

**SALT LAKE CITY CORPORATION - CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS**

Contract #: 06-1-23-4618	PEID #: 57050	MONITOR: JULIANNE SABULA	
Contract: 200 SOUTH TRANSIT CORRIDOR		CONTRACTOR: UTAH TRANSIT AUTHORITY	

PLEASE COMPLETE YOUR STEP AND FORWARD TO THE NEXT STEP.

STEP 1	<p align="center">ACCOUNTING DIVISION – Encumber Funds</p> <p><input checked="" type="checkbox"/> I certify funds are available:</p> <p>OR</p> <p><input type="checkbox"/> I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system:</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p>Funding Source: _____ - _____ \$ _____</p> <p align="center">Cost Center Object Code</p> <p align="right">Limit: \$ _____</p> <p>Finance's Signature: <i>Cori Moore</i> Date: 10/07/2022</p>																		
STEP 2	<p align="center">CITY ATTORNEY'S OFFICE – Final Approval</p> <table style="width:100%;"> <tr> <td style="width:60%;">Attorney: Sara M. Montoya</td> <td style="width:40%; text-align: right;">Insurance Required: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width:20px; height:20px; text-align: center;">Y</td><td style="width:20px; height:20px; text-align: center;">N</td></tr><tr><td style="text-align: center;"> </td><td style="text-align: center;">✓</td></tr></table></td> </tr> <tr> <td>This document has been approved as to form:</td> <td style="text-align: right;">Perf Bond Required: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width:20px; height:20px; text-align: center;">Y</td><td style="width:20px; height:20px; text-align: center;">N</td></tr><tr><td style="text-align: center;"> </td><td style="text-align: center;">✓</td></tr></table></td> </tr> <tr> <td></td> <td style="text-align: right;">Perm Bond Required: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width:20px; height:20px; text-align: center;">Y</td><td style="width:20px; height:20px; text-align: center;">N</td></tr><tr><td style="text-align: center;"> </td><td style="text-align: center;">✓</td></tr></table></td> </tr> </table> <p>Attorney's Signature: <i>Sara Montoya</i> Date: 10/07/2022</p>	Attorney: Sara M. Montoya	Insurance Required: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width:20px; height:20px; text-align: center;">Y</td><td style="width:20px; height:20px; text-align: center;">N</td></tr><tr><td style="text-align: center;"> </td><td style="text-align: center;">✓</td></tr></table>	Y	N		✓	This document has been approved as to form:	Perf Bond Required: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width:20px; height:20px; text-align: center;">Y</td><td style="width:20px; height:20px; text-align: center;">N</td></tr><tr><td style="text-align: center;"> </td><td style="text-align: center;">✓</td></tr></table>	Y	N		✓		Perm Bond Required: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width:20px; height:20px; text-align: center;">Y</td><td style="width:20px; height:20px; text-align: center;">N</td></tr><tr><td style="text-align: center;"> </td><td style="text-align: center;">✓</td></tr></table>	Y	N		✓
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STEP 3	<p align="center">AUTHORIZED CITY SIGNATURE - Sign All Documents</p> <p>Authorized Signer: <i>BHTL</i> Dept/Div: Transportation</p>																		
STEP 4	<p align="center">RECORDER'S OFFICE – ACTIVATE</p> <p>INSTRUCTIONS: Please sign</p> <p><i>When activated, keep signed document, e-mail signed document(s) to:</i></p> <p>Name: Saarina Maheen Dept/Div: Purchasing & Contracts Phone#: 801-535-6266</p>																		

Contract No. 06-1-23-4618

**FUNDING AGREEMENT REGARDING 200 SOUTH TRANSIT CORRIDOR
CONSTRUCTION PROJECT
UTA Contract No. 22-P00188**

THIS FUNDING AGREEMENT REGARDING 200 SOUTH TRANSIT CORRIDOR CONSTRUCTION PROJECT (“Agreement”), is entered into as of _____, 2022 (“Effective Date”), by SALT LAKE CITY CORPORATION (“SLC” or “Party”), a Utah municipal corporation, and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah (“UTA” or “Party” and collectively referred to as the “Parties”).

RECITALS:

WHEREAS, both of the Parties have a long-standing cooperative relationship focused around providing exceptional transit service in support of SLC’s Transit Master Plan, which includes support of a robust frequent transit network, bus stop improvements, and end of line facilities in Salt Lake City; and

WHEREAS, the Parties desire to cooperate on the reconstruction of 200 South between 900 East and 400 West in Salt Lake City, Utah, which improvements shall include in-lane bus stops with bus boarding platforms, transit priority lanes, bike lanes, and upgrades to pedestrian infrastructure (the “Project”); and

WHEREAS, UTA intends to provide funding and support for incorporating specific amenities and elements in the Project, described in detail as Element 1 and Element 2 in Exhibit “A” attached hereto (the “UTA Elements”); and

WHEREAS, UTA and SLC plan to establish a separate agreement governing shared responsibilities related to operation of the Project; and

