

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
THE REDEVELOPMENT AGENCY OF SALT LAKE CITY FOR THE COOPERATIVE
CONSTRUCTION OF A TRAX STATION AT 650 SOUTH MAIN STREET**

R2020-12-12

December 16, 2020

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

WHEREAS, the Redevelopment Agency of Salt Lake City ("RDA"), and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the RDA has been working with developers to obtain funding for the design and construction of a new TRAX station at 650 South Main Street; and

WHEREAS, the Board of Trustees ("Board") of the Authority is charged with creating and pursuing funding opportunities for transit capital and service initiatives in consultation with other public entities; and

WHEREAS, the RDA and the Authority wish to enter into a Interlocal Cooperation Agreement that provides \$1,986,677 in funding to the Authority for the construction of a new TRAX station at 650 South Main Street.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute the ILA with the Redevelopment Agency of Salt Lake City in substantially the same form as attached at Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the ILA with the Redevelopment Agency of Salt Lake City, as attached as Exhibit A.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 16th day of December 2020.

DocuSigned by:



9F729E1F2C184A...

Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:



8D8A6B67E3AA459...

Secretary of the Authority



(Corporate Seal)

Approved as to Form:

DocuSigned by:



56A03BC7C491482...

Legal Counsel

EXHIBIT A

(Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City)

**CONSTRUCTION AGREEMENT FOR THE
TRAX 650 SOUTH MAIN PASSENGER STATION**

This Construction Agreement (“**Agreement**”) is made and entered into as of the date this agreement is signed by both parties, between the Redevelopment Agency of Salt Lake City, a public entity (“**Agency**”) and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah (“**UTA**”).

RECITALS

WHEREAS, UTA owns and operates the UTA TRAX North/South Light Rail Line (the “**N/S Line**”), a portion of which operates in the center of public roadways in and near Downtown Salt Lake City; and

WHEREAS, the Agency is responsible for adopting and effecting redevelopment and economic development projects within Salt Lake City pursuant to Utah Code §§ 17C-1-101, *et seq.*; and

WHEREAS, the Agency has adopted two project area plans for the redevelopment and economic development of certain neighborhoods in the downtown area of Salt Lake City known as the West Temple Gateway Project Area and the State Street Project Area (the “**Project Areas**”); and

WHEREAS, the Agency has determined that the development of a nearby light rail passenger station is critical to the redevelopment and economic development of the Project Areas; and

WHEREAS, in planning the N/S Line, UTA and Salt Lake City Corporation (“City”) reserved a future TRAX passenger station location in the median of Main Street between 600 South and 660 South (the “Station”); and

WHEREAS, pursuant to the 1997 Fixed Guideway Transit Corridor Agreement between UTA and the City, UTA owns (among other rights) rights to the N/S Line and related access and rights of way where the station will be located; and

WHEREAS, certain property owners near the Station and the Agency are willing to provide the funding as necessary to construct, integrate, and open the Station as part of the N/S Line; and

WHEREAS, on May 19, 2020, UTA and the Agency entered into a Professional Services Agreement regarding the contract management services with respect to the design of the Station; and

WHEREAS, UTA is willing to provide: (a) contract management services with respect to the construction of the Station; (b) systems integration, startup testing, and other work necessary to open the Station; and (c) on-going maintenance and operation of the Station; and

WHEREAS, the parties wish to memorialize their mutual understanding regarding the construction of the Station.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

SECTION 1. DEFINITIONS

“Agreement” means this Construction Agreement regarding the construction of the 650 South Main TRAX Station.

“Applicable Bid Documents” means the request for proposals provided through SciQuest inviting interested offerors to submit a proposal based on a specified statement of work along with applicable terms and conditions.

“Construction Contractor” means the contractor selected to construct the Station pursuant to the Applicable Bid Documents.

“Developer Participation Agreement” means agreements to be entered into between the Agency and Property Owners regarding the Property Owners’ financial contribution to the Project.

“N/S Line” means the original UTA TRAX North/South Light Rail Line operated by UTA originally between Sandy, Utah and the Vivint Smart Home Arena in Downtown Salt Lake City, Utah. The line is now commonly referred to as the ‘Blue Line’ and has been expanded to run from Draper, Utah to the Salt Lake Central Station in Downtown Salt Lake City, Utah.

“Professional Services Agreement” means the agreement between UTA and Agency, recorded on May 19, 2020, regarding the contract management services with respect to the design of the Station.

“Project” means the construction, systems integration, startup testing and other work related to opening the Station as contemplated in this Agreement.

“Project Appeal Committee” means the committee described in Section 5.2.

“Project Dispute Resolution Committee” means the committee described in Section 5.3.

“Project Artwork” means the artwork at the Station that is being designed and selected pursuant to the Professional Services Agreement.

“Property Owners” means certain record property owners whose parcels are adjacent to the Station. The Property Owners include 650 Main Building, LLC; 6th & Main, LLC; 700 South Partners, LLC; and 700 GS, LLC. Property Owners will provide funding for the Station as detailed in the Developer Participation Agreements between Property Owners and the Agency.

“Station” means the new N/S Line station to be constructed and opened pursuant to this Agreement, in the median of Main Street between 600 South and 660 South.

“Technical Working Group” means the group described in Section 5 consisting of UTA, Agency, and Salt Lake City Transportation Division designees that will review and approve the Applicable Bid Documents, the construction contracts, and other matters with respect to the Project, and that will further monitor and control the work of the Construction Contractor.

