

REQUEST FOR COUNCIL ACTION

SUBJECT: Installation and maintenance of an ADA pedestrian access and crossing at for the Gardner Village TRAX Trail Connection

SUMMARY: Approve the Pedestrian Access and Crossing Agreement with the Utah Transit Authority (UTA) for the installation and maintenance of an ADA pedestrian access and crossing, in an amount not to exceed \$940.00.


FISCAL IMPACT: Funding for the project will come from the Gardner Village TRAX Trail Connection account.

STAFF RECOMMENDATION: Staff recommends approval of the Pedestrian Access and Crossing Agreement with UTA for the installation and maintenance of an ADA pedestrian access and crossing, in an amount not to exceed \$940.00.

MOTIONS RECOMMENDED: "I move to adopt Resolution No. 19-105 authorizing the Mayor to execute the Pedestrian Access and Crossing Agreement with UTA for the installation and maintenance of an ADA pedestrian access and crossing, in an amount not to exceed \$940.00."

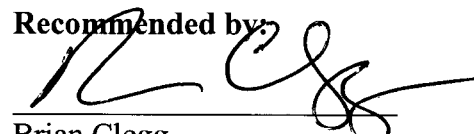
Roll Call vote required.

Prepared and to be Presented by:



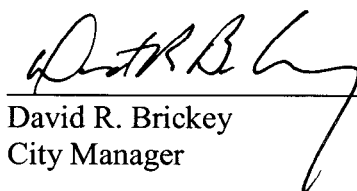
David Murphy, P.E.
Engineering Manager for Capital Projects

Recommended by:



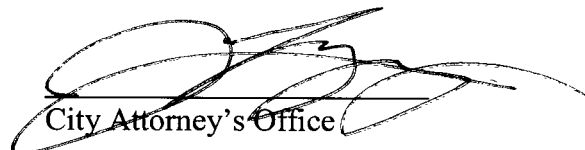
Brian Clegg
Public Works Director

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND

This agreement helps complete the permitting needed to add the trail connection from the Jordan River Parkway Trail system to the platform area of the Gardner Village Trax Station. The new pathway trail will come from the constructed wetlands area up the south side of the rail alignment to the platform, and will provide a new access for pedestrians and bicyclists. The agreement envisions perpetual use as long as West Jordan maintains the trail and connection per the plans accepted by UTA. The agreement has further notification requirements, which if met, require no further costs from the City.

This agreement must be processed if the trail connection construction is to move forward. Budget is available for this permit cost.

Attachments:

- Resolution
- Pedestrian Access and Crossing Agreement

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-105

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
PEDESTRIAN ACCESS AND CROSSING AGREEMENT BETWEEN
THE CITY OF WEST JORDAN AND THE UTAH TRANSIT AUTHORITY**

WHEREAS, the City Council of the City of West Jordan desires to approve the attached Pedestrian Access and Crossing Agreement (UTA Contract # MJ/S/6567/PT) with the Utah Transit Authority ("UTA") for the construction and maintenance of an ADA pedestrian access and crossing in an amount not to exceed \$940.00; and

WHEREAS, the Mayor is authorized to execute the Pedestrian Access and Crossing Agreement (UTA Contract # MJ/S/6567/PT) with UTA for the construction and maintenance of an ADA pedestrian access and crossing, in an amount not to exceed \$940.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized to execute the Pedestrian Access and Crossing Agreement (UTA Contract # MJ/S/6567/PT) with UTA for the construction and maintenance of an ADA pedestrian access and crossing in an amount not to exceed \$940.00.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 22nd day of May 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs
City Recorder

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

PEDESTRIAN ACCESS AND CROSSING AGREEMENT
(Interlocal Municipal Form)

UTA Contract # MJ/S/6567/PT
Mile Post: MJ 2.50
Latitude: 40.608275
Longitude: -111.923777
West Jordan, Utah

THIS PEDESTRIAN ACCESS AND CROSSING AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2019 **(to be dated after the final executing signature by UTA)**, by and between UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and West Jordan City, a political subdivision of the state of Utah, with a principal address of 8000 South Redwood Road, West Jordan, UT 84088 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of a certain railroad corridor known as the Mid-Jordan Light Rail Line (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, Licensee intends to install and maintain an ADA pedestrian access and crossing (the "Pedestrian Access") that will connect to and cross the surface of the Right of Way at approximately Mile Post MJ 2.050 (Latitude 40.608275, Longitude-111.923777) in West Jordan, Utah; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Pedestrian Access.

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:

ARTICLE I
INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial installation of the Pedestrian Access (or any improvements to the Pedestrian Access) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Pedestrian Access (or any improvements to the Pedestrian Access) in or otherwise materially affecting the Right of Way.

1.2 "Emergency Access Manager" means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is (801) 562-1229. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 “Freight Operator” means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 “Governmental Authority” means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 “Hazardous Materials” mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms “response” and “remedial action” are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an “Environmental Law”); or (ii) which are defined as “hazardous wastes,” “hazardous substances,” “pollutants” or “contaminants” under any Environmental Law.

1.6 “Losses” mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term “Losses” shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs excluded from Licensee’s indemnification obligations and assumed by UTA pursuant to Sections 8.1 and 8.2 of this Agreement.

1.7 “Maintain” and “Maintenance” mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Pedestrian Access (or any improvements to the Pedestrian Access) in or otherwise materially affecting the Right of Way.

1.8 “Master Interlocal Agreement” means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA’s rights of way are situated.

1.9 “Party” and “Parties” mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 “Pedestrian Access” means the ADA compliant public pedestrian access, safety warning devices, associated infrastructure and channelized vinyl coated chain link fencing to be installed and maintained by Licensee on and across the surface of the Right of Way at Mile Post MJ 2.50 (Latitude 40.608275, Longitude -111.923777) on the Mid-Jordan Light Rail Line in West Jordan, Utah as described in Exhibit “A”. The term “Pedestrian Access” shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Pedestrian Access that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.11 “Third Person” means any individual, corporation or legal entity other than UTA and Licensee.

1.12 “Track Improvements” mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings

and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.13 “UTA System” means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.14 “Utility” and “Utilities” mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.15 “Work Window” means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Pedestrian Access within the Right of Way is permissible. UTA may, at any time and at UTA’s sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expense incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Pedestrian Access in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated **October 1, 2018** and approved by UTA Engineer on **January 24, 2019** marked Exhibit “A” (Exhibit “A” is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of **\$0** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of **\$788.00** and Special Inspection cost of **\$152.00** (these fees are more clearly described in Section 5.1).

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee’s request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA’s permission to enter the Right of Way shall be formalized in writing and delivered to

Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or the Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE PEDESTRIAN ACCESS

4.1 All Construction and Maintenance with respect to the Pedestrian Access shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Pedestrian Access shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the requirements of any applicable Governmental Authority. UTA may impose requirements in addition to or more stringent than industry or legal standards if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Pedestrian Access shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or otherwise materially affecting the Right of Way in connection with the Pedestrian Access to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Pedestrian Access, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval. Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Pedestrian Access shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements.

4.1.1 Licensee agrees to maintain all Pedestrian Access improvements in a good and workmanlike manner and in a manner consistent with the West Jordan City's other public walkways and sidewalks. All Maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of applicable governmental authority. Any landscaping, bushes, trees, plants, and the like within the Right of Way and Property shall be maintained by Licensee in a manner that is acceptable to UTA. Without limiting the foregoing, Licensee shall: (i) maintain all fencing in good condition and in a manner so as to discourage and prevent trespasses into other portions of the Right of Way and Property, for the full duration of License; and (ii) perform snow and ice removal in a reasonable manner. In the event Licensee fails to perform in accordance with these Maintenance requirements, and in addition to the termination remedies for default (as outlined in Article X of this Agreement), UTA shall have the right to self-perform or

contract for such Maintenance work and recover all reasonable costs so incurred from the Licensee.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Pedestrian Access, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Pedestrian Access "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Pedestrian Access. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pedestrian Access; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pedestrian Access. Except to the extent that liability is assumed by UTA as set forth in Sections 8.1 and 8.2 of this Agreement, Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Pedestrian Access including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefor.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Pedestrian Access in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Pedestrian Access in compliance with all applicable environmental laws. The Pedestrian Access shall be encased. Licensee shall take all suitable precautions to prevent any leakage or other interference with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for any reason the Construction of the Pedestrian Access causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Pedestrian Access, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the UTA, consistent with applicable Federal and State laws and regulations and to the satisfaction of UTA.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Pedestrian Access and related appurtenances at the Right of Way boundaries (where the Pedestrian Access enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of Pedestrian Access, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Pedestrian Access. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Pedestrian Access, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the Pedestrian Access are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.11 If Licensee fails to notify UTA a minimum of ten (10) days before the initial installation of the Pedestrian Access or if Licensee's Contractor fails to obtain a Contractor Agreement, Licensee agrees to pay UTA an additional three thousand dollars (**\$3,000**) as a fee for the initial inspection of the Pedestrian Access, together with any other additional fees incurred by UTA to verify that the Pedestrian Access was installed as per the approved plans. Such review and verification could include exposing the line to verify the depth of and materials installed. If the Pedestrian Access was not installed in the approved location, depth, and with the approved materials, as described in the approved plans, Licensee agrees to remove the Pedestrian Access and reinstall it according to the approved plans at Licensee's sole cost and expense.

**ARTICLE V
CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS**

5.1 The current cost of flagging is \$788/day for an eight (8)-hour day and \$1,058/day for a twelve (12) - hour day. Flagging is charged in blocks, with a minimum billing of an eight (8) - hour period. The current cost for a special inspector is \$76/hour with a two (2) -hour minimum charge per inspection/inspector. UTA has determined that one (1), eight (8)-hour day for Flagging and one (1), two (2) -hour day for a Special Inspection will be needed for the construction of this Pedestrian Access. Licensee will pre-pay **\$940.00** for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Pedestrian Access extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within thirty (30) days of the date of completion of the Pedestrian Access. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within thirty (30) days, reimburse UTA for the reasonable costs thereby incurred.

**ARTICLE VI
LICENSEE TO BEAR ALL COSTS RELATED TO PEDESTRIAN ACCESS**

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.2 and Article 8 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Pedestrian Access.

**ARTICLE VII
SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF PEDESTRIAN ACCESS**

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Pedestrian Access is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within sixty (60) days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Pedestrian Access as UTA may reasonably designate. To the extent that the modification or relocation of the Pedestrian Access is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Pedestrian Access is necessitated because the Pedestrian Access is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Pedestrian Access, then Licensee shall be responsible for the costs of such relocation. All the terms, conditions and stipulations herein expressed with reference to the Pedestrian Access in the

location described herein shall, so far as the Pedestrian Access remains on UTA property, apply to the Pedestrian Access as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees"), from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Pedestrian Access; (b) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Pedestrian Access; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Pedestrian Access exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

**ARTICLE IX
CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES**

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Pedestrian Access, and for all labor performed with respect to the Pedestrian Access. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Pedestrian Access to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Pedestrian Access or any improvements, appliances, or fixtures connected therewith.

