STAKEHOLDER AGREEMENT SANDY CITY

TIGER GRANT

TIGER 2016	16 UTA CONTRACT NO. STAKEHOL	
GRANT NO.		
SUMMARY OF CITY PROJECTS:	PROJECT VALUE OF CITY PROJECTS	
SAN_MUP_1: DRY CREEK TRAIL TUNNEL CONNECTION		\$2,721,726
		CITY REPRESENTATIVE:
	*	RYANKUMP

This Stakeholder Agreement ("Agreement") is entered into this ____ day of _____ 2018 by and between the Utah Transit Authority, a public transit district ("UTA") and Sandy City ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district:

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.
- 2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

- 3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
- 4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

- 5. WORK SCOPE. A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
- 6. PAYMENT/ACCOUNTING. The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

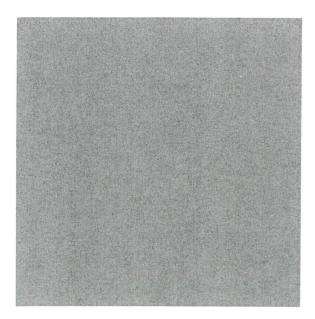
City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. APPROVALS; FEES. Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

- any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.
- 8. TIGER PROJECTS CONTRACTOR; SELECTION. City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
- 9. FEDERAL REQUIREMENTS. Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
- 10. UTILITIES; RIGHT-OF-WAY. City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
- 11. COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS. No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
- 12. COORDINATION. City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

- 13. TIGER FUNDING A CONDITION PRECEDENT. The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
- 14. AMENDMENTS. Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
- 15. COMPLETION/CONTINUING CONTROL. UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
- 16. RECORDS. The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.



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

UTAH TRANSIT AUTHORITY

Ву
Title
Date:
By
Title
Date:
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Approved as to Form:
UTA Legal Counsel
SANDY CITY
2412//
By / Sull
Title MAYOR
Date: 2/12/18
AttesT
By Molly Spira
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Data:



EXHIBIT "A"

TIGER Projects City Projects/Financial Commitments

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT ____ CITY

TIGER GRANT

GRANT NO.	(ALC 1997 C) (AC 2007 C) (AC 2				
SUMMARY OF CITY PROJECTS INCLU	VALUE OF CITY PROJECTS \$ CITY REPRESENTATIVE:				
entered into this day of public transit district ("UTA"), and	, 2018, by and between Sandy City ("City").	EEMENT ("Supplement"), made and uTAH TRANSIT AUTHORITY, a			
The parties hereto entered "Agreement"), which Agreement could the City Projects to be completed to force and effect unless otherwise specific particles.	hereunder. All definitions and	nt dated, (the applement outlining specific details for terms of the Agreement remain in full			
The parties hereto agree to follows:	o the specific City Projects, inc	luding scope, schedule and budget as			
Description of work to be p (Plans/Plan Sheets	performed, including proposed lo Attached)	ecation:			
Anticipated duration of wo	rk:				
Estimated Total Cost of Wo (Detailed Estimate					
STIMATED BUDGET OF THIS S	UPPLEMENT:	\$			
STIMATED AMOUNT OF TIGER	GRANT PARTICIPATION:	\$			
STIMATED AMOUNT OF CITY I	PARTICIPATION:	\$			
DDITIONAL FUNDING SOURCE	ES:	\$			

[Add additional Paragraphs and details, as required]

3. Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

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UTA Legal Counsel
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EXHIBIT "C"

