~12,800.00~~	$ -			$ -									
		40.02			025117001	~~1" Water Lateral Connection~~	~~Each~~	~~-~~	~~4,700.00~~	$ -			$ -									
		40.02			025117100	~~Relocate Fire Hydrant~~	~~Each~~	~~-~~	~~9,400.00~~	$ -			$ -									
		40.02			025117401	~~Lower Cable In Place (Single Trench-S')~~	~~Foot~~	~~-~~	~~45.00~~	$ -			$ -									
		40.02			025117403	~~Lower Electrical In Place (Single Trench-S')~~	~~Foot~~	~~-~~	~~45.00~~	$ -			$ -									
		40.02			025117405	~~Lower Fiber In Place (Single Trench-S')~~	~~Foot~~	~~-~~	~~45.00~~	$ -			$ -									
		40.02			025117407	~~Lower Telephone In Place (Single Trench-S')~~	~~Foot~~	~~-~~	~~45.00~~	$ -			$ -									
		40.02				Relocate Telephone Pedestal	Each	1.00	2,000.00	$ 2,000.00		15.0%	$ 300.00									
		40.02				Relocate Fiber Optic Box	Each	6.00	3,000.00	$ 18,000.00		15.0%	$ 2,700.00									
		40.02			025117450	~~Transformer~~	~~Each~~	~~-~~	~~5,000.00~~	$ -			$ -									
		40.02			135537037	~~4 Inch Conduit~~	~~Foot~~	~~-~~	~~48.00~~	$ -			$ -									
		40.02			165307005	~~Underground Service Pedestal~~	~~Each~~	~~-~~	~~6,230.00~~	$ -			$ -									
		40.02			165307010	~~PCC Power Source~~	~~Each~~	~~-~~	~~3,000.00~~	$ -			$ -									
		40.02			026107614	~~Drainage Pipe - 15 Inch, Reinforced Concrete, Leak Resistant~~	~~Foot~~	~~-~~	~~140.00~~	$ -			$ -									
		40.02			026337120	~~Concrete Drainage Structure 3 ft to 5 ft Deep - CB 9~~	~~Each~~	~~-~~	~~4,000.00~~	$ -			$ -									
		40.02				Relocate Irrigation Box	Each	7.00	1,500.00	$ 10,500.00		15.0%	$ 1,575.00									
		40.02			165257010	~~Highway Lighting System~~	~~Lump~~	~~-~~	~~187,000.00~~	$ -			$ -									
		40.02				Third Party Utilities (Relocate utility poles)	Each	3.00	75,000.00	$ 225,000.00		15.0%	$ 33,750.00									
		40.05				SITE STRUCTURES INCLUDING RETAINING WALLS, SOUND WALLS				$ 311,335.00	$ -	20.00%	$ 62,267.00	$ 373,602.00	Base Year and	$ -	$ -	$ -	$ 35,502	$ 240,503	$ 97,596	373,602.00
		40.05			028357100	Landscape Wall (< 3')	Square Foot	517.00	55.00	$ 28,435.00		20.0%	$ 5,687.00		YOE Costs			$ -	$ 38,031	$ 266,651	$ 111,994	$ 416,675.37
		40.05			028600002	Retaining Wall (>3')	Square Foot	2,829.00	100.00	$ 282,900.00		20.0%	$ 56,580.00									
		40.06				PEDESTRIAN / BIKE ACCESS AND ACCOMMODATION, LANDSCAPING				$ 451,473.85	$ -	19.03%	$ 85,905.09	$ 537,378.94	Base Year and	$ -	$ -	$ -	$ 51,066	$ 345,934	$ 140,380	537,378.94
		40.06			027717059	Perpendicular/Parallel Pedestrian Access Ramp	Each	9.00	7,500.00	$ 67,500.00		15.0%	$ 10,125.00		YOE Costs			$ -	$ 54,703	$ 383,543	$ 161,089	$ 599,334.50
		40.06				Corner Pedestrian Access Ramp (APWA)	Each	2.00	7,500.00	$ 15,000.00		15.0%	$ 2,250.00									
		40.06			027767010	Concrete Sidewalk	Square Foot	10,611.34	17.00	$ 180,392.78		20.0%	$ 36,078.56									
		40.06				Concrete Stairs	Square Foot	17.00	250.00	$ 4,250.00		20.0%	$ 850.00									
		40.06			027770008	~~Mid-Block Curb Cut Assembly (APWA)~~	~~Each~~	~~-~~	~~3,550.00~~	$ -			$ -									
		40.06			027770009	~~Colored Concrete Pavement~~	~~Square Foot~~	~~-~~	~~24.00~~	$ -			$ -									
		40.06			027780001	~~Patterned Concrete Parkstrip~~	~~Square Foot~~	~~-~~	~~26.00~~	$ -			$ -									
		40.06			028227001	~~Decorative Fence~~	~~Foot~~	~~-~~	~~60.00~~	$ -			$ -									
		40.06				Chain Link Fence	Foot	176.45	30.00	$ 5,293.56		15.0%	$ 794.03									
		40.06			028227105	~~Reset Gate~~	~~Each~~	~~-~~	~~675.00~~	$ -			$ -									
		40.06			028227115	~~Reset Fence~~	~~Foot~~	~~-~~	~~14.00~~	$ -			$ -									
		40.06			028740001	Restore Landscaping and Irrigation	Square Foot	11,935.83	15.00	$ 179,037.51		20.0%	$ 35,807.50									
		40.07				AUTOMOBILE, BUS, HOV ACCESSWAYS INCLUDING ROADS, PARKING LOTS				$ 277,064.13	$ -	19.97%	$ 55,297.20	$ 331,761.33		$ -	$ -	$ -	$ 31,526	$ 213,569	$ 86,666	331,761.33
		40.07			020567015	Granular Borrow (Plan Quantity)	Cubic Yard	90.95	78.00	$ 7,094.10		15.0%	$ 1,064.12		Base Year and			$ -	$ 33,772	$ 236,788	$ 99,451	$ 370,010.79
		40.07			027217020	Untreated Base Course (Plan Quantity)	Cubic Yard	50.16	100.00	$ 5,016.00		15.0%	$ 752.40		YOE Costs							
		40.07			027220001	~~Untreated Base Course APWA (Plan Quantity)~~	~~Cubic Yard~~	~~-~~	~~95.00~~	$ -			$ -									
		40.07			027417050	HMA - 1/2 inch	Ton	64.35	125.00	$ 8,043.75		20.0%	$ 1,608.75									
		40.07			027491055	~~AMA - 1/2 inch (APWA)~~	~~Ton~~	~~-~~	~~125.00~~	$ -			$ -									
		40.07			027527008	Portland Cement Concrete Pavement 8 Inch Thick	Square Yard	280.44	225.00	$ 63,098.93		20.0%	$ 12,619.79									
		40.07			030590001	~~Portland Cement Concrete Pavement 8 Inch Thick (APWA)~~	~~Square Yard~~	~~-~~	~~200.00~~	$ -			$ -									
		40.07			027767017	Concrete Curb Type B5	Foot	452.34	70.00	$ 31,663.66		20.0%	$ 6,332.73									
		40.07			027767025	Concrete Curb and Gutter Type B1	Foot	1,654.54	70.00	$ 115,817.59		20.0%	$ 23,163.52									
		40.07			027770002	Concrete Curb and Gutter APWA Type A	Foot	407.00	70.00	$ 28,490.00		20.0%	$ 5,698.00									
		40.07			027770004	~~Concrete Curb and Gutter APWA Type E~~	~~Foot~~	~~-~~	~~52.00~~	$ -			$ -									
		40.07			027770012	~~Concrete Curb APWA Type P~~	~~Foot~~	~~-~~	~~57.00~~	$ -			$ -									
		40.07			027770013	~~Concrete Curb APWA Type R~~	~~Foot~~	~~-~~	~~57.00~~	$ -			$ -									
		40.07			027767100	Plowable End Section	Each	2.00	3,220.00	$ 6,440.00		20.0%	$ 1,288.00									
		40.07				Pavement Message	Each	3.00	500.00	$ 1,500.00		15.0%	$ 225.00									
		40.07			027657040	Remove Pavement Message	Each	2.00	125.00	$ 250.00		15.0%	$ 37.50									
		40.07			027657050	Pavement Marking Paint	Gallon	2.64	120.00	$ 316.80		15.0%	$ 47.52									
		40.07			027657075	Pavement Marking Paint (Stop line, Crosswalks-12 inch)	Foot	431.60	12.00	$ 5,179.20		15.0%	$ 776.88									
		40.07			027770025	~~Concrete Driveway Flare, 8 inch Thick (APWA)~~	~~Square Foot~~	~~-~~	~~40.00~~	$ -			$ -									
		40.07			028917022	~~Sign Type A-1~~	~~Square Foot~~	~~-~~	~~35.00~~	$ -			$ -									
		40.07			028917285	Relocate Sign Less Than 20 SQ FT	Each	3.00	300.00	$ 900.00		15.0%	$ 135.00									
		40.07			028917360	Sign Post and Base	Each	9.00	406.00	$ 3,654.00		15.0%	$ 548.10									
		40.08				TEMPORARY FACILITIES AND OTHER INDIRECT COSTS DURING CONSTRUCTION				$ 1,452,754.40	$ -	10.96%	$ 159,150.44	$ 1,611,904.84	Base Year and	$ -	$ -	$ -	$ 153,175	$ 1,037,652	$ 421,079	1,611,904.84
		40.08			015017010	Mobilization (~10% of net construction cost)	Lump	1.00	1,007,754.40	$ 1,007,754.40		10.0%	$ 100,775.44		YOE Costs			$ -	$ 164,084	$ 1,150,463	$ 483,197	$ 1,797,744.76
		40.08			015407010	Public Information Services	Lump	1.00	50,000.00	$ 50,000.00		10.0%	$ 5,000.00									
		40.08			015547005	Traffic Control	Lump	37.00	7,500.00	$ 277,500.00		15.0%	$ 41,625.00									
		40.08			015547010	Temporary Pedestrian Access Route	Lump	1.00	25,000.00	$ 25,000.00		10.0%	$ 2,500.00									
		40.08			017217010	Survey	Each	37.00	2,500.00	$ 92,500.00		10.0%	$ 9,250.00									
		50				SYSTEMS											0.0%	0.0%	18.8%	45.4%	35.8%	100.00%
		50.02				TRAFFIC SIGNALS AND CROSSING PROTECTION				$ 350,000.00	$ -	20.00%	$ 70,000.00	$ 420,000.00	Base Year and	$ -	$ -	$ -	$ 79,119	$ 190,710	$ 150,171	420,000.00
		50.02			02892701D	Traffic Signal System (400 West & 200 North)	Lump	1.00	250,000.00	$ 250,000.00		20.0%	$ 50,000.00		YOE Costs			$ -	$ 84,754	$ 211,444	$ 172,325	$ 468,522.52
		50.02				Traffic Signal System (300 West & 300 North)	Lump	1.00	100,000.00	$ 100,000.00		20.0%	$ 20,000.00									
		50.03				50.03 TRACTION POWER SUPPLY: SUBSTATIONS				$ 7,372,500.00	$ 3,125,000.00	21.93%	$ 1,616,440.00	$ 8,988,940.00	Base Year and	$ -	$ -	$ -	$ 1,693,316	$ 4,081,631	$ 3,213,993	8,988,940.00
						BUS CHARGING									YOE Costs			$ -	$ 1,813,922	$ 4,525,377	$ 3,688,131	$ 10,027,430.61
		50.03			175001010	Pantographn Charge Pole Foundation	Lump	4.00	18,300.00	$ 73,200.00		20.0%	$ 14,640.00									

Docusign Envelope ID: 76C38937-B15B-4EE2-B12C-8D0C47ED9147

Davis-SLC Community Connector
Draft Cost Estimate

CHANGE TYPE	CHANGE NO	SCC #	ITEM No.	FUNDING	UDOT PAY ITEM NO.	DESCRIPTION	UOM	QTY	UP	Cost: TOTAL 2025 Cost w/o Risk	Cost: UTA Purchases	Allocated Contingency: Risk Percentage	Allocated Contingency: Amount	Total 2025 Cost w/ Risk	Base Year and YOE Costs	0% Expended Total 2024 Cost	0% TOTAL 2025 Cost	3.50% TOTAL 2026 Cost	3.50% TOTAL 2027 Cost	3.50% TOTAL 2028 Cost	3.50% TOTAL 2029 Cost	Base Values are from SCC Inflation worksheet Check
		50.03			175001030	Power Cabinet Foundation	Lump	2.00	27,750.00	$ 55,500.00		20.0%	$ 11,100.00									
		50.03			175001110	Pantograph Charging Station (UTA Purchase from Gillig/ABB)	Lump	4.00	500,000.00	$ 2,000,000.00	$ 2,000,000.00	25.0%	$ 500,000.00									
						Pantograph Charging Station - Istallation	Lump	4.00	63,800.00	$ 255,200.00		20.0%	$ 51,040.00									
		50.03				~~Add Charge Rate 8 Power Cabinet Foundation w/Conduit~~	~~Lump~~	~~1.00~~	~~225,000.00~~				$ -									
		50.03			175001130	~~Pantograph~~	~~Each~~	~~4.00~~	~~25,400.00~~				$ -									
		50.03				Transformer Vault	Each	2.00	15,200.00	$ 30,400.00		20.0%	$ 6,080.00									
		50.03				Conduits (primary & secondary), pull boxes, excavation, misc.	Lump	2.00	129,800.00	$ 259,600.00		20.0%	$ 51,920.00									
		50.03				PCC Cabinet and Switchhear Equipment	Each	2.00	239,400.00	$ 478,800.00		25.0%	$ 119,700.00									
						CTM Switchgear Foundation	Each	2.00	6,150.00	$ 12,300.00		20.0%	$ 2,460.00									
		50.03				Depot District Bus Charging Equipment- Installation	Each	9.00	300,000.00	$ 2,700,000.00		20.0%	$ 540,000.00									
		50.03				Depot District Charging Equipment (Gillig/ABB)- UTA Purchase	Each	9.00	125,000.00	$ 1,125,000.00	$ 1,125,000.00	25.0%	$ 281,250.00									
		50.03				Depot Charging Operations/Buses Contingency	Percent	1.00	10%	$ 382,500.00		10.0%	$ 38,250.00									
						Subotal Construction (10-50)				$ 14,031,297.15	$ 4,447,698.52	17.55%	$ 2,462,529.87	$ 16,493,827.01				$ 17,071,111	$ 17,668,600	$ 18,287,001	$ 18,927,046	
						Net Construction (Less UTA Purchases from others including Gillig/ABB)					$ 9,583,598.63											
		60				ROW, LAND, EXISTING IMPROVEMENTS											0.0%	0.0%	33.3%	55.0%	11.7%	100.00%
		60.01				PURCHASE OR LEASE OF REAL ESTATE				$ 1,294,673.42	$ 692,634.59	15.31%	$ 198,252.28	$ 1,492,925.70	Base Year and	$ -	$ -	$ -	$ 497,642	$ 821,109	$ 174,175	1,492,925.70
		60.01				Right of Way Costs - Residential	Square Foot	82.00	25.00	$ 2,050.00	$ 2,050.00	20.0%	$ 410.00		YOE Costs			$ -	$ 533,086	$ 910,378	$ 199,869	$ 1,643,334.25
		60.01				Right of Way Costs - Commercial	Square Foot	9,825.14	30.00	$ 294,754.32	$ 294,754.32	20.0%	$ 58,950.86									
		60.01				Temporary Construction Easement - Residential	Square Foot	2,310.00	15.00	$ 34,650.00	$ 34,650.00	15.0%	$ 5,197.50									
		60.01				Temporary Construction Easement - Commercial	Square Foot	14,540.14	10.00	$ 145,401.37	$ 145,401.37	15.0%	$ 21,810.21									
		60.01				Cost to Cure, Row docs, acquisition, appraisals	Square Foot	26,757.28	22.50	$ 602,038.82		15.0%	$ 90,305.82									
		60.01				Right of Way Contingency	Percent	20%	$ 1,078,894.51	$ 215,778.90	$ 215,778.90	10.0%	$ 21,577.89									
		70				VEHICLES (number)											0.0%	0.0%	0.0%	2.2%	77.0%	20.8%	100.00%
		70.04 and 70.07				BUS				$ 26,410,000.00	$ 26,410,000.00	5.00%	$ 1,320,500.00	$ 27,730,500.00	Base Year and	$ -	$ -	$ -	$ 600,000	$ 21,364,425	$ 5,766,075	27,730,500.00
		70.04				Battery Electric Buses	Each	18.00	1,300,000.00	$ 23,400,000.00	$ 23,400,000.00	5.0%	$ 1,170,000.00		YOE Costs			$ -	$ 642,735	$ 23,687,120	$ 6,616,704	$ 30,946,558.57
		70.04				Radios/farebox	Lump	1.00	680,000.00	$ 680,000.00	$ 680,000.00	5.0%	$ 34,000.00									
		70.07				Spare Parts/warranty/bike rack/ tools	Lump	1.00	1,800,000.00	$ 1,800,000.00	$ 1,800,000.00	5.0%	$ 90,000.00									
		70.04				PM/training/shop improvements	Lump	1.00	530,000.00	$ 530,000.00	$ 530,000.00	5.0%	$ 26,500.00									
		70.05				OTHER				$ -	$ -					$ -	$ -	$ -	$ -	$ -	$ -	0.00%
		80				PROFESSIONAL SERVICES (applies to Cats. 10-50)											14.4%	8.9%	19.4%	9.7%	29.1%	18.4%	100.00%
		80.01				PROJECT DEVELOPMENT				$ 2,725,544.06	$ 2,725,544.06	7.81%	$ 212,907.06	$ 2,938,451.11	Base Year and	$ 422,513	$ 262,239	$ 570,626	$ 285,313	$ 855,939	$ 541,822	2,938,451.11
															YOE Costs	$ 422,513	$ 262,238.58	$ 590,598	$ 305,634	$ 948,995	$ 621,753	$ 3,151,731.52
		80.01				Environmental and Preliminary Design	Lump	1.00	1,192,947.00	$ 1,192,947.00	$ 1,192,947.00	5.0%	$ 59,647.35	$ 1,252,594.35		740,437.00						
		80.01				Final Design and Construction Phase Services-10% Constr. + ROW	Percent	10%	15,325,970.56	$ 1,532,597.06	$ 1,532,597.06	10.0%	$ 153,259.71	$ 1,685,856.76			459,563.00					
		80.03				PROJECT MANAGEMENT FOR DESIGN AND CONSTRUCTION				$ 880,718.03	$ 880,718.03	10.00%	$ 88,071.80	$ 968,789.83	Base Year and	$ 139,300	$ 86,458	$ 188,132	$ 94,066	$ 282,198	$ 178,636	968,789.83
		80.03				UTA Project Management (3% of Total Construction Cost)	Percent	3%	14,031,297.15	$ 420,938.91	$ 420,938.91	10.0%	$ 42,093.89		YOE Costs	$ 139,300	$ 86,458.50	$ 194,717	$ 100,766	$ 312,878	$ 204,988	$ 1,039,107.11
		80.03			005557005	UTA Quality Control and Assurance (3% of Total Construction Cost +	Percent	3%	15,325,970.56	$ 459,779.12	$ 459,779.12	10.0%	$ 45,977.91									
		80.04				CONSTRUCTION ADMINISTRATION & MANAGEMENT				$ 1,129,085.79	$ 1,129,085.79	10.00%	$ 112,938.58	$ 1,242,324.37	Base Year and	$ 178,631	$ 110,870	$ 241,250	$ 120,625	$ 361,876	$ 229,073	1,242,324.37
		80.04				Construction Engineering (6% of construction cost)	Percent	6%	14,031,297.15	$ 841,877.83	$ 841,877.83	10.0%	$ 84,187.78		YOE Costs	$ 178,631	$ 110,869.76	$ 249,694	$ 129,217	$ 401,218	$ 262,866	$ 1,332,495.49
		80.04				Contractor's Partnering Incentive - UTA Match at 50/50 with Contractor (3% of net construction cost)	Percent	3%	9,583,598.63	$ 287,507.96	$ 287,507.96	10.0%	$ 28,750.80									
						Subotal Construction (10-80)				$ 46,471,618.44	$ 36,285,980.99	9.46%	$ 4,395,199.59	$ 50,866,818.03				$ 52,647,157	$ 54,489,807	$ 56,396,950	$ 58,370,844	
		90				UNALLOCATED CONTINGENCY				$ 13,941,485.53	$ 13,941,485.53		$ -	$ 13,941,485.53	Base Year and	$ -	$ 100,000	$ 200,000	$ 3,485,371	$ 6,970,743	$ 3,185,371	13,941,485.53
		90.01				Unallocated Contingency (30%)	Percent	30%	46,471,618.44	$ 13,941,485.53	$ 13,941,485.53		$ -		YOE Costs		$ 100,000.00	$ 207,000	$ 3,733,617	$ 7,728,587	$ 3,655,287	$ 15,424,490.99
									46,471,618.44													
		100				FINANCE CHARGES				$ -				$ -				$ -	$ -	$ -	$ -	$ -	
									Project Total	$ 60,413,103.97	$ 50,227,466.52	7.28%	$ 4,395,199.59	$ 64,808,303.56	Base Year and	$ 740,443.19	$ 559,566.84	$ 1,200,008.36	$ 7,841,889.97	$ 38,792,268.55	$ 15,674,126.64	64,808,303.56
															YOE Costs	$ 740,443.19	$ 559,566.84	$ 1,242,008.66	$ 8,400,428.59	$ 43,009,681.55	$ 17,986,420.83	71,938,549.66
									check	$ 60,413,103.97	$ 50,227,466.52	37.3%										
												Total Contingency						$ 1,200,008.36	$ 7,841,889.97	$ 38,792,268.55	$ 15,674,126.64	
												199.9%		64808697.28								
									Construction Only	$ 14,031,297.15	$ 9,583,598.63											
									Less UTA Purchases	$ 4,447,698.52												
									Net Construction	$ 9,583,598.63												
									Direct Costs	$ 12,578,542.75												

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jay Fox, Executive Director
PRESENTER(S): Viola Miller, Chief Financial Officer
David Wilkins, Assistant Attorney General

TITLE:
R2026-04-04 - Resolution Authorizing an Interlocal Cooperation Agreement with Willard City Regarding Sales and Use Tax Revenues

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2026-04-04 to authorize the Interlocal Cooperation Agreement with Willard City regarding sales and use tax revenues.

BACKGROUND:
Willard City of Box Elder County established a local sales and option use tax of 0.30% (1st Quarter Tax) on October 25, 2007 through adoption of the Willard City Ordinance 07-HH, to transfer revenues to UTA as a long -term funding source for projects and support of the public transit system.

Later on January 10, 2008, UTA and Willard City entered into an Interlocal Cooperation Agreement (the “2008 Interlocal”), under which the City transferred certain sales tax revenues to UTA (2nd Quarter Tax).

On April 11, 2024, Willard City attempted to repeal the 1st Quarter Tax and separately repealed the 2nd Quarter Tax. Additionally, Box Elder County also imposed a 4th Quarter Sales and Use Tax under Utah Code § 59 12 2219.

UTA and Willard City later mutually determined that the repeal of the 1st Quarter Tax was invalid. As a result, Willard City will take corrective action to rescind its previous repeal and will implement the collection and distribution to UTA of the 1st Quarter Tax as well as its portion of the 4th Quarter Tax in support of transit operations and projects.

DISCUSSION:

The proposed Interlocal Cooperation Agreement (UTA Contract #26-P00551) establishes a long-term funding partnership between UTA and Willard City. Under the agreement, Willard City will facilitate and direct the transfer of the 1st Quarter Tax and its portion of the 4th Quarter Tax due to UTA from the Utah State Tax Commission.

The proposed agreement also acknowledges Willard City's repeal of 2nd Quarter Tax through the adoption of Ordinance 2024-04 on April 11, 2024. In addition, the agreement provides for the termination of the 2008 Interlocal, and releases both parties from any remaining obligations under that agreement.

The proposed agreement also releases the parties from any claims or losses from the enactment, repeal, and reinstatement of the 1st Quarter Tax.

Approval and execution of this proposed Interlocal Cooperation Agreement, will renew the cooperative funding framework between UTA and Willard City and support the continued provision of transit services and transit related projects.

ALTERNATIVES:

Decline approval, which would prevent UTA from receiving the designated tax revenues and delay or limit transit operations in Willard City.

CONTRACT SUMMARY:

Contractor Name	Willard City
Contract Number	26-P00551
Contract Start/End Dates	Effective from date of last signature - December 15, 2044
Total Contract Value	NA
Procurement Method	ILA
Budget Authority	NA

FISCAL IMPACT:

The Interlocal Cooperation Agreement provides UTA with a dedicated and ongoing revenue source through the transfer of Willard City's 1st Quarter Sales and Use Tax and the City's portion of the 4th Quarter Tax. These revenues will support capital construction, operations, and maintenance of transit projects and are pledged toward bonds or other financial obligations of UTA.

ATTACHMENTS:

- R2026-04-04 - Resolution Authorizing ILA with Willard City (including ILA as exhibit A)

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH WILLARD CITY REGARDING SALES TAX REVENUES TRANSFER FOR TRANSIT PROJECTS

R2026-04-04 April 22, 2026

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

WHEREAS, the Utah Interlocal Cooperation Agreement Act, UTAH CODE § 11-13-101, *et seq.* enables components of government to execute a Interlocal Cooperation Agreement ("ILA") so both entities may obtain mutual advantage and economies of scale, among other things; and

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority with the ability to execute ILAs on behalf of the Authority; and

WHEREAS, Willard City and the Authority have entered into an ILA facilitating the transfer by Willard City of the First Quarter Local Option Sales and Use Tax and the City portion of the Fourth Quarter Tax to UTA for funding UTA's public transportation system as well as for the pledge or payment related to the issuance of bonds for funded transit projects; and

WHEREAS, the Board of the Authority recognizes the mutual advantage of this agreement, and desires to, in accordance with the Utah Interlocal Cooperation Agreement Act, approve and authorize the execution of an ILA with Willard City for the implementation and use of the First Quarter Local Option Sales Tax and the City's portion of the Fourth Quarter Tax for Transit.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Interlocal Cooperation Agreement with Willard City in substantially the same form as attached as Exhibit A.

2. That the Executive Director is authorized to execute the Interlocal Cooperation Agreement with Willard City 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 related to negotiating and implementing the Interlocal Cooperation Agreement with Willard City.

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 22nd day of April 2026.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

Signed by:
David M. Wilkins
0F6F046BE4724A2...
Legal Counsel

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

EXHIBIT A
(Interlocal Cooperation Agreement
With Willard City)

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH TRANSIT AUTHORITY AND WILLARD CITY

[Sales Tax Revenues Transfer for Transit Projects]

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 26 day of March, 2026, ("Effective Date") by and between the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to Title 17B, Chapter 2a, Part 8 of the Utah Code ("**UTA**"), and WILLARD CITY, a body corporate and politic of the State of Utah ("**City**"). UTA and City are sometimes referred to collectively as the "**Parties**" and individually as "**Party**."