**ARTICLE X
TERMINATION**

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Pedestrian Access in an active and substantial way for any continuous period of one (1) year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of thirty (30) days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such thirty (30)-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within thirty (30) days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Pedestrian Access from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

**ARTICLE XI
INSURANCE**

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number MJ/S/6567/PT, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the Pedestrian Access Crossing Agreement MJ/S/6567/PT in the railroad right of way known as the Mid-Jordan Light Rail Line at approximately Mile Post MJ 2.50 in West Jordan, Salt Lake County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate the license granted hereby immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit "B" shall be the limits the Licensee then has in effect or

that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit "B", including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the Pedestrian Access which is the subject of this Agreement.

ARTICLE XII REMOVAL OF PEDESTRIAN ACCESS UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee's sole cost and expense, remove the Pedestrian Access from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within thirty (30) days after receipt of the bill therefor. In the event UTA removes the Pedestrian Access pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their officers, employees, representatives, successors and assigns.

ARTICLE XV SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined

to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

ARTICLE XVI NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101
PropertyManagement@rideuta.com

With a Copy to:

Utah Transit Authority
Attn: Compliance Office
669 West 200 South
Salt Lake City, UT 84101

If to Licensee:

West Jordan City
Attn: City Engineer
8000 South Redwood Road
West Jordan, UT 84088

ARTICLE XVII NO IMPLIED WAIVER

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

ARTICLE XVIII ENTIRE AGREEMENT - COUNTERPARTS

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE XX
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

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

Reviewed and Approved as to Form for UTA

Brian Hertz
UTA Engineering

J. B. Blum
UTA Compliance Officer

UTAH TRANSIT AUTHORITY

By: _____
Paul Drake
Senior Manager Real Estate & TOD

By: _____
Spencer Burgoyne
Manager, Property Administration

By: _____
Shelley Nielsen
Sr. Property Administrator

LICENSEE

By: _____
Jim Riding, Mayor
West Jordan City

EXHIBIT "A"
DESIGN PLANS

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and mile post location]

SHEET NO.	1
-----------	---

U.S. Standard Units
(Inch-Pound Units)
ALL UNITS IN FEET UNLESS
OTHERWISE NOTED

UTAH DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED PROJECT

CITY OF WEST JORDAN

FEDERAL AID PROJECT

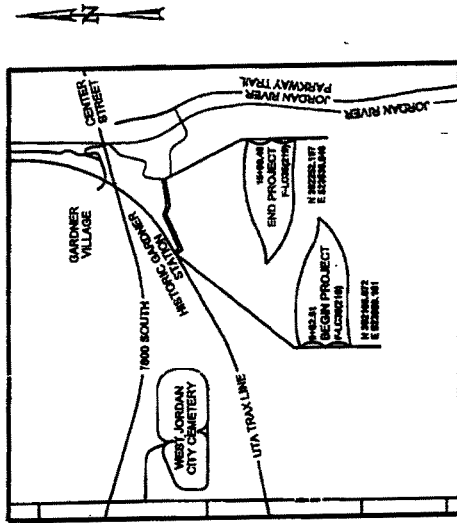
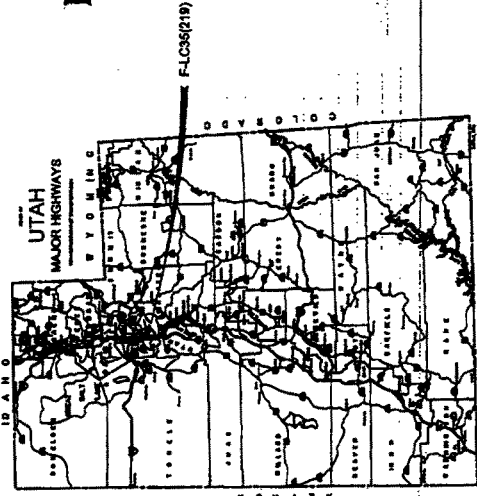
F-LC35(219) PIN:11097

JORDAN RIVER TRAIL - GARDNER VILLAGE TRAX STATION

PEDESTRIAN/BICYCLE SAFETY

SALT LAKE COUNTY

LENGTH 0.095 MILES



INDEX TO SHEETS	
SHEET NUMBER	DESCRIPTION
1-8	REFERENCE TO SHEETS
9-11	AMENDMENTS AND LEGEND
12-14	HORIZONTAL CONTROL
15-17	CROSS REFERENCE
18-21	TYPICAL SECTION
22-24	DETAILS
25-27	MARKET
28-30	ROADWAY
31-33	ROADWAY PROFILE
34-36	UTILITY
37-39	MARKING AND STRIPING

INDEX TO DRAWINGS	
SHEET NUMBER	DESCRIPTION
100-101	RIGHT-OF-WAY TITLE
102-103	SURVEY CONTROL
104-105	VERTICAL-CURVE PLAN

TOTAL SHEETS	
NUMBER OF SHEETS	DESCRIPTION
1	UTR TRACKWORK DETAILS

VERIFIED FOR SUBMISSION FOR ADVERTISEMENT
DESIGN ENGINEER
APPROVED FOR USE
PUBLIC WORKS DIVISION, CITY OF WEST JORDAN
UTAH DEPARTMENT OF TRANSPORTATION
APPROVED FOR ADVERTISEMENT
REGION 3 PROFESSIONAL ENGINEER

JORDAN RIVER TRAIL - GARDNER VILLAGE TRAX STATION

SURFACE FEATURE LINE STYLES		SURFACE OVERHEAD LINE STYLES		LINE STYLES		SYMBOLS	
CUT CATCH LINE	---	CABLE BUNDLE	---	ATM CABINET	☒	SEARCH MARK	⊕
FILL CATCH LINE	---	CABLE BUNDLE	---	CABLE TV BAC	⊕	CABLE TV BAC	⊕
TEMPORARY BERM	---	CABLE OVERHEAD	---	ELECTRIC TRANSFORMER	⊕	ELECTRIC TRANSFORMER	⊕
CABLE BANNER	---	CABLE OVERHEAD	---	CABLE LINE	⊕	CABLE LINE	⊕
BUILDING	---	CONDUIT	---	STATION CENTER PANEL	⊕	STATION CENTER PANEL	⊕
FENCE, CHAIN LINK	---	CONDUIT	---	STATION CENTER MET PANEL	⊕	STATION CENTER MET PANEL	⊕
Fence, Chain Link Existing	---	CONDUIT	---	MONUMENT	⊕	MONUMENT	⊕
FENCE, WIRE	---	CONDUIT	---	PAROLE BALLOON	⊕	PAROLE BALLOON	⊕
Fence, Wire Existing	---	CONDUIT	---	POST OF WAY MARKER	⊕	POST OF WAY MARKER	⊕
FENCE, WOOD	---	CONDUIT	---	SIGN (SINGLE POST)	⊕	SIGN (SINGLE POST)	⊕
Fence, Wood Existing	---	CONDUIT	---	SIGN (DOUBLE POST)	⊕	SIGN (DOUBLE POST)	⊕
Flow Line	---	CONDUIT	---	Signal Pole Existing	⊕	Signal Pole Existing	⊕
Flow Line Existing	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
GUARDRAIL	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
GUARDRAIL	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
HOSE WALL	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
HOSE WALL	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
RAILROAD	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
RAILROAD	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
PAVEMENT CUTTING	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
ROADMENT BANNER	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
SILT FENCE	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
STUMP BALE	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
VEGETATION LINE	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
BLACK WALL	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
Black Wall Existing	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
Stone Used Channel	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
Flow Existing	---	CONDUIT	---	UNDERGROUND SERVICE PID	⊕	UNDERGROUND SERVICE PID	⊕
RIGHT OF WAY LINE STYLES		CONDUIT		CONDUIT RETURN PARALLEL	⊕	CONDUIT RETURN PARALLEL	⊕
SECTION LINE	---	CONDUIT		DIE TACK	⊕	DIE TACK	⊕
QUARTER SECTION LINE	---	CONDUIT		TRUSS	⊕	TRUSS	⊕
40-ACRE LINE	---	CONDUIT		PIN HYDRANT	⊕	PIN HYDRANT	⊕
CITY BOUNDARY LINE	---	CONDUIT		VALVE	⊕	VALVE	⊕
PROPERTY LINE	---	CONDUIT		WATER	⊕	WATER	⊕
HWY NO-ACCESS LINE	---	CONDUIT		WATER	⊕	WATER	⊕
Building No-Access Line	---	CONDUIT		WATER	⊕	WATER	⊕
HWY RW & NO-ACCESS LINE	---	CONDUIT		WATER	⊕	WATER	⊕
Building RW & No-Access Line	---	CONDUIT		WATER	⊕	WATER	⊕
HWY LIMITED-ACCESS LINE	---	CONDUIT		WATER	⊕	WATER	⊕
Building Limited-Access Line	---	CONDUIT		WATER	⊕	WATER	⊕
HWY RW LIMITED-ACCESS LINE	---	CONDUIT		WATER	⊕	WATER	⊕
Building RW & Limited-Access Line	---	CONDUIT		WATER	⊕	WATER	⊕
RAILROAD RW LINE	---	CONDUIT		WATER	⊕	WATER	⊕
Existing Railroad RW Line	---	CONDUIT		WATER	⊕	WATER	⊕
FRONTAGE ROAD RW	---	CONDUIT		WATER	⊕	WATER	⊕
Building Frontage Road RW	---	CONDUIT		WATER	⊕	WATER	⊕
HIGHWAY RW	---	CONDUIT		WATER	⊕	WATER	⊕
Building Highway RW	---	CONDUIT		WATER	⊕	WATER	⊕
PROFESSIONAL ENGINEER	---	CONDUIT		WATER	⊕	WATER	⊕
Building Professional Engineer	---	CONDUIT		WATER	⊕	WATER	⊕
TRANSPORT ELEMENT	---	CONDUIT		WATER	⊕	WATER	⊕
TRANSPORT ELEMENT	---	CONDUIT		WATER	⊕	WATER	⊕