Form of Modification Supplement

MODIFICATION SUPPLEMENT TO STAKEHOLDER AGREEMENT

This Modification Supplement to Stakeholder Agreement ("Modification") is made and entered
into this day of 2018 by and between Utah Transit Authority, a public transit district
("UTA"), and City , a political subdivision of the laws of the State of Utah (the "City"). UTA and the City are hereinafter collectively referred to as the "parties" and either
of Utah (the "City"). UTA and the City are hereinafter collectively referred to as the "parties" and either
may be referred to individually as "party," all as governed by the context in which such words are used.
<u>RECITALS</u> .
WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated, (the "Agreement") regarding the construction of TIGER Projects;
WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;
WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the "Modifications");
WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and
WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.
AGREEMENT
NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:
1. <u>Modifications</u> . The City desires to include additional Modifications to the City Projects described and set forth in Supplement No to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.
[ALTERNATIVE PARAGRAPH 1 – 1 Modifications. Contractor and/or UTA have determined that the City
2. <u>Costs of Modifications</u> . The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY	(CITY)
By: Title:	By:Title:
By:	ATTESTED AND COUNTERSIGNED
Reviewed and Approved as to Form	Ву:
UTA Engineering	
UTA Legal	

EXHIBIT "D"

Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority Asset Management Group 669 West 200 South Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT SANDY CITY

TIGER GRANT

TIGER 2016	UTA CONTRACT NO. STAKEHOLDER CONTRACT NO.				
GRANT NO.	Varyer or Cyry Provinces				
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: SAN_MUP_1: DRY CREEK TRAIL TUNNEL CONNECTION		VALUE OF CITY PROJECTS \$ 2,721,726			
SAN-MOT-1. BKT CKEEK TKMET	on Ed Connection	CITY REPRESENTATIVE:			
		RYAN KUMP			
entered into this day of public transit district ("UTA"), and The parties hereto entered "Agreement"), which Agreement of the City Projects to be completed force and effect unless otherwise synthematics. The parties hereto agree the follows: Description of work to be a green (Plans/Plan Sheets) Anticipated duration of work to be green (Plans/Plan Sheets)	, 2018, by and between Asandy City ("City"). I Sandy City ("City"). I in to a Stakeholder Agreeme contemplated execution of this Suthereunder. All definitions and pecified herein. To the specific City Projects, incomperformed, including proposed lost Attached) Tork: Teets will begin once the funding proposed to the commits the pre-dicticipation funds. Tork:	applement outlining specific details for terms of the Agreement remain in full cluding scope, schedule and budget as			
STIMATED BUDGET OF THIS S	UPPLEMENT:	\$ <u>2,721,726</u>			
STIMATED AMOUNT OF TIGER	R GRANT PARTICIPATION:	\$ 2,177,381			
STIMATED AMOUNT OF CITY	PARTICIPATION:	\$ 544,345			
DDITIONAL FUNDING SOURCI	ES:	\$ <u>N/A</u>			

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein. UTA shall coordinate the negotiation of the CM/GC Phase 2 contract for this project with the City. This shall include negotiation of lump sum price and payment terms.

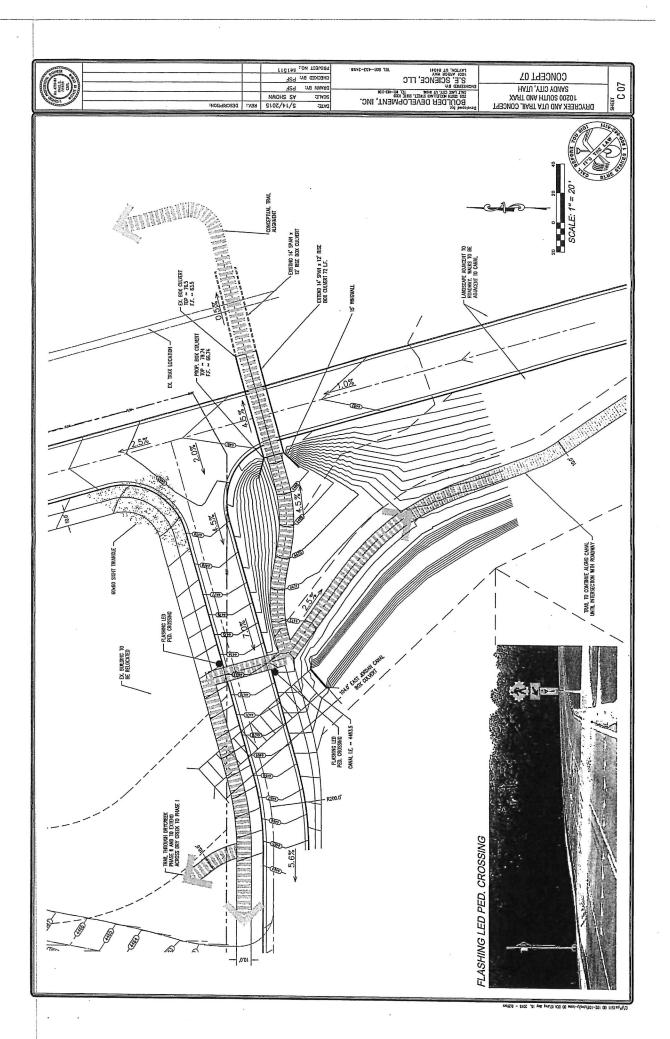
UTA will provide the City with CM/GC contractor pay requests. The City may object to proposed contractor payments that do not conform to the Phase 2 contract for the project identified above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

