

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

R2021-07-01

July 14, 2021

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

WHEREAS, 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 entered into a Interlocal Cooperation Agreement providing authorization and funding to the Authority for the construction of a new TRAX station at 650 South Main Street.

WHEREAS various circumstances including a delay in the construction contract award and increased construction costs created the need to amend the Interlocal Cooperation Agreement to incorporate a revised schedule showing station opening by March 31, 2022. The amendment also incorporates a new budget with a total construction cost of \$2,675,804. This includes the original amount of \$1,987,677 plus an additional \$514,727 from the RDA for increased construction costs and \$173,400 from UTA for the snowmelt system.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves Amendment One to 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 Amendment One to the ILA with the Redevelopment Agency of Salt Lake City in substantially the same form as attached at Exhibit A.
3. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 14th day of July 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:
David Wilkins
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Legal Counsel

EXHIBIT A

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

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE TRAX 650 SOUTH MAIN PASSENGER STATION

THIS FIRST AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE TRAX 650 SOUTH MAIN PASSENGER STATION (“**First Amendment**”) is made as of the _____ of June, 2021 (“**Effective Date**”) by and 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**” and collectively with Agency, the “**Parties**”).

RECITALS

WHEREAS, Parties previously entered into a Construction Agreement for the TRAX 650 South Main Passenger Station (the “**Original Agreement**”), where Agency agreed to provide funding and UTA agreed to provide administrative and technical support for the construction and systems integration of the proposed construction of the TRAX station at approximately 650 South Main Street (“**Project**”).

WHEREAS, the Agency and UTA desire to amend the Original Agreement to modify the Project’s construction deadlines, clarify which parties are contributing to the Project, and adjust the cost of the Project.

NOW, THEREFORE, in consideration of the above-stated premises and for other good and valuable consideration, the parties agree to amend the Original Agreement as follows:

1. Section 1: Definitions. The definition of “Property Owners” shall be amended such that “700 GS, LLC” is removed from the list of Property Owners and “Sinclair Real Estate Corporation” is added.

2. Section 4: Project Budget. The sixth sentence of Section 4 of the Original Agreement shall be deleted in its entirety and is hereby replaced with the following: “Agency will provide notice to UTA when the Property Owners’ full contributions have been placed in the escrow account. If Agency has not provided this notice to UTA at the time UTA is ready to issue the notice to proceed to the Contractor, this Agreement may be terminated based on mutual agreement, which shall not be unreasonably withheld by either Party.” Additionally, Section 4 of the Original Agreement shall be amended such that:

(a) The amount the Agency will contribute to the construction of the Project is \$1,083,010.

(b) The Agency’s total contribution amount is \$1,428,502.

(c) The total amount the Agency contributed to the design of the Project is \$236,742.

(d) UTA will pay for the construction of the snowmelt system for the Project, which is an estimated \$173,400. These UTA funds are not subject to the escrow provisions of the Section 7.

(e) The Salt Lake City Transportation Division will pay \$150,000 toward the construction of the traffic signal for the Project,

(f) The estimated balance for the Property Owners (as defined in the Original Agreement) to collectively contribute to the Project is \$1,269,393.

(g) The anticipated maximum amount needed for the Project is \$3,021,295.

(h) The total amount to be paid to UTA for contract management services as defined in Section 8 is \$81,500.

3. Section 7.2: Creation of Escrow Account. Section 7.2 of the Original Agreement which details the establishment of an escrow account shall be amended such that the Parties will mutually agree on an escrow company. Additionally, Section 7.2 of the Original Agreement shall be amended such that the total Project to be deposited into escrow shall be \$2,502,404.

4. Section 8: Construction Management Services; Startup and Testing. Section 8 of the Original Agreement shall be amended such that the total amount the Agency will pay UTA for their contract management services is \$81,500.

5. Exhibit B: Project Schedule. Exhibit B is hereby deleted in its entirety and replaced with the attached Exhibit B: First Amendment to the Estimated Construction Schedule.

6. Exhibit C: Detailed Project Budget. Exhibit C is hereby deleted in its entirety and replaced with the attached Exhibit C: First Amendment to the Project Budget.

7. Miscellaneous. Except as expressly amended pursuant to the terms of this First Amendment, the Original Agreement shall remain in full force and effect in accordance with its original terms, and the Original Agreement, as amended pursuant to this First Amendment, is hereby ratified by the Agency and UTA. In the event that any of the provisions of this First Amendment conflict with the provisions of the Original Agreement, the provisions of this First Amendment shall govern and control. To facilitate execution, this First Amendment may be executed in as many counterparts as may be required and may be signed electrically. All counterparts shall collectively constitute a single agreement.

8. Representation Regarding Ethical Standards. Licensee represents that it has not (1) provided an illegal gift or payoff to Salt Lake City Corporation (“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 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.

(end of text- signatures attached)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers, effective as of the date first set forth above.

Agency:

Danny Walz, Director

Approved as to form
Salt Lake City Attorney's Office

Attest and countersigned
Salt Lake City Recorder'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

DocuSigned by:
Mike Bell 6/16/2021
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Exhibit B
First Amendment to the Estimated Construction Schedule

<u>Task/Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
<i>Bid Process</i>		
Bid Advertisement	4/22/2021	5/11/2021
Open/Review Bids	5/11/2021	5/18/2021
Contractor Selection, Notice to Agency	5/18/2021	5/21/2021
UTA Board Approval of Contractor Selection	7/14/2021	7/14/2021
Developer Contributions		No later than 7/20/2021
Notice to Proceed		No later than 7/21/2021
<i>Construction*</i>		
Mobilization	7/21/2021	7/22/2021
Construct Platform	7/22/2021	1/14/2022
Install Artwork	12/31/2021	1/14/2022
Startup Testing	1/14/2022	2/14/2022
Punchlist	1/14/2022	2/14/2022
<i>Operation</i>		
Opening Day		No later than 3/31/2022

*Construction milestones assume the NTP is issued on the last day (7/21/2021).

6/10/2021	
650 S Main Street TRAX Station	
Description	Budget Amount
<u>1. Construction Costs-</u>	
1.1 Construction Costs/ General Contractor	\$2,136,458.26
Construction Bid	\$2,136,458.26
1.2 UTA Procurement Items	\$222,000.00
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	\$10,000.00
TVMs	\$145,000.00
1.3 Construction Contingences Budget	\$235,845.83
1. Total Construction Costs	\$2,594,304.09
<u>2. Design Consultant Costs-see Exhibit A</u>	
2.1 CRSA	\$203,140.00
2.2 UTA admn	\$33,601.68
2. Total Design Costs	\$236,741.68
<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	\$81,500.00
Construction/Project Management	\$0.00
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	\$190,250.00
Grand Total - Total Project Cost	\$3,021,295.77
less Art in Transit	-\$108,750.00
less design costs	-\$236,741.68
Total Construction Costs (no design no art)	\$2,675,804.09
UTA Contribution	\$173,400.00
SLCRDA & Developer Contribution	\$2,502,404.09