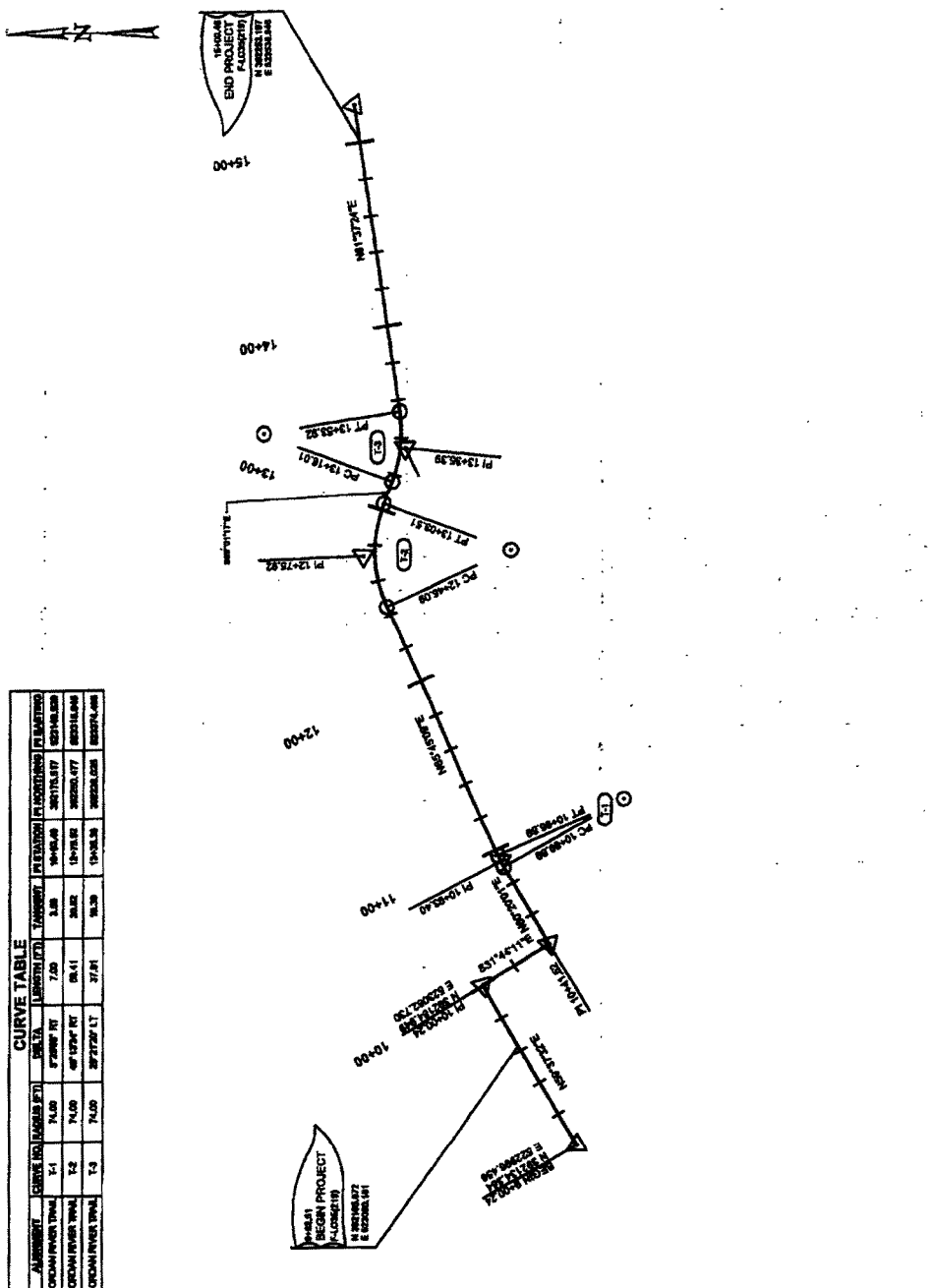
SYMBOLS		ABBREVIATIONS AND LEGEND	
ATM CABINET	☒	PROJECT	JORDAN RIVER TRAIL
SEARCH MARK	⊕	PROJECT NO.	F-1092(19)
CABLE TV BAC	⊕	DATE	11/07
ELECTRIC TRANSFORMER	⊕	APPROVED BY	PERSONS ENGINEERING
CABLE LINE	⊕	DATE	11/07/15
STATION CENTER PANEL	⊕	DESIGNED BY	PERSONS ENGINEERING
STATION CENTER MET PANEL	⊕	DATE	
MONUMENT	⊕	DATE	
PAROLE BALLOON	⊕	DATE	
POST OF WAY MARKER	⊕	DATE	
SIGN (SINGLE POST)	⊕	DATE	
SIGN (DOUBLE POST)	⊕	DATE	
Signal Pole Existing	⊕	DATE	
UNDERGROUND SERVICE PID	⊕	DATE	

PROJECT SPECIFIC SYMBOLS AND LINE STYLES	
POWER SOURCE CIRCUIT	---
SIGNAL CIRCUIT	---
ANAL CIRCUIT	---
PROBATION CIRCUIT	---
PERMITS CIRCUIT	---
PUSH BUTTON CIRCUIT	---
DETECTION CIRCUIT	---
DETECTION CIRCUIT	---
PULS CIRCUIT	---
POWER CIRCUIT	---
LIGHTING CIRCUIT	---
VISIO DETECTION CIRCUIT	---
VISIO DETECTION CIRCUIT	---
RAOD DETECTION CIRCUIT	---
PERMITS CIRCUIT	---

SYMBOLS	
ATM CABINET	☒
SEARCH MARK	⊕
CABLE TV BAC	⊕
ELECTRIC TRANSFORMER	⊕
CABLE LINE	⊕
STATION CENTER PANEL	⊕
STATION CENTER MET PANEL	⊕
MONUMENT	⊕
PAROLE BALLOON	⊕
POST OF WAY MARKER	⊕
SIGN (SINGLE POST)	⊕
SIGN (DOUBLE POST)	⊕
Signal Pole Existing	⊕
UNDERGROUND SERVICE PID	⊕

ABBREVIATIONS AND LEGEND	
PROJECT	JORDAN RIVER TRAIL
PROJECT NO.	F-1092(19)
DATE	11/07
APPROVED BY	PERSONS ENGINEERING
DATE	11/07/15
DESIGNED BY	PERSONS ENGINEERING
DATE	

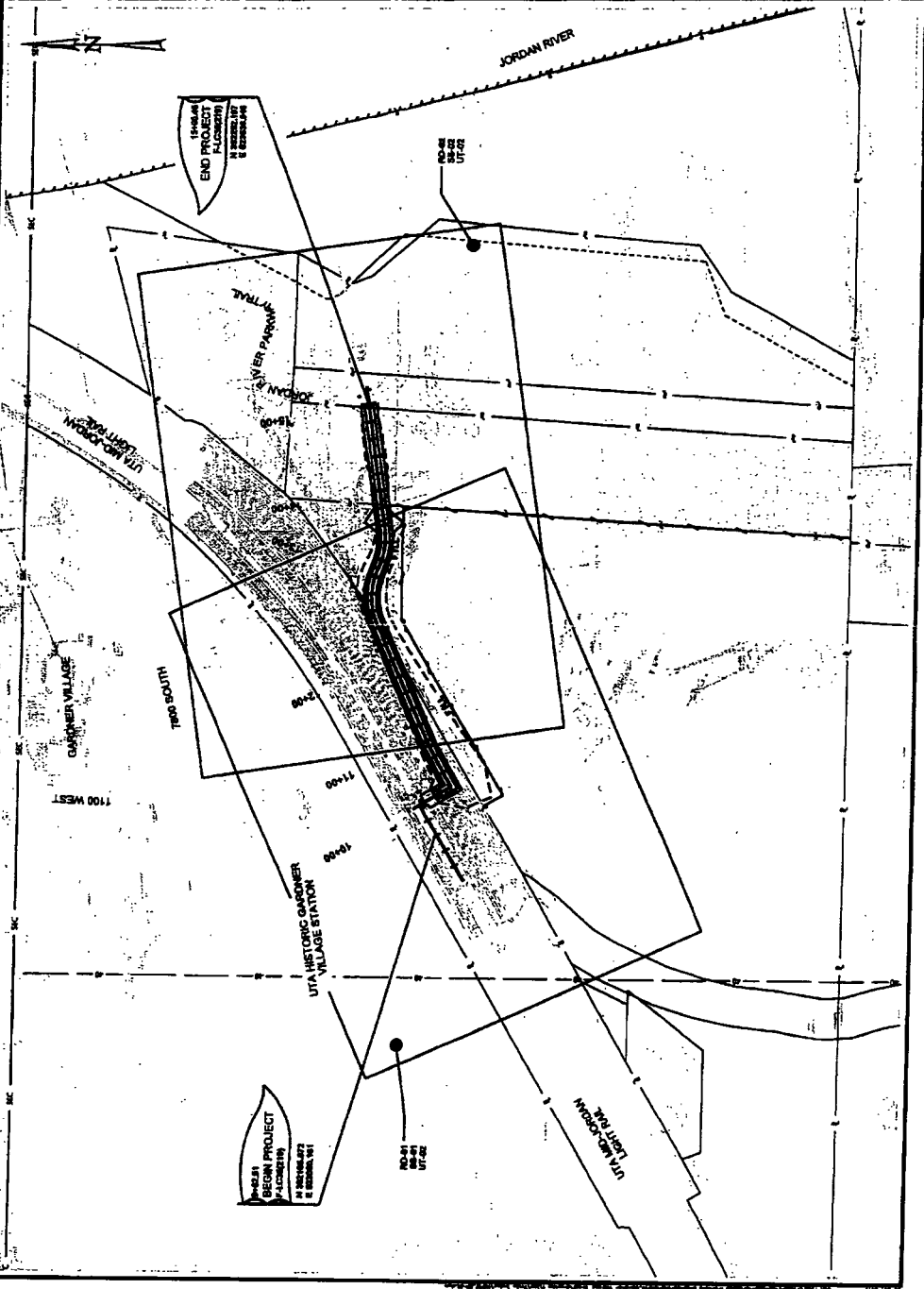
UTAH DEPARTMENT OF TRANSPORTATION		PROJECT NO. 11087	
PROPOSED HIGHWAY		HORIZONTAL CONTROL	
JORDAN RIVER TRAIL		FILED (2-18)	
GARDNER VILLAGE TRAIL STATION		DATE	
DATE		BY	
DRAWN BY		CHECKED BY	
SCALE		SHEET NO.	
PROJECT NO.		SHEET NO.	