WHEREAS, the Project is divided into two phases with Phase 1 covering reconstruction between 200 East and 900 East; and Phase 2 covering reconstruction between 200 East and 400 West; and

WHEREAS, each of the Parties have agreed to provide funding to facilitate construction of the Project; and

WHEREAS, progress on this Project will serve the public interest by prioritizing buses traveling on 200 South, thereby enabling operation and expansion of regional transit service; and

WHEREAS, the Parties desire to enter into this Funding Agreement to set out their respective financial obligations in support of both phases of the Project;

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

AGREEMENT

1. Consideration. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

2. Purpose of Agreement. This Agreement outlines the terms and conditions pursuant to which the parties will cooperate to complete the Project, as more fully described in the Scope of Work, attached hereto as Exhibit "A" and by this reference made a part hereof. The Parties agree to coordinate with each other during the design, construction, and administration of the Project.

3. Project Manager. SLC has assigned Parker Bradley as SLC Project Engineer to administer the 200 South Transit Corridor project. UTA will assign Dean Hansen as a UTA Representative to coordinate and participate in decisions with the SLC Project Manager. The UTA Representative will have the authority to approve design submittals and make or cause to be made the decision required of UTA under this Agreement. In the event a new contact is assigned as the SLC Project Manager or UTA Representative, the relevant party shall notify the other in writing of such change.

4. UTA Funding. Upon execution of this Agreement UTA agrees to commit funds for the total Project (including both Phase I and Phase II) in the amount of \$1,314,900 (the "UTA Contribution"), of which 20% (\$262,980) shall be held by UTA as a contingency fund ("Contingency Fund"), leaving a balance of \$1,051,920 for general construction costs. The UTA Contribution shall be used by SLC in support of the Project as outlined in Exhibit "A", with the Contingency Fund used by SLC only as permitted herein. Upon execution of the Agreement SLC will submit an invoice to UTA for a lump sum payment in the amount of \$1,051,920. The Contingency Fund shall be accessed by SLC only upon prior review and approval by UTA of evidence of any unforeseen contingencies, including but not limited to construction cost overruns, which approval shall not be unreasonably withheld.

5. Construction Coordination. SLC shall ensure that UTA has the opportunity to participate in all formal and informal meetings and reviews related to the UTA Elements with the Final Design Consultant and Construction Engineer ("CE") and/or the Contractors. UTA shall have the opportunity to comment upon all construction submittals related to the UTA Elements. Certificates of substantial completion and final completion and acceptance of construction projects for UTA elements shall not be issued by SLC without UTA's concurrence. The UTA Project Manager shall be available to conduct timely "over the shoulder" reviews, with adequate notice. SLC shall not be obligated to delay or interfere with its contractor's construction schedule while waiting for UTA-provided amenities, and SLC shall not be responsible for any increased costs incurred by UTA in installing such amenities outside of the construction schedule. UTA shall not be responsible for delay or interference costs incurred by SLC's contractor in relation to UTA-provided amenities in the event SLC chooses to delay or interfere with the construction schedule for UTA's benefit.

6. Record Documents. SLC shall require the Final Design Consultant, the CE, and/or the Contractors to provide SLC with the project record documents (“As-Builts”), approved submittals, and project files related to the UTA Elements. SLC will in turn provide copies of these documents to UTA for the purposes of ongoing maintenance records.

7. Contracting Procedures. SLC will serve as the lead agency for the Project and will administer aspects of the Project specific to Element 1 of the Scope of Work. All contracting procedures will be as per SLC policies, including SLC procurement ordinances and procedures. UTA shall be given the opportunity to review and approve all submittals related to the construction of the bus stops as well as conduct construction quality assurance inspections to ensure compliance with UTA bus stop design guidelines. UTA will serve as the lead agency for Element 2 of the Scope of Work. UTA may accomplish the scope of work contained in Element 2 by either contracting out or in-house effort, in its discretion.

8. Term. This Agreement shall remain in full force and effect until closeout of the construction contracts. UTA shall have the opportunity to provide inspection and raise any quality of construction issues to SLC for resolution which is satisfactory to UTA prior to closeout. The Project is estimated to be completed prior to the end of 2023.

9. Amendment, Waiver. No waiver, termination, amendment, or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment, or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

10. Entire Agreement. This Agreement constitutes the entire Agreement by and between UTA and SLC with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.

11. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level. If the Parties are unable to reach agreement the dispute shall be elevated to successively higher levels of management within the respective organizations. If the UTA Executive Director and the City Mayor are unable to resolve the dispute, either Party may bring the issue to mediation under the auspices of the Juris Arbitration and Mediation Services (“JAMS”).