SECTION 2. PROJECT OBJECTIVES

When UTA built the N/S Line, UTA contemplated the need for a future passenger station at the Station location. However, UTA does not currently have resources available to build out

the Station. Since the completion of the N/S Line, the Agency has made significant investments to redevelop and stimulate economic growth in the neighborhoods surrounding the Station. The Agency and Property Owners have determined that the construction of the Station is important to the continued redevelopment of these neighborhoods and has agreed to assist in funding the Project. UTA will own, operate, and maintain the Station upon Project completion. UTA therefore has a long-term interest in ensuring that the Station is built to the design criteria and operating standards of UTA's entire light rail system. As such, UTA and the Agency have agreed upon an arrangement whereby UTA will procure and manage the contracts necessary to build out the Station. UTA will ensure that the contracts meet UTA's design criteria and operational interests. Agency will have the ability to review and coordinate on matters related to the construction of the Station to ensure that the Station complies with mutually agreed criteria. Both parties understand that there are limited funds to be invested in the Station and that the Station will need to be designed and constructed consistent with the available budget. To the extent permitted by the budget, the parties desire to build the Station in a manner that will maximize the public benefit and utility provided by the Station.

SECTION 3. STATION DESIGN AND PROJECT SCHEDULE

3.1 Station Design

The Station will be designed in accordance with the Professional Services Agreement. A copy of the executed Professional Services Agreement is attached to this Agreement as **Exhibit A** and is incorporated herein by this reference. As set forth in the Professional Services Agreement, the design of the Project is being funded exclusively by the Agency.

3.2 Project Schedule

The schedule for the Project is attached to this Agreement as **Exhibit B** and is incorporated herein by this reference. The parties shall strive to meet the schedule milestones set forth therein. The parties understand that changes may need to be made to the schedule for budget reasons as set forth in Section 4 of this Agreement.

SECTION 4. PROJECT BUDGET

The Project is being funded by the Agency and Property Owners. The Agency will contribute \$230,851 to construction. This amount reflects the Agency's total contribution amount of \$639,601, less \$300,000 for design already dedicated in the Professional Services Agreement, and less \$108,750 for public art already dedicated to be paid by the Agency to the artist. The Property Owners will collectively contribute participation amounts that are intended to cover the estimated \$1,756,826 balance of the agreed-upon construction costs. UTA acknowledges that Agency will be responsible for collecting the Property Owners' participation amounts in escrow prior to construction commencing. UTA and Agency acknowledge that if the Property Owners fail to provide their contribution at least thirty (30) days prior to construction commencing, the Agency cannot solely fund the Project and Agency will provide UTA at least twenty (20) days written notice of its intent to terminate this Agreement. If Agency terminates this Agreement due to the Property Owners failing to provide their full contribution, the Agency, through Property Owners, will reimburse UTA for its reasonable costs of termination. The Property Owners are not third-party beneficiaries to this agreement.

The Agency and Property Owners have anticipated a maximum of \$1,987,677 will be needed for the Project, which includes \$206,500 for UTA's contract management services with respect to construction, and for startup, testing and system integration and other work necessary to open the Station (as described in Section 8 of this Agreement). A complete estimated Project budget is attached to this Agreement as **Exhibit C** and incorporated herein by this reference. The Project budget is based on the anticipated Project components and the estimated costs necessary to deliver the Project according to the design specifications detailed in the Professional Services Agreement (Exhibit A), including contingency. However, this amount also represents the maximum amount to be expended for the Project, including any roadway work, track work, utility relocation or other work incidental to the Project. UTA has not budgeted any funds for the Project and shall not be responsible for any out-of-pocket costs relative to the Project. Accordingly, the parties agree that, if for whatever reason it becomes apparent or likely that the Project will exceed the budget or the parties agree that the Project's objectives can be better maximized or allocated, the parties shall adjust the scope of work. Adjustments in scope may include reductions in the number or quality of non-operating amenities at the Station, changes toward more cost-effective materials or supplies, or reductions in the number of aesthetic-related improvements. Scope adjustments shall not include any proposed changes that impair the functionality or useful life of the Station for rail operations or materially increase the prospective maintenance costs for the Station. All adjustments in scope shall be approved by the parties in accordance with Section 6.6 herein. However, in no event shall UTA be left liable for construction contract costs which exceed the available budget. In the event the Parties are not able to agree on scope decreases and UTA becomes at risk for any unbudgeted out-of-pocket costs (because it is the contracting party with the construction contracts), the parties agree and acknowledge that UTA may exercise its rights

under such contracts including its rights under deductive change order, partial or complete termination or suspension of work provisions. UTA shall exercise its rights under this provision in a reasonable manner and consistent with the Project Objectives set forth in Section 2 of this Agreement.

SECTION 5. PROJECT MANAGEMENT

5.1 The Technical Working Group

Under this Agreement, UTA and Agency desire to utilize, to the extent practicable, the same Technical Working Group as was defined and established for the design of the Station under the Professional Services Agreement. As defined in the Professional Services Agreement, the Technical Working Group is comprised of one representative from the Agency, one representative from the City's Transportation Division, and three representatives from UTA. To ensure consistency with the design of the Station, each party hereby commits, to the extent practicable, to appoint the same individuals who served on the Technical Working Group under the Professional Services Agreement to serve on this Project's Technical Working Group. While seeking to minimize interference with UTA's role in awarding and managing the construction contract, the Technical Working Group will: (a) review and approve Applicable Bid Documents outlined in this Agreement; (b) review and approve all contracts prior to execution for the Project as outlined in this Agreement; (c) provide input to the Construction Contractor as requested by UTA; (d) give input regarding Project scope; (e) if necessary, adjust Project scope as contemplated in Section 6.6 of this Agreement; and (f) if necessary, approve any adjustments to the Project schedule. The parties will rely upon the decisions and direction of each parties' respective representatives on the Technical Working Group as binding. UTA, the Agency, and the City's Transportation Division

may change their respective representatives from time to time by delivery of written notice as provided in Section 17 of this Agreement.