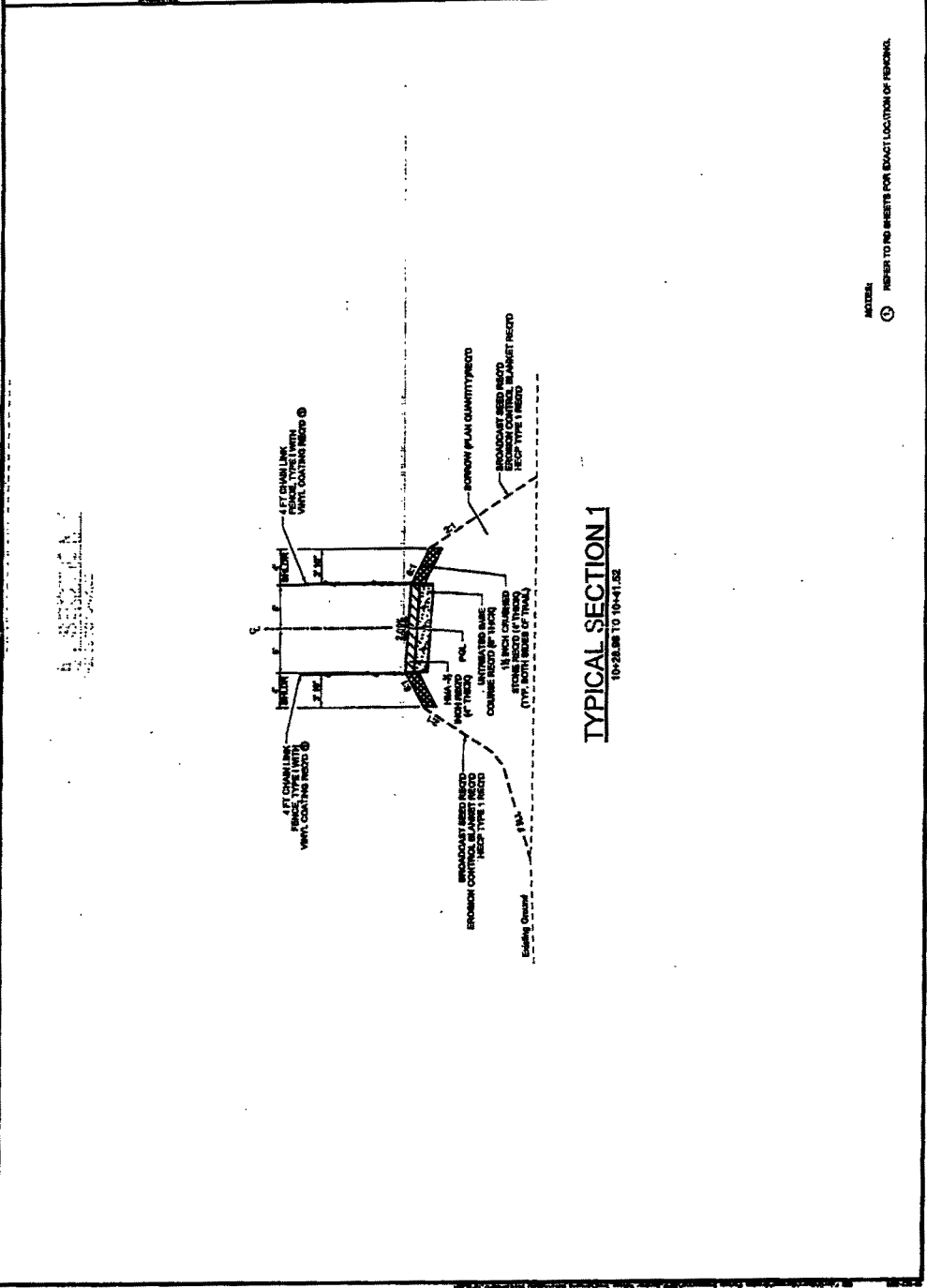
CURVE TABLE

STATION	CURVE NO.	START STA.	END STA.	PI	PC	PT	PE	EA	EB	EC	ED
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11+00	2	11+00.00	11+48.58	11+65.55	11+48.58	11+82.52	11+98.52	11+48.58	11+82.52	11+98.52	11+48.58
12+00	3	12+00.00	12+48.58	12+65.55	12+48.58	12+82.52	12+98.52	12+48.58	12+82.52	12+98.52	12+48.58
13+00	4	13+00.00	13+48.58	13+65.55	13+48.58	13+82.52	13+98.52	13+48.58	13+82.52	13+98.52	13+48.58
14+00	5	14+00.00	14+48.58	14+65.55	14+48.58	14+82.52	14+98.52	14+48.58	14+82.52	14+98.52	14+48.58
15+00	6	15+00.00	15+48.58	15+65.55	15+48.58	15+82.52	15+98.52	15+48.58	15+82.52	15+98.52	15+48.58

UTAH DEPARTMENT OF TRANSPORTATION		JORDAN RIVER TRAIL	
PROJECT: GARDNER VILLAGE TRAIL STATION		PROJECT: GARDNER VILLAGE TRAIL STATION	
DATE: 11/08/07		DATE: 11/08/07	
DRAWN BY: [blank]		DRAWN BY: [blank]	
CHECKED BY: [blank]		CHECKED BY: [blank]	
SCALE: [blank]		SCALE: [blank]	
SHEET NO. [blank]		SHEET NO. [blank]	
TOTAL SHEETS [blank]		TOTAL SHEETS [blank]	



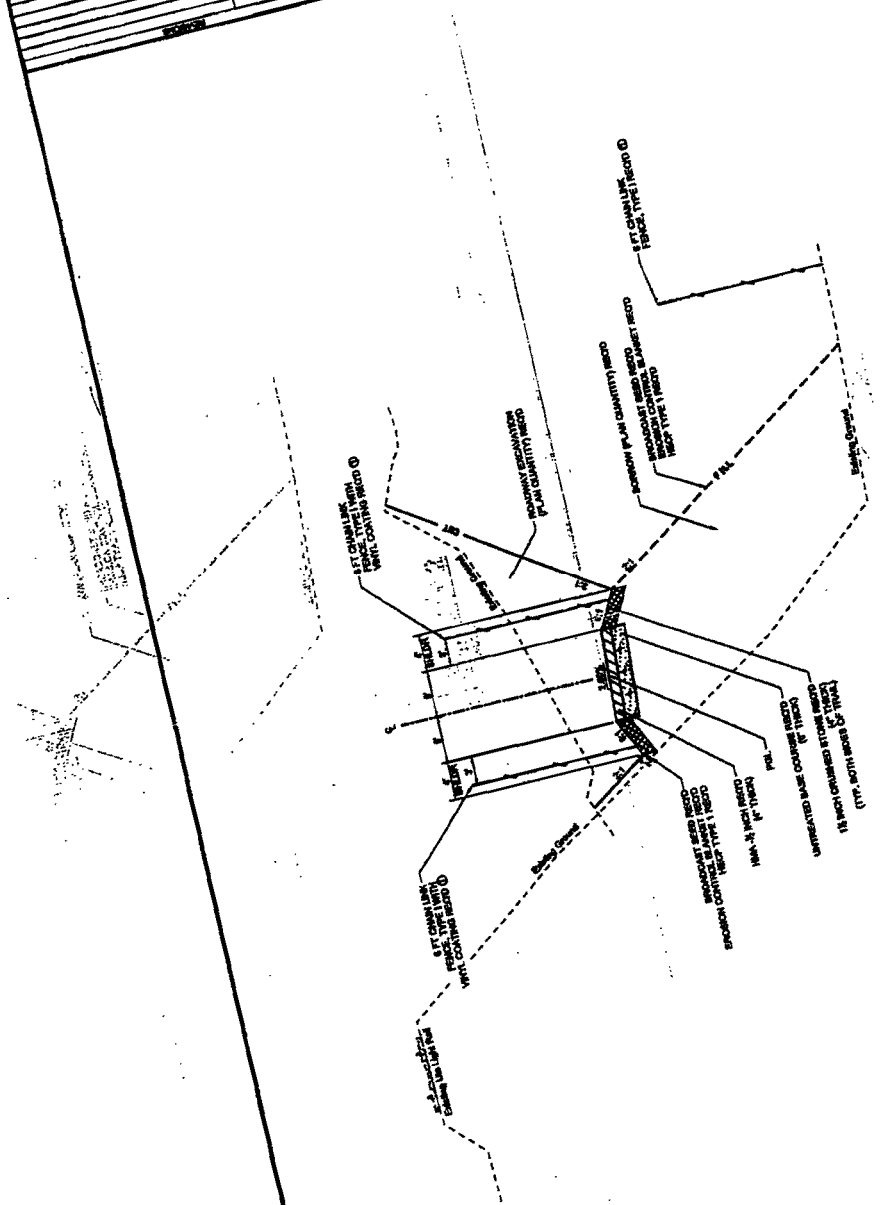
UTAH DEPARTMENT OF TRANSPORTATION		PROJECT NO. 11087	
GARDNER VILLAGE TRAX STATION		DRAWN BY: LMS	
JORDAN RIVER TRAIL		CHECKED BY: []	
TYPICAL SECTION		DATE: 10-28-08	
REV. NO.		REV. DESCRIPTION	



TYPICAL SECTION 1
10-28-08 TO 10-4-1-02

NOTES:
① REFER TO PD SHEETS FOR EXACT LOCATION OF PERSONS.

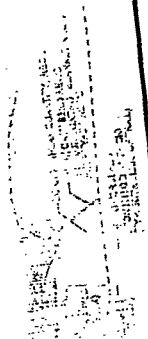
UTAH DEPARTMENT OF TRANSPORTATION		PERSONS INFORMATION	
PROJECT NO.	1187	DATE	11/87
DESIGNED BY		APPROVED BY	
CHECKED BY		DATE	
DRAWN BY		DATE	
SCALE		DATE	
TYPICAL SECTION		FLC(218)	
JORDAN RIVER TRAIL		GARDNER VILLAGE TRAIL STATION	
UTAH DEPARTMENT OF TRANSPORTATION		PERSONS INFORMATION	



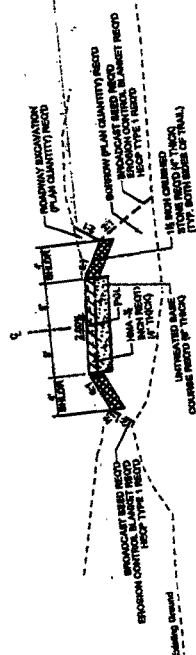
TYPICAL SECTION 2
 1/8" = 1'-0"