WITNESSETH:

WHEREAS, pursuant to Utah Code Ann. § 59-12-2213 and its statutory predecessors, the City established a local sales and option use tax of 0.25% and later increased the rate of such tax to 0.30% through adoption of Willard City Ordinance 2007-B(Rev) on December 6, 2007 (the "**1st Quarter Tax**");

WHEREAS, the City and UTA entered into an Interlocal Cooperation Agreement on January 10, 2008 (the "**2008 Interlocal**"), wherein the City transferred to UTA certain revenue, defined therein as "Transit Tax" (the "**2nd Quarter Tax**");

WHEREAS, the City attempted to repeal the 1st Quarter Tax through adoption of Ordinance 2024-03 adopted by the City on April 11, 2024;

WHEREAS, after the City lawfully placed the issue on the ballot in the 2023 General Election, the City repealed the 2nd Quarter Tax on April 11, 2024, by adoption of Willard City Ordinance 2024-04;

WHEREAS, Box Elder County has imposed the sales and use tax authorized by Utah Code § 59-12-2219 (the "**4th Quarter Tax**");

WHEREAS, the Parties later determined that the City's repeal of the 1st Quarter Tax was invalid and the City repealed Ordinance 2024-03 through adoption of Ordinance 2026-___ on March 26, 2026;

WHEREAS, the City desires to transfer the 1st Quarter Tax and the City portion of the 4th Quarter Tax to UTA to support UTA for certain public transit projects (the "**Funded Projects**");

WHEREAS, UTA and the City are public agencies as defined by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("**Interlocal Act**"), and are authorized to enter into this Agreement to act jointly and cooperatively towards the Funded Projects;

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

NOW, THEREFORE, UTA and City, in consideration of the promises and covenants contained in this Agreement, the receipt of which is hereby acknowledged, covenant and agree as follows:

1. Direct Transfer; Use of Sales and Use Tax. The City agrees to take whatever action reasonably necessary to facilitate the transfer of the revenues generated by the 1st Quarter Tax and the City portion of the 4th Quarter Tax (together, the "**Sales and Use Tax**") from the Utah State Tax Commission directly to UTA (less any administrative fees retained by the Utah State Tax Commission pursuant to law) to be utilized by UTA to support the Funded Projects and funding UTA's public transportation system as provided herein and as authorized by Utah law. The Parties agree that the Sales and Use Tax may be used by UTA for the construction, operation, and maintenance of the Funded Projects and existing transit functions in the City, as well as for the pledge or payment related to the issuance of bonds and other obligations to fund the construction, operation, and maintenance of the Funded Projects.

2. Construction Collaboration. UTA and the City acknowledge and agree that UTA may need to contract for construction of certain portions of the Funded Projects under one or more construction contracts. The Parties agree that UTA will advise and consult with the City concerning construction contracts, but that the manner in which UTA contracts for the construction, manages, operates and completes the construction of these projects is the sole decision of UTA.

3. Duration and Pledge of 1st Quarter Tax. The City and UTA intend that the 1st Quarter Tax shall provide a long-term funding source for the Funded Projects and UTA's public transportation system. In furtherance thereof, the Parties agree that while any bonds or other obligations (including obligations to continue to operate and maintain UTA's public transportation system) for the Funded Projects remain outstanding and unpaid, the ordinance, resolution, or other enactment of the City imposing the 1st Quarter Tax and pursuant to which the 1st Quarter Tax is being collected and transferred to UTA, shall be irrevocable until such bonds and obligations have been paid in full as to both principal and interest, and said ordinance, resolution, or other enactment and this Agreement are not subject to amendment in any manner which would impair the rights of the holders of such bonds or other obligations which would in any way jeopardize the timely payment of principal or interest when due.

4. Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § § 63G-7-101, et. seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents,

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

5. Repeal of 2nd Quarter Tax. The Parties acknowledge and agree that the repeal of the 2nd Quarter Tax by Willard City, through adoption of Ordinance 2024-04 on April 11, 2024, was proper and neither party shall have any right to appeal or object to Ordinance 2024-04 or the repeal of the 2nd Quarter Tax for any reason.

6. Termination of 2008 Interlocal. The 2008 Interlocal is hereby terminated in its entirety and shall have no further force or effect.

7. Full Mutual Release and Waiver. Except for claims arising out of obligations under this Agreement, the City and UTA hereby mutually release, acquit, and forever discharge one another and one another's respective officers, directors, members, managers, partners, employees, consultants, agents, successors, assigns, insurers, parent companies, and subsidiaries from any and all claims, damages, losses, liabilities, or expenses arising out of or based upon (i) the enactment, repeal, and reinstatement of the 1st Quarter Tax, (ii) the enactment and repeal of the 2nd Quarter Tax, (iii) the payment or nonpayment of funds to UTA by the City, whether directly or through the Utah State Tax Commission, relating to the 1st Quarter Tax, the 2nd Quarter Tax, the 4th Quarter Tax, any other sales and use tax imposed by the City, or for any other reason, (iv) the approval, execution, and termination of the 2008 Interlocal and the performance of any obligations under the 2008 Interlocal, and (v) any other claims by either Party against the other accrued or unaccrued with respect to any and all matters between the Parties as of the Effective Date of this Agreement. The Parties fully intend and understand that this mutual release shall be full and complete releases and waivers by both Parties of any and all claims, damages, losses, liabilities, or expenses of any kind or character, whether known or unknown, whether brought or could have been brought or any other action between the Parties as of the Effective Date of this Agreement. This Agreement is entered into by the Parties to avoid the uncertainty, inconvenience and expense of litigation or other binding dispute resolution and shall not be construed to be an admission of the truth or correctness of any of the allegations of any Party of responsibility or liability of any other Party, nor be used in any proceeding as an admission of liability on the part of or concerning any Party. This mutual release and the other provisions of this paragraph shall survive the termination or amendment of this Agreement.

8. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, in connection with this Agreement, the Parties agree as follows:
(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A copy of this executed Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the designees of each Party, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

9. Further Assurances. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the purposes and intent of this Settlement Agreement.

10. Amendments. Subject to Section 3 of this Agreement, this Agreement may be amended, changed, modified, or altered only by an instrument in writing which shall be: (a) approved by Resolution of the legislative body of each of the Parties; (b) executed by a duly authorized official of each of the Parties; (c) submitted to an attorney of each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to § 11-13-202.5 of the Interlocal Act; and (d) filed in the official records of each Party.

11. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (including PDF, facsimile, or other electronic signature platforms) shall be deemed to be original signatures for all purposes, and scanned or electronically transmitted copies of this Agreement shall be treated as originals for all purposes.

12. Construction. Both Parties participated in the negotiation and drafting of this Agreement and, accordingly, this Agreement shall not be construed more strongly in favor of or against either Party regardless of who was more responsible for its preparation and shall be construed simply according to its fair meaning.

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

13. Waiver. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the Party against whom it is sought to be enforced. Any waiver of any default by either Party shall not constitute a waiver of the same or different default on a separate occasion.

14. Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

15. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

16. Term. This Agreement shall terminate on the earlier of: (a) the retirement of all bonds or obligations for the Funded Projects; or (b) on December 15, 2044. The rights and obligations of the Parties pursuant to Section 7, above, shall survive termination.

17. Entire Agreement. This Agreement embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

[*signature page follows*]

Docusign Envelope ID: 7F378BBE-F52C-4D2D-9F99-ABEFE56A68D2

WILLARD CITY

By: Mayor Pro Temp
MAYOR

ATTEST

By:
CITY RECORDER

APPROVAL AS TO FORM
WILLARD CITY ATTORNEY

By:

UTAH TRANSIT AUTHORITY

By:
EXECUTIVE DIRECTOR

By:
CHIEF FINANCIAL OFFICER

APPROVAL AS TO FORM:
UTA LEGAL COUNSEL

Signed by:
By: David M. Wilkins
0F6F046DE4724A2...
Assistant Attorney General

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Ann Green-Barton, Chief People Officer
PRESENTER(S): Ann Green-Barton, Chief People Officer
JD Tazoi Director of Total Rewards
TITLE:

Contract: Employee Paid Supplemental Insurance Plan (Voya Financial, Inc.)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize the Executive Director to execute the agreement and associated disbursements with VOYA Financial, Inc (Voya). for supplemental insurance plan coverages for the benefits plan year beginning May 1, 2026, ending April 30, 2027.

BACKGROUND:
UTA offers its employees the choice to elect supplemental Group Accident, Hospital Indemnity, and Critical Illness insurance coverages through Voya Financial, Inc. These coverages were identified as valuable benefit offerings by UTA's benefit consultant group, GBS Benefits, Inc (GBS). While the coverages are funded primarily through employee payroll deductions, UTA has consistently recognized that a small residual liability may exist at the end of each plan year due to timing and collection differences because employee contributions are collected biweekly and premiums are billed and paid monthly. The difference is modest and has been approximately $10K-15K per year. The Voya benefit plans are evaluated yearly through the annual benefit renewal process.

DISCUSSION:
GBS is an approved and procured contractor for benefit consulting services for UTA. GBS has once again recommended Voya for UTA's 2026-2027 plan year supplemental insurance provider. UTA is asking the Board to authorize the Executive Director to sign the non-procurement agreement to continue these benefit offerings for the benefits plan year beginning May 1, 2026, through April 30, 2027.

CONTRACT SUMMARY:

Contractor Name:	Voya Financial, Inc.
Contract Number:	#26-P00553
Base Contract Effective Dates:	May 1, 2026 through April 30, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	$0
Amendment Amount:	$0
New/Total Contract Value:	$864,000
Procurement Method:	N/A
Budget Authority:	2026 Operating Budget

ALTERNATIVES:

If this non-procurement agreement is not approved UTA would stop offering these supplemental benefit coverages.

FISCAL IMPACT:

These costs are generally funded by the employee through payroll premium deduction. The full premium costs are paid by UTA on a monthly basis after deducting from the employee's pay.

Total cost for 2026-2027 plan year: $864,000 (estimated $72,000/month in employee paid premiums).

Account 1.20207 - Group Accident insurance premiums: $252,000 ($21,000/month in employee paid premiums)
2026: $168,000
2027: $84,000

Account 1.20207 - Critical Illness insurance premiums: $360,000 ($30,000/month in employee paid premiums)
2026: $240,000
2027: $120,000

Account 1.20209 - Hospital Indemnity insurance premiums: $252,000 ($21,000/month in employee-paid premiums)
2026: $168,000
2027: $84,000

ATTACHMENTS:

Contract

Docusign Envelope ID: 553B7149-13E9-4223-8626-A997EE7627E3

MEMORANDUM OF AGREEMENT

Background. Voya Financial, Inc. provides supplemental Group Accident, Critical Illness, and Hospital Indemnity insurance coverages to UTA employees on an elective basis. The full premium costs are paid by UTA after deducting such premiums from the employee's pay. UTA completes renewal of these coverages and plans annually. UTA reviews the renewal updates and determines whether to adopt the VOYA supplemental insurance plans and offer the plans and coverages to employees.

Agreement.

VOYA and UTA agree to adopt the updated supplemental insurance plans and premium rates described in **Exhibit A** for the upcoming benefit year beginning May 1, 2026, and extending through April 30, 2027.

Employees shall elect the plans and coverage levels they desire to purchase during the new hire or Open Enrollment periods. Premium payments shall be withheld from the employee's pay and then transmitted to VOYA.

The contract(s) of insurance are between Voya and UTA employees. UTA is not a party to the insurance contract(s) for elective coverages.

VOYA will exercise its good faith best efforts to provide the best possible coverages for UTA employees for the least possible expense.

VOYA agrees to exercise due care and reasonable diligence in responding to insurance inquiries or claims from UTA employees. UTA is under no obligation to continue annual renewals with VOYA if it learns that due care and reasonable diligence have not been exhibited by VOYA representatives.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

UTAH TRANSIT AUTHORITY

By:_____
Its:_____

By: Signed by: David M. Wilkins 0F6F046DE4724A2... _____
Its: _____

VOYA FINANCIAL, INC.

By: Signed by: Angela O'Neal 469EAD87E724429... _____
Its: Client Relationship Mgr

By:_____
Its: _____

Exhibit 1 – VOYA FINANCIAL – GROUP BENEFIT PLANS: 0070564-1 Account 1

Utah Transit Authority

Group Benefit Plan: 0070564-1
Account 1

INITIAL PREMIUM RATE NOTIFICATION

MODE OF PAYMENT	EFFECTIVE
Monthly	**05/01/2025**

COVERAGE	PREMIUM RATES
Compass Accident Voluntary Employee	
Low Plan	
Employee Only	$ 7.95
+Spouse	13.65
+Child	15.99
+Family	21.69
High Plan	
Employee Only	10.90
+Spouse	18.57
+Child	21.95
+Family	29.62
Compass Critical Illness Voluntary Employee, per $1,000	
	Tobacco Use
Under 30	$ 0.54
30 - 39	0.70
40 - 49	1.54
50 - 59	3.79
60 - 64	6.15
65 - 69	7.42
70 +	10.23
	Non Tobacco Use
Under 30	$ 0.37
30 - 39	0.45
40 - 49	0.97
50 - 59	2.30
60 - 64	3.59
65 - 69	4.70
70 +	6.53

RETIREMENT | INVESTMENTS | INSURANCE
VOYA FINANCIAL™

Utah Transit Authority

Group Benefit Plan: 0070564-1
Account 1

INITIAL PREMIUM RATE NOTIFICATION

MODE OF PAYMENT	EFFECTIVE
Monthly	**05/01/2025**

COVERAGE		PREMIUM RATES
Insurance products and most services are provided by ReliaStar Life Insurance Company (Home Office Minneapolis, MN) and/or ReliaStar Life Insurance Company of New York (Home Office Woodbury, NY) Both companies are members of the Voya(TM) family of companies		
Compass Critical Illness Voluntary Spouse Rider, per $1,000		
		Tobacco Use
	Under 30	$ 0.45
	30 - 39	0.64
	40 - 49	1.50
	50 - 59	3.27
	60 - 64	4.89
	65 - 69	5.30
	70 +	7.04
		Non Tobacco Use
	Under 30	$ 0.31
	30 - 39	0.41
	40 - 49	0.92
	50 - 59	1.97
	60 - 64	2.87
	65 - 69	3.45
	70 +	4.62
Compass Critical Illness Voluntary Children Rider		
	5,000	$ 2.10
	10,000	4.20
Wellness Voluntary Employee Rider CCI		$ 1.30
Wellness Voluntary Spouse Rider CCI		$ 1.30
Compass Hospital Confinement Indemnity Voluntary Employee		
	Employee Only	$ 15.18
	+Spouse	38.11
	+Child	27.42
	+Family	50.35

All Premium Rates are Guaranteed from 05/01/2025 to 04/30/2026

All Premium Rates are Guaranteed from 05/01/2026 to 04/30/2027

Insurance products and most services are provided by ReliaStar Life Insurance Company (Home Office Minneapolis, MN) and/or ReliaStar Life Insurance Company of New York (Home Office Woodbury, NY) Both companies are members of the Voya(TM) family of companies

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Andres Colman, Chief Operating Officer
PRESENTER(S): Dalan Taylor, UTA Chief of Police

TITLE:
Contract: Police Vehicle Replacements (Young Automotive Group)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Purchase Order 17777 and associated disbursements with Young Automotive Group under State Contract MA3800 to procure 16 new patrol vehicles in the amount of $837,152.

BACKGROUND:
UTA's Police Department currently has a fleet of 85 vehicles and many of those vehicles are past their useful service life with several vehicles being more than 10-years-old with mileage ranging from 150,000 - 200,000. These new vehicles will replace our older vehicles.

DISCUSSION:
UTA's police vehicles are an integral part of the safety and security of the UTA system. They provide a mobile working office for police officers in the field and are a critical tool for officers' response to lifesaving emergencies, criminal activity, accidents and other calls for service.

CONTRACT SUMMARY:

Contractor Name	Young Automotive Group
Contract Number	Utah State Contract: MA3800
	Purchase Order: 17777
Contract Start/End Dates	October 1, 2021 - September 30, 2026
	Purchase Order: Final signature received - December 31, 2026

Total Contract Value	$837,152
Procurement Method	State Contract
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

Maintain an older unreliable fleet of vehicles with higher maintenance and fuel costs. This would impact timely responses to life safety situations.

FISCAL IMPACT:

The proposed purchase will be funded by approved Capital Budget using project FMA543 - Police Vehicle Replacements.

This project is being supplemented with grant funds, specifically Formula 5307 Grant Safety and Security Projects.

- 2026 Contract Total: $837,152.00 Account # 40-1543.67000.7006

ATTACHMENTS:

- Purchase order: Police Vehicle Replacements (Young Automotive Group)
- State Contract MA3800 (Link: https://bit.ly/USC_MA3800)

Docusign Envelope ID: C889031F-19E0-46A7-98F9-D1C6EB513488

Young Ford of Ogden
PO BOX 684
Layton UT 84041

Utah Transit Authority

PURCHASE ORDER NUMBER	
OG	17777

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1473834	3/3/2026

SEND INVOICE TO:	SHIP TO:	*An Equal Opportunity Employer*	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**			*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Timothy Hodges	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 837,152.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00016558	12/31/26	16 EA	40-1543.67000.7006	Police Vehicle Replacements	52322.0000	837,152.00

Per Utah State Contract MA3800

DocuSigned by:
Mike Bell
70E33A415BA44F6...
3/5/2026

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Andres Colman, Chief Operating Officer
PRESENTER(S): Dalan Taylor, UTA Chief of Police

TITLE:
Contract: Police Vehicle Upfitting (Vehicle Lighting Solutions)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Purchase Order 17778 under State Contract MA4052 with Vehicle Lighting Solutions in the amount of $279,886.81 for emergency equipment and lighting.

BACKGROUND:
UTA's Police Department has a white fleet of 85 vehicles. This purchase will provide 16 newly purchased trucks under Purchase Order 17777 (discussed during the April 8, 2026, Board of Trustees Meeting) with emergency equipment and lighting.

DISCUSSION:
UTA police vehicles are an integral part of the safety and security of the UTA system. These vehicles provide a mobile office for police officers and provide critical response to incidents and communication.

CONTRACT SUMMARY:

Contractor Name	Vehicle Lighting Solutions
Contract Number	Utah State Contract MA4052 Purchase Order 17778
Contract Start/End Dates	April 16, 2023 - April 15, 2028 Purchase Order: Final Signature Received - December 31, 2026
Total Contract Value	$279,886.81
Procurement Method	State Contract

ALTERNATIVES

Maintain an older fleet with higher maintenance and fuel costs.

FISCAL IMPACT:

This purchase will be funded with the approved 2026 Capital Budget FMA543.

- 2026 Contract Total: $279,886.81 Account # 40-1543.67000.7006

ATTACHMENTS:

- Purchase Order: Police Vehicle Upfitting (Vehicle Lighting Solutions)
- State Contract MA4052 (Link: https://bit.ly/USC_MA4052)

Docusign Envelope ID: D10C48CF-91E1-43F7-968A-F818233F7665

VEHICLE LIGHTING SOLUTIONS INC.
668 W 9320 S Ste B
Sandy UT 84070

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OG	17778

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1205545	3/5/2026

SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING		*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER / PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Timothy Hodges / 1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 279,886.81 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00016558	12/31/26	15 EA	40-1543.67000.7006	Patrol Equipment Build Package	17725.5500	265,883.25
2		12/31/26	1 EA	40-1543.67000.7006	Command Eqp Bld Package	14003.5600	14,003.56

Per Utah State Contract MA4052

DocuSigned by:
Mike Bell
70E33A415BA44F6...
3/5/2026

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Monica Howe, Director of Fares
PRESENTER(S): Monica Howe, Director of Fares

TITLE:
Contract: FAREPAY Card Purchases (Paragon ID)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute contract 26-04034 with Paragon ID for FAREPAY cards, in the amount of $716,720.

BACKGROUND:
The UTA FAREPAY card is available for purchase through certain retail locations arranged by Interactive Communications International, Inc. (InComm), as well as through UTA Customer Service. In the past, InComm managed the purchase of FAREPAY card inventory on UTA's behalf.

Under the current contract with InComm (25-03937) approved by the Board on April 9, 2025, UTA has assumed responsibility for purchasing the cards. This marks UTA's first time placing a FAREPAY card order under this new arrangement.

DISCUSSION:
UTA staff is requesting approval and authorization to execute Contract 26-04034 to Paragon ID to provide FAREPAY cards.

The contract includes:

- Purchasing FAREPAY cards for initial stocking of ticket vending machines beginning in June 2026.
- Replenishment orders for FAREPAY card inventory for UTA Fares, Customer Service and retail network.
- This is a three-year (3) contract with the option of two (2) one-year extensions, for a total not-to-

exceed contract value amount of $716,720.

CONTRACT SUMMARY:

Contractor Name	Paragon ID
Contract Number	26-04034
Contract Start/End Dates	Date of last signature received - March 30, 2031
Total Contract Value	$716,720
Procurement Method	RFP
Budget Authority	Approved 2026 Operating Budget & Capital Budget

---

ALTERNATIVES

UTA will not sell FAREPAY cards.

FISCAL IMPACT:

The total value of the agreement is $716,720

- 2026 Contract Total: $247,600
    - Capital Budget: $147,600 ICI222 40-2222.68000.8004
    - Operating Budget: $100,000 Account # 6500.50457.90
- 2027 Contract Total: $180,100
- 2028 Contract Total: $127,000
- 2029 Contract Total: $92,260
- 2030 Contract Total: $69,760

ATTACHMENTS:

- Contract: FAREPAY Card Purchases (Paragon ID)

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

26-04034JM
PURCHASE OF FAREPAY CARDS

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 PARAGON ID, a Corporation (the "Contractor").

RECITALS

WHEREAS, on January 15, 2026, UTA received competitive proposals to provide FAREPAY Cards 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 RFP26-04034JM (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, on February 20, 2026, Paragon ID's, proposal 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 (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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 three-year period expiring March 30, 2029. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing 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**

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**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. 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;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

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

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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 to, and accepted 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**

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    i. Contractor Name
    ii. Unique Invoice Number
    iii. PO Number
    iv. Invoice Date
    v. Detailed Description of Charges
    vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

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, or of the best grade if no quality is 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 for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. 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. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. GENERAL INDEMNIFICATION

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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

12. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

- 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 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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.

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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 UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under 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 infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an 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) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA 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)

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **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.

15. **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).

16. **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.

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

17. **CONTRACTOR SAFETY COMPLIANCE**

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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 and 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 environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental 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.

18. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental 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.

19. **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.

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 immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

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 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.

b. **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

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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

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 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:

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 ten (10) days after Consultant becomes aware (or

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

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

mitigation of the breach for review and approval by UTA.

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

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
3. Information developed by or in the custody of Contractor before entering into this Contract.
4. Information developed by Contractor 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 Tiffany Conners, 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) 287-2218.

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 Grants & Contracts Administrator 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:	If to Contractor:
Utah Transit Authority	Paragon ID

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

ATTN: Pat Postell	ATTN: Charles McHenry
669 West 200 South	210 Old Thomasville Rd
Salt Lake City, UT 84101	High Point, NV 27260
ppostell@rideuta.com	charlesm@electronicdata.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 Documents 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 Manager/Contractor's COO	Five calendar days
UTA's Director/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, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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

33. **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.

34. **AMENDMENTS**

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

35. **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. This also includes cost increases due solely to Governmental Action such as unanticipated tariffs, duties or changes in law. UTA may terminate the Contract after determining that such cost increase, delay or default will reasonably prevent successful performance of the Contract.

36. **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.

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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. **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.

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

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

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.

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

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.

UTAH TRANSIT AUTHORITY:

By_____
Tiffany Conners
Manager Fare Mgmt Ops

By_____
Monica Howe
Fares Director

DocuSigned by:
Mike Bell
By 70E33A415BA44F6... 3/30/2026
Mike Bell
UTA Legal Counsel

CONTRACTOR:

Signed by:
Charles McHenry
By 981964FCC41E4CE... 3/30/2026
Charles McHenry
Name
Senior VP Sales
Title

By_____
Name_____
Title_____

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

This Statement of Work outlines the tasks, deliverables, responsibilities, and timelines associated with procuring, printing, packaging, creating data files and delivery of prepaid transit fare cards for UTA. The goal is to ensure consistent quality, accurate fulfillment, and on-time delivery for distribution to riders, retail partners, and internal departments. The contactless prepaid fare cards (FAREPAY) are for use with UTA's account-based fare collection system.

CARD REQUIREMENTS

Card Type

- Card technology: MIFARE Ultralight, 13.56 MHz contactless IC, ISO 14443 compliant.
- Standard CR80 size including an embedded contactless chip and standard magnetic stripe on reverse.
- Card media must be compatible with ISO-14443 Type A and Type B readers and support NFC-capable devices where applicable.
- Card media must be capable of being read by the UTA's back-office system, UTA validators (OB41, SV51), UTA ticket vending machines (ST71), UTA fare inspection devices, and InComm retail network Point-of-sale systems.
- Cards will act as a contactless identifier (token) for account-based fare processing.
- No monetary value will be stored on the card.
- Monetary value will be stored in UTA's account-based back office.

Encoding & Data

Customization will be required. This will be discussed under a non-disclosure agreement after contract award.

Quantities

- Initial order: 140,000 cards.
    - UTA anticipates the initial order to be:

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

Quantity to Order	Description
~~112,000~~	~~TVM initial fill~~
115,000	Fill/Replenish TVM's
15,000	Unwrapped (Customer Service, Fares, web site)
10,000	Wrapped for InComm (Retail)
140,000	Total quantity to order

Reorder / replenishment as needed. Future orders must maintain the same encoding scheme and magnetic stripe properties for interoperability

Data Requirements

Wrap	Data	Placement	Source	Provider
1	Min max range $5 -$500	Wrap front	Text	Agency
2	*One-time card issuance Fee $3	Wrap front	Agency	Agency
3	*Product UPC (12 digits) 799366042310	Wrap front	InComm	InComm
4	Incomm serial number (11 digits)	Wrap back	Data file	InComm
5	IAB Barcode	Wrap back	Printer	Printer
6	IAB Barcode - human readable (30 digits)	Wrap back	InComm	InComm
7	Magstripe	Wrap back	Data file	InComm
8	Incomm Van number (16 digits)	Wrap back	Data file	InComm
Inner card	**Data**	**Placement**	**Source**	**Provider**
1	Product UPC (12 digits) 799366060611	Card front	InComm	InComm
2	# (9 digits) from printer	Card back	Data file	InComm
3	IAB Barcode	Card back	Printer	Printer
4	IAB Barcode - human readable (30 digits) underline	Card back	Data File	InComm
5	Magstripe	Card back	Data file	InComm

- Return File – create a .CSV file listing all issued card PAN, UIDs and associated printed IDs for import into the UTA account-based system. Deliver to UTA.
- TIPFILE – create a TIPFILE containing the marrying of the data generated files as provided by UTA, InComm, or both. Deliver to UTA and InComm. UTA can collect data from and provide data to InComm if needed.

Encoding & Data

- Wrap (for retail network)
  - Product UPC (provided by InComm)
  - Serial number
  - Barcode

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

    - Human readable bar code (provided by InComm)
    - Magstripe (provided by InComm)
    - InComm Van number (provided by InComm)
- Inner card and unwrapped card
    - PAN
    - A unique identifier (UID)
    - Product UPC (provided by InComm)
    - Sequential number
    - Barcode
    - Human readable bar code-underlined (provided by InComm)
    - Magstripe (provided by InComm)
- Vendor will not load or initialize any stored-value data.
- UTA will associate each card with a customer account in the back-office system after issuance.
- Vendor shall provide CSV data file listing all issued card PAN, UIDs and associated printed IDs for import into UTA's account-based system and InComm's retail network system (InComm TIPFILE).
    - TIPFILE contains the merged data from UTA, InComm and printer. More detail of file requirements can be provided after contract award.

