

**AMENDMENT NO. 1
TO THE
FRONTRUNNER DOUBLE TRACK PROJECT
FUNDING AND REIMBURSEMENT AGREEMENT
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION
AND THE UTAH TRANSIT AUTHORITY**

This Amendment No. 1 (“**Amendment No. 1**”) to the FRONTRUNNER DOUBLE TRACK PROJECT FUNDING AND REIMBURSEMENT AGREEMENT dated March 1, 2024 (“**Reimbursement Agreement**”), to be effective as of _____ (the “**Effective Date**”), is made between the Utah Department of Transportation (“**UDOT**”), an agency of the State of Utah, and Utah Transit Authority (“**UTA**”), a Utah public transit district (each a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. The Parties entered the Reimbursement Agreement in connection with the Project (as defined in Section 1 below) to satisfy FTA eligibility requirements in connection with FTA grant funding and provide a method for UDOT to reimburse UTA for Project-related work, as the same are stated in the Reimbursement Agreement.
- B. The Parties now desire to amend and supplement the Reimbursement Agreement to update and modify certain matters as stated in this Amendment No. 1, and they therefore now agree to the terms stated in this Amendment No. 1 to be a part of the Reimbursement Agreement as such terms are stated herein.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Amendment No. 1, and for good and valuable consideration based on the mutual promises contained herein, the Parties agree as follows:

1. AMENDING RECITAL B TO MODIFY THE PROJECT DEFINITION.

Recital B of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

- “B. The fixed guideway capital development projects identified in HB 322 include the FR2X project, which is the project designated by UDOT and funded and approved by the Utah Transportation Commission (implemented through FrontRunner Strategic Double Track Project, UDOT Project No. S-ST99(835), PIN No. 20253 and through other project and PIN numbers), to improve the FrontRunner corridor in Davis, Salt Lake, and Utah Counties, Utah through doubletracking and realignment, a new station on the UTA FrontRunner commuter rail system, and a rail vehicle maintenance facility and rail yard, all for the purpose to increase frequency, reliability, and speed to the existing FrontRunner service (the “**Project**”).”

2. AMENDING SECTION 3 “REQUESTING PROJECT REIMBURSEMENTS” TO MODIFY THE NOT-TO-EXCEED BUDGET AND BIENNIAL NOT-TO-EXCEED AMOUNT.

Section 3.b of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

- “b. Not-to-Exceed Budget. The funds available to pay UTA expenses incurred for the Project are as follows:
- i. UTA PPEs. For the UTA PPEs, the Parties agree that the following is the not-to-exceed amount for all incurred UTA labor hours, Consultant Labor Costs, and Acquired Capital Assets (as defined in Section 3.b.iii.2), as the same are approved by UDOT pursuant to Sections 2 and 3: \$5,763,741.
 - ii. Expenses After Project Development Approval Date. For the period commencing on the Project Development Approval Date and ending on December 31, 2027 (the “**Initial Budget Period**”), the Parties will mutually establish a not-to-exceed budget within the Project Value. A new not-to-exceed budget will be established every two years thereafter until the Project is completed. Prior to December 31, 2027, and every two years thereafter until the Project is completed, UTA will submit to UDOT a development proposal with proposed costs in a form similar to that specified in **Exhibit B** herein to support the process of establishing a new not-to-exceed budget (“Development Proposal”). Each budget will be subject to UDOT’s approval for compliance with the overall Project Value. If, either during the Initial Budget Period or during the course of any subsequent two-year period, it is determined by UDOT or UTA that the budget requires adjustment, the Parties will mutually prepare an amended budget for that period for all UTA activities. Each not-to-exceed budget may include:
 - 1. Reasonable UTA labor hours and reasonable Consultant Labor Costs, as agreed to by UDOT.
 - 2. The costs to acquire assets that will be used over a period of time in connection with the completed Project (“**Acquired Capital Assets**”), including, but not limited to, real property interests. If UTA desires to obtain reimbursement for any Acquired Capital Assets, UTA will obtain UDOT’s prior written approval for each Acquired Capital Asset.
 - iii. Biennial Not-to-Exceed Amount. For the Initial Budget Period, the Parties agree that the following is the not-to-exceed amount for all incurred UTA labor hours, Consultant Labor Costs, and Acquired Capital Assets (as defined in Section 3.b.ii.2), and as the same are approved by UDOT pursuant to Sections 2 and 3: \$19,181,329. UDOT will review and approve these costs. Prior to December 31, 2027, and every two years thereafter, this Agreement will be amended to

establish a new not-to-exceed amount based on the next biennial budget established in accordance with Sections 1.c.ii and 3.b.”