5.2 Project Appeal Committee

The parties hereby create a Project Appeal Committee which shall consist of UTA's Director of Capital Development Projects, UTA's Director of Real Estate and Transit-Oriented Development (TOD), and the Agency's Deputy Chief Operating Officer. Any disputes, scope issues, budget revisions or policy determinations that cannot be resolved by the Technical Working Group may be elevated to the Project Appeal Committee by either the UTA Representatives or the Agency Representative. The Project Appeal Committee shall endeavor to resolve such matters consistent with this Agreement and with the Project objectives identified in Section 2 of this Agreement.

5.3 Project Dispute Resolution Committee

The parties hereby create a Project Dispute Resolution Committee which shall consist of UTA's Chief Service Development Officer and the Agency's Chief Operating Officer. Any disputes, scope issues, budget revisions or policy determinations that cannot be resolved by the Project Appeal Committee shall be elevated to the Project Dispute Resolution Committee. The Project Policy Committee shall endeavor to resolve such matters consistent with this Agreement and with the Project objectives identified in Section 2 of this Agreement.

SECTION 6. SELECTION OF CONTRACTORS; PERFORMANCE OF WORK

6.1 Allocation of Responsibility for the Project; Conflict of Interest

The Station shall be constructed utilizing a design-bid-build delivery method. UTA will select the Construction Contractor as set forth below. UTA will be the contracting party with respect to the construction contract. The Technical Working Group shall jointly review contract deliverables and monitor contract performance. UTA shall provide all formal direction and instruction to the Construction Contractor. The Agency shall make the payments required under the construction contracts as set forth in this Agreement. UTA and Agency agree that no officer, employee, or member of the UTA or Agency's governing board, and no other public officer or other governing body of the locality or localities in which the Project is situated or being carried out who exercised any function or responsibilities with respect to the Project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

6.2 Selection of the Construction Contractor

6.2.1 The parties agree to cooperate in the preparation of the applicable bid documents. The Technical Working Group will review all bid documents prior to advertising the project for bid. UTA, along with the assistance of the Technical Working Group, will review bids and award the construction contract to the lowest responsive, responsible bidder in accordance with the state and federal requirements set forth in herein.

6.2.2 UTA shall negotiate, prepare, execute and deliver the contract with the Construction Contractor. Prior to final execution and delivery of the contract, UTA shall provide the draft thereof to the Technical Working Group. Once any comments and/or objections have been resolved consistent with Applicable Bid Documents and the requirements of this Agreement, UTA will execute the contract with the Construction Contractor.

6.3 Timing for the Technical Working Group's Review

As identified above, several items will be delivered to the Technical Working Group for review. UTA will provide, with each item delivered for review, a proposed reasonable deadline to complete the review. The Technical Working Group will complete its review according to reasonable deadlines and in a manner that is consistent with the overall Project schedule.

6.4 Rules Governing Procurement of Construction Contractor

In its procurement and management of the construction contracts, UTA shall follow all federal, state, local and internal requirements generally applicable to UTA procurements and contracts. Such requirements shall include, without limitation: (a) the Federal Transit Administration's Third Party Contracting Requirements as set forth in FTA Circular 4220.1E; (b) the United States Department of Transportation Federal Transit Administration Master Agreement; (c) the Federal Transit Administration's Grant Management Guidelines as set forth in FTA Circular 5010.1C; (d) the Federal Transit Administration's Best Practices Procurement Manual; (e) the Utah Procurement Code; (f) the Utah Governmental Records Access Management Act; (g) the Utah Public Transit District Act; (h) the Disadvantaged Business Enterprise requirements set forth in 49 CFR Part 26 and in UTA's Disadvantaged Business Enterprise Utilization Standard Operating Procedures; (i) UTA's Procurement Standard Operating Procedures; and (j) contractor certifications generally required by UTA for federally-funded projects.

6.5 Performance of Work

No more than two (2) business days following selection of the contractor, and no less than sixty (60) days prior to the commencement of construction, UTA shall provide written notice to Agency that includes verification that UTA intends to enter into all necessary construction contracts and agreements with contractors and vendors, contingent upon UTA Board approval, as necessary for the construction of the Station and shall provide, if necessary, an updated budget for the construction costs of the Station.

Through the Technical Working Group, UTA shall ensure work is performed in compliance with the requirements of the construction contracts. In the event the Agency or the City's Transportation Division becomes aware that work is not being performed in compliance with such contracts, it shall immediately notify UTA. UTA shall take appropriate action under the contracts as necessary to rectify the non-compliance. While UTA recognizes that the Agency and the City's Transportation Division may have informal contact with the Construction Contractor, UTA, as the contracting entity, shall have the sole responsibility and authority to provide material direction to the Construction Contractor under their respective contracts. Nothing in this section obligates the Agency or the City's Transportation Division to affirmatively monitor the work being performed under the construction contracts.

6.6 Contract Changes

If either party proposes a change to the construction contract, the proposed change shall be submitted to the Technical Working Group for review. UTA and Agency acknowledge that Agency must provide Property Owners notice of certain changes, consistent with the Agency's obligations under the Developer Participation Agreements. If the proposed change is approved by the Technical Working Group, UTA will execute a change order with the Construction Contractor

incorporating the approved change. Unless specifically agreed to by the parties pursuant to a written amendment to this Agreement, no change order shall be approved that would have the effect of increasing the overall project budget or extending the overall construction completion date by more than one (1) month.