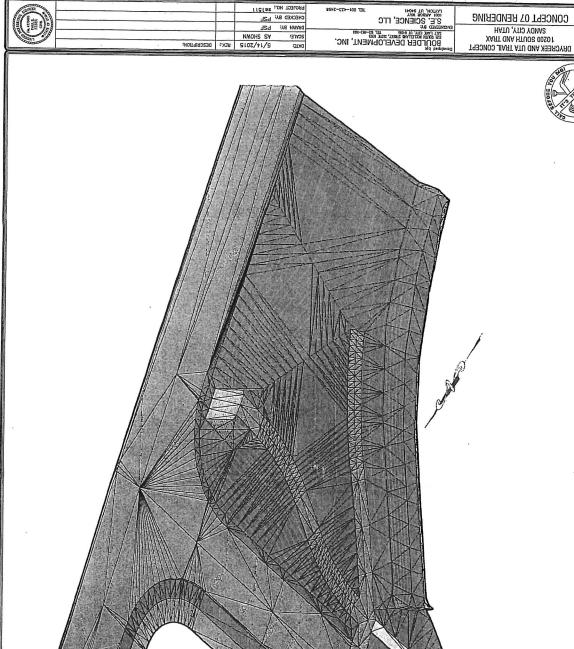
UTAH TRANSIT AUTHORITY

By	
Title	
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Approved as to Form:	
UTA Legal Counsel	
SANDY CITY	
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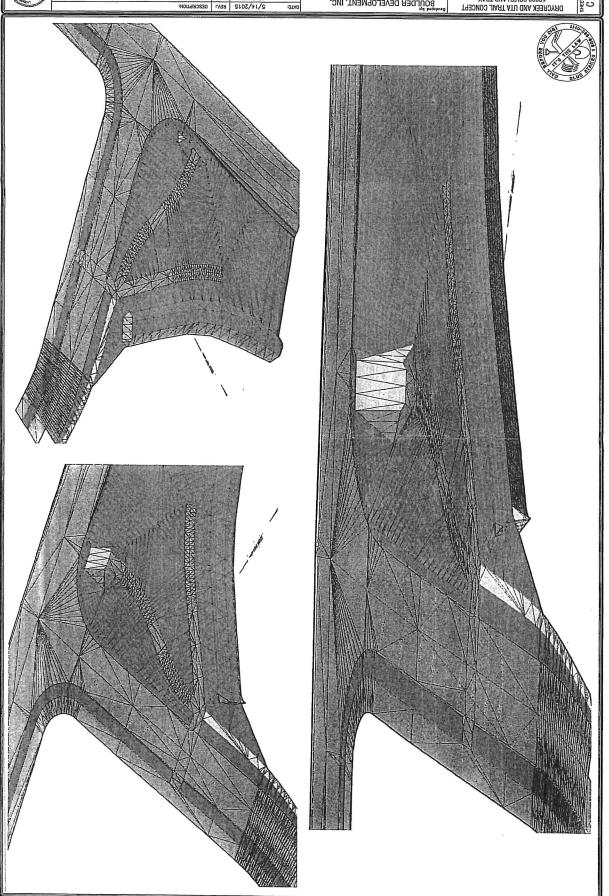
SAN_MUP_1 Dry Creek Trail (Tunnel Connection Porter Rockwell Trail to Jordan Canal Trail) — Expose the existing Tunnel that is under the TRAX line at 10200 S and extend it under the Future Beatdigger Blvd.		Project Description	La consta	11%
Trail) – Expose the existing Tunnel that is under the TRAX line at 10200 S				
Trail) – Expose the existing Tunnel that is under the TRAX line at 10200 S				
	SAN_MUP_1	Trail) – Expose the existing Tunnel that is under the TRAX line at 10200 S	Multi Use Path	Sa