REFER TO SHEETS FOR EXACT LOCATION OF PRONGS

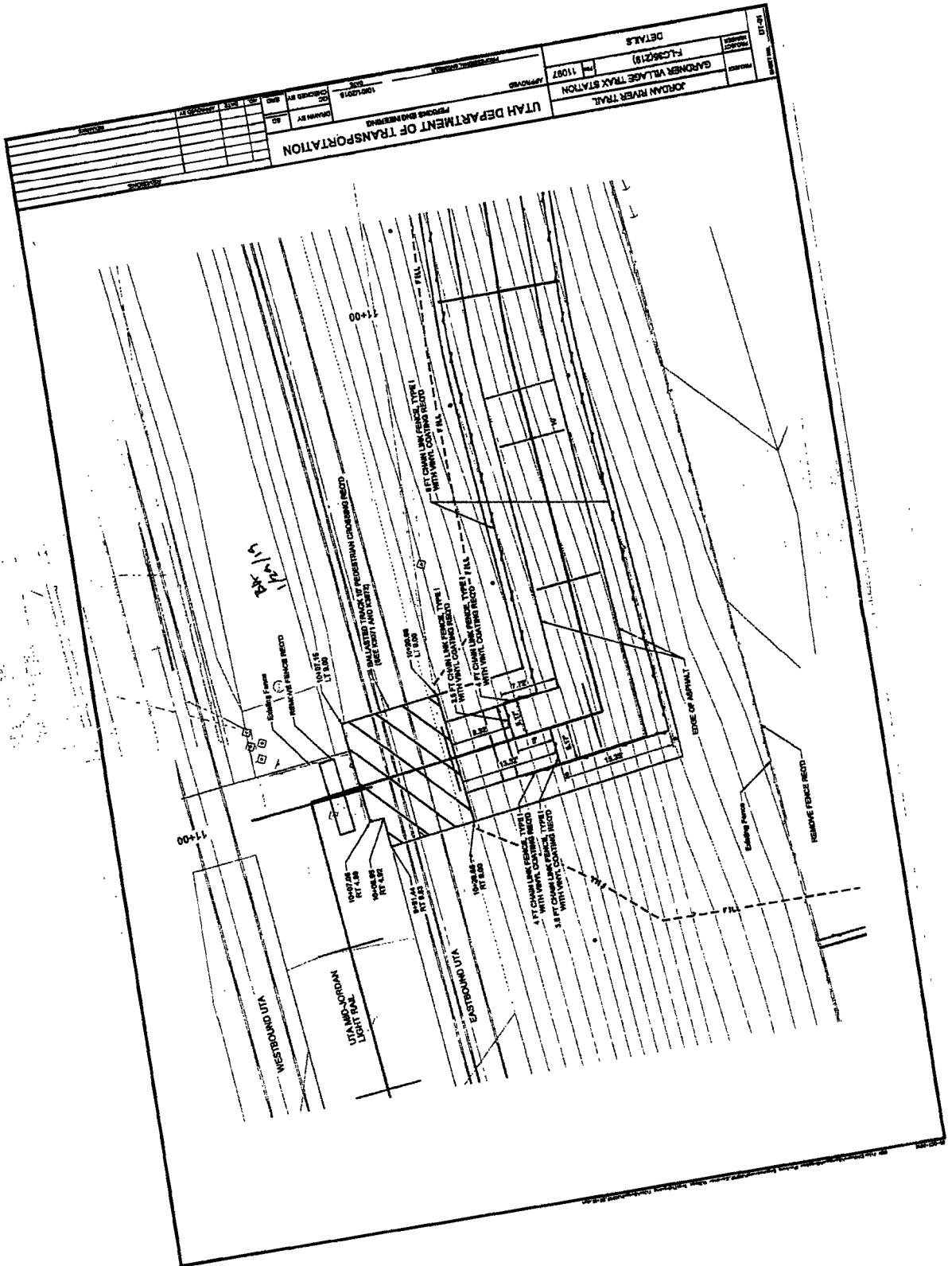
PROJECT		TYPICAL SECTION	
JORDAN RIVER TRAIL		FLC202(18)	
GARONER VILLAGE TRAIL STATION		11087	
UTAH DEPARTMENT OF TRANSPORTATION			
DESIGNED BY: []			
CHECKED BY: []			
APPROVED BY: []			
DATE: []			



11087



TYPICAL SECTION 3
13481.08 TO 11182.32



UTAH DEPARTMENT OF TRANSPORTATION				PROJECT NUMBER		DATE	
				11087		10/1/2015	
DESIGNED BY	10/1/2015	11087	11087	11087	11087	11087	11087
CHECKED BY							
APPROVED							
UTAH DEPARTMENT OF TRANSPORTATION				PROJECT NUMBER		DATE	
				11087		10/1/2015	
DESIGNED BY	10/1/2015	11087	11087	11087	11087	11087	11087
CHECKED BY							
APPROVED							
UTAH DEPARTMENT OF TRANSPORTATION				PROJECT NUMBER		DATE	
				11087		10/1/2015	
DESIGNED BY	10/1/2015	11087	11087	11087	11087	11087	11087
CHECKED BY							
APPROVED							

DETAILS

FLC032(15)

JORDAN RIVER TRAIL
GARDNER WALLACE TRAIL STATION

DATE PLOTTED

SCALE

PROJECT

DISTRICT

OFFICE

ENGINEER

DRAWN BY

CHECKED BY

DATE

PROJECT NUMBER

DATE

SCALE

PROJECT

DISTRICT

OFFICE

ENGINEER

DRAWN BY

CHECKED BY

DATE

PROJECT NUMBER

DATE

SCALE

PROJECT

DISTRICT

OFFICE

ENGINEER

DRAWN BY

CHECKED BY

DATE

PROJECT NUMBER

DATE

SCALE

PROJECT

DISTRICT

OFFICE

ENGINEER

DRAWN BY

CHECKED BY

DATE

PROJECT NUMBER

UTAH DEPARTMENT OF TRANSPORTATION		APPROVED		SUMMARY	
JORDAN RIVER TRAIL		11987		F-1032(18)	
GARDNER VILLAGE TRAX STATION		11987		11987	
UTAH DEPARTMENT OF TRANSPORTATION		APPROVED		SUMMARY	
JORDAN RIVER TRAIL		11987		F-1032(18)	
GARDNER VILLAGE TRAX STATION		11987		11987	

BID ITEM	PAY ITEM NAME	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Installation	1	LUMP	864.42	864.42
2	20' Posts	600	POST	864.42	518,652.00
3	End Cap and Nuts	140	POST	864.42	121,018.80
4	Spacers	140	POST	864.42	121,018.80
5	Spacers	140	POST	864.42	121,018.80
6	Spacers	140	POST	864.42	121,018.80
7	Spacers	140	POST	864.42	121,018.80
8	Spacers	140	POST	864.42	121,018.80
9	Spacers	140	POST	864.42	121,018.80
10	Spacers	140	POST	864.42	121,018.80
11	Spacers	140	POST	864.42	121,018.80
12	Spacers	140	POST	864.42	121,018.80
13	Spacers	140	POST	864.42	121,018.80
14	Spacers	140	POST	864.42	121,018.80
15	Spacers	140	POST	864.42	121,018.80
16	Spacers	140	POST	864.42	121,018.80
17	Spacers	140	POST	864.42	121,018.80
18	Spacers	140	POST	864.42	121,018.80
19	Spacers	140	POST	864.42	121,018.80
20	Spacers	140	POST	864.42	121,018.80
21	Spacers	140	POST	864.42	121,018.80
22	Spacers	140	POST	864.42	121,018.80
23	Spacers	140	POST	864.42	121,018.80
24	Spacers	140	POST	864.42	121,018.80
25	Spacers	140	POST	864.42	121,018.80
26	Spacers	140	POST	864.42	121,018.80
27	Spacers	140	POST	864.42	121,018.80
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29	Spacers	140	POST	864.42	121,018.80
30	Spacers	140	POST	864.42	121,018.80

BID ITEM	PAY ITEM NAME	QUANTITY	UNIT	UNIT PRICE	TOTAL
31	Spacers	140	POST	864.42	121,018.80
32	Spacers	140	POST	864.42	121,018.80
33	Spacers	140	POST	864.42	121,018.80
34	Spacers	140	POST	864.42	121,018.80
35	Spacers	140	POST	864.42	121,018.80
36	Spacers	140	POST	864.42	121,018.80
37	Spacers	140	POST	864.42	121,018.80
38	Spacers	140	POST	864.42	121,018.80
39	Spacers	140	POST	864.42	121,018.80
40	Spacers	140	POST	864.42	121,018.80
41	Spacers	140	POST	864.42	121,018.80
42	Spacers	140	POST	864.42	121,018.80
43	Spacers	140	POST	864.42	121,018.80
44	Spacers	140	POST	864.42	121,018.80
45	Spacers	140	POST	864.42	121,018.80
46	Spacers	140	POST	864.42	121,018.80
47	Spacers	140	POST	864.42	121,018.80
48	Spacers	140	POST	864.42	121,018.80
49	Spacers	140	POST	864.42	121,018.80
50	Spacers	140	POST	864.42	121,018.80
51	Spacers	140	POST	864.42	121,018.80
52	Spacers	140	POST	864.42	121,018.80
53	Spacers	140	POST	864.42	121,018.80
54	Spacers	140	POST	864.42	121,018.80
55	Spacers	140	POST	864.42	121,018.80
56	Spacers	140	POST	864.42	121,018.80
57	Spacers	140	POST	864.42	121,018.80
58	Spacers	140	POST	864.42	121,018.80
59	Spacers	140	POST	864.42	121,018.80
60	Spacers	140	POST	864.42	121,018.80
61	Spacers	140	POST	864.42	121,018.80
62	Spacers	140	POST	864.42	121,018.80
63	Spacers	140	POST	864.42	121,018.80
64	Spacers	140	POST	864.42	121,018.80
65	Spacers	140	POST	864.42	121,018.80
66	Spacers	140	POST	864.42	121,018.80
67	Spacers	140	POST	864.42	121,018.80
68	Spacers	140	POST	864.42	121,018.80
69	Spacers	140	POST	864.42	121,018.80
70	Spacers	140	POST	864.42	121,018.80
71	Spacers	140	POST	864.42	121,018.80
72	Spacers	140	POST	864.42	121,018.80
73	Spacers	140	POST	864.42	121,018.80
74	Spacers	140	POST	864.42	121,018.80
75	Spacers	140	POST	864.42	121,018.80
76	Spacers	140	POST	864.42	121,018.80
77	Spacers	140	POST	864.42	121,018.80
78	Spacers	140	POST	864.42	121,018.80
79	Spacers	140	POST	864.42	121,018.80
80	Spacers	140	POST	864.42	121,018.80
81	Spacers	140	POST	864.42	121,018.80
82	Spacers	140	POST	864.42	121,018.80
83	Spacers	140	POST	864.42	121,018.80
84	Spacers	140	POST	864.42	121,018.80
85	Spacers	140	POST	864.42	121,018.80
86	Spacers	140	POST	864.42	121,018.80
87	Spacers	140	POST	864.42	121,018.80
88	Spacers	140	POST	864.42	121,018.80
89	Spacers	140	POST	864.42	121,018.80
90	Spacers	140	POST	864.42	121,018.80
91	Spacers	140	POST	864.42	121,018.80
92	Spacers	140	POST	864.42	121,018.80
93	Spacers	140	POST	864.42	121,018.80
94	Spacers	140	POST	864.42	121,018.80
95	Spacers	140	POST	864.42	121,018.80
96	Spacers	140	POST	864.42	121,018.80
97	Spacers	140	POST	864.42	121,018.80
98	Spacers	140	POST	864.42	121,018.80
99	Spacers	140	POST	864.42	121,018.80
100	Spacers	140	POST	864.42	121,018.80