Personalization & Printing

- Provide front/back full-color printing in UTA colors (provided by UTA) on wrap
- Provide front/back full-color printing in UTA colors (provided by UTA) on card
- Encoding
    - Product UPC barcode
    - Barcode
    - 30-digit Human-readable barcode
    - Magstripe
    - Text and artwork (provided by UTA)
    - Human-readable UID printed/laser-etched and a machine-readable barcode/QR on each card
- Print artwork according to brand standards.
- Support variable data printing (serial numbers, batch numbers, expiration dates).
- Perform card encoding per technical requirements.
- Conduct quality assurance on print clarity and encoding accuracy.

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

Packaging

Wrapped cards

- Tamper-evident packaging with foil lining
- The packaging must be opaque so that the FAREPAY number is not visible
- The quality of the wrapping must be robust, the printing may not fade or deteriorate for at least 5 years.
- Bagged quantities of 10 per bag with label on each
- 100 per case with label on each
- External label to include product name, batch number, quantity, production date, barcode.
- Bulk Packaging
    - Palletized cartons with shipment identifiers.
    - Tamper-evident inner cartons.
    - Carton counts must match PO and packing slip.

Unwrapped cards

- Package cards in a manner suitable for direct insertion into the Ticket Vending Machine (TVM) card stacker or magazine without additional repackaging or manual separation.
    - Banded or shrink-wrapped in groups compatible with the TVM card magazine or stacker capacity
        - Stacks of 400 cards each
    - Packaging shall protect cards from bending, scratching, static discharge, and contamination by dust or moisture.
    - Maintain precise card alignment to ensure smooth mechanical feed into the TVM.
    - Cards shall be uniformly oriented (same face, same direction) within each stack.
    - Be non-abrasive and free of residues that could contaminate cards or TVM mechanisms.
    - Recyclable if practical.

Delivery

- **Delivery by August 3rd 2026 on initial delivery is mandatory**.
- Additional replenishment orders delivered no less than 12 weeks from order date.
- Deliver cards to the agency warehouse or designated center.

Acceptance Testing

- Acceptance testing: For each order, UTA will sample and test cards (functional read, UID match, print quality) on UTA validators/readers.
    - Vendor to provide sample cards for pre-production testing.

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

Warranties & Support

- Warranty for manufacturing defects for 12 months.
- Support: vendor shall provide response times for defects, replacement procedure for defective lots, and maintain production backup for reorders.

Pricing & Invoicing

- Unit price with tiers/quantity breaks, setup/personalization fees, sample fees, shipping, customs (if applicable).
    - Per-unit card cost
        - Including price break tiers
    - Artwork printing
    - Encoding fees
    - Packaging services
    - Shipping and logistics
    - Rush-order fees

Docusign Envelope ID: 881E5D6C-6903-408D-B7BB-972BF4575B3E

EXHIBIT B

PRICING

A. Total Not-To-Exceed Amount: The total amount payable by UTA under this contract shall not exceed $716,720.00 (the "Total Not-To-Exceed Amount") over the five (5) year period of the contract. The escalation percentages have been accepted as presented below.

PRICING SUBMISSION						
Volume Range	Unit Price for Card	Unit Price for Encoding	Unit Price for Packaging	Artwork	Shipping	Other Costs
1-10,000	$0.635	Included	$3.11	Included	$0.06	
10,001-50,000	$0.534	Included	$2.98	Included	$0.06	
50,001-150,000	$0.432	Included	N/A	Included	$0.06	
150,001-300,000	$0.432	Included	N/A	Included	$0.06	
>300,000	$0.432	Included	N/A	Included	$0.06	
If Applicable:						
Escalation for 2027	2%	Included	2%	Included	2%	
Escalation for 2028	2%	Included	2%	Included	2%	
Escalation for 2029	2.5%	Included	2.5%	Included	2.5%	
Escalation for 20230	2.5%	Included	2.5%	Included	2.5%	

*Unit Price for Packaging – standard packaging is included for the unit price of the card – this column is for retail packaging.

Section H. Delivery is amended to extend out the initial delivery date.

- **Delivery by August 1st 2026 on initial delivery is mandatory**.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Kyle Brimley, IT Director
Tom Smith, IT Network Support Manager

TITLE:
Contract: Network Equipment Replacement (CVE Technologies Group, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute purchase order 17796 with Cache Valley Electric (CVE) Technologies Group, Inc., an authorized fulfillment parter with Cisco Systems, Inc., under State of Utah Contract AR3227 for state of good repair network equipment in the not to exceed amount of $796,506.26.

BACKGROUND:
The devices being replaced as part of this procurement have reached their manufacturer end-of-support and are scheduled for replacement through the State of Good Repair lifecycle program identified in the agency's 10-Year IT Strategy.

DISCUSSION:
The procurement will replace 117 network devices deployed across multiple UTA facilities. These devices support critical agency connectivity and enable employee access to business applications including JDE, Workday, email, file services, internet access, and facility Wi-Fi.

Replacement ensures continued reliability of network infrastructure, reduces operational risk associated with aging equipment, and maintains security compliance.

Funding for this procurement was approved in the 2026 Capital Budget (ICI179 - Network & Infrastructure Equipment).

CONTRACT SUMMARY:

Contractor Name	CVE Technologies Group, Inc.
Contract Number	17796
State Contract Start/End Dates	October 23, 2020 - September 30, 2026
Purchase Order Effective Date	April 25, 2026
Total Contract Value	$796,506.26
Procurement Method	State Contract AR3227
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

The alternative is to continue operating equipment that has reached the manufacturer's end-of-support. This increases the risk of service outages, operational disruption, and cybersecurity vulnerabilities and is not recommended.

FISCAL IMPACT:

Funding will come from Capital funding projects from ICI179 - Network & Infrastructure Equipment (40-2179.65000.5008):

- 2026 Contract Total: $796,506.26

Total not to exceed contract value: $796,506.26

ATTACHMENTS:

- Contract: Network Equipment Replacement (CVE Technologies Group, Inc.)
- State of Utah Contract AR3227 (Link: https://bit.ly/USC_AR3227)

Docusign Envelope ID: 749DA312-E645-4EEB-BA21-70175E6681DA

Cache Valley Electric Company
875 N 1000 W
Logan UT 84321

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OG	17796

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1478768	3/18/2026

SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING	DEREK A	*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER / PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Wilson, Rick V / 1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 796,506.26 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00016699	3/18/26	27 EA	40-2179.65000.5008	C9200CX-12P-2X2G-E Tom Smith / Terrie Gavin	1339.5800	36,168.66
2	00016699	3/18/26	61 EA	40-2179.65000.5008	C9200-48P-E Tom Smith / Terrie Gavin	4951.6800	302,052.48
3	00016699	3/18/26	10 EA	40-2179.65000.5008	C9300X-12Y-A Tom Smith / Terrie Gavin	11119.7900	111,197.90
4	00016699	3/18/26	28 EA	40-2179.65000.5008	VG410-24FXS Tom Smith / Terrie Gavin	4313.5300	120,778.84
5	00016699	3/18/26	2 EA	40-2179.65000.5008	C9500-48Y4C-A Tom Smith / Terrie Gavin	18553.4800	37,106.96
6	00016699	3/18/26	54 EA	40-2179.65000.5008	SFP-10G-LR= Tom Smith / Terrie Gavin	898.5700	48,522.78
7	00016699	3/18/26	20 EA	40-2179.65000.5008	SFP-10G-ER= Tom Smith / Terrie Gavin	2272.6600	45,453.20
8	00016699	3/18/26	22 EA	40-2179.65000.5008	SFP-10G-ZR= Tom Smith / Terrie Gavin	3483.4000	76,634.80
9	00016699	3/18/26	50 EA	40-2179.65000.5008	GLC-LH-SMD= Tom Smith / Terrie Gavin	223.3400	11,167.00
10	00016699	3/18/26	20 EA	40-2179.65000.5008	GLC-TE= Tom Smith / Terrie Gavin	102.5200	2,050.40
11	00016699	3/18/26	6 EA	40-2179.65000.5008	GLC-ZX-SMD= Tom Smith / Terrie Gavin	895.5400	5,373.24

This Purchase Order is per Utah State Contract AR3227
https://statecontracts.utah.gov/Contract/Details/AR3227-Data-Communications-Equipment-and-Services%7Cee54a2a0-8dda-4e7a-818d-f4a74b0dcbc4

This is to be executed as a NOT TO EXCEED (NTE) order, and may not be executed until a NOTICE TO PROCEED has been received in writing by SHI INTERNATIONAL CORP. on or after the date of UTA Board of Trustees approval.

DocuSigned by:
By Mike Bell , Mike Bell, UTA Legal Counsel Date 3/19/2026
70F324415BA44F6...

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

300

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:
Contract: Mt. Ogden Administration Building Construction (Big-D Construction)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute contract 25-04031 with Big-D Construction to construct a new administration building, bus parking, and bus canopy on the Mt. Ogden UTA campus in the amount of $13,746,913.

BACKGROUND:
A study was performed in 2023 to evaluate the needs at the Mt. Ogden site. The study determined that the existing 5,262 square foot building, constructed in 1985, is undersized and outdated for the current administrative needs of the Mt. Ogden campus.

A design team was procured in 2024 and design was completed in 2025 for a new building. The design places the new building in the current bus parking location. Replacement bus parking will be constructed immediately west of the existing bus parking lot. A full and open competition was conducted for construction and Big-D Construction was selected as the best value.

DISCUSSION:
UTA staff are requesting approval of the contract with Big-D Construction to construct the Mt. Ogden building, bus parking, and bus canopy to provide the necessary administration and bus parking space required for operations.

CONTRACT SUMMARY:

Contractor Name Big-D Construction

Contract Number	25-04031
Contract Start/End Dates	April 22, 2026 - August 31, 2028
Total Contract Value	$13,746,913
Procurement Method	RFP
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

Do not build a new building and continue to operate using the existing building.

FISCAL IMPACT:

The 2026 amount is included in the capital budget for MSP258.

- 2026 Contract Total: $2,800,000
- 2027 Contract Total: $10,725,000
- 2028 Contract Total: $221,913

Total Contract Amount: $13,746,913

Sources:

Project MSP258: Ogden Administration Building

- Two grants totaling $11,682,002
- Bond funding match of $2,920,500

ATTACHMENTS:

- Contract: Mt Ogden Administration Building Construction (Big-D Construction)

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

CONSTRUCTION SERVICES AGREEMENT

25-04031VW

Mount Ogden Administration Building Construction

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Big-D Construction ("Contractor").

RECITALS

A. UTA desires to hire Contractor for Mount Ogden Administration Building Construction per the Specifications and Bid Schedule included in the RFP.

B. On December 24, 2025, UTA issued Request for Proposal Package Number 25-0431VW ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

2. MANAGEMENT OF WORK

a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

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

3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
e. UTA will have the right to inspect, monitor, and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace, or re-execute the Work so as to conform to the Contract requirements.
g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, 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 Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than August 31, 2028. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor a not-to-exceed amount of which is conditioned upon evaluation and payment by UTA, for a not-to-exceed (NTE) amount of $13,746,913 in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones, progress billing, monthly billing, or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Construction Services Agreement
2. Addendum1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
4. 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 Construction Services;

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions, exhibits, and attachments.
2. Addendum 1 Supplemental Terms and Conditions for Construction Services
3. UTA Solicitation Terms
4. 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. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to Project Manager David Osborn at dosborn@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to Project Manager at David Osborn at dosborn@rideuta.com. Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

10. USE OF SUBCONTRACTORS

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

11. KEY PERSONNEL

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

Layne Kochel, Project Director
Grant Bay – Preconstruction Manager
Tim Allen – Project Manager
Phillip Noble- Superintendent
Puja Kurupathi – Project Engineer

12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records, and other evidence to support any cost-

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

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

13. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,
or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
   1. Information already in the public domain.
   2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
   3. Information developed by or in the custody of Contractor before entering into this Contract.
   4. Information developed by Contractor 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.

14. 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.

15. GENERAL INDEMNIFICATION – see Article 6 of Special Provisions

16. INSURANCE REQUIREMENTS – see Article 7 of Special Provisions

17. OTHER INDEMNITIES -see Article 6 of Special Provisions

18. INDEPENDENT CONTRACTOR

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

19. PROHIBITED INTEREST

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

without specific written authorization by UTA.

20. CLAIMS/DISPUTE RESOLUTION - see Article 11 of Special Provisions

21. GOVERNING LAW

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

22. ASSIGNMENT OF CONTRACT

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

23. 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.

24. NOTICES OR DEMANDS

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.; (v) sent via email. All such notices shall be addressed as follows:

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

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

If to Contractor:
Big-D Construction
Layne Kochel Project Director
404 W 400 S
Salt Lake City, UT 84101

a. 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.
b. Notwithstanding the above, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communication. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

25. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for this Contract is Vicki Woodward, or designee. All questions and

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES – see Article 8 of Special Provision

27. 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

28. 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.

29. 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.

30. SEVERABILITY

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

31. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

32. 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.

33. AMENDMENTS

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

34. 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.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

35. 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.

UTAH TRANSIT AUTHORITY:

By: Date:
Jay Fox
Executive Directo

By: Date:
Jon Larsen
Chief

Approved as to Content and Form

DocuSigned by:
By: Mike Bell Date: 3/26/2026
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
David Osborn,
UTA Project Manager

BIG-D CONSTRUCTION CORP:

Signed by:
By: Richard Hazel Date: 3/26/2026
DCFD72D7B0124DA...
Big-D Construction Corporation
Rich Hazel, President
Fed ID#87-0361918

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Design and/or Construction Special Provisions

ARTICLE 1

General

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

"Agreement" means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

"Application for Payment" shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

"Basis of Design Documents" means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

"Claim" has the meaning indicated in Section 8.1 of these General Conditions.

"Construction Documents" means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

"Contract Documents" means those documents designated as Contract Documents in the Agreement.

"Contract Times" means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

"Contractor" means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a Design-Builder, general contractor, Construction Manager/General Contractor, or other type of entity.

"Day" means a calendar day unless otherwise specifically noted in the Contract Documents.

"Differing Site Condition" has the meaning indicated in Section 3.2 of these General Conditions.

"Final Completion" has the meaning indicated in Section 5.8.1 of these General Conditions.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

"Force Majeure Event" means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor's failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

"General Conditions" means this document.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

"Potential Change Notice" has the meaning indicated in Section 10.3 of these General Conditions.

"Project" means the construction project described in the Agreement.

"Punchlist" means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety, or use of the Project after Substantial Completion.

"Schedule of Values" means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

"Site" means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

"Subcontractor" means any person or entity (including subcontractors at any tier, design engineers, laborers, and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor's obligations under the Contract Documents.

"Substantial Completion" or "Substantially Complete" has the meaning indicated in Section 4.6 of these General Conditions.

"Work" means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Contractor's Services

2.1 **General Services.**

2.1.1 Contractor's Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor's Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA's review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

2.2 **Design Services.** If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering, and other design professional services, for the preparation of the required drawings, specifications, and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design contractors procured by Contractor.

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 **Government Approvals, Permits, and Legal Requirements.**

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges, and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 **Construction Services.**

2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques, and procedures of construction.

2.4.5 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 **Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.**

2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in the UTA Design Quality Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering, or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

ARTICLE 3

Bond Requirements

3.1 The contract value exceeds the small purchase threshold, contractor shall provide the following bonds:

3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and

3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

ARTICLE 4.0

Site Conditions

4.1 **Hazardous Materials.**

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

4.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.

4.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

4.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to and extension of Contract Price and/or Contract Time(s).

4.2 **Differing Site Conditions.**

4.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5

Payment

5.1 **Schedule of Values (Applicable where payment is made on the basis of progress, milestones, or on a periodic basis.)**

5.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

5.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

5.2 **Application for Payment.**

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

5.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

5.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

5.3 **Invoicing Procedures**

5.31. Contractor shall invoice UTA after achievement of contractual milestones or after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to David Osborn at dosborn@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

5.3.2 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. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

5.4 **Sales Tax Exemption**

5.4.1 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.

5.5 **UTA's Payment Obligations.**

5.5.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

5.5.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

5.6 **Contractor's Payment Obligations.**

5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.

5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

5.7 **Substantial Completion.**

5.7.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

5.7.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

5.7.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

5.7.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

5.8 **Final Payment.**

5.8.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

5.8.1.1 An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work which will in any way affect UTA's interests;

5.8.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments, and other deliverables required by the Contract Documents; and

5.8.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

5.8.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 6

Indemnification and Loss

6.1 **Patent and Copyright Infringement**. If the Work includes any design services, provisions 6.1.1 through 6.1.3 apply.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

6.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

6.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

6.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

6.3.2 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 has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

6.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

ARTICLE 7

INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

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

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

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

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. *(NOTE: Projects over $10,000,000 will require limits of $2,000,000 per occurrence and $4,000,000 aggregate; Projects over $40,000,000 will require limits of $5,000,000 per occurrence and $5,000,000 aggregate)*

6. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage, and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials, or services for the project.

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

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.

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

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

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

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

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

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

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

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

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.

Article 8.0

Health Insurance

Insurance Coverage for Employees.

8.1 If the Contract Price is $2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

8.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of $1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

Article 9.0
TIMELINESS

9.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical substantial completion date(s) with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

9.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 4.2); (ii) Hazardous Materials (as provided in Section 4.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 10); (v) constructive changes (as provided in Section 10); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 12.1.2); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

9.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 9.2 above, Contractor will also be entitled to an appropriate adjustment of

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 10

Changes

10.1 **Change Orders.**

10.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

10.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

10.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

10.2 **UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

10.3 **Constructive Changes.**

10.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

10.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

10.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

10.4 **Direction or Authorization to Proceed.**

10.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed ("DAP"). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

10.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

10.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented, and documented through a Request for Information ("RFI") process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents.

10.6 **Contract Price Adjustments.**

10.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

10.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

10.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

10.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

10.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

10.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines "open-book" to include all elements of Contractor's costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

10.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

10.8 **Emergencies**. In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 11

Claims and Dispute Resolution

11.1 Claims**.**

11.1.1 "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 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

11.1.2 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.

11.2 **Dispute Resolution.**

11.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

11.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

11.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 12

Suspension and Termination

12.1 **UTA's Right to Stop Work.**

12.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

12.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

12.2 **UTA's Right to Terminate for Convenience.** Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

12.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

12.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

12.3 **UTA's Right to Terminate for Cause; Other Remedies for Default.**

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

12.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

12.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

12.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

12.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work,

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the reprocurement and defense of claims arising from Contractor's default.

12.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

12.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

12.4 **Bankruptcy of Contractor.**

12.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

12.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

12.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

12.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 13

Value Engineering

13.1 **Value Engineering Change Proposals.**

13.1.1 A Value Engineering Change Proposal ("VECP") is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

13.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

13.1.3 Contractor must include the following information in any VECP:

13.1.3.1 A narrative description of the proposed change,

13.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

13.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

13.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

13.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

13.1.3.6 Costs of development and implementation; and

13.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

13.2 **Review and Approval of VECPs**

13.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

situations, each party will bear its own costs in connection with preparation and review of VECPs.

13.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs.

13.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing, or approving the designs or processes involved in the VECP.

13.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 14

Miscellaneous

14.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

14.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.

14.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.

14.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

14.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

14.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

14.7 **Attorneys Fees and Costs**. 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.

14.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

14.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

14.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

14.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

14. 12 **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.

14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

LIST OF EXHIBITS

EXHIBT A – Scope of Work
EXHIBIT B – Pricing
EXHIBIT C - Schedule
EXHIBIT D - General Information, Clarifications, and Exclusions
EXHIBIT E - Davis Bacon Wage Determination
EXHIBIT F - Clauses

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

EXHIBIT A – SCOPE OF WORK

This project consists of constructing a new administration building at UTA's Mt. Ogden campus located at approximately 18th Street and Wall Avenue in Ogden Utah.

The new building will displace some of the existing bus parking. The contractor must perform the construction while maintaining bus circulation through the site to provide service to UTA's customers. Buses currently enter from 17th street and circle counterclockwise around the existing bus canopies to park and to access the existing fueling building directly north of the new administration building. Buses must enter the fueling building from the east side.

UTA will be procuring a separate contractor early in 2026 to replace the existing underground fuel tanks south of the fueling building. It is anticipated that this work will occur while the bus parking and canopy are being constructed and should be completed by sometime in February of 2027 or earlier. The building contractor should plan on coordinating with the fuel tank contractor and UTA bus operations related to site access and bus circulation. UTA anticipated that simultaneous construction of the tanks and building would not be possible while circulating buses into the fueling building. Present a plan to circulate buses for UTA approval if the contractor proposes starting on the building prior to completion of the tanks after the canopy and parking are completed.

UTA has submitted the plans for building permit and the permitting process will occur during this proposal. UTA will issue addenda as necessary based on comments from the City. The contractor will be responsible to provide any information required from the City for the permit and abide by the terms of the permit.

SPECIAL REQUIREMENTS

UTA's standard for Contractor's is to utilize UTA's Procore System. This includes construction submittals, request for information (RFI), invoicing, material certifications, inspections, daily logs, change orders, drawings, and specifications.

The contractor will provide a cost loaded schedule so that UTA can anticipate expenditures both monthly and on a calendar year basis.

The Contractor is required to coordinate with UTA construction oversight on all inspections and testing. The Contractor is also responsible to include the cost of an independent testing firm for all QC testing according to the UTA Construction Quality Procedures in the bid. UTA will only perform special inspections required to be performed by a third party according to city requirements and QA verification of the contractor provided QC testing on all other items.

The Contractor should plan on coordinating with additional contractors that may be procured by UTA to perform work on the site. These may include, but are not limited to security equipment installation, furniture installation, shop equipment, Audio-Visual equipment installation, and underground fuel tank replacement.

UTA is in the process of contracting a construction auditor that will be sampling and reviewing invoices, change orders, quality reports, etc. The contractor will be responsible to respond to any comments or questions arising from these audits.

The Contractor should plan on coordinating permits with all local agencies and utilities.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

EXHIBIT B – Pricing

25-04031VW Mt. Ogden Administration Building Project Cost Form Administration Building

Not to Exceed Amount $13,746,913

BUILDING AND SITE COST SUMMARY

	DESCRIPTION	Amount
01	FOUNDATIONS	$521,589
02	VERTCAL STRUCTURE	$833,925
03	FLOOR AND ROOF STRUCTURES	included above in 02
04	EXTERIOR CLADDING	$624,347
05	ROOFING, WATERPROOFING, AND SKYLIGHTS	$296,137
06	INTERIOR PARTITIONS, DOOR, AND GLAZING	$885,388
07	FLOOR, WALL, AND CEILING FINISHES	$459,278
08	FUNCTION AND EQUIPMENT SPECIALTIES	$115,920
09	STAIRS AND VERTICAL TRANSPORTION	$125,251
10	PLUMBING SYSTEMS	See HVAC
11	HEATING, VENTILATION, AND AIR CONDITIONING	$1,113,175
12	ELECTRIC LIGHTING, POWER, AND COMMUNICATIONS	$1,687,894
13	FIRE PROTECTION SYSTEMS	$112,993
14	SITE PREPARATION AND DEMOLITION	$1,446,354
15	SITE PAVING, STRUCTURES, AND LANDSCAPING	$524,378
16	UTILITIES ON SITE	Included above in 15
	SUBTOTAL	$8,746,628
	GENERAL CONDITIONS %	$1,355,889

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

	GENERAL REQUIREMENTS	%	
	$201,175		
	BONDS	%	
	INSURANCE	%	
	$140,186		
	OVERHEAD & PROFIT	%	
	$339,682		
	BUILDING CONSTRUCTION COST		
	$10,783,561		

Pricing should include installation of infrastructure including electrical, conduits, and junction boxes for A/V,
but should not include equipment or equipment installation.
Provide total cost and percentage values for General Conditions, General Requirements, Bonds and Insurance,
and Overhead and Profit.
These percentages will apply to all change orders during construction**.**

CANOPY AND BUS PARKING COST SUMMARY

	DESCRIPTION		
01	FOUNDATIONS		
	$964,532		
02	VERTICAL STRUCTURE		
	$713,660		
03	FLOOR AND ROOF STRUCTURES		See Above
04	ROOFING, WATERPROOFING, AND SKYLIGHTS		
	$350,296		
05	ELECTRIC LIGHTING, POWER, AND COMMUNICATIONS		
	$192,334		
06	SITE PREPARATION AND DEMOLITION		
	$417,690		
07	SITE PAVING, STRUCTURES, AND LANDSCAPING		$0
08	UTILITES ON SITE		See Above
	SUBTOTAL		
	$2,638,512		
	GENERAL CONDITIONS	%	See Building GC
	GENERAL REQUIREMENTS	%	See Building GR
	BONDS	%	
	INSURANCE	%	$35,898
	OVERHEAD & PROFIT	%	$86,984
	TOTAL CONSTRUCTION COST	%	
	$2,761,394		

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

ALTERNATES COST SUMMARY

01 ALTERNATE 1 - LEVEL 2 EXTERIOR PATIO (ADD)
$59,161
ALTERNATE 1 – INDIRECT COST (ADD)
$ 2,755

02 ALTERNATE 2 - FENCE TYPE B (DEDUCT)
-$37,042
ALTERNATE 2 - INDIRECT COST (DEDUCT)
_$ 1,725

03 ALTERNATE 3 - AESS DETAILING (DEDUCT)
-$2,000
ALTERNATE 3 - INDIRECT COST (DEDUCT)
-$93

04 ALTERNATE 4 - METAL PANEL DEDUCT MP1,
$461,673
METAL FACED COMPOSITE WALL
PANELS, CITADEL 2000 RS METAL PANEL (DEDUCT)
ALTERNATE 4 - INDIRECT COST (DEDUCT)
-$83,634
ALTERNATE 4 - MP2, CONCEALED PANEL EXTERIOR METAL WALL (ADD)
Included Below
ALTERNATE 4 - INDIRECT COST (ADD)
$3,895
ALTERNATE 5 - AGGERGATE PEIERS BUILDING EXPANSION
$38,000
ALTERNATE 5 - AGGERGATE PEIERS BUILDING EXPANSION (INDIRECT COST)
$1,770
TOTAL COST
-$26,693

BUILDING $10,783,561
ALLOWANCE FOR SOILS STABILIZATION $ 96,000
4.45% INSURANCE AND FEES ($96,000 x 4.45% = $4,272) $4,272
BUILDING TOTAL ($10,783,561 + $96,000 + $4,272)
$10,883,833

