

DESIGN SERVICES MEMORANDUM OF AGREEMENT

THIS DESIGN SERVICES MEMORANDUM OF AGREEMENT (MOA) is made and entered into as of the date this agreement is signed by both parties, between LHMRE, LLC, a Utah limited liability company (“LHMRE”) and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah (“UTA”).

RECITALS

1. LHMRE and UTA desire to work together to select a design consultant to design a new TRAX station near the intersection of Rain Lily Drive and South Grandville in South Jordan (“the Station”) on the existing Redline light rail line.

2. LHMRE 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 the Utah Procurement Code and UTA Procurement Procedures.

AGREEMENT

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

1. Scope of Services: LHMRE 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 LHMRE 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: LHMRE agrees to reimburse UTA a not-to-exceed amount of Five Hundred Thousand Dollars (\$500,000) (“Payment”) to ensure the completion of the design of the Station as outlined in the Scope of Services. UTA shall submit it invoices to LHMRE on a monthly basis for the services it has performed which are within the Scope of Services, and the LHMRE shall make payment to UTA within 30 days of receipt of the invoice, if the LHMRE does not dispute the amount of the invoice. If the amount of the invoice is disputed, the LHMRE shall, within 30 days of receipt of the invoice by the LHMRE, 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.

In the event that LHMRE or UTA elect to seek, directly or indirectly through UTA or any other agency, any funding from third-party sources for the Project, UTA agrees to reasonably cooperate with LHMRE or any other LHMRE affiliate or agency to secure any such funding. If LHMRE has reimbursed UTA for the Payment before funding is obtained from any source, then UTA shall either reimburse LHMRE within 30 days of receipt of such funding or, to the extent UTA does not directly receive the funding, UTA agrees that such funding shall be directly paid to LHMRE.

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 LHMRE (“**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 LHMRE 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 LHMRE of any subconsultants engaged by UTA to complete the Scope of Services prior to the use of the subconsultants.

6. LHMRE's Obligations: The LHMRE 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 performs the tasks or services.

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

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

LHMRE: LHMRE, LLC
9350 S 150 E Suite 900
Sandy, Utah 84070

UTA: Utah Transit Authority
Dave Hancock
669 West 200 South
Salt Lake City, Utah 84101

9. Indemnification: UTA and LHMRE hereby agree to indemnify and hold each other harmless, 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 indemnifying party's negligent or reckless actions or omissions taken in connection with this agreement. Each Party's obligations with respect to indemnification hereunder shall remain in 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 is a governmental entity under the Governmental Immunity Act, Section 63G-7-101 ct 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: Either Party may terminate this agreement at any time, for any reason, by providing the other Party at least twenty-one (21) 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 LHMRE, and upon payment of all undisputed amounts for all services satisfactorily performed prior to the effective date of termination, be delivered to LHMRE within ten(10) days after the effective date of termination.

12. Compliance with laws and regulations: Each Party 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 American 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 breaching Party shall hold the other Party harmless

from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the LHMRE 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 two 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.

(Signature Begin on Following Page)

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


LHMRE:

LHMRE, LLC



Eric Carlson, CFO

Approved as to form:
LHMRE Attorney



UTA:

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

Jay Fox, Title **Executive Director**

Mary DeLoretto, Title
Chief Capital Services Officer

Approved as to form:
UTA Attorney's office

DocuSigned by:

70E33A415BA44F6... 7/20/2023

Mike Bell

EXHIBIT A
TO
DESIGN SERVICES MEMORANDUM OF 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 LHMRE, LLC (“LHMRE”), is acting as project manager for the LHMRE to design a new TRAX Station on the existing Redline light rail line near the intersection of Rain Lily Drive and South Grandville (hereinafter, “the Station”).

PROJECT APPROACH

The project will include the final design of the Station. The tracks are placed to facilitate a station platform width consistent with current Daybreak side stations. The Station platform design and the design of the Station’s appurtenances and amenities will generally match those developed for the previous Daybreak side stations. 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 LHMRE, 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.
- Deliverables: The design consultant will provide a design for the Station that includes the following:
 - o 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”.
 - o 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”.
 - o a final submittal of 100% Design Drawings, Construction Plans, Construction Specifications, and Bid Package with Engineer’s Estimate Report no later than May 15, 2024.

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.

- Station Platform- The layout of appurtenances and amenities on the station platform shall be generally consistent with the existing Daybreak stations. The station platform paving materials will be cast-in-place or pre-cast concrete. ADA access, station signing, displays, lighting, will be consistent with the existing Daybreak stations. 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 LHMRE. 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 four canopies. Alternative materials will need to be considered to ensure longer lifecycle of products.
- High Blocks- No high blocks
- Signage- Signage will be developed to be consistent with existing Daybreak stations. 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 existing Daybreak stations, in design and number.
- Landscaping (including trees, tree grates, irrigation) - Landscaping will be installed and maintained in the median between the railbed and the street curb for the entire length of the line. Landscaping shall be installed incrementally upon development. A landscaping agreement shall be entered into separately as part of the construction agreement and shall cover UTA's responsibilities related to the landscaping.
- Plumbing and drainage- Plumbing for the canopies will be in accordance with building codes and City ordinances. Station platforms will drain onto the travelway. 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 existing Daybreak stations. No new street lighting is included. All new lighting power shall be buried conduit.
- Snowmelt System- LHMRE, UTA 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.
- Traction Power- The existing electrical power system shall be used to supply power. There are no anticipated modifications or additions anticipated.

- Track- The existing tracks shall be used as-is without any adjustment. As such, the track shall remain as-is and any roadway pavement impacts will be addressed in a separate project by the LHMRE.
- Communications- Communications systems for the station will match that used for existing Daybreak stations with the provision that any new system improvements that have been made since construction of the Daybreak stations can be incorporated.
- Fare Collection System- Fare collection system will consist of two ticket vending machines (TVM) similar in style to the existing Daybreak Stations.
- 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 systems will be consistent with the details used on the Redline light rail line.
- Traffic Signals and Controls- The existing traffic signal poles and mast arms at the intersection of Rain Lily Drive and South Grandville shall remain as-is with no modifications anticipated. Pavement markings and traffic control devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). A signal priority system similar to that already in place in Daybreak will be provided for the new station and signals.
- Public Art- A public art budget of approximately \$100,000 is assumed for this project. The LHMRE will work 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 LHMRE and selected artist(s) shall coordinate the location and design aspects with the design consultant and the rest of UTA in order to provide an aesthetically pleasing addition to the Station UTA, as the future owner and maintainer of the facilities, shall be a Party to any Artwork agreements executed with artists or artwork providers.
- 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 previous 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, and MUTCD standards.
- Drawings and details- Existing as-built drawings and specifications from the Mid Jordan Light Rail 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 LHMRE, UTA and the design consultant before inclusion. Station details shall be reused, but with adjustment based upon Operation and Maintenance experience.
- Geotechnical- Geotechnical investigation will be performed 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 thereto. 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 parties involved and the design consultant shall collaborate with UTA's capital development and procurement groups to identify the most beneficial procurement and project delivery strategy for the construction of the facility.
- Public Engagement and Community Meetings- LHMRE shall determine the requirement for public engagement and community meetings for the project. UTA and their design consultant shall assist the LHMRE by providing copies of plans and other design related documents for use at public or private presentations and meetings. The LHMRE 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 permit 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.