6.7 Staging of Construction

The parties acknowledge that the Station will be constructed in the center of the north-bound and south-bound tracks of the N/S Line. All construction shall be staged and performed in a manner to maintain the flow of rail traffic and to provide for the safety of contractors, rail passengers, and roadway users. The Construction Contractor shall be required to implement appropriate construction staging methods and safety precautions to mitigate construction impacts. The Construction Contractor shall be required to comply with UTA's standard construction requirements, all of which shall be incorporated in the contract with the Construction Contractor. Such requirements shall include, without limitation, track access permitting and notification requirements, UTA Construction Safety Manual requirements and roadway worker safety requirements. Any work that requires a shutdown of traction power must necessarily occur when the N/S Line is not in service, and shall be subject to the approval of UTA's Rail Service Business Unit, which approval may be granted at UTA's discretion and such approval shall not be unreasonably withheld by UTA. To the extent possible within Project budget and schedule constraints, any work affecting rail traffic or public or worker safety shall be staged during hours when the N/S Line is not in service.

SECTION 7. EXPENDITURE OF PROJECT BUDGET FUNDS

7.1 Payment of Construction Contractor Invoices

Upon receiving invoices properly submitted by the Construction Contractor, UTA shall submit a payment request to Agency. UTA's payment request submitted to the Agency shall consist of the total amount requested to be paid and attach copies of the Construction Contractor's invoices evidencing UTA's payment request. Upon receipt thereof, the Agency will review such invoices, and will direct the escrow agent to release to UTA the funds necessary to pay invoices properly submitted under the respective contracts. All properly submitted invoices shall be paid by the Agency within 30 days of receipt and the Agency shall use reasonable efforts to make such payments in accordance with the requirements of the contracts and in a manner such that no late charges, interest or other penalties accrue. Payments shall be based on the contract deliverables or payment schedules set forth in the respective contracts. To the extent that the Agency determines that specific elements of any invoice are not supported by an invoice from the Construction Contractor or are not payable under the applicable contract, the disputed amount shall be withheld, but the remaining, undisputed amount shall be paid according to the invoice. Any retention amounts shall be withheld as set forth in the contracts. The Agency shall pay UTA directly for invoices for contract management services with respect to construction, for startup, testing and system integration and other work necessary to open the Station.

7.2 Creation of Escrow Account

No later than thirty (30) days prior to the start of construction, the Agency shall deposit into an escrow account established with First American Title Company, located at 215 South State Street, Suite 380, Salt Lake City, Utah 84111, Attention: Aaron Hansen, Escrow Agent a portion of the total Project budget equal to \$1,987,677. This amount is intended to secure UTA's right to

receive payment from the Agency under Section 7.1 of this Agreement. The escrow deposit shall be invested in an interest-bearing account with all interest payable to the Agency. All or a portion of the escrow account shall be payable to UTA, upon demand to the Escrow Agent, in the event that all of the following conditions are met: (a) UTA delivers the Agency an invoice under Section 7.1 of the Agreement; (b) the Agency fails to pay the invoice according to the terms and conditions of the invoice and this Agreement; (c) the Agency's failure to pay the invoice is for a reason other than the withholding of amounts disputed by both the Agency and UTA; and (d) the Agency's failure to pay the invoice puts UTA at risk for the payment of unbudgeted funds and UTA has not otherwise agreed to pay such amounts by written addendum to this Agreement. Once the total Project budget not yet expended by the Agency falls below the amount on deposit in the escrow account, the Agency shall be authorized to direct the Escrow Agent to apply any such funds toward the final payment(s) due under the contracts upon written direction of the Agency, and any funds remaining after final acceptance of the Project shall be refunded to the Agency. If UTA demands the release of escrow funds, UTA shall be permitted to take such other actions as may be necessary to protect UTA's financial interests under this Agreement including, without limitation, the termination or suspension of the construction contract.

SECTION 8. CONSTRUCTION MANAGEMENT SERVICES; STARTUP AND TESTING

UTA shall perform contract management with respect to the construction of the Project. Upon substantial completion of Station construction (as defined in the contract with the Construction Contractor), UTA shall also perform systems integration, startup testing and other work necessary to open the Station as part of the N/S Line. UTA shall perform such services using its own forces or using contractors that UTA will retain directly. The Agency shall fund the

contract management services with respect to construction, for startup, testing and system integration as part of the overall Project budget. The Agency has allocated a lump sum amount of \$206,500 for such work and such sum is included in the Project budget as described in Section 4 herein.

SECTION 9. OWNERSHIP, MAINTENANCE AND OPERATION OF THE STATION

Upon final completion of construction of the Station, acceptance of the Station by UTA under the contract with the Construction Contractor, and full payment to the Construction Contractor as contemplated herein, UTA shall assume responsibility for all prospective maintenance, operation and liability for the Station. UTA shall own the Station and the Agency shall have no further obligations with respect to the Station.

SECTION 10. PROJECT ARTWORK

The Project shall incorporate the Project Artwork at the Station. The Project Artwork is intended to provide an aesthetically pleasing addition to the Station that reflects the historical and cultural richness and diversity of the communities served by the Station and the N/S Line. UTA shall coordinate and consult with the City's Public Art Program Manager and Agency to provide technical feedback during the Project Artwork design development process, including but not limited to, providing feedback at each stage of the Project Artwork design development process. Agency and UTA shall facilitate and work directly with the City's Public Art Program Manager and the Artist to install the designed and fabricated Project Artwork at the Station. Once the Project Artwork is installed, the Agency passes title and all rights and interests of any kind whatsoever, including copyright, in the Project Artwork to UTA, except that the Agency shall retain a perpetual,