CANOPIES
$2,761,394

ALTERNATE 1 ROOF PATIO $61,916

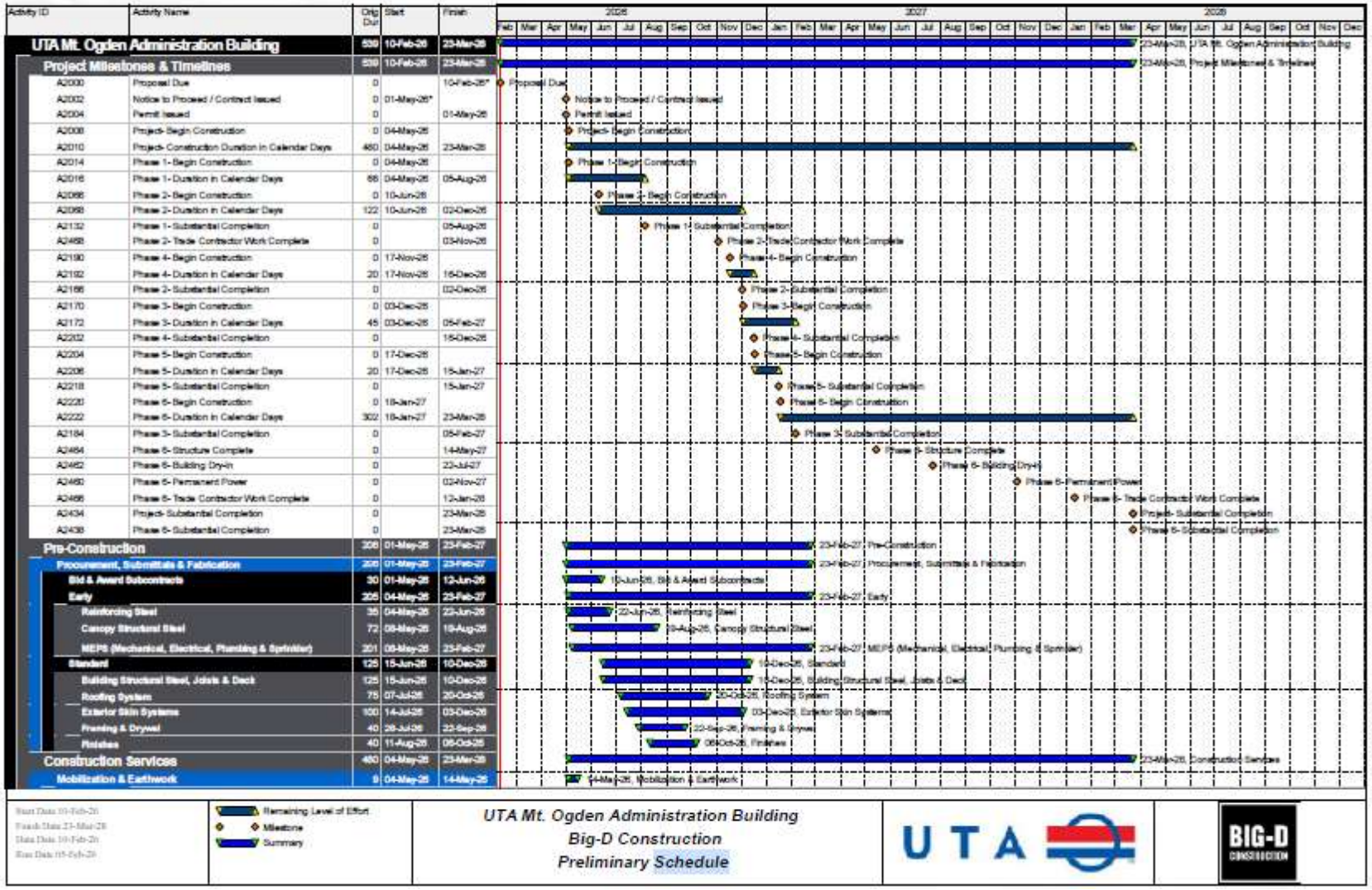
AGGREGATE PIERS $39,770

PROJECT TOTAL
$13,746,913

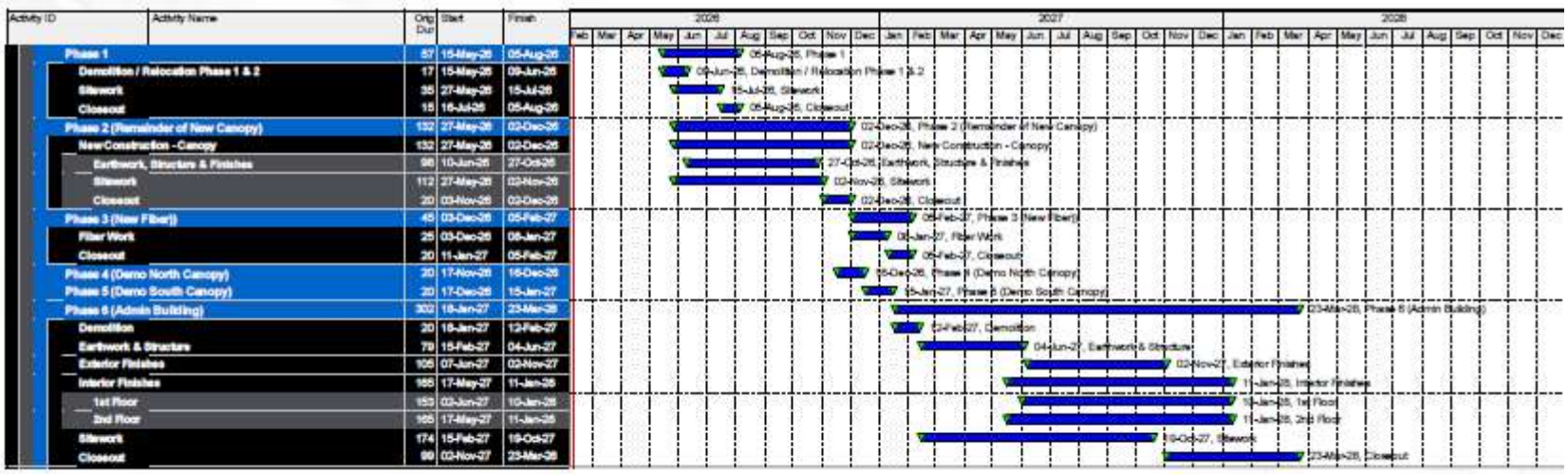
Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Exhibit C - Schedule

4 PROJECT SCHEDULE
SUMMARY SCHEDULE



Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153



Activity ID	Activity Name	Orig Dur	Start	Finish
	Phase 1	87	15-May-26	05-Aug-26
	Demolition / Relocation Phase 1 & 2	17	15-May-26	09-Jun-26
	Sitework	35	27-May-26	15-Jul-26
	Closeout	15	16-Jul-26	05-Aug-26
	Phase 2 (Remainder of New Canopy)	132	27-May-26	02-Dec-26
	NewConstruction - Canopy	132	27-May-26	02-Dec-26
	Earthwork, Structure & Finishes	98	10-Jun-26	27-Oct-26
	Sitework	112	27-May-26	02-Nov-26
	Closeout	20	03-Nov-26	02-Dec-26
	Phase 3 (New Fiber))	45	03-Dec-26	05-Feb-27
	Fiber Work	25	03-Dec-26	08-Jan-27
	Closeout	20	11-Jan-27	05-Feb-27
	Phase 4 (Demo North Canopy)	20	17-Nov-26	16-Dec-26
	Phase 5 (Demo South Canopy)	20	17-Dec-26	15-Jan-27
	Phase 6 (Admin Building)	302	18-Jan-27	23-Mar-28
	Demolition	20	18-Jan-27	12-Feb-27
	Earthwork & Structure	79	15-Feb-27	04-Jun-27
	Exterior Finishes	105	07-Jun-27	02-Nov-27
	Interior Finishes	165	17-May-27	11-Jan-28
	1st Floor	153	02-Jun-27	10-Jan-28
	2nd Floor	165	17-May-27	11-Jan-28
	Sitework	174	15-Feb-27	19-Oct-27
	Closeout	99	02-Nov-27	23-Mar-28

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Exhibit D – General Information, Clarifications, and Exclusions

GENERAL INFORMATION

e. Site Area: 478,422 sf
f. Building Area: 13,193 sf
g. Construction Start Date: 06/01/2026
h. Construction Duration: 22.7 months to Substantial Completion
i. Estimate is based on the following documents:

- 10-Appendix VII – Mt. Ogden Admin Building Canopy Permit Drawings dated 11/20/2025
- 9-Appendix VIII – Mt. Ogden Permit Specifications dated 11/1/2025
- 3-Appendix I – Federal Certifications and Assurances dated 08/11/2025
- 4-Appendix II – Federal Clauses
- 6-Appendix IV – UTA Quality Management Plan Revision January 2024 dated 01/01/2024
- 7-Appendix V – UTAs Design Quality Procedures dated 12/01/2022
- 8-Appendix VI – UTAs Construction Safety and Security Program Manual dated 11/27/2018
- Appendix III – Davis Bacon Wages dated 01/02/2026
- Addendum 1 60729840 25-04031 UTA Mt. Ogden dated 02/05/2026

GENERAL CLARIFICATIONS

1. Permits, plan check, impact or other fees assessed by municipalities or authorities having jurisdiction are not included. These are understood to be provided and paid for by Owner.
2. Scope and fees associated with Enbridge/Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are not included and are to be provided and paid for by Owner.
3. Estimate is based on the use of Big-D Builders Risk insurance policy.
4. Project specifications and Buy America product that don't fully align please see trade details. See trade clarifications below for more information regarding project specifications. Items that do not meet Buy America requirement may take additional coordination with the design team to find solutions that will meet Buy America Requirements.
5. Funds to deal with contaminated soils, hazardous materials, unsuitable soils, soils containing arsenic, tailings, etc. are not included.
6. Stand-alone mockups are not anticipated or included.
7. A weather conditions **allowance** has not been included.
    a. Weather Delays shall be defined as days in which adverse weather conditions prevent the performance of critical path Work for a minimum of fifty percent (50%) of the scheduled workday. In the event of a weather delay Big-D will in form UTA of the delay with in 10 working days of the event. Within the next 30 days Big-D will confirm if the schedule could be adjusted to absorb the weather delays or if CO for additional days will need to be added.
    b. Adverse weather conditions may include, but are not limited to:

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

c. Precipitation (rain, snow, sleet) that hinders productive construction activities per current project schedule.
d. Extreme temperatures (heat or cold) outside acceptable limits for specified materials or safe work practices
e. High winds exceeding safe operating limits for equipment or construction activities
f. Lightning, severe storms, or other hazardous weather conditions. Crane activity is shut down if lightning is detected within 10 miles of the construction site. Any other activities involving exterior metal, including boom lifts, forklifts, concrete pump trucks etc. are shut down when lighting is detected within 5 miles of the construction site.
g. Site conditions directly resulting from weather, including flooding, excessive mud, or frozen ground, high winds that generate excessive dust.
h. For a Weather Delay to be considered excusable, the following criteria must be met:
i. The condition must directly impact activities on the critical path of the Project Schedule.
j. The Contractor must provide contemporaneous documentation, including daily reports, photographs, and schedule updates demonstrating the impact to the Work.
k. The Contractor must demonstrate that reasonable mitigation efforts were undertaken to minimize the delay including, schedule updates, and fragments, demonstrating the impact to the Work.

8. Allowances are based on the understanding that Allowances are all inclusive i.e., include all delivery, unloading, handling, labor, material, equipment, installation, impacts to connected systems, taxes, warranties, subcontractor bond, subcontractor OH&P, etc. Pricing is based on any overspent Allowances being supplemented and/or accompanied by a change order for the balance of work.
    a. Plumbing Fixtures $20,000
    b. Soil Stabilization $96,000 1 of the 3 option as Defined in Geotechnical Report. (Scarification and Recompaction, Crushed Stone, Chemical Modification)
9. This estimate does not include any tariffs or sanctions that have not been imposed or enacted as of the date of this document. In the event that any tariffs or sanctions are imposed or enacted on building materials or equipment included in this estimate in the future, Big-D will inform the Owner of potential impacts and will be entitled to a change order for the actual cost of such tariffs or sanctions.
10. Due to current fuel price volatility, Big-D has not included any allowance for potential increases in shipping or freight costs associated with future fuel price escalation. Any increases in freight or delivery costs resulting from fuel price changes after the date of this proposal would be addressed as a change in cost. Contractor will cover increase up to 5% of oil per barrel cost of $66.39 as of 2/20/2026. Anything above the 5% will be addresses as a change order.
11. Change order markup (COW+(COWx11.3%)) + ((COW+(COWx11.3%))x4.45%) = CO Any CO that included additional days will be negotiated between UTA and Big-D
12. GC Daily Rate $1,557,064 / 522 Working Days = $2,983

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

13. Substantial Completion for Phase 2 Canopy is 12/30/2026. This will start the warranty period for the Canopy.

TRADE SPECIFIC CLARIFICATIONS

FINISHES

14. Dryfall system is being used in lieu of a high-build epoxy system in all areas above 10' FFA. Anything below 10' will be a high-build epoxy system.

PLUMBING

15. Plumbing fixtures have been included per plans and specifications with a budget of $53,491. We have included a $20,000 Buy America contingency to aid in any changes for specified fixtures.

ELECTRICAL

16. We have included rough-in, conduits, and cabling for the following systems: Access Control, Security, and AV systems. All devices are excluded for these system.
17. Current Transformer (CT) has been included as shown on the electrical drawings, but will not meet Buy America. Big-D has proposed a alternate solution to included switchboard in place of the CT. Additional coordination with the design team will be required to finalize this solutions to insure Buy America Requirements are met and will be addressed as a change order.

EARTHWORK

18. Based on the soils report, we plan on reusing the undocumented fills as structural fills to bring building pads and all other proposed areas to grade. If imported structural fill is needed, please refer below for additional costs:
    - $57 per CY for unsuitable structural fill haul off and suitable fill import.
    - $8.50 per CY to remove & recompact undocumented fills on site that are not represented in the soils report.
    - $48 per CY for soil stabilization as defined in the Geo Tech Report (To be pulled from Soil Stabilization Allowance)
19. Dewatering for excavation is not included.
20. An aggregate pier system has been included for necessary ground improvement requirements, including an estimated total of $156,250 for 302 aggregate piers based on the 6,000 psf. Anything above or beyond would need to be addressed as a change order.

EXTERIOR IMPROVEMENTS

21. The current fence manufacturer, as defined in the drawings, will not meet Buy America requirements. An alternative fence that meets specification requirements and will meet Buy America has been included. The alternative fence manufacturer is Ameri-Star brand. If original Clearvu fence type is still requested despite not meeting Buy America standards, the following total is a potential savings: **$79,669**.
22. Irrigation system has been bid per plan. However, there is currently not a root watering system for trees that will meet the standards of Buy America. Additional coordination with the design team will be required to find solutions that will meet Buy America Requirements.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

GENERAL EXCLUSIONS

23. Access Control Devices
24. Security Devices
25. AV systems

Project Totals

1. Building $10,783,561
    a. Add Allowance of $96,000 for Soils Stabilization
    b. 4.45% Insurance and Fee (96,000 x 4.45% = $4,272)
    c. Building Total $10,783,561 + $96,000 + $4,272 = $10,883,833
2. Canopies $2,761,394
3. Alternate 1 Roof Patio $61,916
4. Aggregate Piers $39,770

Project Total $13,746,913

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Exhibit E – Davis Bacon Wage Determination

"General Decision Number: UT20250085 09/26/2025

Superseded General Decision Number: UT20240085

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	03/14/2025
3	07/18/2025
4	08/29/2025
5	09/12/2025
6	09/26/2025

CARP0801-002 12/01/2022

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only)	$ 31.66	13.97

ELEC0354-001 06/11/2025

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	$ 31.86	1.5%+15.35
ELECTRICIAN	$ 41.23	1.3%+17.12

ELEV0038-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 55.43	38.435+a+b

FOOTNOTE:
a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

PAIN0077-003 07/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 26.00	8.78

PAIN0077-004 08/01/2025

	Rates	Fringes
PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper)	$ 26.00	8.78

---

* PLUM0140-001 08/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 46.10	15.83

SFUT0669-003 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 42.17	26.63

SHEE0312-002 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 44.74	13.64

---

* SUUT2012-017 07/29/2014

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only)	$ 21.25	2.15
CARPENTER (Form Work Only)	$ 16.93 **	1.93
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 20.66	7.47
CEMENT MASON/CONCRETE FINISHER	$ 15.00 **	0.00

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

IRONWORKER, STRUCTURAL.....$ 20.21 3.22

LABORER: Common or General.....$ 13.84 ** 0.00

LABORER: Mason Tender - Brick...$ 16.38 ** 1.00

LABORER: Mason Tender - Cement/Concrete.....$ 14.94 ** 0.00

LABORER: Pipelayer.....$ 13.57 ** 0.00

LABORER: Landscape and Irrigation.....$ 9.50 ** 0.00

OPERATOR: Backhoe/Excavator/Trackhoe.....$ 14.48 ** 0.00

OPERATOR: Loader.....$ 19.34 0.00

PLASTERER.....$ 18.36 0.00

ROOFER.....$ 13.22 ** 0.00

TILE FINISHER.....$ 13.54 ** 0.00

TILE SETTER.....$ 23.50 0.00

TRUCK DRIVER: Dump Truck.....$ 15.50 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury, or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Exhibit F – Clauses

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 11758, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

BOND REQUIREMENTS

The Federal agency or passthrough entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the agency or passthrough entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable StandBy
Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable StandBy Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable StandBy Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable StandBy Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, nontransferable, “standby” Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S. Flag Vessels,” 46 CFR Part 381.

b. 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 shipments originating outside the United States, a legible copy of a rated, ‘onboard’ commercial ocean bill of lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (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, Washington, DC 20590; and

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387).
Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency.
The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.
The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

§§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph
(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTIKICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the DavisBacon Act and the Copeland "AntiKickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the DavisBacon Act, 40 U.S.C. §§ 31413144, and 31463148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "AntiKickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOTassisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOTassisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as nonresponsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise
excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

ENERGY CONSERVATION

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

FLY AMERICA

a) Definitions. As used in this clause—
1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two
places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag
air carrier if a U.S. Flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S. Flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S. Flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S. Flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve
international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by
reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

The Recipient 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 this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The 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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The 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 a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115232,

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
(f) For additional information, see section 889 of Public Law 115232 and 200.471.

PROMPT PAYMENT
(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)
The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING
Conditions on use of funds.
(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
(1) A subcontract exceeding $100,000 at any tier under a Federal contract;
(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,
(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on the job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and company leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.
The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –
a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its
State Program, Project, or related activities:
(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is
authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.
b. Documents The
State agrees to provide the information required under this provision in the following documents:
(1) applications for federal assistance,
(2) requests for proposals or solicitations,
(3) forms,
(4) notifications,
(5) press releases,
(6) other publications.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision) The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract. Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the 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 performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for
services performed in accordance with the manner of performance set forth in this contract.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the reservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances,
and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing
the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts
of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the
convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)
deliver to the Agency ‘s Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency’s Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly
submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.
If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE
Veterans Employment Construction-contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an
opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents 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 the Agency 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.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:
(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have
lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant
without FTA's written approval.
(2) Flow Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Docusign Envelope ID: E19878C8-D126-49A5-95C8-CA7EFFFEB153

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:
(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): David Osborn, Acting Director of Capital Design & Construction

TITLE:
Contract: Compressed Natural Gas Fueling Building Expansion (Calvin L. Wadsworth Construction Company, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute contract 25-04006 and associated disbursements with Calvin L. Wadsworth Construction Company, LLC in the amount of $3,188,158 for the compressed natural gas (CNG) Fueling Building Expansion project.

BACKGROUND:
In 2023 UTA was awarded a Low or No Emission Grant to add 25 CNG buses to the fleet. These buses will be housed at the Central Depot District Garage and will operate on the 5600 West Bus Route.

To accommodate the current capacity of CNG buses, as well as additional buses arriving in the near future, UTA requires expanded CNG fueling capacity and the Depot District CNG fueling facility master plan was originally designed for expansion flexibility when it was built in 2015.

DISCUSSION:
UTA issued a request for proposals for a general contractor to build an additional fueling bay equipped with a CNG dispenser and other ancillary equipment to be added to the Depot District CNG fueling building. Cal Wadsworth Construction was selected through this procurement process. This contract has a period of performance through March 31st, 2027.

CONTRACT SUMMARY:

Contractor Name	Cal Wadsworth Construction
Contract Number	25-04006
Contract Start/End Dates	04/22/2026 - 03/31/2027
Total Contract Value	$3,188,158
Procurement Method	RFP
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

UTA can choose to go with one of the other firms that bid on the project. Not moving forward with the expansion of the CNG fueling building would negatively impact UTA's ability to operate the new CNG buses.

FISCAL IMPACT:

The funding for this project will include the Low-No grant ($708,803), the Utah Department of Transportation's Transit Transportation Investment Fund ($1,161,101), and a Congestion Mitigation and Air Quality grant ($1,318,254). Additional funds will come from Capital Budget MSP260 (Account # 40-3260.68000.8002).

- 2026 Contract Total: $2,370,255
- 2027 Contract Total: $817,903

Total Contract Amount: $3,188,158

ATTACHMENTS:

- Contract: Compressed Natural Gas Fueling Building Expansion (Calvin L. Wadsworth Construction Company, LLC)

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

CONSTRUCTION SERVICES AGREEMENT

25-04006VW

CNG Fueling Building Expansion Construction

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and Calvin L. Wadsworth Construction Company, LLC ("Contractor").

RECITALS

A. UTA desires to hire Contractor for CNG Fueling Building Expansion Construction per the Specifications and Bid Schedule included in the RFP.

B. On November 6, 2025, UTA issued Request for Proposal Package Number 25-04006VW ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
e. UTA will have the right to inspect, monitor, and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace, or re-execute the Work so as to conform to the Contract requirements.
g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, 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 Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than March 31, 2027. This guaranteed completion date may

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

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

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor a not-to-exceed amount of which is conditioned upon evaluation and payment by UTA, for a not-to-exceed (NTE) amount of $3,188,158 in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones, progress billing, monthly billing, or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Construction Services Agreement
2. Addendum1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
4. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

standards and other descriptions of the Construction Services;

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions, exhibits, and attachments.
2. Addendum 1 Supplemental Terms and Conditions for Construction Services
3. UTA Solicitation Terms
4. 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. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to Project Manager Ethan Ray at eray@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to Project Manager at Ethan Ray at eray@rideuta.com. Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder,

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

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

10. USE OF SUBCONTRACTORS

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

11. KEY PERSONNEL

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

12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

13. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor 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.

14. 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.

15. GENERAL INDEMNIFICATION – see Article 6 of Special Provisions

16. INSURANCE REQUIREMENTS – see Article 7 of Special Provisions

17. OTHER INDEMNITIES -see Article 6 of Special Provisions

18. INDEPENDENT CONTRACTOR

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

19. PROHIBITED INTEREST

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

20. CLAIMS/DISPUTE RESOLUTION - see Article 11 of Special Provisions

21. GOVERNING LAW

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

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

such courts.

22. ASSIGNMENT OF CONTRACT

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

23. 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.

24. NOTICES OR DEMANDS

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

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

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

If to Contractor:
Calvin L. Wadsworth Construction Company, LLC
65 E Wadsworth Park Dr., STE 110
Draper, UT 84020

a. 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.
b. Notwithstanding the above, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communication. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

25. CONTRACT ADMINISTRATOR

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

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES – see Article 8 of Special Provision

27. 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

28. 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.

29. 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.

30. SEVERABILITY

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

31. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

32. 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.

33. AMENDMENTS

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

34. COUNTERPARTS

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

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.

35. 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.

UTAH TRANSIT AUTHORITY:

By: Date:
Jay Fox
Executive Directo

By: Date:
Jon Larsen
Chief

Approved as to Content and Form

By: Date: 3/21/2026
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
Ethan Ray,
UTA Project Manager

CALVIN L WADSWORTH CONSTRUCTION COMPANY, LLC:

By: Date: 3/20/2026
Calvin Wadsworth
President
Fed ID#83-1509086

Design and/or Construction Special Provisions

ARTICLE 1

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

General

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

"Agreement" means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

"Application for Payment" shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

"Basis of Design Documents" means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

"Claim" has the meaning indicated in Section 8.1 of these General Conditions.

"Construction Documents" means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

"Contract Documents" means those documents designated as Contract Documents in the Agreement.

"Contract Times" means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

"Contractor" means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a Design-Builder, general contractor, Construction Manager/General Contractor, or other type of entity.

"Day" means a calendar day unless otherwise specifically noted in the Contract Documents.

"Differing Site Condition" has the meaning indicated in Section 3.2 of these General Conditions.

"Final Completion" has the meaning indicated in Section 4.7 of these General Conditions.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

"Force Majeure Event" means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor's failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

"General Conditions" means this document.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

"Potential Change Notice" has the meaning indicated in Section 7.3 of these General Conditions.

"Project" means the construction project described in the Agreement.

"Punchlist" means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety, or use of the Project after Substantial Completion.

"Schedule of Values" means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

"Site" means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

"Subcontractor" means any person or entity (including subcontractors at any tier, design engineers, laborers, and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor's obligations under the Contract Documents.

"Substantial Completion" or "Substantially Complete" has the meaning indicated in Section 4.6 of these General Conditions.

"Work" means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

ARTICLE 2

Contractor's Services

2.1 **General Services.**

2.1.1 Contractor's Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor's Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA's review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

2.2 **Design Services.** If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering, and other design professional services, for the preparation of the required drawings, specifications, and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design contractors procured by Contractor.

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 **Government Approvals, Permits, and Legal Requirements.**

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges, and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 **Construction Services.**

2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques, and procedures of construction.

2.4.5 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 **Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.**

2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in the UTA Design Quality Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration,

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering, or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

ARTICLE 3

Bond Requirements

3.1 The contract value exceeds the small purchase threshold, contractor shall provide the following bonds:

3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and

3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

ARTICLE 4.0

Site Conditions

4.1 **Hazardous Materials.**

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

4.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.

4.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

4.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to and extension of Contract Price and/or Contract Time(s).

4.2 **Differing Site Conditions.**

4.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5

Payment

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

5.1 **Schedule of Values (Applicable where payment is made on the basis of progress, milestones, or on a periodic basis.)**

5.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

5.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

5.2 **Application for Payment.**

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

5.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

5.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

5.3 **Invoicing Procedures**

5.31. Contractor shall invoice UTA after achievement of contractual milestones or after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to Ethan Ray at eray@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

5.3.2 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. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

5.4 Sales Tax Exemption

5.4.1 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.

5.5 **UTA's Payment Obligations.**

5.5.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

5.5.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

5.6 **Contractor's Payment Obligations.**

5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.

5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

5.7 **Substantial Completion.**

5.7.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

5.7.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

5.7.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

5.7.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

5.8 **Final Payment.**

5.8.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

5.8.1.1 An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work which will in any way affect UTA's interests;

5.8.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments, and other deliverables required by the Contract Documents; and

5.8.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

5.8.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 6

Indemnification and Loss

6.1 **Patent and Copyright Infringement**. If the Work includes any design services, provisions 6.1.1 through 6.1.3 apply.

6.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

6.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

6.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

6.3.2 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 has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

6.4 Risk **of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

ARTICLE 7

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

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

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. **Railroad Protective Liability Insurance (RRPLI)** –

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

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

6. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. *(NOTE: Projects over $10,000,000 will require limits of $2,000,000 per occurrence and $4,000,000 aggregate; Projects over $40,000,000 will require limits of $5,000,000 per occurrence and $5,000,000 aggregate)*

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

7. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage, and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials, or services for the project.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.

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

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

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

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

Article 8.0

Health Insurance

Insurance Coverage for Employees.

8.1 If the Contract Price is $2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

8.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of $1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Article 9.0
TIMELINESS

9.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

9.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

9.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 10

Changes

10.1 **Change Orders.**

10.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

10.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

10.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

10.2 **UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

10.3 **Constructive Changes.**

10.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

10.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

10.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

10.4 **Direction or Authorization to Proceed.**

10.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed ("DAP"). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

10.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

10.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented, and documented through a Request for Information ("RFI") process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents.

10.6 **Contract Price Adjustments.**

10.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

10.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

10.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

10.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

10.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

10.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines "open-book" to include all elements of Contractor's costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

10.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

10.8 **Emergencies**. In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 11

Claims and Dispute Resolution

11.1 Claims**.**

11.1.1 "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 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

11.1.2 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.