LANDSCAPING SUMMARY

LINE	FROM	TO	QUANTITY	UNIT	REMARKS
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
TOTAL			5.00	EA	

MISCELLANEOUS SUMMARY

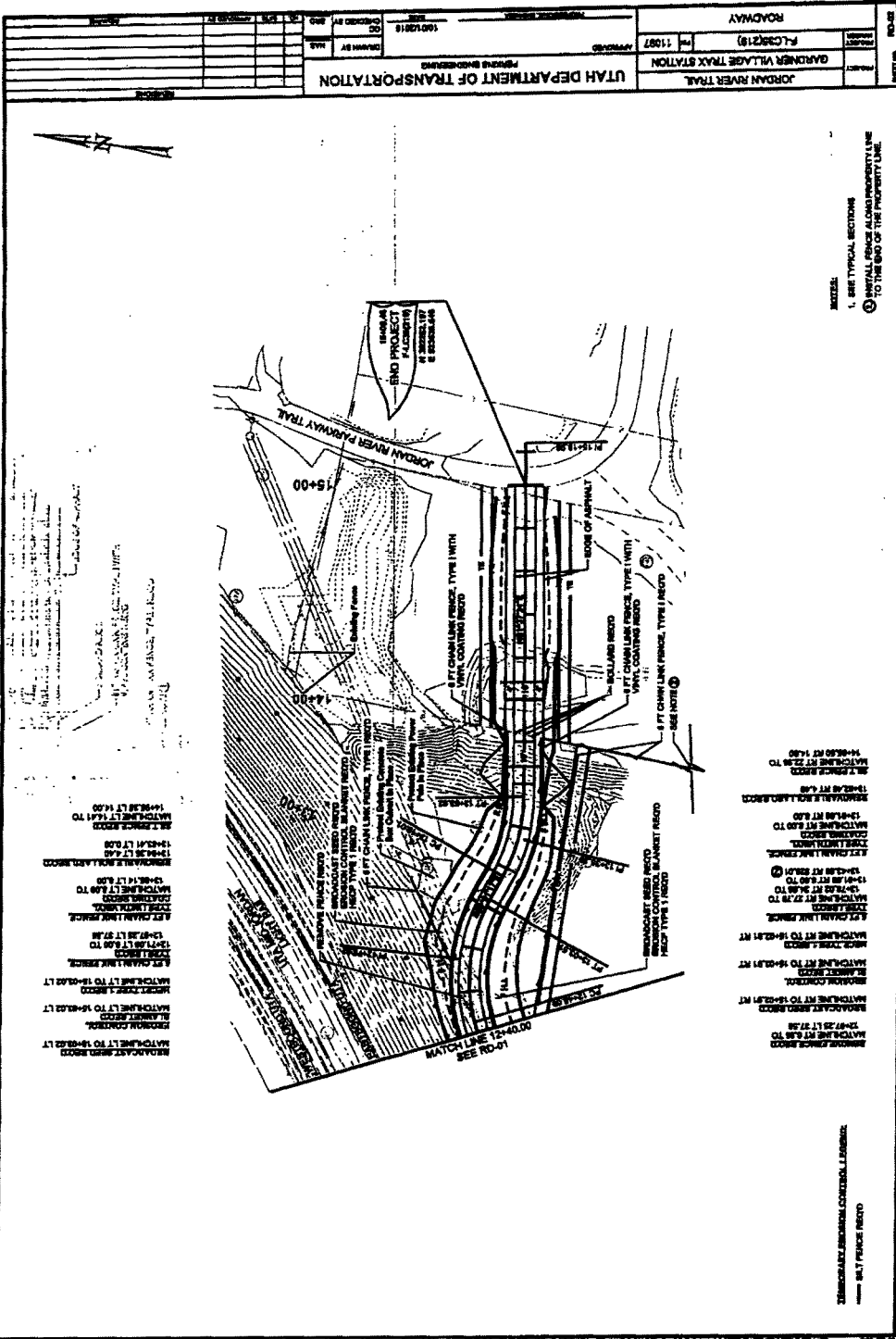
LINE	FROM	TO	QUANTITY	UNIT	REMARKS
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
TOTAL			5.00	EA	

PAVEMENT MARKING PAINT SUMMARY

LINE	FROM	TO	QUANTITY	UNIT	REMARKS
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
TOTAL			5.00	EA	

REMOVAL SUMMARY

LINE	FROM	TO	QUANTITY	UNIT	REMARKS
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
JORDAN RIVER TRAIL	10+00.00	10+00.00	1.00	EA	
TOTAL			5.00	EA	



ROADWAY		PROJECT	
UTAH DEPARTMENT OF TRANSPORTATION		JORDAN RIVER TRAIL	
DESIGNED BY		DRAWN BY	
CHECKED BY		DATE	
APPROVED		PROJECT NO.	
UTAH DEPARTMENT OF TRANSPORTATION		GARDNER VILLAGE TRAX STATION	
PROJECT NO. 1507		DATE 11/19/87	

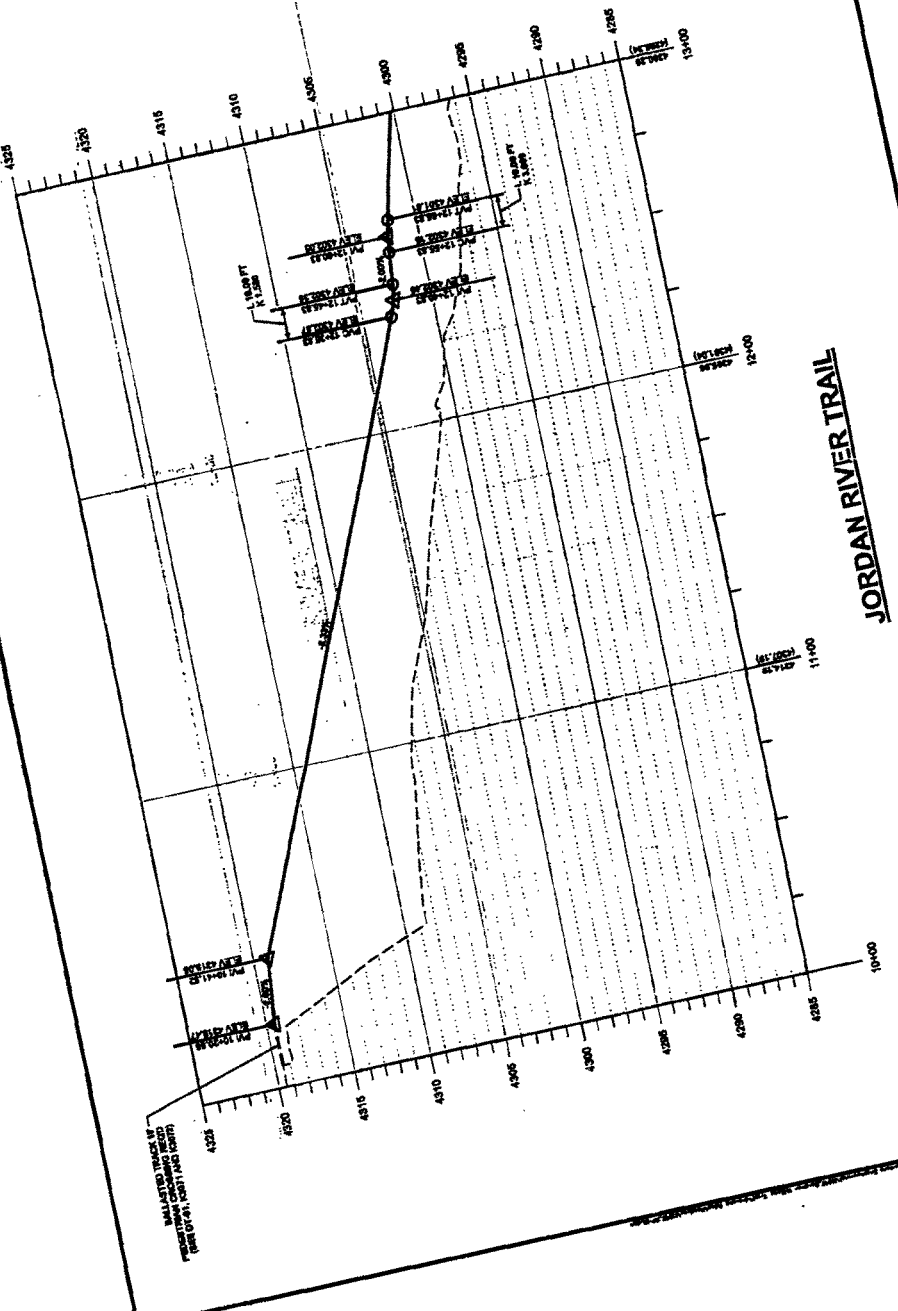
NOTES:
 1. SEE TYPICAL SECTIONS
 2. INSTALL FENCE ALONG PROPERTY LINE TO THE END OF THE PROPERTY LINE.