3. AMENDING SECTION 3 “REQUESTING PROJECT REIMBURSEMENTS” TO MODIFY REIMBURSEMENT PROCEDURES.

Section 3.d.i of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

“d. Reimbursement Procedures.

- i. PIN Designation and Form of Invoice Submitted by UTA. UDOT will notify UTA on how to allocate any expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Assets expenses) associated with the Project to the appropriate PIN. UTA will submit with each invoice a cover sheet in the format similar to that specified in **Exhibit C** herein. Each invoice submitted by UTA will contain identifying information for the work performed (including the relevant PIN, project, and contract numbers) and a detailed description of the expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Assets expenses) submitted for reimbursement. Each invoice will also include supporting sheets and other information as requested by UDOT. Each invoice will include only actual and incurred expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Asset expenses) that conform to this Agreement, and an authorized UTA official will sign each invoice to confirm that this requirement has been met. UDOT reserves the right to allocate expenses (UTA labor hours, Consultant Labor Costs, and approved Acquired Capital Assets expenses) associated with the Project to one or more PINs provided that the total expenses allocated across all PINs do not exceed the biennial not-to-exceed amount established in accordance with the Reimbursement Agreement, as amended.”

4. AMENDING SECTION 5 “MISCELLANEOUS” TO ADD THE FOLLOWING PROVISIONS.

Section 5 of the Reimbursement Agreement is hereby removed, replaced and amended as follows:

“5. **MISCELLANEOUS**

- a. Applicable Terms from Base Agreement. This Agreement is subject to the terms stated in the Base Agreement except where this Agreement expressly states that it modifies the Base Agreement. Applicable terms from the Base Agreement include, but are not limited to: Base Agreement Section 8 (Addressing Liability, Dispute Resolution, and Termination); and Base Agreement Section 10 (General Provisions).
- b. Other Project Agreements Apply. The Parties have signed or will sign a number of agreements to govern the Project. This Agreement only governs the matters expressly stated herein. This Agreement does not modify or amend the terms of any other Project

agreement (except to the extent expressly stated in this Agreement). All other Project agreements, which include the Base Agreement, remain fully in effect, and the Parties agree that all Project agreements shall be interpreted in a harmonious manner to act as a single agreement that governs the different aspects of the Project. Clauses in any agreement that is subject to the Base Agreement which state that the document constitutes the entire agreement of the Parties shall be construed to mean that all agreements subject to the Base Agreement together are the entire agreement of the Parties, as if they were written in one document.

c. Additional Terms. The following miscellaneous terms shall apply to this Agreement:

- i. Agreements Prevail over Plans. If a provision contained in the Base Agreement, this Agreement, or any other agreement subject to the Base Agreement is in direct conflict with a provision contained in any plan for the Project, the plan provision shall be subordinate to the conflicting provision in one of such agreements and the relevant agreement shall control.
 - ii. Date of Plans. Plans referenced in this Agreement, or any other Project agreement, shall mean the plan as amended from time to time. The version of a plan that applies to a Project action is the version of the plan that was in effect at the time of such action (except to the extent that the Parties agree otherwise in writing).
 - iii. Survival. The terms stated in this Agreement, or stated in any other Project agreement, which by their nature must be performed after UTA provides UDOT a signed Project Certificate of Acceptance for the Project, shall survive a termination of this Agreement or the other Project agreement.
 - iv. Savings Clause. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement shall not be construed against a drafter.
 - v. Parties' Legal Fees. UTA and UDOT will each pay for their own legal fees and expenses associated with any dispute regarding the Project or arising from any agreements associated with the Project, including this Agreement or any other Project agreement, if such legal fees and expenses are not compensable pursuant to Section 8 of the Base Agreement.
 - vi. Amendments: Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.
- d. Exhibits to this Agreement. The following exhibits are attached to and incorporated into this Agreement, and the Parties agree that they may be updated from time to time without amending this Agreement:

- i. Exhibit A - Flow Down Provisions of the FTA Master Agreement (as updated from time to time);
 - ii. Exhibit B – Form of Scope of Work; and
 - iii. Exhibit C – Form of Invoice Cover Sheet.”
- 6. Except as expressly stated in this Amendment No. 1, the Reimbursement Agreement (which includes any previously executed amendments) is not modified and it shall remain in full force and effect.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 1 to be executed as of the Effective Date by its authorized representative.