11.2 **Dispute Resolution.**

11.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

11.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

11.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 12

Suspension and Termination

12.1 **UTA's Right to Stop Work.**

12.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

12.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

12.2 **UTA's Right to Terminate for Convenience.** Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

12.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

12.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

12.3 **UTA's Right to Terminate for Cause; Other Remedies for Default.**

12.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

12.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

12.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

12.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the reprocurement and defense of claims arising from Contractor's default.

12.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

12.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

12.4 **Bankruptcy of Contractor.**

12.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

12.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

12.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

12.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 13

Value Engineering

13.1 **Value Engineering Change Proposals.**

13.1.1 A Value Engineering Change Proposal ("VECP") is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

13.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

13.1.3 Contractor must include the following information in any VECP:

13.1.3.1 A narrative description of the proposed change,

13.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

13.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

13.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

13.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

13.1.3.6 Costs of development and implementation; and

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

13.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

13.2 **Review and Approval of VECPs**

13.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

13.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs.

13.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing, or approving the designs or processes involved in the VECP.

13.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 14

Miscellaneous

14.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

14.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

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.

14.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.

14.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

14.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

14.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

14.7 **Attorneys Fees and Costs**. 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.

14.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

14.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

14.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

14.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

14. 12 **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.

14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

agreements and understandings between the parties, whether oral or written. 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.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

EXHIBIT A – SCOPE OF WORK

Individual scopes of work are described below:

Civil

The project consists of site improvements associated with the building expansion, including regrading the area east of the existing building for proper drainage away from building expansion area, installation of new concrete paving and curb & gutter, and the addition of storm drain inlet boxes, and connections to water services. The scope also includes coordination of utility adjustments and integration with the expanded facility.

Structural

The structural engineering scope for the UTA bus fueling facility project includes the design of a single-story fueling bay addition using HI-R insulated CMU block, with a roof structure comprising wide flange beams and open web steel joists. Structural support for mechanical units on the existing CMU building, fuel tank anchorage, and an alternative trench drain design for the existing bays have also been provided to accommodate operational needs of the facility.

Mechanical / Plumbing

The project consists of providing code required ventilation and exhaust for the new CNG fueling bay addition. Rooftop evaporative cooling units will be installed to provide additional space cooling for the new and existing bays. Supplemental space heating with the use of gas and electric unit heaters to be installed for the new and existing bays. Providing plumbing fixtures, vehicle bay drainage, and adequate roof drainage for the new bay addition. The existing mop sinks to be replaced and trench drains in the existing fueling bays to be replaced for improved drainage. The existing fire protection system to be extended for the new CNG fueling bay addition.

Electrical

The project includes but is not limited to the following: demolition of the existing exterior wall to expand the fueling bay and ensure compliance with all hazardous area requirements. The scope involves the demolition, modification, extension, or preservation of existing electrical devices associated with the affected wall. Work includes providing new lighting throughout the fueling bay area and extending exterior lighting to align with the original design intent. Power will be supplied for all new mechanical and fueling equipment, along with required data connections. The project also includes installing new data cables and patch panels as needed, as well as providing raceways and rough ins for all building systems. Fire alarm devices will be added or modified as required.

Fueling Infrastructure

The central work for the fuel-process scope is to add a new single-hose CNG dispenser at the new service island #3. This includes connecting to the existing overhead CNG supply header at the east side of the lane-2 service-island area to the new dispenser, installing a vent riser from the dispenser through the roof of the building addition, add a fuel-management terminal at the new service island, and provide power and controls wiring for the dispenser, terminal and ESD button as required. In the existing CNG-compressor building near the fueling building, install two spherical CNG-storage vessels on an existing footer, and provide interconnecting process piping. The only scope not related to CNG fueling is to connect to the existing 3” diameter steel above-ground diesel fuel-supply pipe that terminates at the east side of service lane #2 and extend it to the east with supports and terminate it with a blind flange.

Trillium Transportation Fuels provides facility operations, monitoring, and maintenance services

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

for UTA's CNG fueling infrastructure. The contractor shall enter into a subcontract with Trillium for the implementation and integration of the CNG fueling equipment to ensure a seamless connection with UTA's existing systems.

PROJECT FUNDING

This project includes federal and state funding. The contractor will work closely with UTA to ensure compliance with funding requirements and ensure expenditures are correctly reported.

PROJECT BUDGET

Budget control is critical to project success. The contractor will control costs by notifying UTA of unforeseen site conditions or discrepancies in the plans and specifications as soon as possible. Transparency and open book cost estimating is required for all change orders.

CONTRACT SCHEDULE

The Contractor shall follow the schedule or timeframe to complete the project. The contractor shall include plan and permit approvals, submittals, coordination with utility companies, all construction activities for the building and site, commissioning, and final acceptance. The Contractor shall also identify any long lead items or equipment that impacts the project schedule. The project is to complete the project in one year.

EXPLANATION OF THE PRICE

The contract will be a firm fixed price contract. Price includes all labor, materials, and overhead costs necessary to complete the project according to the plans and specifications.

ENVIRONMENTAL DOCUMENTATION

The project is located on a historic site. While the previous construction disturbed the ground, there is still a chance an artifact may be unearthed. During project construction, in the event unidentified historic and/or archeological resources are found, construction will be halted and UTA will notify a qualified cultural consultant, Utah SHPO, and FTA, immediately.

SPECIAL REQUIREMENTS

UTA's standard for Contractor's is to utilize UTA's Procore System. This includes construction submittals, request for information (RFI), invoicing, material certifications, inspections, daily logs, change orders, drawings, and specifications.
The contractor will provide a cost-loaded schedule so that UTA can anticipate expenditures both monthly and on a calendar-year basis.
The Contractor is required to coordinate with UTA construction oversight on all inspections and testing. The Contractor is also responsible to include the cost of an independent testing firm for all QC testing according to the UTA Construction Quality Procedures. UTA will only perform special inspections required to be performed by a third party according to city requirements and QA verification of the contractor provided QC testing on all other items.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

EXHIBIT B – Pricing

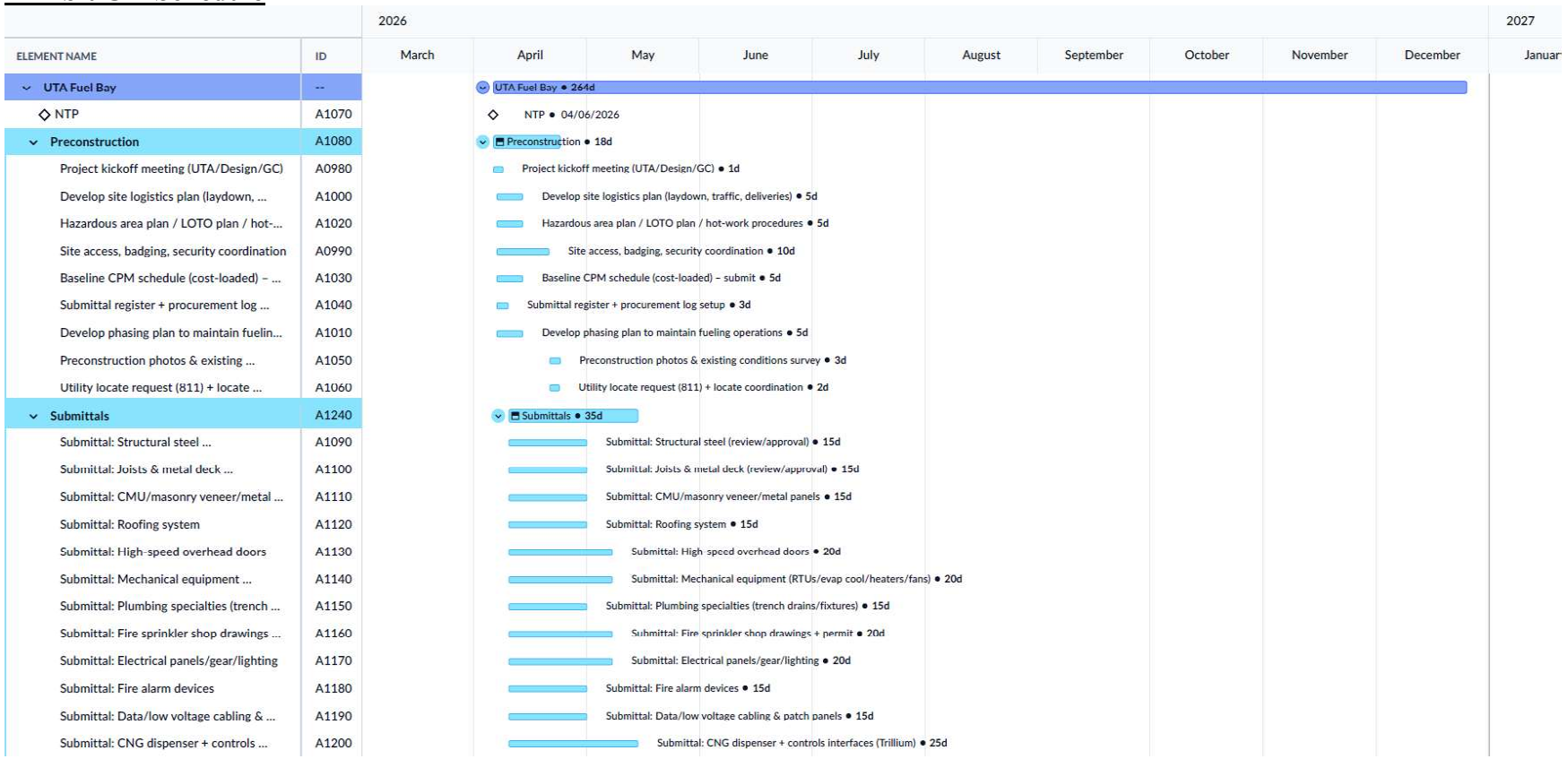
The contract will be a firm fixed price contract of **$3,188,158**

CSI#	Description		Total
02	Existing Conditions		$ 48,604
03	Concrete		$140,995
04	Masonry		$ 66,510
05	Metals		$141,183
06	Woods & Plastics		$3,959
07	Thermal & Moisture Protection		$132,539
08	Doors & Windows		$108,200
09	Finishes		$ 55,727
10	Specialties		$ 5,705
11	Equipment		$ 0
12	Furnishings		$ 0
13	Special Construction		$ 2,555
14	Conveying		$ 0
21	Fire Suppression		$ 21,000
22	Plumbing		$138,370
23	HVAC		$673,697
26	Electrical		$319,278
27	Communication		$ 0
28	Electronic Safety & Security		$6,000
31	Earthwork		$106,638
32	Exterior Improvements		$ 0
33	Utilities		$608,456
	Subtotal		**$2,579,416**
	General Conditions	10%	$257,942
	Bonds & Insurance	1.1%	$28,374
	Overhead & Profit	12.5%	$332,427
	Total Construction Cost		**$3,188,158**

These percentages will apply to all change orders during construction.

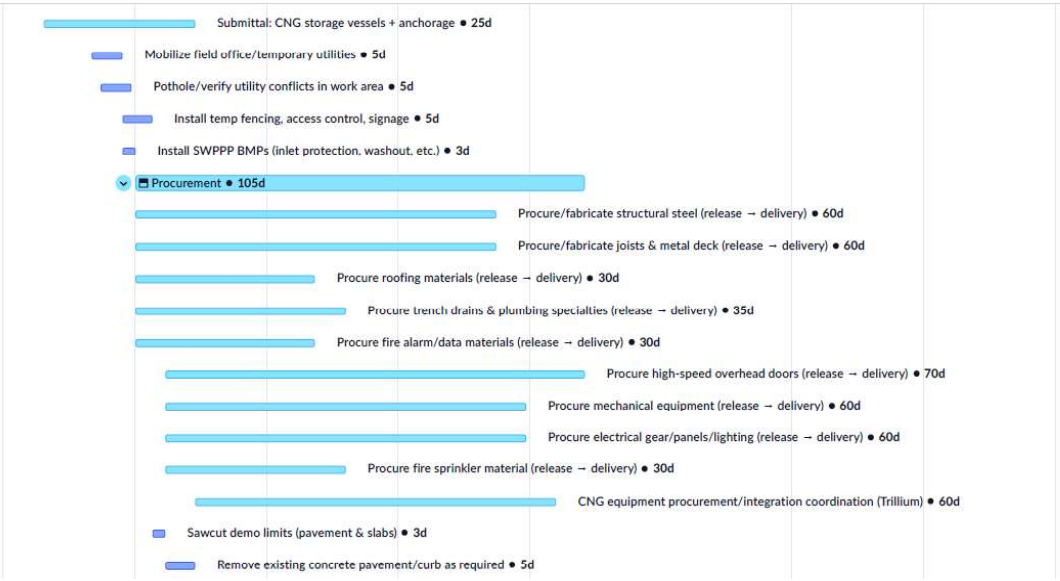
Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Exhibit C - Schedule



Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Submittal: CNG storage vessels + ...	A1210
Mobilize field office/temporary utilities	A1360
Pothole/verify utility conflicts in work area	A1390
Install temp fencing, access control, signage	A1370
Install SWPPP BMPs (inlet protection, ...	A1380
Procurement	A1350
Procure/fabricate structural steel (releas...	A1250
Procure/fabricate joists & metal deck ...	A1260
Procure roofing materials (release → ...	A1270
Procure trench drains & plumbing ...	A1310
Procure fire alarm/data materials (releas...	A1330
Procure high-speed overhead doors ...	A1280
Procure mechanical equipment (release ...	A1290
Procure electrical gear/panels/lighting ...	A1300
Procure fire sprinkler material (release ...	A1320
CNG equipment procurement/integratio...	A1340
Sawcut demo limits (pavement & slabs)	A1400
Remove existing concrete pavement/curb...	A1410

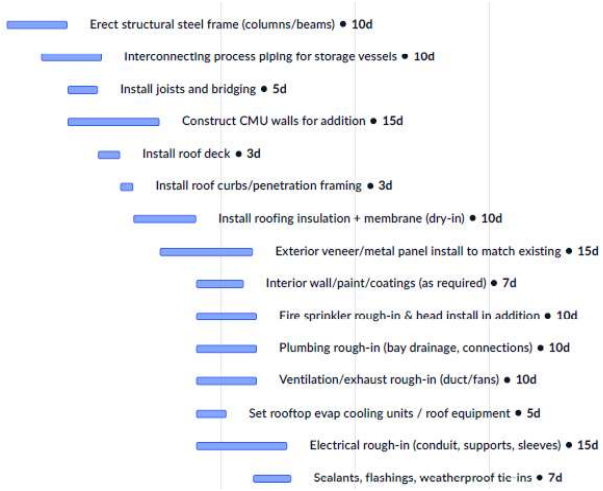


Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB



Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Erect structural steel frame ...	A1740
Interconnecting process piping for storag...	A2060
Install joists and bridging	A1750
Construct CMU walls for addition	A1810
Install roof deck	A1760
Install roof curbs/penetration framing	A1770
Install roofing insulation + membrane (dry...	A1780
Exterior veneer/metal panel install to ...	A1820
Interior wall/paint/coatings (as required)	A1850
Fire sprinkler rough-in & head install in ...	A1860
Plumbing rough-in (bay drainage, ...	A1870
Ventilation/exhaust rough-in (duct/fans)	A1890
Set rooftop evap cooling units / roof ...	A1910
Electrical rough-in (conduit, supports, ...	A1940
Sealants, flashings, weatherproof tie-ins	A1830



Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Sealants, flashings, weatherproof tie-ins	A1830	
Install trench drains in new bay	A1880	
Install heaters (gas/electric) and ...	A1900	
Replace trench drains in existing bays ...	A1930	
Fire sprinkler hydrotest & inspection	A2100	
Install panels/disconnects/feeders	A1950	
Install lighting (interior bay)	A1960	
Install exterior lighting extensions	A1970	
Install grounding/bonding (hazardous area)	A1980	
Fire alarm device install/modifications	A1990	
Data/low-voltage cabling and terminations	A2000	
Install high-speed overhead doors ...	A1840	
Mechanical controls rough-in and point ...	A1920	
Fire alarm testing & acceptance	A2110	
Install new CNG dispenser at service islan...	A2010	
MEP start-up and functional testing (pre-...	A2080	
Overhead CNG piping extension to new ...	A2020	
Install fuel management terminal and ESD...	A2040	
Testing & Balancing (TAB)	A2090	
CNG controls integration & checkout ...	A2120	
Install vent riser(s) through roof	A2030	
Integrated systems testing ...	A2130	
Punch list walkthrough (UTA/Design/GC)	A2170	
Owner training (MEP/FA/Fueling)	A2210	
Complete punch list corrections	A2180	
As-builts/record drawings compilation	A2190	
O&M manuals, warranties, closeout ...	A2200	
◆ Substantial Completion	A2220	



Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Exhibit D – Davis Bacon Wage Determination

"General Decision Number: UT20250085 09/26/2025

Superseded General Decision Number: UT20240085

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

	hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	03/14/2025
3	07/18/2025
4	08/29/2025
5	09/12/2025
6	09/26/2025

CARP0801-002 12/01/2022

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only)	$ 31.66	13.97

ELEC0354-001 06/11/2025

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	$ 31.86	1.5%+15.35
ELECTRICIAN	$ 41.23	1.3%+17.12

ELEV0038-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 55.43	38.435+a+b

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

FOOTNOTE:
a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

---

PAIN0077-003 07/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 26.00	8.78

PAIN0077-004 08/01/2025

	Rates	Fringes
PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper)	$ 26.00	8.78

---

* PLUM0140-001 08/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 46.10	15.83

SFUT0669-003 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 42.17	26.63

SHEE0312-002 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 44.74	13.64

---

* SUUT2012-017 07/29/2014

	Rates	Fringes

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

CARPENTER (Acoustical Ceiling
Installation Only).....$ 21.25 2.15

CARPENTER (Form Work Only).....$ 16.93 ** 1.93

CARPENTER, Excludes
Acoustical Ceiling
Installation, Drywall
Hanging, Form Work, and Metal
Stud Installation.....$ 20.66 7.47

CEMENT MASON/CONCRETE FINISHER...$ 15.00 ** 0.00

IRONWORKER, STRUCTURAL.....$ 20.21 3.22

LABORER: Common or General.....$ 13.84 ** 0.00

LABORER: Mason Tender - Brick...$ 16.38 ** 1.00

LABORER: Mason Tender -
Cement/Concrete.....$ 14.94 ** 0.00

LABORER: Pipelayer.....$ 13.57 ** 0.00

LABORER: Landscape and
Irrigation.....$ 9.50 ** 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 14.48 ** 0.00

OPERATOR: Loader.....$ 19.34 0.00

PLASTERER.....$ 18.36 0.00

ROOFER.....$ 13.22 ** 0.00

TILE FINISHER.....$ 13.54 ** 0.00

TILE SETTER.....$ 23.50 0.00

TRUCK DRIVER: Dump Truck.....$ 15.50 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

==========

=

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury, or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

=

END OF GENERAL DECISION"

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Exhibit E – Clauses

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

America Act, Pub. L. 11758,
div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America
Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding
under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured
products.
Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for
procurements
The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy
America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at:
https://www.transit.dot.gov/buyamerica

BOND REQUIREMENTS

The Federal agency or passthrough
entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility
improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the agency or passthrough
entity must
determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as
follows:
(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid
bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute
any required contractual documents within the specified timeframe.
(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a
contract to secure the fulfillment of all the contractor's requirements under a contract.
(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract
to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.
It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written
consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and
acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall
forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide
adequate security thereof.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable StandBy Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable StandBy Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable StandBy Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, nontransferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States Flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR Part 381.

b. 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 shipments originating outside the United States, a legible copy of a rated, 'onboard' commercial ocean bill of lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bill of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted

Programs of the

Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C.

Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits

discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of

1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing

Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25

prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and

Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in

Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination

in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq.,

prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and

private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public

accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing

regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q)

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

and the
Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387).
Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:
Clean Air Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401
et seq.
(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to
assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance
provided by FTA.
Federal Water Pollution Control Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as
amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to
assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance
provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of
mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at
29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of
40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times
the basic rate of pay for all hours worked in excess of 40 hours in the work week.
d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in
surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or
materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half

times the basic

rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor

and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United

States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the

clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of

the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally assisted

contract subject to the Contract Work Hours

and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also

a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTIKICKBACK ACT

For all prime construction, alteration, or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis Bacon

Act and the

Copeland "AntiKickback"

Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

construction, alteration, or repair projects. The Contractor will comply with the Davis Bacon
Act, 40 U.S.C. §§ 31413144,
and 31463148
as supplemented
by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In
accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage
determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply
with the Copeland “AntiKickback”
Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on
Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any
means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is
otherwise entitled.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE’s"), as defined
herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT assisted
contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor
shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted
contracts. Failure by the contractor to carry out
these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems
appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as nonresponsible.
49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the
Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written
consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or
supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S. Flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S. Flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S. flag carriers for international air transportation of personnel (and their

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. Flag.

Air Carriers

International air transportation of persons (and their personal effects) or property by U.S. Flag, air carrier was not available or it was necessary to use foreign flag.

air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The 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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The 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 a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;

2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115232,

"covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

purposes, video surveillance, and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with

the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or

otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115232,

heads of executive agencies administering loan, grant, or subsidy programs

must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those

affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that

communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications

equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered

telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

requests and financial reports.

(f) For additional information, see section 889 of Public Law 115232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or

guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially

affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event

that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal

action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this

section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving

tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required

certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies,

including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or

commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in

process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required

at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job

seat belt use policies and programs for its employees and other personnel that operate company owned

vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned”

and “company leased”

refer to vehicles

owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text

messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or

rents, or a privately owned

vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for

Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent

required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is

in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and

the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative,

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy

America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section

6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The

requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition,

where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services

that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This

may include purchasing compostable items and other products and services that reduce the use of single use

plastic products. See Executive

Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its

State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is

authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents The

State agrees to provide the information required under this provision in the following documents:

(1) applications for federal assistance,

(2) requests for proposals or solicitations,

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

(3) forms,
(4) notifications,
(5) press releases,
(6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default.

The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the 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 performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights, and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing
the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts
of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight
embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of
Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but
subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor
was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the
convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract
obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the
termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)
deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials
accumulated in performing this contract, whether completed or in process. Agency has a royalty free,
nonexclusive, and irrevocable license to reproduce,
publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall
allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the
Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights, and obligations of the parties shall
be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost Type
Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the
termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the
Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract

provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout

costs, and a fee, if the contract provided for payment of

a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after

setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment Construction

contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such

assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to

perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require

an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual

with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized

representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or

otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an

opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the

Contractor and the Contractor shall abide be the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are

being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees,

agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after

the first observance of such injury or damage.

Remedies:

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents 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 the Agency 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.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow Down.

The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

Docusign Envelope ID: 8D2FA800-C75C-475C-A8FB-0A008A0B61EB

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:
Contract: Above Ground Storage Tanks Product Line Replacement (Spackman Enterprises LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Purchase Order 17794 under Utah State contract MA4744 for above ground storage tanks product line replacement with Spackman Enterprises LLC in the amount of $294,865.

BACKGROUND:
In 2022, the legislature passed a law regulating above ground petroleum storage tanks (APST) with underground product lines. The Riverside Service Center is subject to this regulation and required to make improvements to meet the updated requirements.

DISCUSSION:
UTA staff are requesting approval of Purchase Order 17794 with Spackman Enterprises LLC to replace the underground product lines. The new lines will be compliant with current regulations and replace lines that are past their useful life.

CONTRACT SUMMARY:

Contractor Name	Spackman Enterprises LLC
Contract Number	Utah State Contract: MA4744
	Purchase Order: 17794
Contract Start/End Dates	November 11, 2024 - November 11, 2029
	Purchase Order: April 22, 2026 - November 30, 2026

Total Contract Value	$294,865
Procurement Method	State Contract
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

Discontinue use of the lines and find an alternative to convey oil and products from the above ground storage tanks to the building for use in vehicles.

FISCAL IMPACT:

The 2026 amount is included in the 2026 capital project budget for FMA702 ($320,000).

- 2026 Contract Total: $294,865 Account # 40-1702.63000.3002

Funding Sources:

- Grant funds: $256,000
- UTA Funds: $64,000

ATTACHMENTS:

- Purchase Order: Above Ground Storage Tanks Product Line Replacement (Spackman Enterprises LLC)
- State Contract MA4744 (Link: <https://bit.ly/USC_MA4744>)

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

Spackman Enterprises L.C. **Po Box 1276** **1125W 650N #6** **Centerville UT 84014-5276**		**Utah Transit Authority**	PURCHASE ORDER NUMBER **OG**	**17794**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER	**PO DATE**
			1518058	3/18/2026
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**			*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Woodward, Vicki	1 of 28

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 294,865.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00016668	11/30/2026	1 LS	40-1702.63000.3002	AST product line replacement	$294,865.00	$294,865.00

This Contract/PO is a Not to Exceed Amount of $294,865.
State of Utah Contract #MA4744.
See the attached Spackman Enterprises L.C. estimates in Exhibit A below of this PO.
See the attached Insurance and Indemnification Requirements on Exhibit B below of this Purchase Order.
See the attached Exhibit C Federal Forms below of this Purchase Order.
See the attached Exhibit D Davis Bacon Wages in below of this Purchase Order.
Expected End Date: 11/30/26

Utah Transit Authority

Jay Fox, Executive Director

Spackman Enterprise L.C

DocuSigned by:
Aaron Spackman
070AF549B351468...
3/25/2026

Aaron Spackman Project manager

Jon Larsen Chief Capital Services Officer

DocuSigned by:
Mike Bell
70E33A415BA44F6...
3/25/2026

Mike Bell, AAG State of Utah and UTA Legal Counsel

David Osborn, PM

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

SPACKMAN ENTERPRISES
Environmental Construction
P.O. BOX 1276
CENTERVILLE, UT 84014
801-294-9180

Estimate

ADDRESS

David Osborne

Utah Transit Authority

669 W 200 S

SLC, UT 84101 USA

ESTIMATE # 1201

DATE 01/30/2026

P.O. NUMBER

MA4744

JOB SITE

UTA Riverside

DESCRIPTION	QTY	RATE	AMOUNT
Provide services to remove and replace 8 underground lines and associated transition sumps at UTA Riverside.	1	0.00	0.00
Mobilization, Permitting, Reporting, Utility Locating, and 3rd Party Testing.	1	14,900.00	14,900.00
Payment and Performance Bond	1	8,408.00	8,408.00
Required DEQ sampling includes drilling where unexcavated areas will need to be sampled, standard time lab fees(no rush fee), and a state certified sampler	1	6,200.00	6,200.00
Removal of underground lines from tank farm containment wall (inside footprint of new trench area only) to transition sumps next to building. Existing transition sumps will be abandoned in place to reduce need for shoring, or risk to building. Includes saw cut, concrete demo up to 3500 sq feet 8" thick, excavation, line cleaning, removal, and transportation, and disposal of debris/piping.	1	27,210.00	27,210.00
Install 8 new underground lines up to 120' long each, 4 transition sumps, two outside of containment wall, and two next to building, 9 -6" protective bollards. Includes all piping, parts, fittings, excavation, inspections, and backfill required.	1	113,850.00	113,850.00
Install and paint schedule 40 steel above ground pipe from existing tank transition point of aboveground to underground piping to new transition sumps. Includes NPT threads no welds, and 8 lines only.	1	27,284.00	27,284.00

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

DESCRIPTION	QTY	RATE	AMOUNT
Replace up to 3500 sq feet of 4000 PSI concrete 7" thick with #4 rebar on 12" centers. Includes testing, washouts, broom finish, saw cut joints into 10'x10 panels, one coat of sealer, and post installed buried pipe markers.	1	90,825.00	90,825.00
Provide a drawing on a google earth overlay of new sump and line locations. Excludes any surveys or engineered plans.	1	2,750.00	2,750.00
Caulk new concrete control joints with polyurethane sikaflex.	1	3,438.00	3,438.00
Exclusions- repair of any unmarked utilities and any potential rerouting of piping or utilities, complete removal of underground piping beyond discussed footprint, no vehicle through access from start of project until concrete is cured, no additives or accelerants in concrete, winter working conditions, any excavation or removal deeper than 6' BG, any and all shoring, any dewatering if required, any contaminated soil or water removal and treatment.	1	0.00	0.00
	TOTAL		**$294,865.00**

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

1. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

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 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. *(NOTE: Projects over $10,000,000 will require limits of $2,000,000 per occurrence and $4,000,000 aggregate; Projects over $40,000,000 will require limits of $5,000,000 per occurrence and $5,000,000 aggregate)*

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.