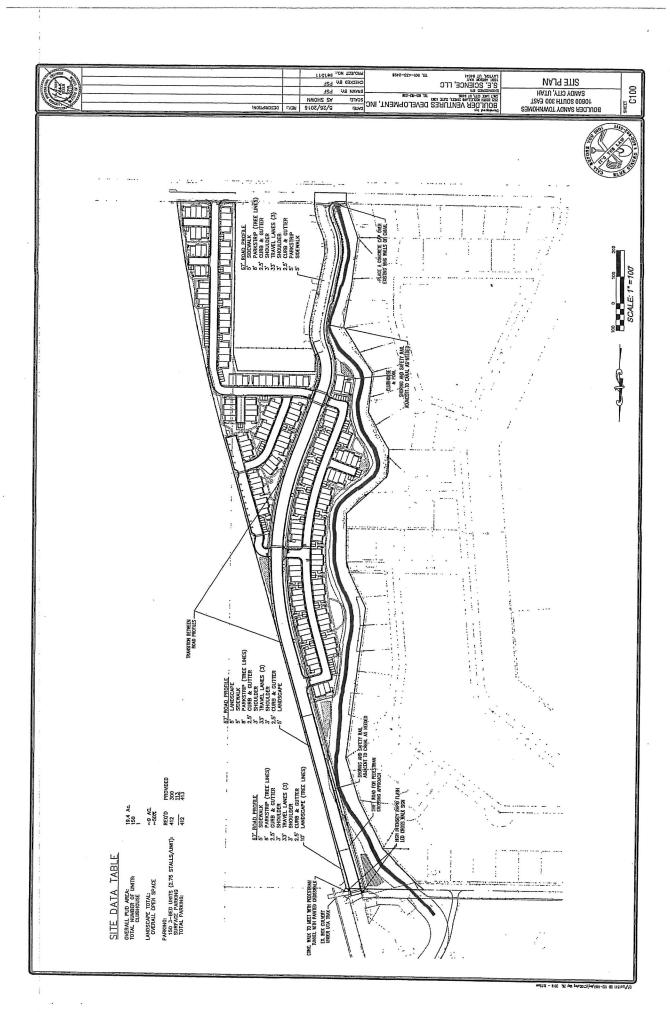


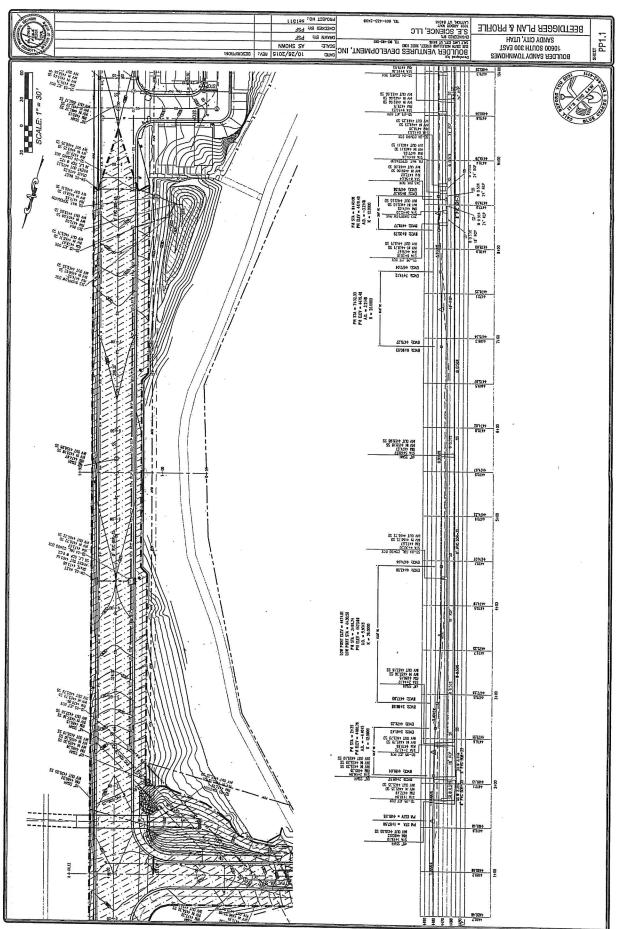