UTAH TRANSIT AUTHORITY

UTAH DEPARTMENT OF TRANSPORTATION

Jay Fox
Executive Director
Date: _____

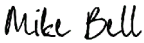
Josh Van Jura
Director of Transit and Trails
Date: _____

Jared Scarbrough
Acting Chief Capital Services Officer
Date: _____

Brian Allen
Transit Project Director
Date: _____

Approved as to Form:

Approved as to Form:

DocuSigned by:

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Michael L. Bell 9/18/2025
Assistant Attorney General (UTA)

Jodi Howick
Assistant Attorney General (UDOT)

EXHIBITS

Pages to follow

Exhibit B**Format of Scope of Work**

A. Task Name	B. Description of Services to be Provided	C. Cost (US\$)
Task 1 UTA General PM Oversight	Many departments at UTA support the project. The main UTA departments that support the project are: Capital Development – General design oversight, construction, project management coordination, environmental clearances and commitment tracking; Operations/Maintenance – operations support, current operations impact, planned operations of completed project, flagging services, field support, station maintenance oversight; Fleet Management – Vehicle procurement and vehicle maintenance support; Public Information – public information support; Property – ROW procurement support;	\$2,695,704
Task 2 UTA Flagging Support	UTA to provide flagging for work being performed on the UTA ROW during the Phase 1 parts of the contract. This includes survey investigation, geotechnical investigation, field design investigation, soil sampling, and other tasks that require access to the corridor.	\$709,746
Task 3 Program Management Consultant Services	UTA currently uses program management consultant services to support its program management activities. These services could include support in any areas described in the UTA General PM oversight Task.	\$6,193,433
Task 4 Preliminary Design/Enviro Consultant Services	Early project development expenses included preliminary design and environmental services.	\$2,654,950
Task 5 Vehicle Consultant Services	UTA uses consultant services to support its vehicle procurement and management tasks.	\$4,057,881
Task 6 UP PE Agreement Obligation	UTA holds a preliminary engineering contract with Union Pacific for their project support for agreements and	\$1,937,546

A. Task Name	B. Description of Services to be Provided	C. Cost (US\$)
	design approvals. These costs are passed through to UDOT.	
Task 7 Direct Expenses	Small direct costs may need reimbursement.	\$19,319
Contingency	10% contingency added to each projected month's expenses for unforeseen services.	\$912,750
Total Initial Budget Period		\$19,181,329

Exhibit C**Format of Cover Sheet for Invoice**

Bill To [Insert address] Attention: [Insert] [Insert any other details including remittance details]	Invoice [Insert Invoice date, number, period billed, project name, PIN, and any other relevant details]
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Summary of Billing by Task

A. Task	B. Authorized Value	C. Current Invoice	D. Previous Billed	E. Total Billed to Date	F. Contract Balance	G. Percent Invoiced
[Tasks or sub tasks listed here will match the ones included in the Scope of Work (see Column A. in Exhibit B hereof)]	[Estimated cost for each task or sub task as listed in Column C of the approved Scope of Work (See Column C. in Exhibit B hereof)]	[Amount billed for each task or sub task for the current invoice period]	[Sum of amounts billed for each task and sub task in previous invoice periods excluding the current invoice period]	[Amount billed to date which is the sum of amount in Column C and the amount in Column D for each task or sub task]	[Difference between the amount in Column B and the amount in Column E for each task and sub task]	[Total Billed to Date amount for each task or sub task (amount in Column E) expressed as a percentage of the Authorized Value for that task or sub task (amount in Column B)]

[Please include relevant supporting documentation following the summary sheet including without limitation itemized list of expenses with receipts, timesheets, and any other information requested by the Department.]