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

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

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

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

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

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 UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. 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 shipments 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 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (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, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information

incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's writt

consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

FLY AMERICA

a) Definitions. As used in this clause—
1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The 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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The 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 a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

(1) applications for federal assistance,
(2) requests for proposals or solicitations,
(3) forms,
(4) notifications,
(5) press releases,
(6) other publications.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the 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 performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement 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 Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds $25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
   a. Debarred from participation in its federally funded Project,
   b. Suspended from participation in its federally funded Project,
   c. Proposed for debarment from participation in its federally funded Project,
   d. Declared ineligible to participate in its federally funded Project,
   e. Voluntarily excluded from participation in its federally funded Project, or
   f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:_____

Signature of Authorized Official:_____ Date_____/_____/_____

Name and Title of Contractor's Authorized Official:_____

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I,_____hereby certify
(Name and title of official)

On behalf of _____that:
(Name of Bidder/Company Name)

- 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, and 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.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 was 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 31 U.S.C. § 1352. 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.,

Name of Bidder/Company Name:_____

Type or print name:_____

Signature of authorized representative:_____ Date_____/_____/_____

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

"General Decision Number: UT20260085 01/02/2026

Superseded General Decision Number: UT20250085

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date
0 01/02/2026

CARP0801-002 12/01/2022

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only)	$ 31.66	13.97

ELEC0354-001 06/11/2025

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	$ 31.86	1.5%+15.35
ELECTRICIAN	$ 41.23	1.3%+17.12

ELEV0038-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 55.43	38.435+a+b

FOOTNOTE:
a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

---

PAIN0077-003 07/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 26.00	8.78

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

PAIN0077-004 08/01/2025

	Rates	Fringes
PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper)	$ 26.00	8.78

PLUM0140-001 08/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 46.10	15.83

SFUT0669-003 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 42.17	26.63

SHEE0312-002 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 46.79	14.89

SUUT2012-017 07/29/2014

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only)	$ 21.25	2.15
CARPENTER (Form Work Only)	$ 16.93	1.93
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 20.66	7.47
CEMENT MASON/CONCRETE FINISHER	$ 15.00	0.00
IRONWORKER, STRUCTURAL	$ 20.21	3.22
LABORER: Common or General	$ 13.84	0.00
LABORER: Mason Tender - Brick	$ 16.38	1.00
LABORER: Mason Tender - Cement/Concrete	$ 14.94	0.00

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

LABORER: Pipelayer.....$ 13.57 0.00

LABORER: Landscape and
Irrigation.....$ 9.50 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 14.48 0.00

OPERATOR: Loader.....$ 19.34 0.00

PLASTERER.....$ 18.36 0.00

ROOFER.....$ 13.22 0.00

TILE FINISHER.....$ 13.54 0.00

TILE SETTER.....$ 23.50 0.00

TRUCK DRIVER: Dump Truck.....$ 15.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per

hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

==========

END OF GENERAL DECISION

"

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

"General Decision Number: UT20260097 01/02/2026

Superseded General Decision Number: UT20250097

State: Utah

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Salt Lake and Tooele Counties in Utah.

Modification Number Publication Date
0 01/02/2026

ELEC0057-001 03/01/2025

	Rates	Fringes
LINE CONSTRUCTION (Lineman).....	$ 58.83	8.35%+16.30

ELEC0354-005 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	$ 41.23	1.3%+17.12

ENGI0003-034 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Mechanic).....	$ 33.04	16.09

ENGI0003-035 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (LOADER).....	$ 31.99	17.64

LABO0295-001 07/01/2019

	Rates	Fringes
LABORER (Landscape).....	$ 23.97	9.70

LABO0295-002 07/01/2019

	Rates	Fringes
TRAFFIC CONTROL (Flagger).....	$ 23.71	9.78

TEAM0222-004 07/01/2024

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	$ 29.67	14.65

SUUT2018-008 05/07/2020

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 24.61	8.45
CEMENT MASON/CONCRETE FINISHER...	$ 20.70	1.21
LABORER: Common or General.....	$ 18.33	6.70
LABORER: Pipelayer.....	$ 18.47	9.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 23.40	16.96
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 25.29	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded.

If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

Docusign Envelope ID: 50F6EDF6-59B6-4592-8881-B9A7842795D0

==========

END OF GENERAL DECISION

"

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): Jesse Rogers, Bus Vehicle Procurmnt Project Manager

TITLE:
Contract: Paratransit Vehicles for Special Services (Model 1)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Purchase Order 17801 and associated disbursements with Model 1 via the State of Arizona cooperative contract in the amount of $9,618,875 for 35 low floor paratransit/flex route buses.

BACKGROUND:
The 35 buses are replacement vehicles for the Special Services business unit, which has, until now, utilized high-floor cutaway vehicles with wheelchair lifts. Special Services has decided to pivot to low-floor vehicles that overall meet their customers' needs better. Model 1 is a dealer offering the ARBOC low floor product under the State of Arizona's cooperative contract CTR054848 with Model 1 (formerly Creative Bus Sales, Inc.), located in Phoenix, Arizona.

DISCUSSION:
UTA has experience with Model 1 as a contractor. UTA received a quote for the vehicles at $ 274,825 each for 35 vehicles configured for paratransit or flex service.

CONTRACT SUMMARY:

Contractor Name	Model 1
Contract Number	Purchase Order: 17801
	Arizona State Cooperative Contract: CTR054848
Contract Start/End Dates	Arizona Contract: 5/1/2021 - 5/1/2026

	Purchase Order: Last signature received - 5/1/2026
Total Contract Value	$9,618,875
Procurement Method	Assignment of contract rights (State of Arizona contract)
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

Pursue procurement through a different contract or solicitation. This would delay delivery substantially.

FISCAL IMPACT:

This purchase order is for $9,618,875 with Model 1 for the purchase of 35 paratransit/flex vehicles is contained within the current 2026 approved capital budget as well as the 2026-2030 five-year capital plan. The capital project for these funds is REV209 - Paratransit Vehicle Replacements.

- 2026 Contract Total: $9,618,875 Account # 40-6209.67000.7004

2026 REV209 Capital Budget $ 16,634,000

ATTACHMENTS:

- Purchase Order: Paratransit Vehicles for Special Services (Model 1)
- Arizona State Purchasing Cooperative Agreement

Docusign Envelope ID: EEFB7E8E-CC11-4B6A-A96A-B4E514382216

Model 1 Commercial Vehicles, Inc
9225 Priority Way West Dr
Suite 300
Indianapolis IN 46240

Utah Transit Authority

PURCHASE ORDER NUMBER	
OG	17801

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1513349	3/24/2026

SEND INVOICE TO:	SHIP TO:	*An Equal Opportunity Employer*	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING			*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Burton, Amanda	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 9,618,875.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00016647	3/24/26	35 EA	40-6209.67000.7004	2026 low floor cutaway buses	274825.0000	9,618,875.00

Per AZ State COOP CTR054848

DocuSigned by:
Mike Bell
70E33A415BA44F6...

3/25/2026

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

Docusign Envelope ID: 94745FB1-05DF-487A-B989-AAADEC6672D2

Katie Hobbs
Governor

Elizabeth Alvarado-Thorson
Cabinet Executive Officer
Executive Deputy Director

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR

100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007
(602) 542-1500

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State of Arizona Procurement Office

and

Utah Transit Authority

(Organization Name – Eligible Procurement Unit)

This Cooperative State Purchasing Agreement ("Agreement") is entered between the parties in accordance with Arizona Revised Statutes §41-2631, *et seq.,* Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001*,* which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit

Docusign Envelope ID: 94745FB1-05DF-487A-B989-AAADEC6672D2

member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.

5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
    a.) Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
    b.) Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
    c.) Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and any related agreements and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement and any related agreements or their subject matter.
    d.) Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture

Docusign Envelope ID: 94745FB1-05DF-487A-B989-AAADEC6672D2

purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.

9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement authorized signor, and shall remain in effect until cancelled by either party. The State reserves the right to amend the agreement during the term of the Agreement.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2023-01 dated January 2, 2023.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 16, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Signature:

Name: Mike Bell

Title: Utah Assistant Attorney General

Date: 2/6/2025

Signed by:
Kyle Stockley
49857...
Signature:

Name: Kyle Stockley

Title: Manager of Capital Vehicles

Date: 2/6/2025

DocuSigned by:
Jesse Rogers
20F013B9DE24475...
Signature:

Name: Jesse Rogers

Title: Bus Vehicle Procurement Project Mgr

Date: 2/5/2025

FOR THE STATE:

Julia Ladner
Signature:

Authorized SPO Representative

Title:

Date:

Docusign Envelope ID: 94745FB1-05DF-487A-B989-AAADEC6672D2

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State Cooperative Member Contact Information

Name of Organization:			
Name of Contact Person:	**Qualification**: *(Click the appropriate Box in either the Political Subdivision or Non-Profit categories)* **Political Subdivision**: ○ **Non-Profit Organization**: ○		
Title of Contact Person:	☐ Federal Agency/Gov't ☐ State ☐ County ☐ City/Town ☐ Public School	☐ Other Educational Institution ☐ Tribal Nation ☐ Fire District ☐ Water District ☐ Other: _____	☐ Healthcare Institution ☐ Religous Organization ☐ Charity ☐ Other: _____
Telephone of Contact Person:			
Telephone of Office:			
E-mail address of Primary Contact Person:			
E-mail Address of Secondary Contact: *(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)*			
Physical Address: Select...			
Mailing Address *(if different from the physical address)*:			
Federal ID Tax Number:			

***Non-profit entities must attach proof of non-profit status with the agreement**
Please notify the State Procurement Office of any changes to this information.

ARIZONA STATE PUCHASING COOPERATIVE AGREEMENT

Updated 3/13/2024

State Cooperative Member Contact Information

Name of Organization: **UTAH TRANSIT AUTHORITY**		
Name of Contact Person: **Amanda Burton**	**Qualification**: *(Click the appropriate Box in either the Political Subdivision or Non-Profit categories)* **Political Subdivision**: **Non-Profit Organization**:	
Title of Contact Person: **Procurement Supervisor**	☐ Federal ☐ Other Agency/Gov't Educational Institution	☐ Healthcare Institution
Telephone of Contact Person: **(801) 287-3320**	☒ State ☐ Tribal Nation ☐ County ☐ Fire District	☐ Religous Organization
Telephone of Office: 801-287-2414	☐ City/Town ☐ Water District ☐ Public School ☐ Other:	☐ Charity ☐ Other:

E-mail address of Primary Contact Person:

ABurton@rideuta.com

E-mail Address of Secondary Contact:

(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)

Physical Address:

669 WEST 200 SOUTH,

SALT LAKE CITY, UT 84101

Mailing Address *(if different from the physical address)*:

Federal ID Tax Number:

87-0284459

***Non-profit entities must attach proof of non-profit status with the agreement**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): Jesse Rogers, Bus Vehicle Procurement Project Manager

TITLE:
Contract: 2026 Rideshare Van Order (Tony Divino Toyota)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Purchase Order 17800 and associated disbursements with Tony Divino Toyota for the purchase of 10 Rideshare vehicles in the amount of $397,520.

BACKGROUND:
All Vanpool vehicles being replaced have met the minimum useful life requirements for replacement and are close to 10 years old on average.

DISCUSSION:
This purchase order is for replacement/expansion of Rideshare vans for UTA's Rideshare service. The requisition includes ten (10) eight-passenger All-wheel drive hybrid minivans at $39,752 each. These vans will be procured using State of Utah Contract MA3796.

CONTRACT SUMMARY:

Contractor Name	Tony Divino Toyota
Contract Number	Utah State Contract: MA3796 Purchase Order: 17800
Contract Start/End Dates	October 1, 2021 - September 30, 2026 Purchase Order: Last Signature Received - September 30, 2026
Total Contract Value	$397,520
Procurement Method	State Contract
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

Defer replacements to future budget year.

FISCAL IMPACT:

Budget source: Approved Capital budget for REV-232 Vanpool Van Procurement

2026 Capital budget: $1,600,000

- 2026 Contract Total: $397,520 Account # 40-6232.67000.7005

ATTACHMENTS:

- Purchase Order: 2026 Rideshare Van Order (Tony Divino Toyota)
- State Contract MA3796 (Link: <https://bit.ly/USC_MA3796>)

Docusign Envelope ID: FD9BE1DB-F78A-4850-BFCD-86DC8A33E580

TONY DIVINO TOYOTA
777 W. RIVERDALE RD
RIVERDALE UT 84405-3714

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OG	17800

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1259350	3/23/2026

SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING		*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER / PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Burton, Amanda / 1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 397,520.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00016652	3/23/26	10 EA	40-6232.67000.7005	AWD sienna minivan	39752.0000	397,520.00

Utah Cooperative Contract MA3796 Tony Divino Toyota

DocuSigned by:
Mike Bell
70E33A415BA44F6...

3/26/2026

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Planning Director

TITLE:
Contract: UTA Moves 2055 - Long-Range Transit Plan Consulting Services (Parametrix Consult, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Rescind the Board of Trustees' February 25, 2026, approval of the contract with Parametrix Consult, Inc. for Long-Range Transit Plan consulting services and approve and authorize the Executive Director to execute the revised contract 25-04018-1 with Parametrix Consult, Inc. for Long-Range Transit Plan consulting services in the amount of $699,921.

BACKGROUND:
Per Board of Trustees Policy No. 3.2, Service Planning, UTA adopted its first Long-Range Transit Plan (LRTP) in 2024, which established a fiscally constrained plan and list of potential transit investments within UTA's service area that align with UTA's strategic goals and objectives.

UTA and its transportation partners update their long-range plans on a recurring four-year time frame. This aligns with the cycle of updating Utah's Unified Transportation Plan (UTP), which encompasses the state's Metropolitan Planning Organization (MPO) Regional Transportation Plans (RTPs) as well as the Utah Department of Transportation (UDOT) Statewide Long-Range Plan.

The 2027-2055 UTA LRTP update will serve as an update to the 2023-2050 LRTP and will represent UTA's contribution to the UTP. Development of the 2027-2055 LRTP update is coordinated with UTA's MPO partners, Wasatch Front Regional Council (WFRC) and Mountainland Association of Governments (MAG), to ensure consistency in project identification, phasing and messaging to a public audience. The 2027-2055 LRTP will be completed and adopted by the UTA Board of Trustees by mid-2027, in line with when WFRC and MAG adopt their RTP updates.

On February 25, 2026, the Board of Trustees approved contract 25-04018 for consultant services to update UTA's LRTP. Prior to official execution of the contract, necessary contract revisions were identified. A revised

version of the contract was developed in coordination with UTA and Parametrix Consult, Inc.

DISCUSSION:

This revised version of the contract replaces in full the original contract approved by the Board of Trustees on February 25th. Additional Board of Trustees action is being requested to rescind the old contract and approve the updated contract in its place. No changes to the contract budget or spending authority are being requested.

Staff will provide an update to the Board of Trustees regarding revisions to the contract:

- Replaced the Scope of Services in its entirety with the Scope of Services included in UTA's Request for Proposal.
- Extended the Period of Performance from May 31, 2027 to December 31, 2027.
- Revised the Scope of Services to replace "Utah Senate Bill 174" with "Utah Code Section 17B-2a-808.1, as amended."
- Updated plan approval requirements.

CONTRACT SUMMARY:

Contractor Name	Parametrix Consult, Inc.
Contract Number	25-04018-A (Revised)
Contract Start/End Dates	April 22, 2026 - December 31, 2027
Total Contract Value	$699,921
Procurement Method	Request for Proposal
Budget Authority	2026 Operating Budget

ALTERNATIVES

Request the project team to reduce the scope of work, project budget, or reprocure consultant services.

FISCAL IMPACT:

Total Contract Value: $699,921

- 2026 Contract Total: $600,000
- 2027 Contract Total: $99,921

ATTACHMENTS:

- Change Order: UTA Moves 2055 - Long-Range Transit Plan Consulting Services Change Order 1 - Resending Prior Contract and Approval of Updated Contract (Parametrix Consult, Inc.)

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #25-04018
LRTP 2027-2055 Consultant Services

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and Parametrix Consult, Inc., a Consulting Firm. ("Consultant").

RECITALS

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

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

WHEREAS, On November 19th, 2025, UTA issued Request for Proposal Package Number

25-04018 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material, and incidentals necessary for the Work.

   b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

   c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints, and other legal requirements including, without limitation, those

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

related to safety and environmental protection.

d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

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

2. MANAGEMENT OF WORK

a. Consultant 's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

3. PROGRESS OF WORK

a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor, and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace, or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.F, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

corrective action using other Consultant s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than December 31st, 2027. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

(including any exhibits and attachments hereto).

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

3. Consultant 's Proposal including, without limitation, all federal certifications (as applicable);

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA’s expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant ’s sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

A. The date, circumstances, and source of the change; and

B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

9. INVOICING PROCEDURES

a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
   i. Consultant Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

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

11. **USE OF SUBCONSULTANT S**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants; such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subconsultant s, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subconsultant s.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following individuals are considered to be key personnel under this contract.

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

Landman, Thomas Whittman, Bryce Miller, Amir Almotahri

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

13. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE**:

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

b. **FOR DEFAULT:**

If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultant s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

event Consultant shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONSULTANT 'S POST TERMINATION OBLIGATIONS:

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

15. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

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

mitigation of the breach for review and approval by UTA.

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

17. **PUBLIC INFORMATION.**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Consultant or subconsultant is exempt under UCA, AND when such Consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

defined in the Scope of Services of this contract.

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

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

5. Railroad Protective Liability Insurance (RRPLI) –
During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Consultant must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.
If the Consultant is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

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

3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

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

20. OTHER INDEMNITIES

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

21. INDEPENDENT CONSULTANT

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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

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

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

Level of Authority	Time Limit
UTA's Project Manager Dede Murray/Consultant's Project Manager Lani Eggertsen-Goff	Five calendar days
UTA's Director of Planning Jaron Robertson/Consultant's Terry Doyle	Five calendar days
UTA's Legal Counsel Mike Bell/Consultant's Nathan Johnson	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

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

If to Consultant:

Parametrix Consult., Inc.

ATTN: Adam Pocock

9815 S Monroe Street

Suite 410

Sandy, UT 84070

b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **INSURANCE COVEREAGE REQIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANT S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

a. The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Consultant has a subcontract at any tier that involves a sub-Consultant that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

million:

b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant 's employees and the employee's dependents during the duration of this Contract.
c. Consultant shall also demonstrate to UTA that subconsultant s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subconsultant 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS' FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **CYBER SECURITY**

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

36. **SEVERABILITY**

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

37. **ENTIRE AGREEMENT**

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

38. **REVOLVING DOOR RESTRICTIONS**

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

39. **AMENDMENTS**

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

40. **COUNTERPARTS**

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

41 .**SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By_____
Jay Fox
Executive Director

By_____
Nichol Bourdeaux
Chief Planning and Engmt Ofc.

DocuSigned by:
By Mike Bell 4/1/2026
70E33AD5BD44F6...
Mike Bell
UTA Legal Counsel

CONSULTANT :

Signed by:
By _____ 4/1/2026
9D7A3E7E8753422...
Nathan Johnson
Senior Vice President

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

Exhibit A

Scope of Services

Task 1: Project Management and Comprehensive Work Plan Development

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

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

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

Task 1.1 Project Management and Execution Plan

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

Task 1.2 Public Involvement Plan (PIP)

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

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

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

Engagement Groups

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

Public:

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

External Stakeholders:

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

Internal Stakeholders:

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

Engagement Activities and Tactics:

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

Public:

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

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

- Comment period for draft plan

External Stakeholders:

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

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

Internal Stakeholders:

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

Task 1.3 Replication Methodology

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

Task 1 Deliverables

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

Task 2: Public and Stakeholder Engagement

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

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

Task 2.1 Engagement Phase 1

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

Public:

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

External Stakeholders:

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

Internal Stakeholders:

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

Task 2.2 Engagement Phase 2

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

Public:

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

External Stakeholders:

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

Internal Stakeholder:

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

- Planning Department and other UTA Department Meetings

Task 2 Deliverables

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

Task 3: Systemwide Needs Assessment

Task 3.1: Data Collection and Needs Assessment

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

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

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

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

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

Task 3.2 Cost Benefit Analysis and Cost-Effectiveness Study

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

Cost Benefit Analysis

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

Cost Effectiveness Study

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

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

Task 3.3: Evaluation Criteria Assessment and Metrics Development

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

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

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

Task 3 Deliverables

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

Task 4: Needs-Based Project List Development

Task 4.1 Draft Needs-Based Project List Development

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

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

Task 4.2 Needs-Based Project List Finalization

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

Task 4 Deliverables

Finalized Needs-Based Project List

Task 5: Financial Analysis and Implementation Strategies

Task 5.1: Financial Analysis

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

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

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

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

In alignment with the Utah Unified Transportation Plan's Exploratory Planning Concepts, the LRTP will include an Exploratory Planning Concepts section.
Exploratory Planning Concepts are transportation concepts which do not meet the technical criteria to be included in the LRTP and will remain an unconstrained transportation vision. If there are significant changes in circumstances that would impact likely evaluation, they can be considered for inclusion in the LRTP.

Task 5.2: Implementation Strategies

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

Examples of focus areas include:

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

Task 5 Deliverables

Fiscally Constrained Project and Phasing List, Implementation Strategies

Task 6: Plan Development and Finalization

Task 6.1: Draft Plan Development

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

Task 6.2: Draft Plan Finalization

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

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

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

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

Task 6 Deliverables

UTA Moves 2055 draft plan development and finalization

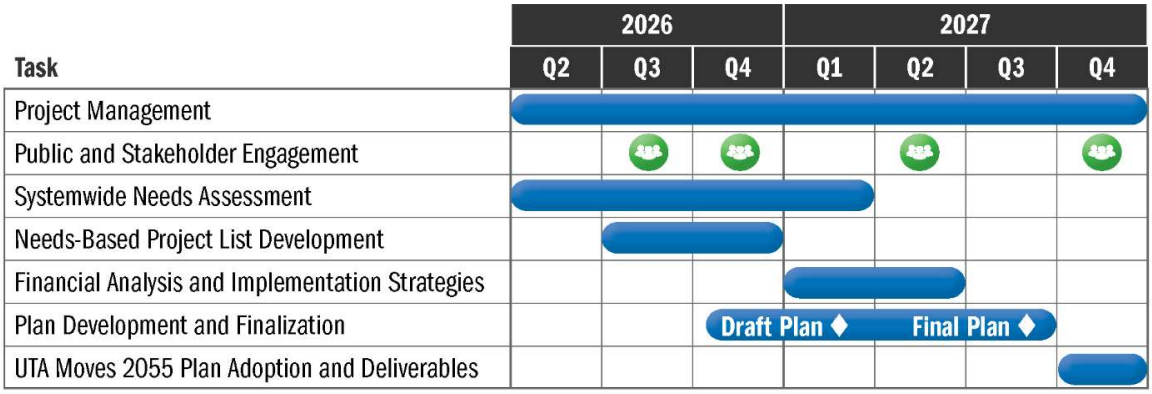
Task 7: UTA Moves 2055 Plan Adoption and Deliverables

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

Task 7 Deliverables

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

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



Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

Exhibit B

Pricing

Price Not to Exceed $699,921

PROJECT MANAGEMENT MODULE HEADER INFORMATION

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

FIRM Parametrix Consult, Inc.

Owner:	UTA
Project:	UTA Long Rang Transit Plan, RFP 25-04018
Description:	Consultant Support
Project Mgr.:	Lani Eggertsen-Goff for UTA PM, Dede Murray
Start Date:	02/10/26
Base Rate Multiplier (OH and profit):	3.01
Other Direct Costs Multiplier:	1.00
Time Period:	Months
Date File Setup:	2/10/2026
Date (Now):	12/17/2025
Time (Now):	12:09 PM
Filename:	See footer
Beginning Month:	2
Beginning Year:	2026
End Date:	7/31/2027

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

ESTIMATED PERSONNEL RATES:

	Personnel Category	Name	Base Rate	Labor Charge
1	Senior Consultant, Project Manager	Lani Eggertsen-Goff	$79.56	$239.48
2	Senior Consultant	Jennifer John	$113.32	$341.09
3	Senior Consultant	Kai Tohinaka	$69.23	$208.38
4	Senior Planner	Esther Needham	$65.63	$197.55
5	Transit Senior Engineer	Morgan Stumpf	$89.82	$270.36
6	Senior Planner	Sam Erickson	$72.08	$216.96
7	GIS Manager	Chad Tinsley	$56.19	$169.13
8	GIS Analyst	William Goodried	$33.96	$102.22
9	Planner IV	Jinger Hendricks	$52.06	$156.70
10	Public Engagement	Michael Baker	$47.49	$142.94
11	Senior Engineer	Amir Almotahari	$64.11	$192.97
12	Engineer III	Fahmid Hossain	$44.99	$135.42
13	Engineer III	Dina Elnashar	$52.64	$158.45
14	Office Administrator	Camron Park	$30.67	$92.32
15	Senior Project Accountant	Vickie Soileau	$51.31	$154.44
16	Senior Principal II	Thomas Wittmann	$96.88	$291.62
17	Associate Principal	Oren Eshel	$67.16	$202.16
18	Senior Associate 2	Paul Leitman	$51.72	$155.67
19	Senior Associate 2	Yanisa Techagumthorn	$61.31	$184.55
20	GIS Lead, Assoc. Principal 1	Michael Carraher	$61.78	$185.96
21	Graphic Designer, Assoc Principal 1	Jungwha Yuh	$61.78	$185.96
22	Associate 2	Eiji Toda	$40.82	$122.88
23	Senior Associate 1	Alexandra Weber	$44.23	$133.13
24	Network Planner	Evan Landman	$55.44	$166.87
25	Planner	Gavin Pritchard	$55.44	$166.87
26	Analyst	Michaela Barton	$39.09	$117.67
27	Director	Alice Beattie	$79.73	$240.00
28	Senior Consultant	Bryan Miller	$56.48	$170.00
29	Senior Consultant	Adriana Herrera-Furrer	$56.48	$170.00
30	Administrative Analyst	Kimberly Stanford	$41.53	$125.00
31	Partner	Joe Crossett	$134.55	$405.00
32	Public Engagement Lead	Leah Jaramillo	$86.63	$260.75
33	Public Engagement Support	Cameron Noorda	$34.81	$104.79
34	Public Engagement Support	Sam Winkler	$45.15	$135.89
35	Graphic Design	Aldo Gonzales	$49.43	$148.78
36	Project Coordinator	Celeste Madsen	$36.69	$110.43
37	Accountant	TBD	$41.44	$124.73

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

Parametrix
let's create tomorrow, together

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

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

Project Total $ 699,921

Docusign Envelope ID: 2CE1A5C7-EDD7-4275-8DE5-F3F038E867B4

Parametrix
let's create tomorrow, together

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

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

Parametrix
let's create tomorrow, together

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

			DEA					
			Leah Jaramillo	Cameron Noorda	Sam Winkler	Aldo Gonzales	Celeste Madsen	TBD
			Public Engagement Lead	Public Engagement Support	Public Engagement Support	Graphic Design	Project Coordinator	Accountant
			$260.75	$104.79	$135.89	$148.78	$110.43	$124.73
Task	**SubTask**	**Description**						
01		PM / COMP WORK PLAN DEVELOP - 18 Months	107	0	0	0	40	24
02		PUBLIC & STAKEHOLDER ENGAGEMENT	200	160	152	16	0	0
03		SYSTEMWIDE NEEDS ASSESSMENT	0	0	0	0	0	0
04		NEEDS-BASED PROJECT LIST DEVELOPMENT	0	0	0	0	0	0
05		FINANCIAL ANALYSIS & IMPLEMENTATION STRATEGIES	0	0	0	0	0	0
06		PLAN DEVELOPMENT & FINALIZATION	0	0	0	0	0	0
07		UTA MOVES 2055 PLAN ADOPTION & DELIVERABLES	0	0	0	0	0	0
			307	160	152	16	40	24
			$80,050.25	$16,766.40	$20,655.28	$2,380.48	$4,417.20	$2,993.52

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Jon Larsen, Chief Capital Services Officer
PRESENTER(S):	Dean Hansen, Manager Systems Engineering

TITLE:

Change Order: On Call Systems Services Contract Task Order #26-007- Yellowstone Switch Install (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Task Order 26-007 and associated disbursements on Contract 24-03814 with Rocky Mountain Systems Services (RMSS) in the amount of $287,730.00 to complete systems on call services related to the Yellowstone Switch Install.