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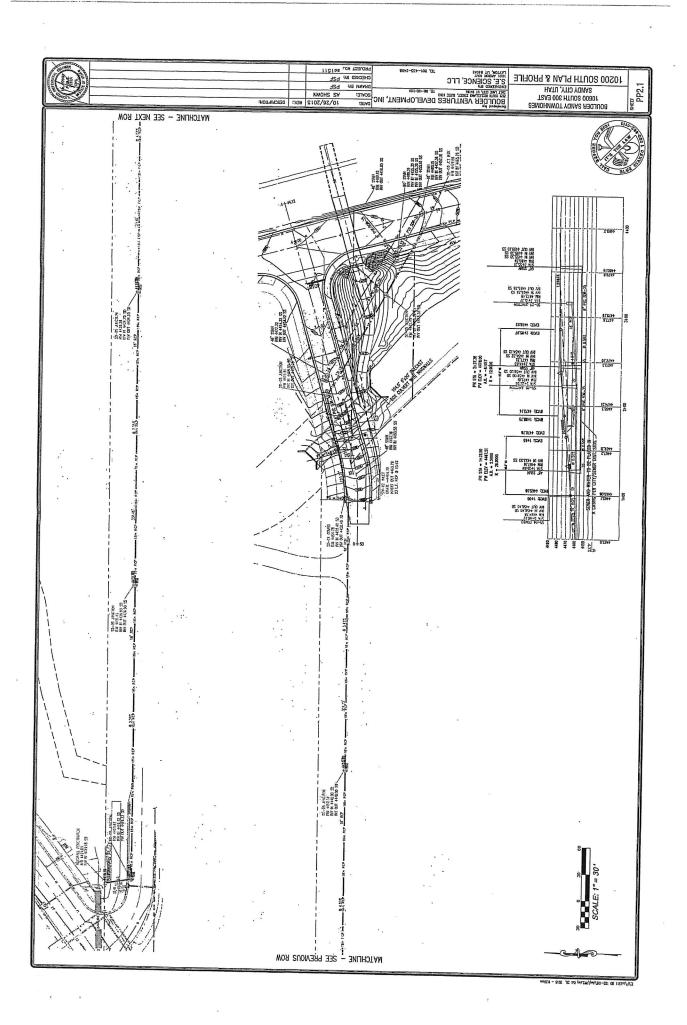