irrevocable license to include images of the Project Artwork in any marketing materials, websites, or any other display or utilization of images of the Project Artwork in any manner, including granting a sublicense for any such purposes to the City. UTA acknowledges Agency previously granted a perpetual and irrevocable license to the City, for the City to display, reproduce, refer to, or to otherwise utilize images of the Project Artwork as part of the City's Public Art Program. UTA will otherwise own and be responsible for the ongoing maintenance, repair, restoration, and removal of the Project Artwork at the Station, which is anticipated to be for a period of at least 10 years. If the Project Artwork is damaged to the extent that it cannot be restored, the Agency shall have the option to replace the Project Artwork with new artwork in cooperation with UTA, at Agency's cost and expense unless otherwise agreed to by the parties. However, UTA shall notify the Agency prior to performing any repair, restoration, or removal of the Project Artwork, and any such work shall be performed in conformance with applicable conservation standards as provided to UTA by the Agency. The Agency or the Agency's designee may elect to participate and oversee any such work. The Agency shall otherwise have no further obligations with respect to the Project Artwork.

SECTION 11. DISPUTE RESOLUTION

The parties agree to make a good faith effort to resolve any disputes involving the Project including, without limitation, those involving the interpretation of any provision of this Agreement, any scope issues related to the Project, or any budget revisions necessary to bring the Project within budget. The parties shall endeavor to resolve Project issues at the lowest reasonable and appropriate management level. The parties shall exhaust the dispute elevation process outlined in Section 5 of this Agreement prior to the initiation of any formal legal action.

SECTION 12. NON-WAIVER

No covenant or condition of this Agreement may be waived by any party, unless done so in writing by such party. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by any other party.

SECTION 13. DEFAULT

Either party shall be deemed in default under this Agreement upon the failure of such party to observe or perform any covenant, condition, or agreement on its part to be observed or performed, and the continuance of such failure for a period of thirty (30) days after the giving of written notice by the other party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until correction. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim and remedy against the other in addition to any other remedy provided or permitted by law.

SECTION 14. ENFORCEABILITY

This Agreement shall be enforceable against the parties in accordance with its terms, regardless of any subsequent change in the executive or legislative body of any party. In the event of any action, proceedings, or litigation arising from default in performance of any of the provisions of this Agreement by either party, the prevailing party shall be entitled to recover from the other party costs in connection with enforcement of this Agreement.

SECTION 15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. If any provision of this Agreement will be held or deemed to be or will, in fact, be illegal, inoperative or unenforceable, the same will not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 16. NO THIRD-PARTY BENEFICIARIES

There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the parties that any person other than the party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

SECTION 17. NOTICES

Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement must be made in writing and mailed to the other party at the address set forth below or at such other address as such other party may provide in writing from time to time. Such notices shall be mailed, by first-class mail, postage prepaid, to the parties as follows:

If to UTA:

Andrea Pullos
Utah Transit Authority
3600 South 700 West

If to RDA:

Danny Walz, Chief Operating Officer
Redevelopment Agency of Salt Lake City
451 South State Street, Suite 118

P.O. Box 30810
Salt Lake City, Utah 84130-0810

Salt Lake City, Utah 84111

SECTION 18. INDEMNIFICATION; IMMUNITY

Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers and agents, 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. The parties are subject to the provisions of the Utah Governmental Immunity Act and do not waive any legal defenses or benefits available to it under applicable law.

SECTION 19. BINDING SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

SECTION 20. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument which is signed by both parties.

SECTION 21. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by either of the parties hereto on separate counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute one instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed transmission hereof shall be the same as the delivery of an original.

SECTION 22. NO PARTNERSHIP INTENDED

Nothing set forth in this Agreement is intended to create, nor shall be construed or interpreted to create, a partnership or joint venture between the parties.

SECTION 23. STANDARD OF CARE

All services provided or managed by UTA will be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

SECTION 24. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

UTA represents that they have not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44,

Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

WHEREFORE, this Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the date of this Agreement.

AGENCY:

Redevelopment of Salt Lake City

Danny Walz, Chief Operating Officer

Approved as to form
Salt Lake City Attorney's Office

UTA:

Utah Transit Authority, a large public transit district and political subdivision of the State of Utah.

Carolyn Gonot, Executive Director

Mary DeLoretto
Acting Chief Services Development Officer

Approved as to form
Utah Attorney General's Office

20-P00003

RECORDED

MAY 19 2020

CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of the date this agreement is recorded by the Salt Lake City Recorder's Office ("**Effective Date**"), by and between the Redevelopment Agency of Salt Lake City, a public agency ("**Agency**") and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah ("**UTA**").

RECITALS

1. Agency and UTA desire to work together to select a design consultant to design a new TRAX station at approximately 650 South Main in Salt Lake City ("**the Station**") on the existing North/South light rail line. The Station is within the Agency's West Temple Gateway Project Area.
2. Agency desires to fund and UTA desires to act as a project manager for the design of the Station.
3. UTA will select the design consultant in compliance with their applicable solicitation procedures. As such, pursuant to Salt Lake City procurement policy, the Agency is deemed to have complied with the Agency's solicitation requirements.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. Scope of Services: Agency agrees to engage UTA as project manager for the design of the Station, including managing the professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**. UTA's project management also includes working with the Agency and Salt Lake City Transportation division staff, as detailed in the Scope of Services, in any and all design review committees and meetings with the selected design consultant.
2. Compensation and Method of Payment: Agency agrees to pay UTA a not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000) to ensure the completion of the design of the Station as outlined in the Scope of Services. UTA shall submit invoices to Agency on a monthly basis for the services it has performed which are within the Scope of Services, and the Agency shall make payment to UTA within 30 days of receipt of the invoice, if the Agency does not dispute the amount of the invoice. If the amount of the invoice is disputed, the Agency shall, within 30 days of receipt of the invoice by the Agency, pay the undisputed amount to UTA and notify UTA in writing why an amount of the invoice has not been paid and the parties will work in good faith to resolve the dispute.
3. Term: This agreement shall commence on the Effective Date and terminate when 100% Design Drawings and Construction Plans, Construction Specifications, and Bid Package (as defined in the Scope of Services) are complete and provided to the Agency ("**Term**"). UTA will ensure such services are provided in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this agreement shall be mutually agreed upon by the Agency and the UTA and shall be set forth in a written amendment to this agreement.