BACKGROUND:
UTA executed contract 24-03814 with RMSS for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on June 12, 2024, and it was fully executed on June 14, 2024. The original contract value is not to exceed $40,000,000

Typical task orders under this contract include:

- Support for rail and maintenance of way systems.
- Upgrades, repairs, analysis, and training of train control systems.
- Repair, maintenance, and training in overhead contact systems and traction power substations.

DISCUSSION:
UTA will replace four aging 5F switch machines with modern M23 switch machines at the Yellowstone

Interlocking (located at approximately 2500 South) on the TRAX North/South alignment. This contract covers procurement and installation only, detailed design for the conversion will be completed under a separate contract.

Contractor responsibilities include:

- Procurement
- Removal & Salvage
- Installation
- Support During Civil Work
- Testing & Commissioning
- Documentation
- Communication & Safety

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	24-03814-26-007
Base Contract Effective Dates:	6/14/2024 Through 7/1/2029
Task Order Effective Dates:	Date of last signature received through 7/5/2026
Existing Contract Value:	$19,693,762.97
Amendment Amount:	$287,730.00
New/Total Contract Value:	$19,981,492.97
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2026 Capital Budget

ALTERNATIVES:

This work supports the SGR track replacement in this interlocking. If these switches are not installed, the interlocking will not function in its new configuration. UTA would need to procure and install these machines under a separate contract.

FISCAL IMPACT:

The 2025-2029 Five Year Capital Plan includes $287,730.00 for The Yellowstone switch Install work is anticipated to occur in 2026 under the Train Control Rehab and Replacement Project (SGR403).

- 2026 Task Order Value: $287,730.00 Account # 20-2531.65000.126401

The overall not-to-exceed value for this contract is $40,000,000 if both option years are exercised.

Master Task Order Agreement Value to Date: $19,981,492.97

ATTACHMENTS:

- Change Order: On Call Systems Services Contract Task Order #26-007- Yellowstone Switch Install (Rocky Mountain Systems Services)

Docusign Envelope ID: CF62E3CE-EE96-418E-BD15-97D3C032B494

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
P: +18017433882

Project: SGR403 Train Control Rehab & Replacmn

Task Order Request #26-007 - Yellowstone Switch Install

Status	Draft	**Assignees**	Dean Hansen
Created Date	Mar 6, 2026	**Issued Date**	

TASK ORDER IDENTIFICATION

Contract No	24-03814		
Contractor Name ("Contractor")	ROCKY MOUNTAIN SYSTEMS SERVICES	**Contract Start Date**	06/14/24
Account Code(s)	Account Code: 20-2531.65000.126401		

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order	26-007 Yellowstone Switch Install_Scope.pdf, 26-007 Yellowstone Switch Install_Proposal.pdf

2.0 SCHEDULE

The anticipated Substantial Completion Date for this Task is	07/31/26	**The anticipated Final Acceptance Date for this Task is**	08/31/26

3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	**Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of**	287,730.00
Provisional Sum Amount (if applicable). Note: Any unused amount of this provisional sum amount will be deducted from the contract upon closeout of the task order.	N/A	**Independent Cost Estimate (ICE) link, if applicable**	26-007 Yellowstone Switch Install_ICE.pdf

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order or Change Order include federal assistance funds which requires the application of the	Yes	**If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business**	N/A

Federal Clauses appended as Exhibit D to the Contract?	**Enterprises (DBE) participation goal for this Task Order of**

UTAH TRANSIT AUTHORITY:

Required Signatures

Project Manager $0 - 24,999
Legal Review $50k or greater
Dir. of Capital Projects $25k - 74,999
Chief Service Dev. Ofcr. $75k - 249,999
Executive Director $250,000+
Procurement/Contracts (for all)

DocuSigned by:
Signature (Legal):
By: Mike Bell
70E33A413BA44F6...
Date: 3/17/2026

Signature (Procurement):

By: _____

Date: _____

Signature (Project Manager):
The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signed by:
By: Dean Hansen
25AB79CFE8E4497...
Name: Dean Hansen
Date: 3/13/2026

Signature (Director):
I have evaluated the content of this item and the scope of work described in the contract and have made the determination that it is within the scope of work contemplated and described by the contracting parties when they executed the original agreement. I have also determined that the pricing is fair and reasonable based on a review of contractor quotes and the original contract rates.

DocuSigned by:
By: David Osborn
AD6AE61F34A4DE...
Name: David Osborn
Date: 3/17/2026

Signature (Chief Service Development Officer):

By: _____

Name: _____

Date: _____

Signature (Executive Director):

By: _____
Jay Fox, Executive Director

Date: _____

COMPANY:

COMPANY:

RMSS Required Signature Explanation

- <$500K – Josh Lafleur (jlafleur@modrailsystems.com)
- $500K - $5M – Anthony Ortolani (aortolani@modrailsystems.com)
- >$5M - Shon Tulik (stulik@modrailsystems.com)

Signature (Contractor)

Signed by:
By: Josh Lafleur
AF4A3DDBB4...
Name: Josh Lafleur
Date: 3/17/2026

ROCKY MOUNTAIN SYSTEMS SERVICES

March 4th, 2026 RMSS-52720-057

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: PTO 057 Yellowstone Interlocking - Switch Procurement & Installation

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to submit this proposal to the Utah Transit Authority (UTA) for the procurement, installation, testing, and commissioning of four (4) new M23 switch machines at the Yellowstone Interlocking. This project supports UTA's initiative to replace existing 5F switch machines with modern M23 units to improve long-term system reliability, maintainability, and operational performance along the TRAX North/South alignment.

This proposal covers signal work including procurement, removal, installation, wiring modifications, testing, commissioning, and documentation. Track and civil construction activities are excluded.

Our lump sum price for this proposal is **$287,730.00**

Scope of Work
This proposal includes the procurement, installation, testing, and commissioning of four (4) M23 switch machines at the Yellowstone Interlocking, replacing the existing 5F switch machines at locations 1A, 1B, 3A, and 3B. All work shall be performed in accordance with UTA standards and project requirements.

Coordination with Civil Construction
RMSS shall coordinate with UTA and the civil contractors to support construction activities, including temporary removal and reinstallation of affected signal equipment.

Procurement
RMSS shall procure, furnish, and deliver four (4) new M23 switch machines complete with fiberglass switch covers, operating rods, mounting hardware, junction boxes and bonding materials. RMSS shall also provide any additional wiring required to support proper installation, integration, and testing of the new switch machines.

Removal & Salvage
RMSS shall remove four (4) existing 5F switch machines at the Yellowstone Interlocking. Work shall include:

- Removal of existing switch machines and associated hardware

- Removal and salvage of existing switch heaters, ducts and covers
- Removal of obsolete or unused switch-related hardware no longer required for the upgraded configuration
- Removal of track bonding cables

All salvaged equipment designated for reuse shall be delivered to UTA's designated storage facility for spare inventory.

Installation

RMSS shall install four (4) new M23 switch machines complete with fiberglass covers and associated components in accordance with project design documentation and UTA standards. Installation activities include:

- Installation of switch machines, mounting hardware, and operating rods.
- Replacement of existing junction boxes with new M23-compatible junction boxes.
- Modification of house and field wiring, including wiring between the junction boxes, switch machines, and signal house.
- Installation of the existing switch heaters, ducts and covers
- Installation of track bonding cable and connections
- Relabeling of all affected cables and installation of new wire labeling to reflect updated circuit designations.
- Documentation of all wiring changes to reflect the as-built configuration.

Testing & Commissioning

RMSS shall perform comprehensive mechanical and electrical testing of all installed switch machines to verify proper operation and compliance with project requirements. Testing activities include:

- Mechanical adjustment and functional testing.
- Electrical testing of switch control and indication circuits.
- Verification of track circuit and bonding wire operation.
- Standalone testing of all modified systems prior to commissioning.

Any disconnected track wires or bonding conductors shall be fully tested and verified operational prior to commissioning. RMSS shall submit all required inspection forms, test reports, and supporting documentation to UTA for review and acceptance.

Documentation & Closeout

RMSS shall coordinate with UTA to support final inspections and provide complete project closeout documentation:

- Four (4) fully installed, tested, and commissioned M23 switch machines.
- Test reports and inspection documentation.
- Operation and maintenance manuals.
- As-built wiring diagrams and labeling records.
- Signal house ground checks and completed signal inspection book entries.
- Switch inspection documentation submitted to UTA to support MOW scheduling.
- Equipment serial numbers and identification records for switch machine locations 1A, 1B, 3A, and 3B.

ROCKY MOUNTAIN SYSTEMS SERVICES

Clarifications

- Existing switch cables between the junction boxes and the signal house will be reused where suitable.
- Additional indication wiring may be added if spare conductors are unavailable.
- RMSS will maintain project communication and coordination with UTA and the civil contractor.
- RMSS will comply with UTA safety requirements and obtain all required track permits.
- Engineering and signal system work are excluded from this scope and will be performed under a separate task order.
- Wiring determined to be unsuitable for reuse, or any deviations from the assumed conditions or scope, shall be treated as a change in scope. Associated materials and labor will be compensated in accordance with an agreed-upon method.

Assumptions

- UTA will provide timely access to track and signal facilities as required to support installation and testing activities.
- RMSS shall utilize key personnel testers to perform all required testing activities.
- Civil and track construction activities will be completed by others in accordance with project schedule requirements.
- Project drawings and design documentation provided by UTA will be suitable for construction without major revision.
- Any traffic control and flagging will be provided by others.

Exclusions

- All track construction and civil construction activities.
- Any work not expressly described within this scope of work.
- Provision of spare parts beyond installed materials.

Project Schedule

RMSS will submit the project schedule upon execution of the approved Task Order.

This proposal is valid for 60 days, unless extended in writing by RMSS.
If you need any additional information, please don't hesitate to contact us.

Sincerely,

Skylar Baxter
Field Engineer
Rocky Mountain Systems Services

cc:
Marshall Wilson – RMSS
Josh Lafleur – RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

UTA - On Call 52-720

PTO 057 - Yellowstone INT Switch Machines

Task Order Estimate Summary

ROCKY MOUNTAIN SYSTEMS SERVICES

3/4/2026

Materials	**$**	**141,114.02**
Administrative	**$**	**19,630.00**
Construction/Testing	**$**	**89,492.00**
Other Costs and Fee	**$**	**37,493.71**
Total:	**$**	**287,730.00**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Hal Johnson, Innovative Mobility Solutions Director
Shaina Quinn, Innovative Mobility Solutions Program Manager

TITLE:

Change Order: On Demand Technologies Master Service Agreement Service Order No. 9 - Adding North Utah County Service Area (River North Transit, LLC / Via)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Service Order 9 of Contract 20-03399 and associated disbursements with River North Transit, LLC (DBA Via) in the not-to-exceed amount of $3,463,509 for the new North Utah County Microtransit Zone.

BACKGROUND:
Microtransit, branded as UTA On Demand, has emerged as an effective coverage solution that complements fixed route bus and train service. UTA has contracted with River North Transit, LLC (Via) through a five-year Master Services Agreement (MSA) to expand microtransit services and programs (UTA Contract 20-03399).

This contract was originally approved by UTA's Board of Trustees on August 25, 2021. The original MSA was approved as a zero-dollar contract, but with a Board-approved estimated maximum MSA value of $32,761,486. The estimated maximum contract value has increased as service order not-to-exceed (NTE) values increased beyond the original approved estimate. Most recently, the estimated MSA maximum contract value was approved on December 18, 2024, for $65,647,075.

A series of service orders have been issued on the MSA over time as follows:

1. Add SLC Westside zone
2. Renew Southern Salt Lake County zone
3. Add South Davis County zone

4. Renew Software as a Service for Tooele County zone
5. Renew Southern Salt Lake County and South Davis County zones
6. Model microtransit simulation zones for a planning study
7. One-time vehicle enhancements including Utah license plates and video cameras
8. Add West Provo Orem zone

The proposed 9th service order would add a new North Utah County microtransit service area (Zone #583), as identified in UTA's Long-Range and Five-Year Service Plans.

DISCUSSION:
This service is 100% funded by the Utah Department of Transportation (UDOT) and Utah County through forthcoming Master Transit Agreements.

On March 11, 2026, the Board of Trustees authorized the resolution amending 2026-2030 5-Year Capital Plan (R2026-03-03) and the 2026 Operating Budget (R2026-03-04). These resolutions permitted the operating budget and capital plan spending the authority needed for the agreement.

This 9th service order bridges a procurement transition and provides UTA On Demand service from August 16, 2026, to June 30, 2027. This 11-month term aligns with the current Via MSA and includes a six-month extension to ensure service continuity while a new agreement is finalized for 2027.

Microtransit service complements fixed-route transit by offering additional mobility options and covering transit gaps within communities. The UTA On Demand app prioritizes bus and train trips when they are the faster and more convenient option. Notably, this microtransit zone will be the first area launched with distance caps to optimize the service.

Innovative Mobility Solutions will submit annual service orders per the 5-Year Service Plan for additional hours and vehicles as needed.

CONTRACT SUMMARY:

Contractor Name:	River North Transit, LLC (DBA Via)
Contract Number:	20-03399-9
Base Contract Effective Dates:	August 16, 2026 - December 31, 2026
Extended Contract Dates:	January 1, 2027 - June 30, 2027
Existing Contract Value:	$56,658,069
Amendment Amount:	$3,463,509
New/Total Contract Value:	$60,121,578
Procurement Method:	RFP
Budget Authority:	Approved 2026 Operating Budget

ALTERNATIVES:
If UTA were to determine not to support microtransit service in the future, UTA will develop a transition plan and updates to the Five-Year Service Plan to support any associated changes.

FISCAL IMPACT:
This service is 100% funded by Utah County and UDOT through forthcoming Master Transit Agreements. While UTA contracts directly with Via for operations, the partners reimburse UTA monthly for all actual costs plus an operations support fee.

- 2026 Service Order Total: $1,346,920
- 2027 Service Order Total: $2,116,589

Total Existing Contract Value: $56,658,069
Service Order Total Cost: $3,463,509 Account # 6650.50353.92

New Total Contract Value: $60,121,578

ATTACHMENTS:
- Change Order: On Demand Technologies Master Service Agreement Service Order No. 9 - Adding North Utah County Service Area (River North Transit, LLC / Via)

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

SERVICE ORDER NO. 9 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-9

SERVICE ORDER NO. 9
UTA ON DEMAND – NORTH UTAH COUNTY SERVICE AREA

1. Purpose

On September 1, 2021, each of River North Transit, LLC ("**Via**") and the Utah Transit Authority ("**UTA"** or **"Customer**"), hereinafter collectively referred to as the "**Parties**," entered into an agreement entitled On-Demand Technologies and Innovative Mobility Services (the "**MSA**"). Through this Service Order No. 9 (the "**Service Order**"), with **an Effective Date** of April 1, 2026, the Parties have agreed to collaborate towards the initiation of UTA's demand response transit service (hereafter the "**Deployment**") in Northern Utah County through June 30, 2027.

Via will provide UTA with technology and technology-enabled integration services (the "**Services**"), acting as a broker coordinating the services of third party service providers to effectuate the Deployment. Via will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Via's Services will include:

- A Transportation as a Service (TaaS) solution as defined within the MSA;
- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using UTA's service ("**Riders**") to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company ("**Vehicle Partner**") to provide access to vehicles on a rental basis to independent contractor driver partners ("**Driver Partners**") who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Data sharing and reporting as described herein.

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

Conflicts between this Service Order and any other terms and conditions or written agreements between the Parties, including the MSA, shall be resolved in favor of this Service Order.

2. Duration & Launch Date

The duration of the Deployment shall last for a period of 11 (eleven) months, until June 30, 2027, inclusive, following the Effective Date (the "**Initial Term**").

Service operation of the Deployment will begin on UTA's August 2026 change day, scheduled for August 15, 2026, unless Via and UTA define an alternative mutually agreeable date in writing ("**Launch Date**"). UTA will provide to Via written notice to proceed no later than June 15, 2026 in order to Launch the Deployment on the intended Launch Date. For the avoidance of doubt, notice to proceed can only be written by UTA once the contract and appendices (including the Service Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, Via will commence local preparation for launch ("**Launch Preparation Period**").

3. Fees

Any new regulatory fees imposed by a governmental entity related to the Services will be charged as a pass-through cost contingent on UTA's advance agreement which will not be unreasonably withheld or delayed. UTA will have the option of decreasing other Services or expenses in order to off-set these additional fees. Any remaining contingency funds will remain with UTA and will decrease the not-to-exceed amount at the end of the contract.

4. Service Parameters

Pursuant to the MSA and in accordance with Appendix A and B, Via will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis and dedicated vehicles will be offered by the Vehicle Partner to Driver Partners on a rental basis. The Parties may add additional service zones through future amendments to Appendix A, B and/or C of this Service Order. Customer may expect per vehicle hour pricing for additional service zones to align with the pricing laid out in Appendix C, provided that the service details in the additional service zones are not significantly different from existing service zones, such as vehicle type, geography, and driver requirements. Additional service zones will also require implementation fees.

Rider Fares: Rider fares and rider fare discounts will be set by UTA. During the duration of the Deployment, discounted and promotional rider fares may be implemented upon mutual agreement between the Parties.

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

Fare Revenue: UTA shall maintain its partner Braintree (or follow-on commercial vendor) account throughout the Deployment and shall collect and own all revenue from service fares ("**farebox revenue**"), net of Braintree service fees, in the account.

Payments: Via will ensure acceptance of Rider payment through the Rider app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Riders may also book trips using a "paper ticket" payment method and will be permitted to ride if the Driver Partner serving that Rider's trip deems the paper ticket valid. Via will also provide a concierge booking service for Riders without smartphones. The concierge service will include a customer payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

Via will ensure the execution of any necessary registrations and licensing to perform the Services, with UTA's cooperation and assistance.

Parking: UTA shall identify and make available a UTA facility, depot, or parking lot ("**Depot/Lot**") with ample overnight parking for the Vehicle Fleet. The Depot/Lot must be in a safe and lighted area inside the boundaries of the service zone and may be owned by UTA or by a UTA partner. Such parking shall not interfere with, nor disrupt, UTA or UTA partner operations. Routine Vehicle Fleet cleaning may be performed at the Depot/Lot and no vehicle maintenance will be performed at the Depot/Lot that would otherwise require mechanical services. In the event the Depot/Lot has secured access, Vehicle Partners and Driver Partners will comply with UTA or UTA partner standard operating procedures when accessing and using the Depot/Lot.

Additional Waiver of Claims and Indemnification Regarding Stored Vehicles

In addition to the agreements and obligations undertaken in Section 19 of the MSA, Via agrees to waive any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, and to also obtain waivers from its independent contractor Driver Partners for any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, for damage to vehicles stored in Depot/Lot, provided that the requirements in Section "Parking" above are met by UTA or a UTA partner as applicable.

5. Project Team & Governance

Via will be responsible for the integration of all relevant elements of the Deployment on a continuous basis during the course of the Deployment and will designate a project manager for this purpose (the "**Via Project Manager**") who will lead Via's Project Team. UTA will designate a project manager to be the primary point of contact with Via throughout the duration of the

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

Deployment (the "**UTA Project Manager**"). The Via Project Manager will be in regular contact with the UTA Project Manager through informal and scheduled project meetings.

The Via Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the UTA Project Manager on an ongoing basis. The Via Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Deployment, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Via Project Manager will have no power to serve notice or amend the Agreement, or this Order.

During the course of the Deployment, Via's Project Team, led by the Via Project Manager, will liaise with the UTA Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Via will source Driver Partners to provide transportation services to UTA through the Platform.

Via will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated as defined within the MSA. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Via with the following areas covered: familiarization with the Deployment service areas; hours of service; UTA's expectations; use of the Driver App; and reporting incidents and delays in service.

Throughout the Deployment, Via will review comments and ride reviews from customers submitted through the UTA On Demand application to identify opportunities for service improvements and address concerns over Driver Partner behavior and performance.

Via will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

Via will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform. In addition, Via will provide live translation services to customer using their call center in order to communicate with those who have limited English proficiency. Live support for Driver Partners and riders will be provided during service days/hours. Driver Partners and riders may call or text into the service during service days/hours

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

and will receive prompt response to their inquiry. Riders may also email into the center 24/7 with inquiries about the service and will typically receive a response to their inquiry within 24 hours.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff.

8. Marketing, Promotions, & Press

Via shall work closely with UTA to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Deployment, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Via and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by UTA.

All UTA-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Via before distribution. Via requests a minimum review time of five (5) working days for all such requests.

9. Service Goals and Objectives

The Parties agree to collaborate towards the achievement of service goals and objectives. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review progress toward their agreed goals and objectives.

10. Data Sharing & Reporting

Via will share data from the Deployment, including data required for the National Transit Database (NTD) Form S-10. Deployment Data shall be made available in formatted numerical and graphical reports. The Parties recognize that in order to determine the effectiveness of this Deployment,

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

UTA may have the need to collect additional data ("**Additional Data**"). Via agrees to cooperate with UTA in obtaining and compiling such data as requested by UTA.

Deployment Data is considered Via-proprietary and confidential and is subject to the confidentiality and other protective provisions set forth in this Service Order and the MSA unless such protection is not allowed under the Utah Government Records Management Act.

Any Additional Data shall be considered Via-proprietary and confidential unless otherwise mutually agreed by the Parties in writing. The Parties agree to consider in good faith whether or not such data is public or proprietary and cooperate in appropriately protecting any data which is considered to be Via proprietary.

11. Timing; Scope

This Service Order shall enter into effect on April 1, 2026. All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order is in conflict with the general terms of the MSA, the specific term in this Service Order shall take precedence. This Service Order does not change any other provision of the MSA. The MSA and all amendments and addendums remain in full force and effect.

This document contains business information which Via claims to be confidential and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order No. 9 to be executed in duplicate as of the date first herein written.

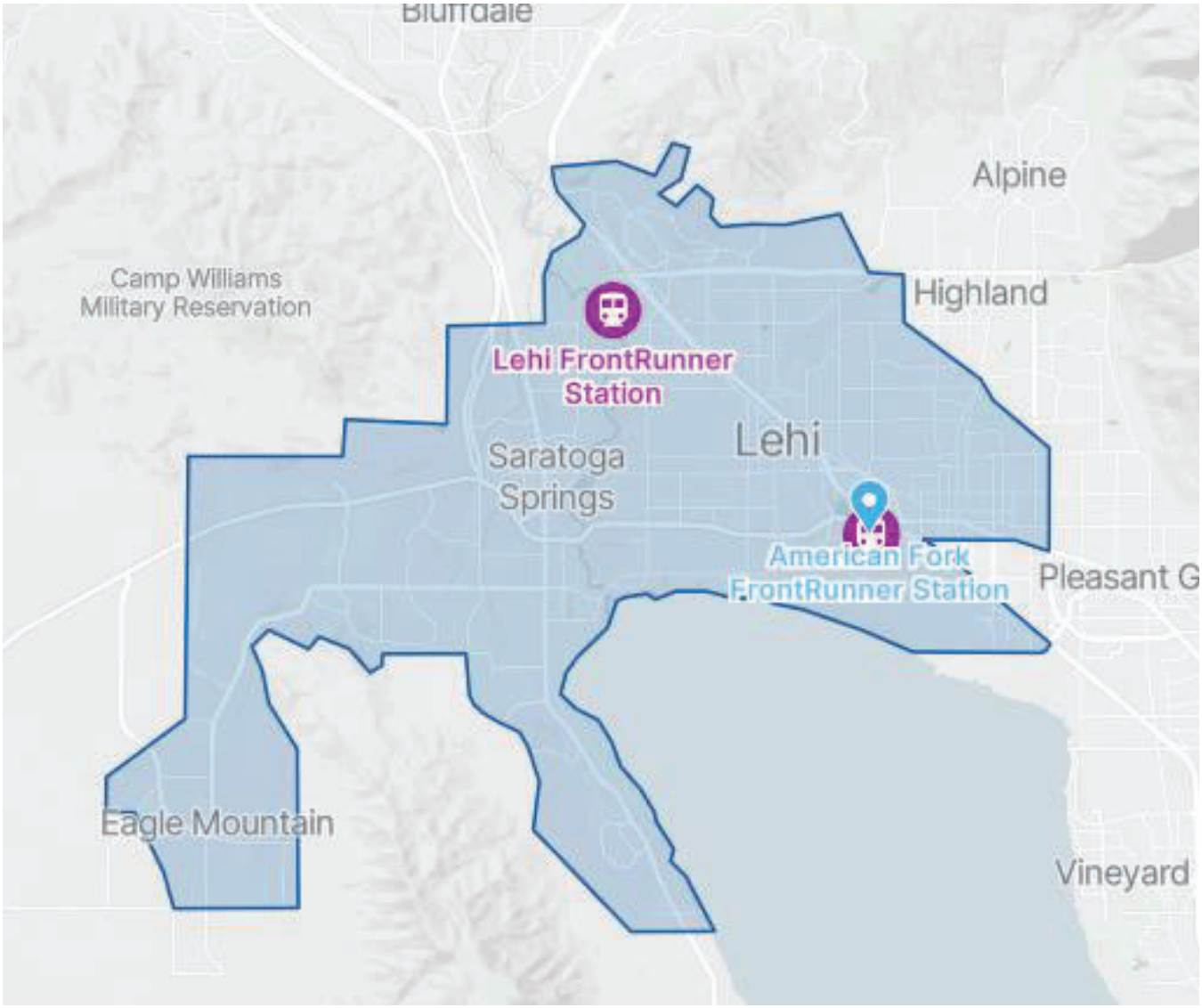
Via: River North Transit, LLC	Customer: Utah Transit Authority
Signed by: Alex Lavoie 3/17/2026 04EC418E293B4AE... Alex Lavoie Manager or River North Transit, LCC	Jay Fox Executive Director Nichol Bourdeaux Chief Planning and Engagement Officer Hal Johnson Director, Innovative Mobility Solutions DocuSigned by: Mike Bell 3/17/2026 70E33A415BA44F6... Mike Bell Assistant Attorney General UTA Counsel

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

Appendix A

UTA On Demand by Via – Northern Utah County

Deployment Service Area



Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

Appendix B:
Deployment Parameters

The Parties agree to the following Deployment Parameters. Upon mutual agreement, the Parties may agree to subsequent modifications of these Parameters during the term of this Agreement.