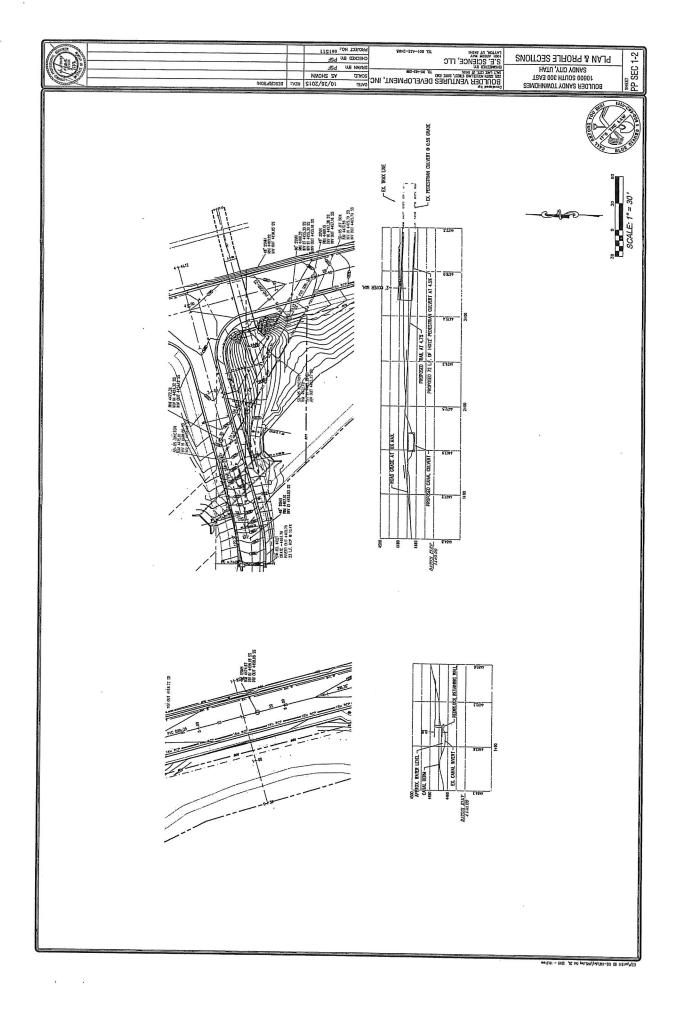
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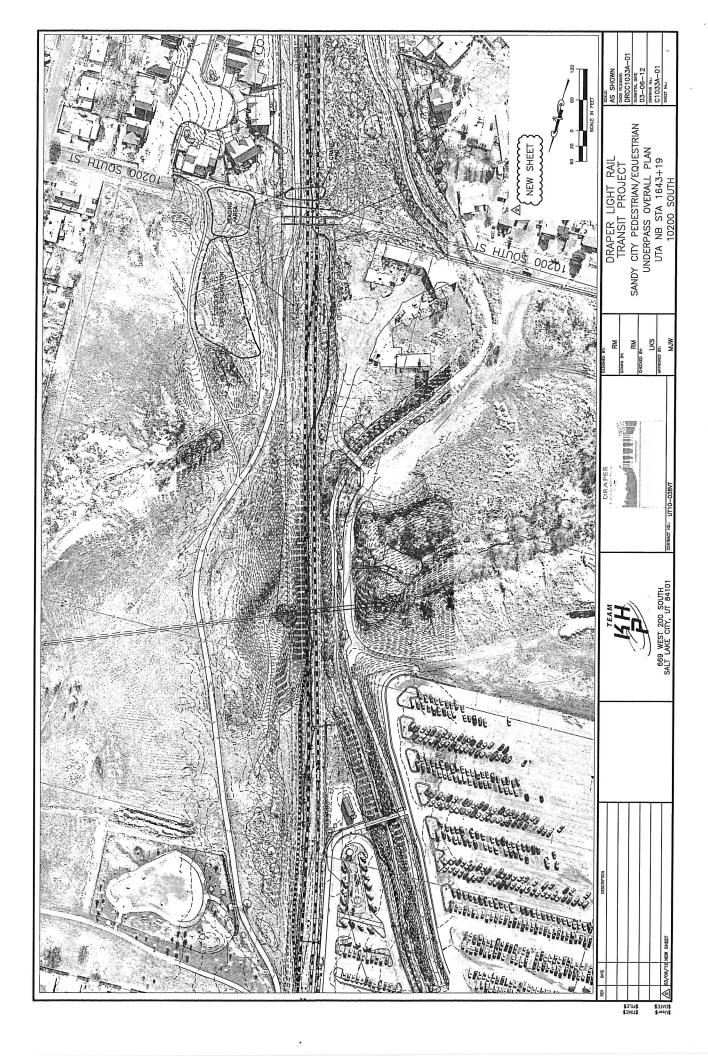