12. Governmental Immunity. Each of UTA and SLC is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

13. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

14. Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and mailed to the other Parties at the addresses set forth below or at such other address as may provide in writing from time to time. Such notices will be mailed, by first-class mail, postage prepaid, to the Parties as follows:

If to UTA:

Utah Transit Authority
Attn: Mary DeLoretto
669 West 200 South
Salt Lake City, Utah 84101

with a copy to:

General Counsel
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

If to SLC:

Office of the Mayor
Attn: Erin Mendenhall
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, Utah 84114

With a copy to:

Division of Transportation
349 South 200 East, Suite 150
P.O. Box 5502
Salt Lake City, Utah 84114-5502

Contract No. 06-1-23-4618

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

<p>Approved as to Form <small>DocuSigned by:</small> <u>Tim Merrill</u> <small>55A03BC7C491482...</small> UTA Legal Counsel Tim Merrill</p> <p>Approved as to Form <u>Sara Montoya</u> Sara M. Montoya Senior City Attorney</p> <p>Attest and Countersign:</p> <p>_____ City Recorder</p>	<p>UTAH TRANSIT AUTHORITY</p> <p>By: _____</p> <p>Its: _____</p> <p>By: _____</p> <p>Its: _____</p> <p>SALT LAKE CITY CORPORATION</p> <p>By: <u>BHTL</u></p> <p>Its: Director of Community and Neighborhoods</p>
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EXHIBIT A: SCOPE OF WORK

Primary activities for the Project, including both Phase I and Phase II, referenced above are summarized as follows:

As part of the 2018 voter-approved *Funding Our Future* street reconstruction bond, Salt Lake City will reconstruct 200 South in 2022 (Phase 1: 900 East to 200 East) and 2023 (Phase 2: 200 East to 400 West).

The 200 South Transit Corridor Construction project incorporates Complete Street design elements while prioritizing bus transit through the downtown core. Improvements include:

- Transit priority lanes
- In-lane bus stops with floating bus boarding platforms
- Buffered bike lanes channelized behind bus islands with intersection safety upgrades
- Sidewalk and curb ramp repairs to meet ADA standards
- Midblock crossings with curb extensions and/or refuge islands and flashing crosswalk lights
- Curbside parking and loading zones
- New landscaping trees (100+) and repairs to existing plantings

UTA has participated in the planning and design activities of the Project, and has agreed to support the project in two ways:

1. Element 1: Direct payment to SLC relating to construction expenses that UTA has requested to include in the Project, such as installation of conduit/junction boxes for electric power and fiber optic communication to the bus boarding platforms.

These elements are included in the construction contracts managed by SLC because road reconstruction activities generally present the most cost-effective mechanism to install underground utility conduits.

The payment is to be \$1,314,900, which includes a 20% contingency which will be held by UTA.

Upon invoicing UTA for the Net UTA Contribution or any portion of the Contingency Fund in accordance with Section 4 of the Agreement, UTA will pay this amount to the directly to SLC within thirty (30) days of invoicing.

It should be noted that although SLC is installing conduit, electric wiring, and junction boxes, UTA shall be responsible for activities necessary to activate electric power circuits, including any payment agreements with power service provider. Similarly, UTA shall be responsible for installing and activating fiber optic communication capabilities, which shall include any use agreements with communication and data utility conduit provider (“UDOT”). UTA will coordinate these activities with SLC in order to leverage the road construction to complete the activities. SLC shall not be obligated to delay or interfere with its construction schedule in order

to wait for UTA-provided amenities, and SLC shall not be responsible for any increased costs incurred by UTA in installing such amenities outside of the construction schedule. UTA shall not be responsible for delay or interference costs incurred by SLC's contractor in relation to UTA-provided amenities in the event SLC chooses to delay or interfere with the construction schedule for UTA's benefit.

2. Element 2: Provide amenities to bus boarding platforms, such as shelters, benches, garbage receptacles, safety railings, lighting, and real time digital information systems.

This is similar to the cooperative bus stop development protocols currently in use in Salt Lake City, where SLC provides the physical bus stop (concrete flatwork in the City-owned right of way), and UTA is responsible for purchasing and installing all other amenities.

The planned amenities for the 200 South Transit Corridor Construction Project currently are as follows (subject to adjustment based on UTA's discretion):

- Shelters (Qty 25)
- Trash Cans (Qty 25)
- Pole and sign (Qty 25)
- Shelter lighting (Qty 64)
- Real-time digital signs (Qty 18)
- Stainless handrail (Qty 1,350 lf)

The expense is estimated to be \$1,849,726.

These amenities are **not included** in the SLC construction contracts managed by SLC, and costs for these amenities are **not included** in the UTA Contribution, but these amenities are important contributions by UTA to the Project that provide a high-quality transit environment. UTA is responsible for procurement of materials and installation of these elements. UTA will coordinate the delivery and installation of these amenities with SLC in order to leverage the road construction to complete the activities. SLC shall not be obligated to delay or interfere with its construction schedule in order to wait for UTA-provided amenities, and SLC shall not be responsible for any increased costs incurred by UTA in installing such amenities outside of the construction schedule. UTA shall not be responsible for delay or interference costs incurred by SLC's contractor in relation to UTA-provided amenities in the event SLC chooses to delay or interfere with the construction schedule for UTA's benefit.