- **Deployment Service Zone:** Approximately 77.2 square miles coverage zone in North Utah County, Utah.
- **Service Days/Hours:** The Deployment's operating hours shall be Monday through Saturday, 6:00am to 9:00pm in North Utah County.
- **Vehicle Fleet:** For North Utah County, Via's Vehicle Partner will offer a fleet of up to sixteen (16) branded, licensed, and insured vehicles, eight (8) of which will be Americans with Disabilities Act (ADA)-compliant Wheelchair Accessible Vehicles (WAV), to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Of the sixteen (16) total vehicles, four (4) vehicles shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement. Fleet size and composition of WAVs and non-WAVs may be adjusted based upon mutual agreement of the Parties as the service grows. As electric charging infrastructure becomes available, Via agrees to transition to a mix of electric or hybrid vehicles, with all associated vehicle costs included in the current hourly rate service fees.
- **Distance Caps:** UTA may implement distance caps, which limit how far a rider can travel, to optimize the service based on parameters set at its discretion.
- **TNC Overflow:** UTA may direct ride requests to brokered TNC services based on parameters set at its discretion.

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

Appendix C:
Service Fees

The table below outlines the payment structure, in which UTA would be charged a price per driver hour. Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees. The Deployment shall include a fleet of vehicles as described in Appendix B, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed that listed in this Appendix C, "Not-to-Exceed Fees," of $3,463,509 including contingency and marketing for the 11-month duration of this Service Order (through June 30, 2027).

The table below also documents a contingency budget, which the Parties may agree in writing to use in the event that the demand for the service exceeds forecasts.

Via | Expansion Proposal for UTA



Via will separately invoice UTA for marketing expenses incurred and as authorized by UTA under Section 8 of the Service Order. Via will charge its standard labor rate of $150.00 per hour for internal marketing labor cost. All other marketing expenses will be passed through at cost. The total combined marketing expenses incurred by Via and UTA shall not exceed $20,000 per year.

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved.

UTA will be billed for the above fees as described below. Driver hours will be billed as incurred at the end of each month. UTA shall pay the following fees to Via:

Ongoing Invoice Fees

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

UTA shall pay the following fees to be invoiced monthly by Via on or around the 15th of each month:

2026 (September 1, 2026 – December 31, 2026): [redacted] per driver hour in ongoing project costs, to include driver partner pay, vehicle rental and wheelchair-accessible vehicle (WAV) costs, live customer support, and project operations

2027 (January 1, 2027 – December 31, 2027): [redacted] per driver hour in ongoing project costs, to include driver partner pay, vehicle rental and wheelchair-accessible vehicle (WAV) costs, live customer support, and project operations

The above per vehicle hour amounts includes and account for fixed costs incurred in the provision of the services. Such costs will be treated as a pass-through and identified in the invoice statement provided to Customer for transparency but does not constitute an increase in the per vehicle hour rate amounts set forth above. Examples of these costs may include, but are not limited to (i) fuel, (ii) vehicle cleaning and/or (iii) the portion of a Driver partner's compensation which corresponds to their vehicle rental costs.

Should changes in inflationary environment, applicable federal, state, or local law result in a significant change in Via's costs, either an increase or decrease, Via or UTA may opt to renegotiate the ongoing on-demand service hour fees or level of service obtained.

Docusign Envelope ID: 51AE72A3-62A5-4D27-ABC9-C526388E0177

Appendix D:
Service Goals and Objectives

UTA and Via will collaborate towards the service goals and objectives for the Deployment as noted below. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review service performance metrics, track progress toward the goals listed below, and, as appropriate, to jointly re-assess strategies to ensure the Deployment's long-term success.

Objectives:

- Attract and build new ridership to promote the use of public transit rather than single-occupancy vehicle automobile trips
- Provide new mobility options for residents of the Northern Utah County
- Support connections to UTA fixed route services and other popular locations for the residents of the neighborhoods served
- Provide support to UTA and local jurisdictions inside the Deployment Service Area to stimulate the local economy and small businesses
- Build brand recognition and awareness for UTA On Demand

Goals:

- Ridership growth: Estimate between 2% and 10% growth each year, each zone
- On-time performance: 90% of bookings "picked up" no later than 5 minutes after the planned pickup time provided to the customer at the time of booking ("Actual Planned Pickup Time" compared to "Original Planned Pickup Time")
- Service quality: No more than 3% of customer booking requests receive a "seat unavailable" error, on average (at least 97% average "Met Demand")
- Service efficiency: Average service utilization between 2.0 and 5.0 (customers per vehicle hour) based on completed passenger trips per driver shift hour
- Cost efficiency: Average cost per ride $20.00 or lower
- Wait time: Average wait time between 15 and 20 minutes from booking to pickup

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:
Pre-Procurements

- **Facility Strategic Plan: Electrical Systems Remediation**
- **Bombardier Bi-level HVAC Unit Overhaul and Modernization**

AGENDA ITEM TYPE:
Pre-Procurement

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
Utah's Public Transit District Act requires all contracts valued at $250,000 or greater to be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:
Facility Strategic Plan: Electrical Systems Remediation

The Facility Development Department is seeking to contract with a firm to provide recommendations for design, construction, and installation of electrical equipment at eight (8) UTA facilities.

This procurement is for a Progressive Design Builder (PDB) that would be able to evaluate the most efficient and effective solution on a case-by-case basis.

This procurement will be conducted as an Request for Quote (RFQ), where contract award will be given to the most qualified vendor. The term of the contract will be a four (4) year base with one (1) 1-year option for extension.

Funding for this procurement is included in the 2026 approved Capital budget under FMA699. (PMs- Sean Murphy, Matthew Duncan)

Bombardier Bi-level HVAC Unit Overhaul and Modernization

The Capital Vehicles Department is seeking to contract with a vendor to overhaul and modernize all HVAC units on UTA's Bombardier Bi-Level commuter rail fleet. The work includes rebuilding the units, replacing obsolete components, upgrading control systems, and converting all units to a common refrigerant fluid. The goal is to improve reliability, simplify maintenance, and extend the service life of the equipment by at least 20 years.

This procurement will be conducted as an Request for Proposal (RFP) where technical criteria will be evaluated and scored in addition to price. The term of the contract is projected to be a five (5) year term.

Funding for this project is included in the approved 2026 State of Good Repair budget under SGR391. (PM- Rob Balsamo, Req# 16803)

FISCAL IMPACT:
N/A

ATTACHMENTS:

- N/A

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Planning Director

TITLE:
Sponsored Service: Trolley Bus Service Agreement Amendment No. 2 - (Ogden City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to extend the terms of the Trolley Bus Service Agreement with Ogden City Corporation through UTA 2028 Spring Change Day.

BACKGROUND:
Since 2020, the City of Ogden (City) and the Utah Transit Authority (UTA) have partnered through a bus service agreement to provide the Ogden Trolley (Route 601), connecting the Ogden FrontRunner Station with Downtown Ogden. Under this agreement, the City funded 25% of the service's operating costs, and UTA offered the service with zero fare to customers.

In 2024, UTA and the City entered into a new agreement (24-F0381, approved by the Board of Trustees on March 27, 2024) that extended the zero-fare operations of Route 601 from January 1 through December 31, 2024.

In 2025, UTA and the City executed Amendment No. 1 to the new agreement (24-F0381-2, approved by the Board of Trustees on May 28, 2025) extending the termination date and providing funding for the service through April 14, 2026. Note: Due to an internal numbering error, Amendment No. 1 was numbered 24-F0381-2. No Amendment No. 24-F0381-1 exists.

Additionally, UTA's 2025-2029 Five-Year Service Plan (5YSP) planned for the discontinuation of the Ogden Trolley in April 2026. The 5YSP was amended by the Board of Trustees on October 8, 2025, postponing the discontinuation of the Ogden Trolley until defined and approved in the 2027-2031 5YSP.

DISCUSSION:

Staff will provide an update on the following items:

- Ogden Trolley Performance
- Future service plans including discontinuation of the Ogden Trolley
- Overview of the agreement and amendment

CONTRACT SUMMARY:

Contractor Name	Ogden City Corporation
Contract Number	24-F0381-3
Existing Contract Start/End Dates	January 1, 2024 - April 14, 2026
New Contract Start/End Dates	April 14, 2026 - Spring 2028 Change Day
Current Contract Value to Date	$176,103
Change/Task Order Amount	$186,829
New Total Contract Value	$362,932
Procurement Method	Non-Procurement Agreement
Budget Authority	2026 Operating Budget

FISCAL IMPACT:

- Ogden Trolley (Route 601) annual operating cost: $390,256
- April 2026 - April 2027 City funding: $92,034
- April 2027 - April 2028 City funding: $94,795

ATTACHMENTS:

- UTA Contract No. 24-F0381-3 Trolley Bus Service Amendment 2

AMENDMENT TO CONTRACT AGREEMENT

THIS AMENDMENT TO CONTRACT AGREEMENT is effective the 14th day of April 2026 between Ogden City, a Utah municipal corporation ("City") and Utah Transit Authority, a Utah public transit district ("UTA") (the "Parties").

RECITALS

WHEREAS, the City and UTA entered into a trolley agreement effective January 1, 2024, (UTA Contract No. 24-F0381) which was subsequently amended to establish a termination date of April 14, 2026; (UTA Contract No. 24-F0381-2) and;

WHEREAS, the Parties now desire to further extend the agreement and establish pricing for the extension period;

NOW THERFORE , the Parties hereto do mutually agree as follows:

1. Extension. The agreement is hereby extended through UTA's 2028 Spring Change Day, (April 2028). UTA's 2028 Spring Change Day has not yet been specified however UTA will provide notice of the specific date no later than January 1, 2028.
2. Payment. Payment shall be $92,034 for the period beginning April 15, 2026, through April 14, 2027; and $94,795 for the period beginning April 15, 2027, through April Change Day 2028. These amounts represent a 3% annual increase.
3. All other terms and conditions of the Agreement as amended, shall remain in full force and effect,

IN WITNESS WHEREOF, the Parties hereto execute the foregoing instrument as of the day and year first written above.

OGDEN CITY CORPORATION

Mara Brown (Apr 7, 2026 12:44:18 MDT)

Name: Mara Brown
Title: CAO
Date: 04/07/2026

Tracy Hansen

Name: Tracy Hansen
Title: City Recorder
Date: 04/07/2026

Name:
Title:
Date:

UTAH TRANSIT AUTHORITY

Jaron Robertson
Planning Director
Date:

Nichol Bourdeaux
Chief Planning and Engagement Officer
Date:

Michael L. Bell

Mike Bell
UTA Legal Counsel
Date: 04/07/2026

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director

TITLE:

Fare Agreement: Special Events Agreement for Ogden Twilight Concert Series (Ogden Twilight LLC)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute a Special Events Agreement with Ogden Twilight LLC for the Ogden Twilight Concert Series.

BACKGROUND:
UTA has historically partnered with Ogden Twilight LLC to offer ticket-as-fare to the Corporation's Twilight Concert Series. The partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid services include Bus, TRAX, Frontrunner, Streetcar, BRT and Microtransit. Paratransit eligibility applies.

DISCUSSION:
Staff recommends continuing to partner with Ogden Twilight LLC to offer the Special Events Pass Agreement for their Twilight Concert Series. FrontRunner does not operate on Sundays. For this reason, UTA will only contract for concerts held on days other than Sundays. The pricing for the 2026 concert series will be $14,691.

This pricing is calculated based on a standard formula which uses historical trip data obtained from the automated passenger counter system. The trip count from historical data, and other variables such as event location and time of day, are used to forecast trips for the event. The fare rate ($3.75 group pass rate) is multiplied by the forecasted trips.

CONTRACT SUMMARY:

Contractor Name:	Ogden Twilight LLC
Contract Number:	26-F28357
Base Contract Effective Dates:	June 1, 2026 through October 7, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$14,691
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement and forego the additional revenue.

FISCAL IMPACT:

The $14,961 represents fare revenue for the period June through October 2026.

ATTACHMENTS:

- Fare Agreement: Special Events for Ogden Twilight Concert Series (Ogden Twilight LLC)

Docusign Envelope ID: C151F44C-9996-4613-B879-07DF1D9A746C

UTA Contact No.: 26-F28357

SPECIAL EVENTS PASS AGREEMENT
Ogden Twilight LLC

This Special Events Pass Agreement ("Agreement") is entered into on this 26th day of March 2026, by and between Ogden Twilight LLC, a Utah LLC whose address is 541 26th St., Ogden, UT 84401 ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA hereafter collectively referred to as the "parties" and either of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, Sponsors hosts a Twilight Concert Series on 10 individual dates from June 9, 2026 through October 7, 2026.

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Twilight Concert Series using UTA's transit system.

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending its Twilight Concert Series.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreements, 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. **Twilight Concert Pass Program.** The Parties agree to establish a Twilight Concert Pass Program whereby Sponsor purchases transit passes for ticket holders to its Twilight Concert Series (the "Special Event Transit Pass").

2. **Authorized Users.** Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Twilight Concert Series ticket holders ("Authorized Users") attending concerts at the Ogden Amphitheater in 2026. Sponsor agrees to provide UTA with the final event dates and start times by May 1, 2026.

3. **Price**. Sponsor shall pay UTA the base purchase price:

Base Price	Authorized Users (Tickets Holders)
$14,691	44,203

Docusign Envelope ID: C151F44C-9996-4613-B879-07DF1D9A746C

Sponsor shall also provide 30 General Admission tickets to UTA, which entitle the bearers to the General Admission section. The donated tickets as listed above will be delivered no later than one (1) week prior to the start of the first show of the concert series. The donated tickets will be utilized for transit promotional purposes. Any remaining donated tickets or other promotional material may be distributed by UTA to its employees. Please deliver passes to:

UTA Transit Authority – Meadowbrook Office
Attention: Fares Director
3600 South 700 West
South Salt Lake, UT 84119

4. **Pass Recognized as Fare Payment.** An Authorized User's ticket to a Twilight Concert shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit "A" (the "UTA Logo") and (2) used for fare payment on the date of the concert stated on the ticket. The Special Events Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, Express Bus Routes, and Microtransit on the day of the concert. The Special Events Transit Pass shall not be recognized as fare payment on Ski Services. Paratransit Eligibility applies.

5. **Payment.** On or before June 1, 2026, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty (30) days of receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

6. **Use of the UTA Logo.**

a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement or a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

b. The UTA Logo shall be used in a professional manner on the Twilight Concert Series main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or

Docusign Envelope ID: C151F44C-9996-4613-B879-07DF1D9A746C

organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise it could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. **Pass Distribution.** Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.

8. **Public Transit Services.** The Parties understand that the transit services being purchased under this Agreement are public transit services. As such, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

9. **Indemnification.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

10. **Termination.** This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Twilight Concert Series ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.

11. **Nondiscrimination.** Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C.§5332.

12. **Third Party Interests.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

Docusign Envelope ID: C151F44C-9996-4613-B879-07DF1D9A746C

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14. **Costs and Attorney's Fees.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

Docusign Envelope ID: C151F44C-9996-4613-B879-07DF1D9A746C

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

SPONSOR

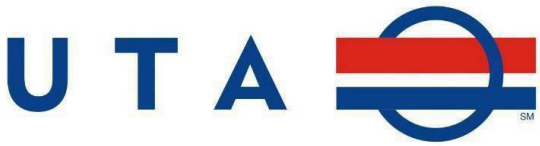
By: DocuSigned by: Jared Allen E3CB204A42214BE...
Name: Jared Allen
Title: Owner/Curator

APPROVED AS TO FORM

By: Signed by: D. James Morgan B720C03671D4489...
Name: D. James Morgan
Title: Assistant Attorney General

Docusign Envelope ID: C151F44C-9996-4613-B879-07DF1D9A746C

Exhibit "A"
UTA Logo



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director

TITLE:
Fare Agreement: Special Events Agreement for Salt Lake Twilight Concert Series (Sartain and Saunders, LLC)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute a contract with Sartain and Saunders, LLC (S&S Presents) for a Special Events Pass Agreement.

BACKGROUND:
UTA has historically partnered with S&S Presents to offer Ticket-as-Fare to the Salt Lake Twilight Concert Series. This Partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid services include: Bus, TRAX, FrontRunner, Streetcar, BRT and Microtransit. Paratransit eligibility still applies.

The concert series will once again take place in 2026, and both Parties desire to partner together to offer Ticket-as-Fare to the event's ticket holders.

DISCUSSION:
Staff recommend continuing to partner with S&S Presents to offer the Special Events Pass Agreement for their Twilight Concert Series. The pricing for the 2026 concert series is $8,175.

The pricing is calculated based on a standard formula which uses historical trip data obtained from the automated passenger counter system. The trip count from historical data, and other variables such as event location and time of day, are used to forecast trips for the event. The fare rate ($3.75 group pass rate) is multiplied by the forecasted trips.

CONTRACT SUMMARY:

Contractor Name	Sartain and Saunders, LLC
Contract Number	26-F28361
Contract Start/End Dates	July 13, 2026 - October 1, 2026
Total Contract Value	$8,175
Procurement Method	N/A
Budget Authority	N/A

ALTERNATIVES

Do not enter into an agreement and forego revenue.

FISCAL IMPACT:

The $8,175 represents fare revenue for the period July through October 2026.

ATTACHMENTS:

- Fare Agreement: Special Events for Salt Lake Twilight Concert Series (Sartain and Saunders, LLC)

Docusign Envelope ID: 887A7138-4FB4-4E99-9162-D5BDC0D004FE

UTA Contract Number: 26-F28361

SPECIAL EVENTS PASS AGREEMENT
Sartain and Saunders, LLC

This Special Events Pass Agreement ("Agreement") is entered into on this 27 day of March 2026, by and between the Sartain and Saunders, LLC a Utah LLC whose address is 350 E 400 S #301 Salt Lake City, UT 84111 ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA may be collectively referred to as the "parties," and either of the parties may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, Sponsor hosts a Salt Lake Twilight concert series on a weekly basis from July 13, 2026 through October 1, 2026 (collectively, the "Concert Series").

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Concert Series using UTA's transit system.

WHEREAS, the parties desire to establish a program in which Sponsor is authorized to purchase transit passes for those attending its Concert Series.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **Twilight Concert Pass Program**. The Parties agree to establish a Concert Pass Program through which Sponsor purchases transit passes for ticket holders to the Concert Series (the "Special Event Transit Pass").

2. **Authorized Users**. Upon the terms and conditions contained in this Agreement, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Concert Series ticket holders ("Authorized Users") attending Concert Series events in 2026. Sponsor agrees to provide UTA with the final event dates and start times by June 1, 2026.

3. **Price**. Sponsor shall pay UTA the base purchase price as follows:

Concert Series	Base Price	Authorized Users (Tickets Holders)	Venue
Salt Lake Twilight	$8,175	40,000	Gallivan Center and Civic Center

Docusign Envelope ID: 887A7138-4FB4-4E99-9162-D5BDC0D004FE

Sponsor shall also provide, via donation:

a. Twilight Concert Series: 20 VIP Sponsor badges to UTA entitling the badge holders to non-alcoholic beverages and seating in a reserved VIP section and 20 VIP Guest badges entitling the guest badge holders access to the reserved VIP sponsor section and hospitality area.

The donated tickets listed will be delivered to UTA no later than one (1) week before each event's start date and will be utilized for transit promotional purposes. Any remaining donated tickets or other promotional material may be distributed by UTA to its employees. Please deliver passes to:

Utah Transit Authority - Meadowbrook Office
Attention: Fares Director
3600 South 700 West
South Salt Lake, UT 84119

4. **Pass Recognized as Fare Payment**. An Authorized User's ticket to a Concert Series event shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, a copy of which is attached to this Agreement as Exhibit "A" (the "UTA Logo") and (2) used for fare payment on the date of the Concert Series event stated on the ticket. The Special Events Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, Express Bus Routes, and Microtransit on the day of the Concert Series event. The Special Events Transit Pass shall not be recognized as fare payment on Ski Service. Paratransit Eligibility applies.

5. **Payment**. On or before June 1, 2026, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty (30) days of receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement that remain unpaid within thirty (30) days from the due date indicated on the invoice.

6. **Use of the UTA Logo**.

a. The UTA Logo, which is attached to this Agreement as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement, a limited and revocable license to use or print the UTA logo as specified in this Agreement. The interpretation and enforcement (or lack of interpretation and enforcement) of these terms and conditions, and compliance, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official UTA color of blue and red.

b. The UTA Logo shall be used in a professional manner on the Concert Series' main entrance, VIP area, stage banners, website, posters, and in print advertising for the Concert Series.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that (1)

Docusign Envelope ID: 887A7138-4FB4-4E99-9162-D5BDC0D004FE

discredits UTA or tarnishes its reputation and goodwill; (2) is false or misleading; (3) violates the rights of others; (4) violates any law, regulation, or other public policy; (5) or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship, or certification by UTA of Sponsor, Sponsor's business or organization, Sponsor's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or its use beyond the terms and conditions set forth in this Agreement. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request from Sponsor samples of its use of the UTA Logo from which UTA may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions set forth in this Agreement, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. **Pass Distribution**. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.

8. **Public Transit Services**. The Parties understand that the transit services being purchased under this Agreement are public transit services. As such, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

9. **Indemnification**. Each party to this Agreement agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents, or employees to the full extent required by law, and further agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to it under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

10. **Termination**. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Either party, in its sole discretion, may terminate this Agreement by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Concert Series ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.

11. **Nondiscrimination**. Sponsor agrees that it shall not exclude any individual from

Docusign Envelope ID: 887A7138-4FB4-4E99-9162-D5BDC0D004FE

participation in or deny any individual the benefits of this Agreement on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of Title 49 U.S.C. §5332.

12. **Third Party Interests**. No person who is not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. **Entire Agreement**. This Agreement contains the entire agreement between the parties for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions stated in this Agreement.

14. **Costs and Attorney's Fees**. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party in such legal action, including reasonable attorney fees and court costs, shall be paid by the non-prevailing party.

Docusign Envelope ID: 887A7138-4FB4-4E99-9162-D5BDC0D004FE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

SPONSOR

By: _____ S&S PRESENTS
Name: Nic Smith
Title: CEO

APPROVED AS TO FORM:

By: Signed by: James Morgan B720C936718448...
Name: James Morgan
Title: Assistant Attorney General

Docusign Envelope ID: 887A7138-4FB4-4E99-9162-D5BDC0D004FE

Exhibit "A"
UTA Logo



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director
Katie Morrison, Communications Director

TITLE:
Complimentary Fare: Transit Passes for 2026 APTA Bus Roadeo and Mobility Conference

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve the request to issue two thousand seven hundred (2,700) Complimentary Passes for the 2026 APTA Bus Roadeo and Mobility Conference.

BACKGROUND:
UTA is proud to host the International Bus Roadeo and Mobility Conference May 14-20th, bringing transit professionals from across the country around the world to Utah. This event celebrates excellence in transit operations, maintenance, safety, and innovation. It's an opportunity to showcase the professionalism, skill, and teamwork that define public transportation, and to highlight UTA as a leader in the industry.

Under the Board of Trustees Policy 4.1 and UTA Fare Policy, Complimentary Passes may be provided for transit related collaboration with partners and stakeholders.

DISCUSSION:
A complimentary day pass will be issued to APTA Bus Roadeo participants and Mobility Conference attendees.

The full premium value of the passes was used in determining the total complimentary value of the request as follows:

1 day x $10.00 per day x 2,700 passes = $27,000

ALTERNATIVES

Do not provide complimentary passes to participants.

FISCAL IMPACT:

UTA will forego a maximum potential value of $27,000 in fare revenue.

ATTACHMENTS:

- None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Annette Royle, Chief of Board Strategy and Governance
PRESENTER(S): Jana Ostler, Director of Board Governance

TITLE:
Complimentary Fare: Transit Passes for UTA Local Advisory Council Members through December 2026

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve the request to extend complimentary transit passes for Local Advisory Council members, alternates and their dependents through December 31, 2026.

BACKGROUND:
The Utah Public Transit District Act established the UTA Local Advisory Council (LAC) in 2018. As authorized by Board Policy 4.1 Fares, members of the Nine-member Council, along with their alternates and dependents, have been issued complimentary transit passes for use during their term of service. In 2026, SB197 changed the governing structure of UTA, eliminating the Local Advisory Council effective July 1, 2026.

DISCUSSION:
In recognition of LAC members' service to UTA and continued advocacy and engagement with transit, staff propose that instead of allowing the Advisory Council members' transit passes to expire on June 30, 2026, council members', alternates', and dependents' transit passes be extended to December 31, 2026. Board Policy 4.1 Fares requires the Board of Trustees to approve complimentary passes that exceed $5,000 in value.

ALTERNATIVES
The Board may choose not to extend the LAC members' complimentary transit passes and allow the passes to expire at the end of June 2026.

FISCAL IMPACT:

The estimated value of passes for LAC members, alternates, and their dependents for 6 months is $29,580 based on the monthly premium pass rate of $170 per person per month. When considering the estimated usage of the passes, the potentially foregone revenue is far less than the premium pass rate.

ATTACHMENTS:

- None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Office
PRESENTER(S):	Brian Reeves, Associate CFO Kensey Kunkel, Project Manager

TITLE:

Next Generation Fare Collection System Update

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
In 2023, the UTA Board of Trustees authorized the Executive Director to enter an agreement with Scheidt & Bachmann to replace UTA's electronic fare collection system. The scope for this contract is to deliver supportable fare system hardware, including new ticket vending machines, new validators on all buses and on all rail platforms, and new hand-held fare inspection devices. This hardware, along with the mobile fare solution and open payment, will be integrated with the new account-based back-office system to simplify fare payment for our riders. The contract is a multi-year, phased approach contract:

- Phase 1: Replacement of all ticket vending machines
- Phase 2: Replacement of the validators on buses and at rail stations
- Phase 3: Replacement of the multi-platform system with one integrated fare payment platform
- Phase 4: Introduction of open payment, as well as completion of all the system integration activities leading to final system acceptance
- Phase 5: Introduction of mobile fare payment through apple and google wallets

UTA is currently operating in Phase 2, Phase 3, and Phase 4. With the introduction Phase 5, the project

completion is estimated to be in the first quarter of 2028, previously the first quarter of 2027.

DISCUSSION:
Brian Reeves, Associate CFO, and Kensey Kunkel, Project Manager will provide an update on the next generation fare collection replacement project.

ALTERNATIVES:
NA

FISCAL IMPACT:
NA

ATTACHMENTS:
NA

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/22/2026

TO: Board of Trustees
FROM: Jay Fox, Executive Director
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

TITLE:
Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):

- **Pending or reasonably imminent litigation**

AGENDA ITEM TYPE:
Closed Session

RECOMMENDATION:
Approve moving to closed session in accordance with Utah Code 52-4-205 (1).

BACKGROUND:
The Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:
The purpose of this closed session is to discuss:

- Pending or reasonably imminent litigation.
    - *See Utah Code 52-4-205 (1) (c)*

ATTACHMENTS:

- N/A