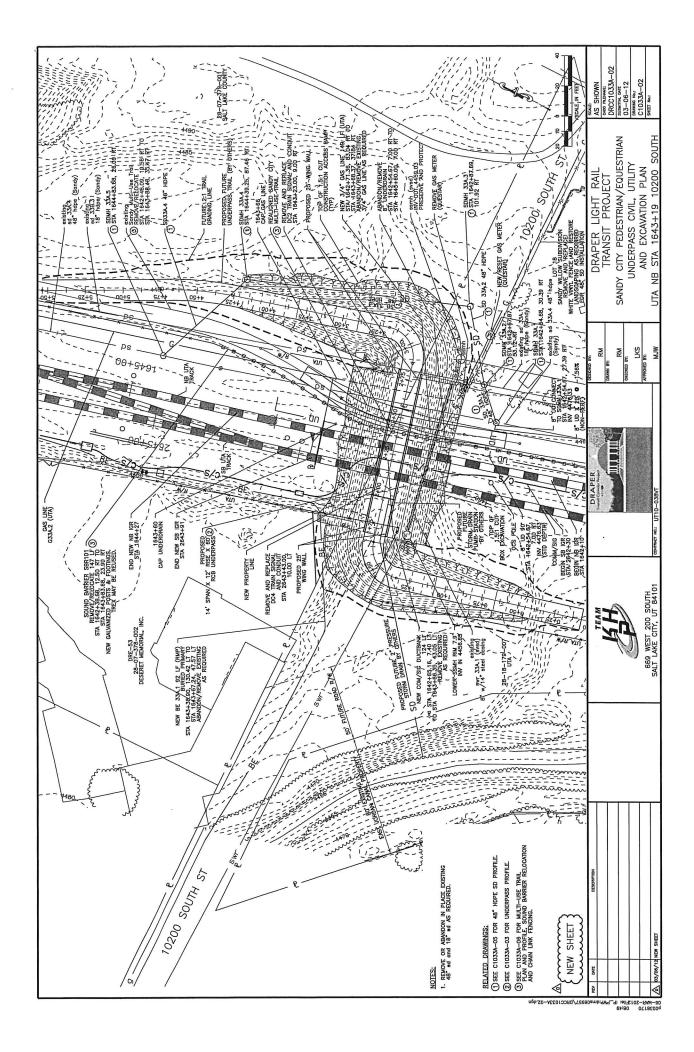


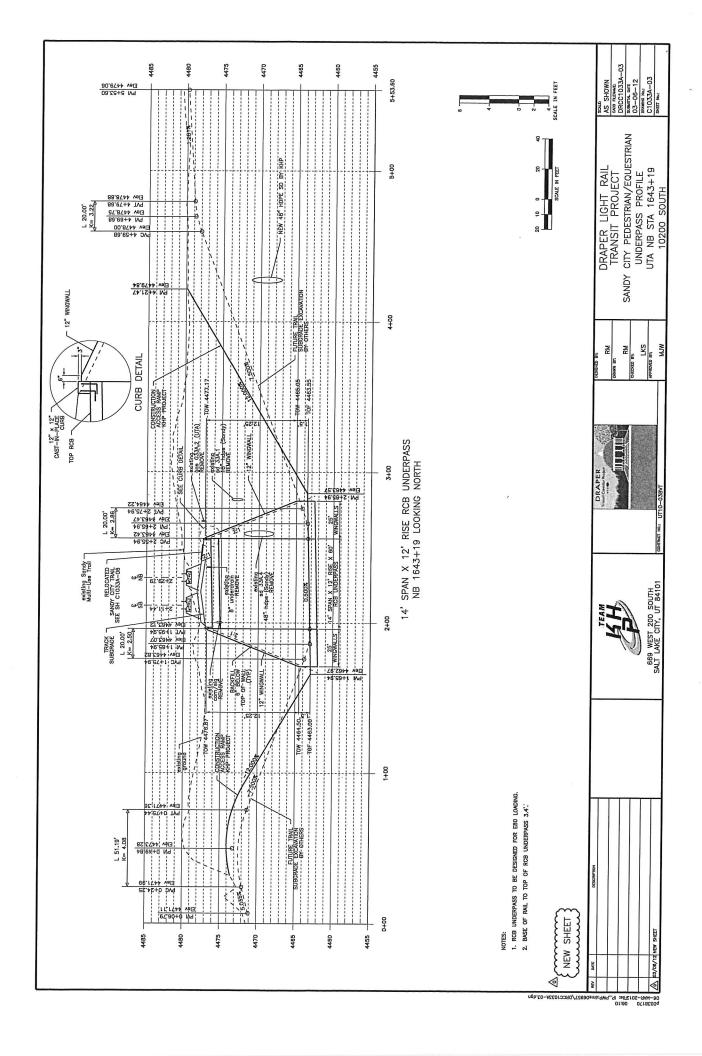