15+00
 15+10
 15+20
 15+30
 15+40.00
 MATCH LINE TO 15+00
 MATCH LINE TO 15+40.00
 SEE PD-61

15+00
 15+10
 15+20
 15+30
 15+40.00
 MATCH LINE TO 15+00
 MATCH LINE TO 15+40.00
 SEE PD-61

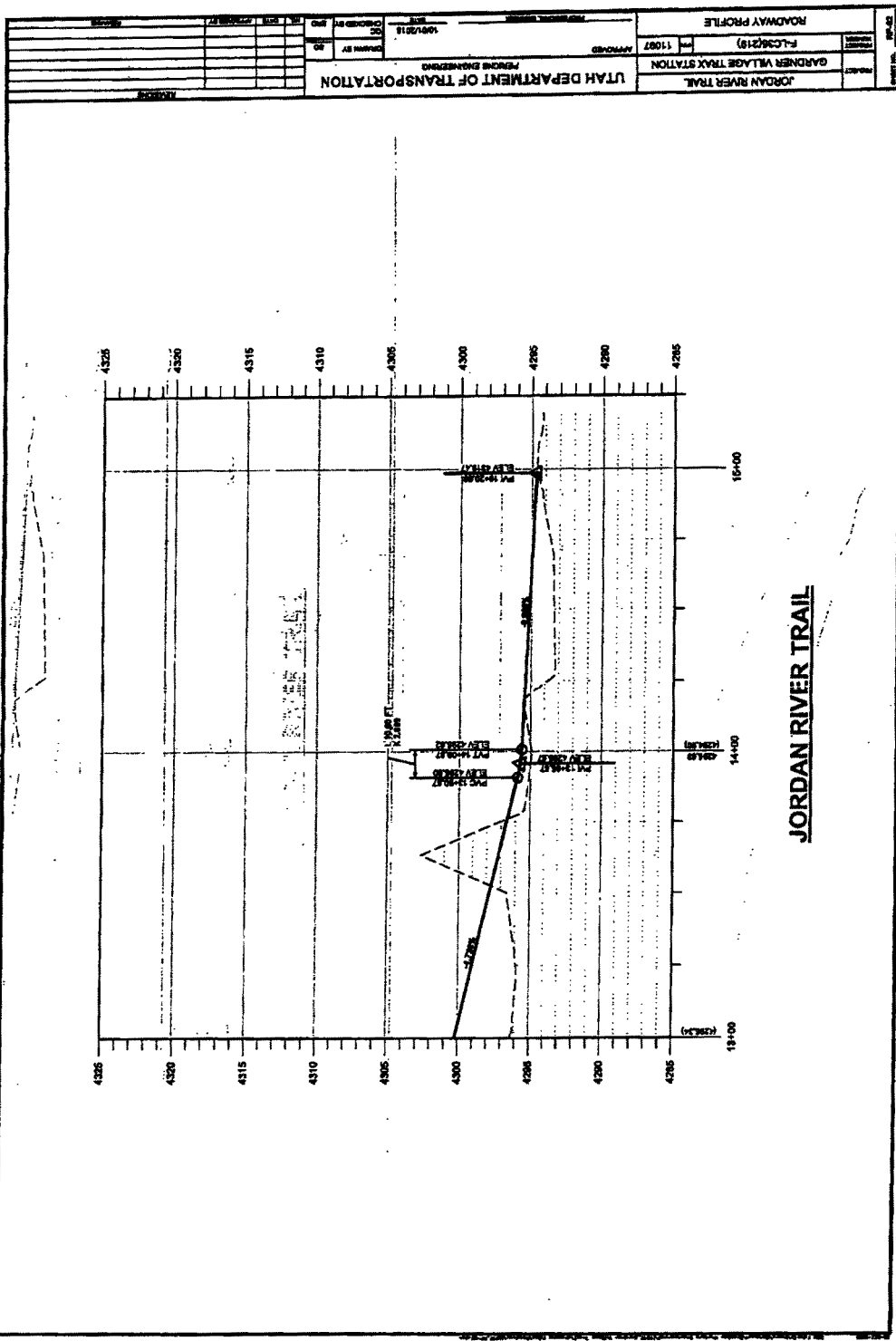
8 FT CHAIN LINK FENCE, TYPE I WITH 1/2\"/>

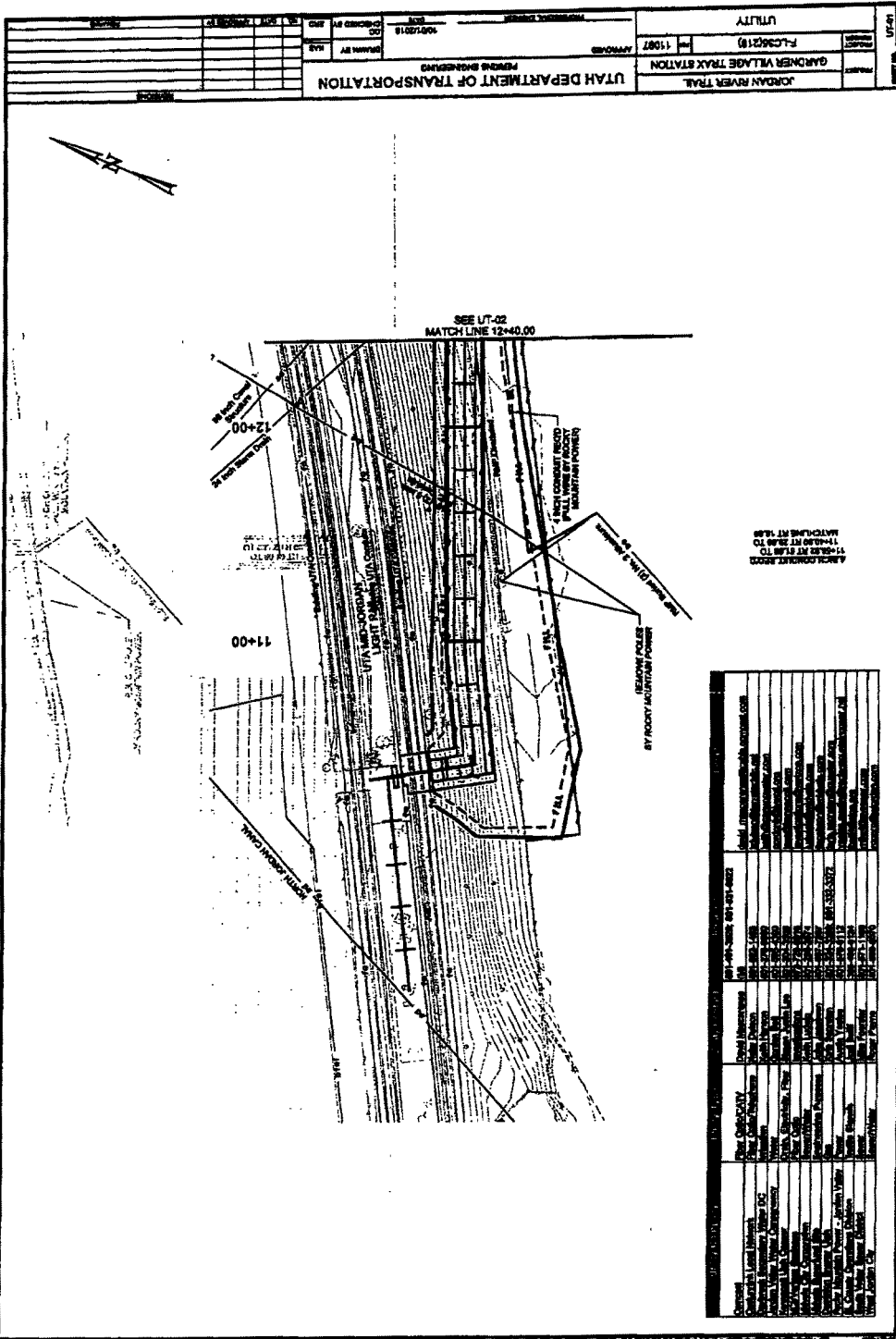
UTAH DEPARTMENT OF TRANSPORTATION		PERSONAL ENGINEERING		APPROVED	
PROJECT NO.	11087	DATE	10/10/15	BY	
PROJECT NAME	JORDAN RIVER TRAIL	DESIGNED BY		CHECKED BY	
LOCATION	GARDNER VILLAGE TRAIL STATION	SCALE		PROJECT	
PROJECT	F-123(218)	DATE		BY	
PROJECT	ROADWAY PROFILE	DATE		BY	



JORDAN RIVER TRAIL

UNALIGNED TRACK IS
PRESUMED TO BE
VERTICAL CURVE
(10+41) (10+42) (10+43)

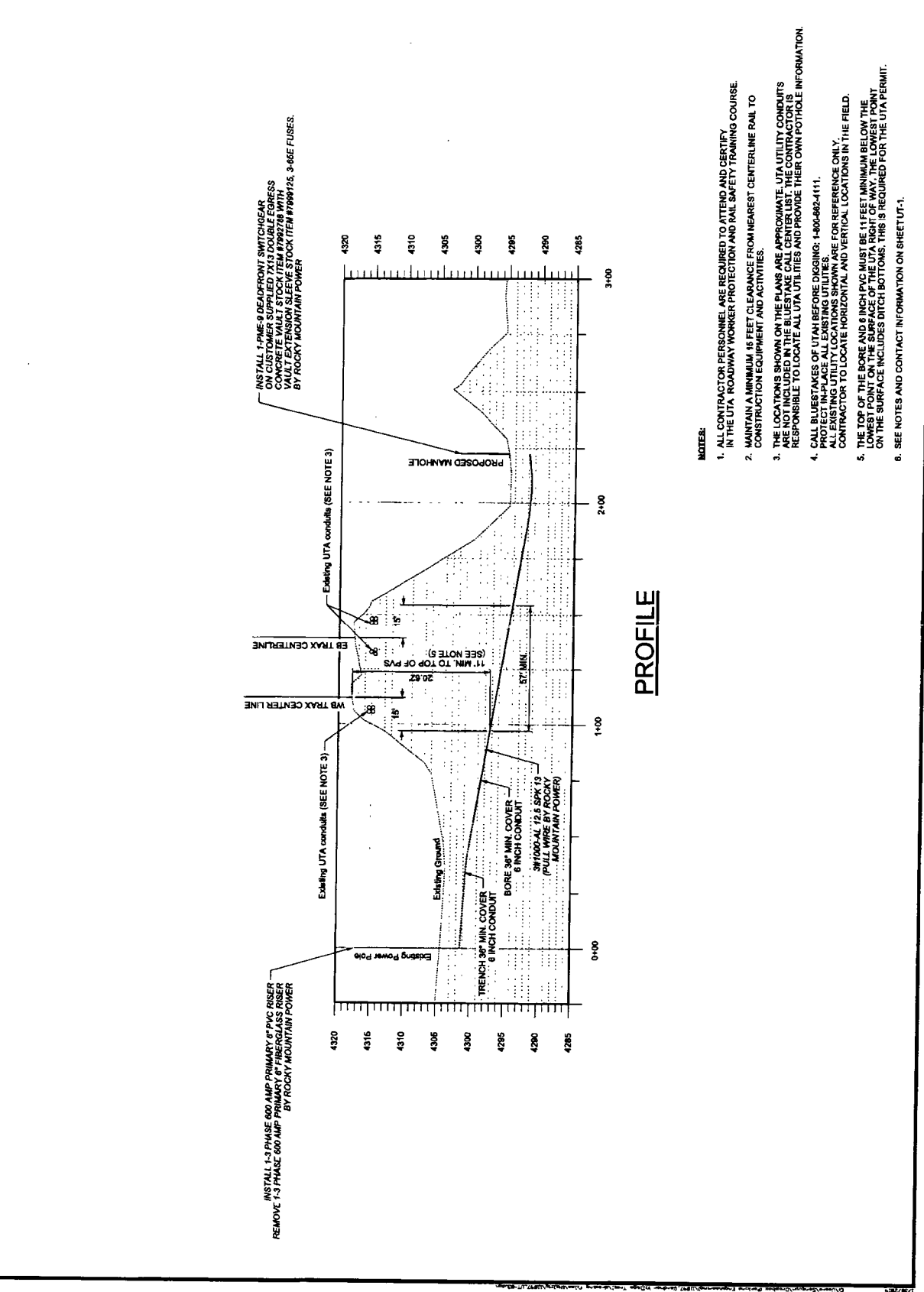




UTAH DEPARTMENT OF TRANSPORTATION	UTILITY
GARDNER VILLAGE TRAIL STATION	PROJECT NO. 15087
PERIODS SHOWN	DATE
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED	DATE