5. Subconsultant Agreements: All the services required hereunder will be performed by UTA or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. UTA shall provide written notice to Agency of any subconsultants engaged by UTA to complete the Scope of Services prior to the use of the subconsultants.

6. Agency's Obligations: The Agency shall provide, at no expense to UTA, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by the UTA to perform the tasks or services.

7. Assignment: UTA shall not assign any obligation under this agreement without Agency's written consent, which may be withheld in Agency's sole discretion.

8. Notices: All notices under this agreement shall be sent to the following address:

Agency: Redevelopment Agency of Salt Lake City
 451 S. State Street, Room 118
 Salt Lake City, Utah 84111
 Attn: Danny Walz

UTA: Utah Transit Authority
 Andrea Pullos
 669 West 200 South
 Salt Lake City, Utah 84101

9. Indemnification: UTA hereby indemnifies, holds harmless, and agrees to defend the Agency from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property arising out of or in connection with this agreement, caused by the negligence or willful misconduct of UTA, its agents, servants, employees or invitees; provided, UTA does not indemnify the Agency against any injury, loss of life, or damage which is caused by the gross negligence or willful misconduct of the Agency, or its agents, servants, or employees. UTA's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this agreement, as to claims accruing prior to the expiration or termination of this agreement.

10. Immunity: UTA and Agency are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. 1953 of the Utah Code (as amended) (the “Governmental Immunity Act”). Notwithstanding any provision to the contrary in this agreement, (i) the obligations to indemnify, defend and/or hold harmless in this agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of UTA, and (ii) nothing in this agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

11. Termination: Agency may terminate this agreement at any time, for any reason, by providing UTA at least five (5) days written notice of its intent to terminate the agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by or for UTA under this agreement shall, at the option of the Agency, and upon payment of all undisputed amounts for all services satisfactorily performed prior to the effective date of termination, be delivered to Agency within three (3) days after the effective date of termination.

12. Compliance with laws and regulations: UTA shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this agreement and UTA shall hold the Agency harmless from any and all liability arising out of, or in connection with, said violations including any attorneys’ fees and costs incurred by the Agency as a result of such violation.

13. Standard of Care: All services provided or managed by UTA will be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

14. Jurisdiction: This agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

15. Entire Agreement: This agreement contains all the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

16. Counterparts. This agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same agreement.

17. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the Agency and the UTA have executed this agreement to be effective as of the Effective Date.

AGENCY:

Redevelopment of Salt Lake City, a public agency

DocuSigned by: Danny Walz 5/18/2020
202047505468470

Danny Walz, Chief Operating Officer

Approved as to form:
Salt Lake City Attorney's Office

DocuSigned by: Allison Parks 5/18/2020
54866876902451

Allison Parks

UTA:

Utah Transit Authority, a large public transit district and political subdivision of the State of Utah.

DocuSigned by: Carolyn M. Gonot 5/15/2020
1007EDC81050710

Carolyn Gonot, Executive Director

DocuSigned by: Mary DeLoretto 5/5/2020
9863AEE82284418

Mary DeLoretto
Acting Chief Services Development Officer

Approved as to form:
UTA Attorney's Office

DocuSigned by: Mike Bell 4/29/2020
781E3AFA3370449

ATTEST:

Acee Aee Robinson
Deputy CITY RECORDER

RECORDED
MAY 19 2020
CITY RECORDER



EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
(Scope of Services)

- I. **The UTA shall perform the following services for the design of the TRAX Station:**

Exhibit A

Design Performance Specifications

GENERAL

The Utah Transit Authority (“UTA”), in conjunction with and on behalf of the Redevelopment Agency of Salt Lake City (“Agency”), is acting as project manager for the Agency to design a new TRAX Station on the existing North/South light rail line at approximately 650 South Main Street (hereinafter, “the Station”).

PROJECT APPROACH

The project will include the final design of the Station. The tracks have already been placed to facilitate a station platform width consistent with a current downtown station. The Station platform design and the design of the Station’s appurtenances and amenities will generally match those developed for the 900 South station. Due to rising maintenance costs, alternative materials will need to be investigated and implemented as appropriate. Exceptions to this general preference will be evaluated during the design.

PROJECT MANAGEMENT

- Selection of design consultant: UTA, in coordination with the Technical Working Group (defined below), will help prepare the request for proposals and select, negotiate, prepare, execute, and deliver the contract with the design consultant consistent with these design performance specifications detailed below.
- Technical Working Group: UTA and the Agency, along with Salt Lake City’s Transportation Division (SLC Transportation) will establish a collaborative working group comprised of one representative from the Agency, one representative from SLC Transportation, and three representatives from UTA (the “Technical Working Group”). The Technical Working Group will coordinate with the design consultant on all management issues. The design consultant will submit all deliverables to the Technical Working Group for joint review at approximately 30%, 60%, and 100% completion. The design consultant shall propose a reasonable time or deadline to complete the reviews. UTA will serve as the point of contact and provide all formal direction and instruction to the design consultant on behalf of the Technical Working Group. The design consultant will coordinate and conduct all design and review meetings as necessary to resolve issues, advance the design, and keep the project on schedule and budget. The Technical Working Group will jointly monitor performance of the design consultant.
- Deliverables: The design consultant will provide a design for the Station that includes the following:
 - 30% design submittal, including:
 - 30% Design Drawings with utilities accurately plotted,
 - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only),
 - Engineer’s Estimate in 49-division (CSI format) with a 10% contingency for construction, and

- stamped as “30% Design Development, Not for Bid”.
- 60% design submittal, including
 - 60% Design Drawings with details of any required utility relocations,
 - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only),
 - Engineer’s Estimate in 49-division (CSI format) with a 10% contingency for construction;
 - stamped as “60% Design Development, Not for Bid”.
- a final submittal of 100% Design Drawings, Construction Plans, Construction Specifications, and Bid Package with Engineer’s Estimate Report no later than December 31, 2020.