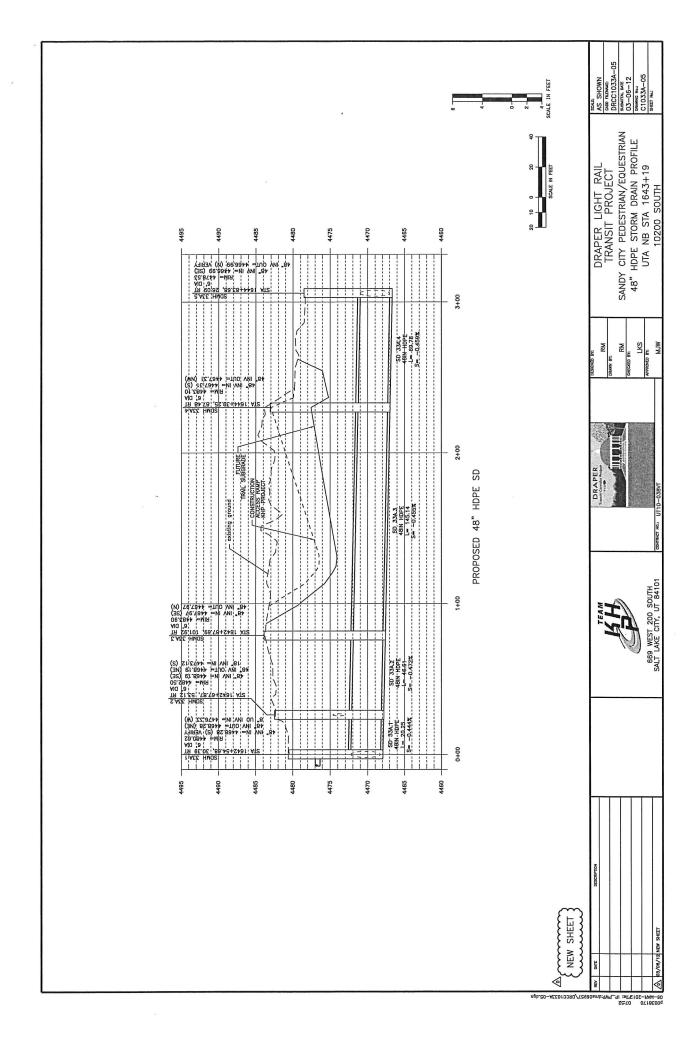












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