DESIGN PERFORMANCE SPECIFICATIONS

The design performance specifications for each element will be developed in accordance with the project approach generally outlined above as well as the following design performance specifications:

- Earthwork- The earthwork for the project will consist of that required to build the station platform and footings for the canopies. There is no earthwork anticipated outside of the station area. No public utilities will require adjustment as they were relocated or protected as part of the original North/South construction.
- Station Platform- The layout of appurtenances and amenities on the station platform shall be generally consistent with the existing 900 South downtown station. The station platform paving materials will be cast-in-place or pre-cast concrete. ADA access, station signing, displays, lighting, and phones will be consistent with the 900 South station. Alternative materials will need to be considered to ensure longer lifecycle of products.
- Crosswalks – Crosswalks to access the Station will be either painted striping on the existing roadway or patterned cast-in-place concrete, budget allowing and as elected for inclusion by the Technical Working Group. The crosswalk shall be designed to fit to the existing roadway and thus provide a smooth transition. No roadway improvements or changes in parking are included. The crosswalk may include modifications to existing curbs and sidewalks as required to meet ADA. No other sidewalk improvements are included other than to tie in the crosswalk.
- Mid-Block Crosswalk- A mid-block crosswalk will be evaluated during the design to determine its need. If included, its design will be the same as the intersection crosswalk.
- Tactile Strip Edge- The tactile tile will be yellow Polymer Transtile as manufactured by Transit-tile.
- Canopies- the Station will have two canopies and will match those used on the 900 South station, including windscreens. Alternative materials will need to be considered to ensure longer lifecycle of products.

- High Blocks- The two high blocks will match those used on 900 South station including railings and snow melt systems.
- Signage- Signage will be developed to be consistent with the 900 South station. Signage to deter jaywalking shall be designed and constructed along sidewalks that are adjacent to the transit station platforms and on the platforms.
- Site Furnishings (benches, etc.)- Site furnishings will match the 900 South station, in design and number.
- Landscaping (including trees, tree grates, irrigation) - Landscaping will be consistent with the 900 South station. Landscape station approach islands will remain as-is (sod). Platform landscaping shall be coordinated with station lighting.
- Plumbing and drainage- Plumbing for the canopies will be in accordance with building codes and Salt Lake City ordinances. Station platforms will drain onto the trackway. UTA will determine whether drainage for the roadway and station is already installed or whether new drainage systems will be required.
- Electrical/Lighting- the Station lighting shall be coordinated with platform landscaping to complement each other. The lighting system shall be similar to the 900 South station and include an option for seasonal decorative design including tree lighting. The tree lighting electrical system will be provided at all tree wells and be connected to Salt Lake City's tree lighting system similar to that used at the 900 South station. No new street lighting is included. All new lighting power shall be buried conduit.
- Snowmelt System- The Technical Working Group and the design consultant will consider the use of a snowmelt system, similar to any other snowmelt system(s) used by UTA at other light rail stations along the North/South or University lines.
- Overhead Contact System- The existing OCS system does not need any upgrade, nor does the traction power system. Therefore, the existing overhead contact system and poles will be used as-is. Re-painting the overhead contact systems and poles to match the new canopies will be optional and based upon budget constraints.
- Traction Power- The existing electrical power system shall be used to supply power. There are no anticipated modifications or additions anticipated.
- Track- The existing paved tracks shall be used as-is without any adjustment. As such, the track slab and roadway pavement shall remain as-is without a barrier curb separating the track from the roadway.
- Communications- Communications systems for the station will match that used for the 900 South station, with the provision that any new systems improvements that have been made since construction of the 900 South station will be incorporated.

- Fare Collection System- Fare collection system will consist of two ticket vending machines (TVM) similar in style to the 900 South station.
- Train Control and Signal Systems Upgrades- The design consultant will investigate the existing train control, train signal, electrical and communications systems in place to determine the extent of new facilities required or to be upgraded. Signal equipment will be housed in the platform or approach island area to meet the safety needs and aesthetics for the station. The equipment shall not block the view of the station for on-coming trains. Upgrades to the signal system will be consistent with the details used on the University and/or Medical Center Line.
- Traffic Signals and Controls- The existing Salt Lake City and/or Utah Department of Transportation (UDOT) traffic signal poles and mast arms at the 600 South Main Street intersection shall remain as-is with no modifications anticipated. If a new mid-block crosswalk is installed new traffic/pedestrian signal poles, mast arms, and traffic/pedestrian signal heads shall be consistent in color and style with the existing equipment at approximately 650 South Main Street. Any new traffic signal equipment shall be physically separated from all light rail poles, support structures, cables and electrical wires. If a mid-block crosswalk is not included in the design, then provisions for a future mid-block crosswalk shall be provided. This will include the conduit and hand holes to connect the future pedestrian signal poles. Pavement markings and traffic control devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). A signal priority system similar to that in the downtown area, if not already in place, will be utilized and provided for the new station and signals.
- Public Art- A public art budget of approximately \$100,000 is assumed for this project. The Agency will work with the Salt Lake City Arts Council on procurement and design of artwork for the Station that will, upon installation, be owned and maintained by UTA (maintenance details to be specified in the construction agreement). The Agency, Salt Lake City Arts Council, and selected artist(s) shall coordinate the location and design aspects with the design consultant and the rest of the Technical Working Group in order to provide an aesthetically pleasing addition to the Station.
- Construction phasing and planning (design)- The design consultant will focus the design and bidding documents such that the Station can be constructed or phased such that light rail traffic can be maintained with very limited disruption to service. Any planned or required disruption shall be approved by UTA.
- Contract Documents- Bidding documents and technical specifications for construction shall be consistent with prior UTA light rail projects. Projects will be designed using appropriate national, state, and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT, MUTCD, and Salt Lake City standards.
- Drawings and details- Existing as-built drawings and specifications from the North/South, 900 South station project will be used for the design of the Station to the maximum extent possible. Typical details will be reused, but shall be reviewed jointly by

the Technical Working Group and the design consultant before inclusion. Station details shall be reused, but with adjustment based upon Operation and Maintenance experience.

- Geotechnical- No new geotechnical investigation will be performed as the existing North/South geotechnical report will be referenced for the design.
- Design Guidelines- All designs shall be in accordance with UTA's Light Rail Transit (LRT) Design Criteria Manual (September 2015 version) and supplements there to. Any deviations from the Design Criteria Manual shall be submitted to UTA for approval prior to its incorporation into the design.
- Bidding Phase- During the design phase, the Technical Working Group and the design consultant shall identify a bidding and construction program that will 1) help ensure that the project receives maximum exposure to and from the construction community both during the design phase and the bidding phase and 2) recommend an advertising campaign that will ensure that a healthy number (3 or more) of bids are received. This program may include: 1) visiting or inviting construction contractors during the design phase to discuss and/or review the plans and project approach to encourage input on bid packages, construction details and sequencing, and above all exposure for the project and 2) segmenting the bidding into more than one bid package so that it does not limit the number of bidders because only a few general contractors have the full range of capabilities or subcontractors to bid the project. As an example, it may be desirable that the communications, signals and electrical work (which is a specialized area of rail work for which there are only a few qualified construction contractors and they may be locked into exclusive arrangements with a single general construction contractor) should be bid separately from the civil work.
- Public Engagement and Community Meetings- The project is located within Salt Lake City adjacent to public and private properties. The Agency shall determine the requirement for public engagement and community meetings for the project. UTA and their design consultant shall assist the Agency by providing copies of plans and other design related documents for use at public or private presentations and meetings. The Agency shall coordinate and conduct all public presentations, with assistance from UTA and the design consultant. A maximum of 3 meetings are anticipated.
- Permits- The design consultant shall identify any construction permits required.
- Services During Construction- During any future construction phase, UTA will ensure that the design consultant shall be available during the construction of the project to answer questions pertaining to the design and to assist with the processing of request for information and the creation of as-built drawings as needed. A maximum of 100 hours of the design consultant's time is anticipated.

Exhibit B
650 South Main TRAX Station – Estimated Construction Schedule

<u>Task/Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
<i>Bid Process</i>		
Bid Advertisement	2/24/2021	3/24/2021
Open/Review Bids	3/24/2021	3/28/2021
Contractor Selection, Notice to Agency	3/29/2021	3/31/2021
UTA Board Approval of Contractor Selection	4/1/2021	4/15/2021
Developer Contributions		No later than 6/6/2021
Notice to Proceed		No later than 7/6/2021
<i>Construction*</i>		
Mobilization	7/6/2021	7/7/2021
Construct Platform	7/7/2021	11/15/2021
Install Artwork	11/1/2021	11/15/2021
Startup Testing	11/15/2021	12/14/2021
Punchlist	11/15/2021	12/14/2021
<i>Operation</i>		
Opening Day		No later than 12/15/2021

*Construction milestones assume the NTP is issued on the last day (7/6/2021).

Exhibit C

DRAFT		11/24/2020
650 S Main Street TRAX Station		
	Budget	
Description	Amount	
<u>1. Construction Costs-</u>		
1.1 Construction Costs/ General Contractor	\$1,354,952.09	
Construction Bid	\$1,354,952.09	
1.2 UTA Procurement Items	\$259,150.00	
Passenger information signs	\$50,000.00	
Freight for Passenger information signs	\$500.00	
PIS Router and interface card	\$2,000.00	
Train/Traffic Signal Programming	\$14,500.00	
Utah Power Meters and Installation	\$10,150.00	
TVMs	\$145,000.00	
Station area signage	\$37,000.00	
Misc Items	\$10,000.00	
Contingencies	\$46,647.00	
1.3 Construction Contingences Budget	\$167,074.91	
1. Total Construction Costs	\$1,781,177.00	
<u>2. Design Consultant Costs-see Exhibit A</u>		
CRSA	\$203,140.00	
UTA admn	\$96,860.00	
2. Total Design Costs	\$300,000.00	
<u>3. Other Estimated Project Costs-</u>		
3.1 Art In Transit (By City Arts Council)- Estimated	\$108,750.00	
3.2 UTA Construction Management	\$206,500.00	
Construction/Project Management	\$125,000.00	
Construction Inspection	\$30,000.00	
Material Testing	\$5,000.00	
Start up and Testing (UTA)	\$15,000.00	
Contingency	\$31,500.00	
3. Total Other Costs	\$315,250.00	
Grand Total	\$2,396,427.00	
less Art in Transit	-\$108,750.00	
less design costs	-\$300,000.00	
Total Construction Costs	\$1,987,677.00	