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
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44
45
46
47
48
49
50

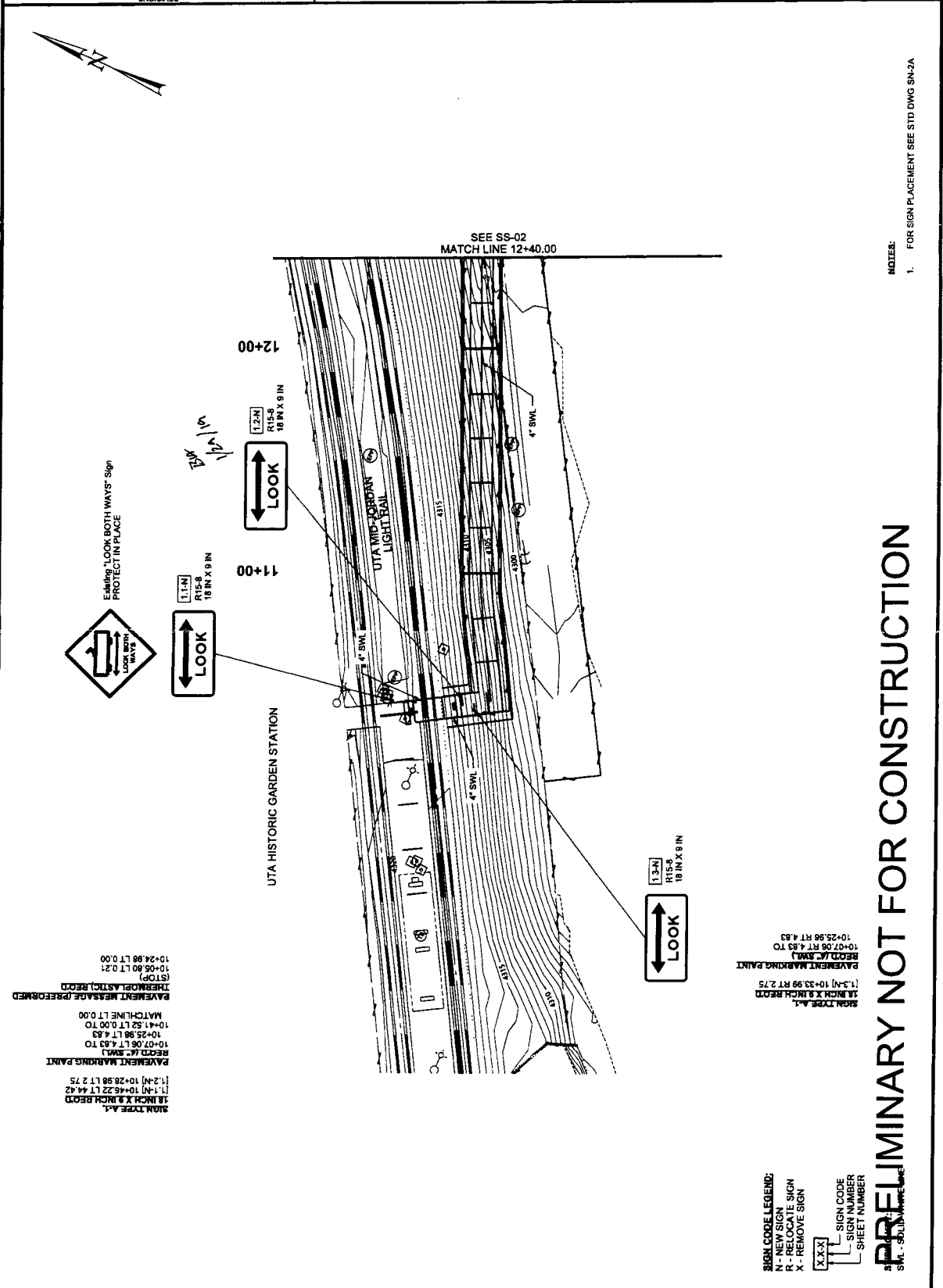
PROJECT		UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER		PERKINS ENGINEERING	
PROJECT		GARDNER VILLAGE TRAX STATION	
PROJECT		JORDAN RIVER TRAIL	
DATE		01/24/2019	
DRAWN BY		SD	
CHECKED BY		GC	
DTP		DTP	
NO. DATE		APPROVED BY	
REVISIONS		REMARKS	



PROFILE

- NOTES:**
1. ALL CONTRACTOR PERSONNEL ARE REQUIRED TO ATTEND AND CERTIFY IN THE UTA ROADWAY WORKER PROTECTION AND RAIL SAFETY TRAINING COURSE.
 2. MAINTAIN A MINIMUM 45 FEET CLEARANCE FROM NEAREST CENTERLINE RAIL TO CONSTRUCTION EQUIPMENT AND ACTIVITIES.
 3. THE LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE. UTA UTILITY CONDUITS ARE NOT INCLUDED WITH THESE CONDUITS. CONTRACTOR IS RESPONSIBLE TO LOCATE ALL UTA UTILITIES AND PROVIDE THEIR OWN PORTHOLE INFORMATION.
 4. CALL BLUE TAGS OF UTA BEFORE DIGGING: 1-800-862-4111. PROTECT ALL UTA UTILITIES AND CONDUITS SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR TO LOCATE HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD.
 5. THE TOP OF THE BORE AND 6 INCH PVC MUST BE 14 FEET MINIMUM BELOW THE LOWEST POINT ON THE SURFACE OF THE UTA. BRIGHT YELLOW MARKING MUST BE PLACED ON THE SURFACE INCLUDING DITCH BOTTOMS. THIS IS REQUIRED FOR THE UTA PERMIT.
 6. SEE NOTES AND CONTACT INFORMATION ON SHEET UT-1.

PROJECT: JORDAN RIVER TRAIL		SHEET NO. SS-01	
PROJECT NUMBER: F-C36(219)		DATE: 01/12/2019	
PROJECT: GARDNER VILLAGE TRAX STATION		PROFESSIONAL ENGINEER: PERKINS ENGINEERING	
PROJECT: UTAH DEPARTMENT OF TRANSPORTATION		APPROVED: [Signature]	
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: [Date]		DATE: [Date]	
APPROVED BY: [Name]		DATE: [Date]	
REVISIONS:		REVISIONS:	



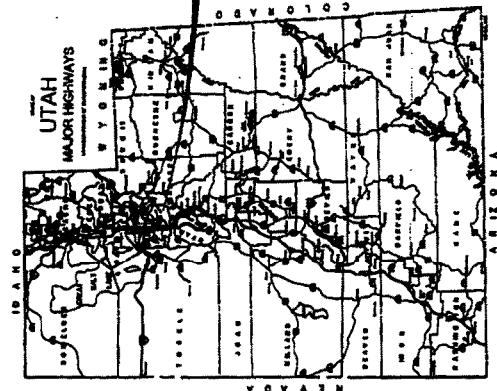
PRELIMINARY NOT FOR CONSTRUCTION

SIGN CODE LEGEND:
 N - NEW SIGN
 R - RELOCATE SIGN
 X - REMOVE SIGN

XXX
 SIGN CODE
 SHEET NUMBER
 SHEET NUMBER

NOTES:
 1. FOR SIGN PLACEMENT SEE STD DWG SN-2A

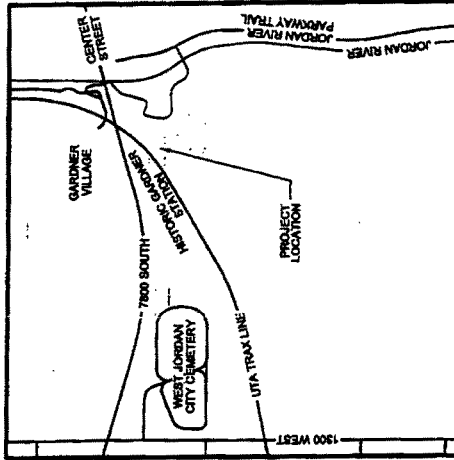
1.8 INCH X 3 INCH RECD
 [1.1-N] 10+46.22 LT 4.42
 [1.2-N] 10+28.98 LT 2.75
 PAVEMENT MARKING PAINT
 RECD (A' SWL)
 10+07.06 LT 4.83 TO
 10+25.98 LT 4.83
 MATCHLINE LT 0.00
 10+44.52 LT 0.00 TO
 10+05.80 LT 0.21
 10+24.98 LT 0.00
 PAVEMENT MESSAGE PERFORMED
 THEM (A' SWL) RECD
 (STOP)
 10+05.80 LT 0.21
 10+24.98 LT 0.00



UTAH DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS
FEDERAL AID PROJECT
F-LC35(219) PIN: 11097
JORDAN RIVER TRAIL - GARDNER VILLAGE TRAX STATION
SALT LAKE COUNTY
LENGTH 0.000 MILES

U.S. Standard Units
(Inch-Pound Units)
ALL UNITS IN U.S. SURVEY FEET UNLESS
OTHERWISE NOTED



INDEX TO SHEETS	
80-01	THRU 80-05
SURVEY CONTROL	
RIGHT-OF-WAY PLAN	
80-01	

- NOTES:
1. STATION, OFFSET AND COORDINATE LOCATIONS FOR THE RIGHT OF WAY LAYOUT SHOULD BE ESTABLISHED FROM THIS PACKAGE.
 2. THIS PACKAGE REPRESENTS THE UTAH DEPARTMENT OF TRANSPORTATION'S INTENT TO ACQUIRE THE TITLE TO LANDS LYING WITHIN THE RIGHT OF WAY LINES OF THE UTAH RAILROAD AND TO HOLD TEMPORARY AND PERPETUAL EASEMENTS FOR APPURTAINMENT PARTS THEREOF.
 3. THIS RIGHT OF WAY PACKAGE DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF THE PARCELS REPRESENTED HEREIN.

THIS SEAL APPLIES TO ALL SHEETS
CONTAINING THIS SIGNATURE

VERIFIED FOR SUBMISSION FOR ADVERTISEMENT

PROFESSIONAL LAND SURVEYOR

NUMBER

DATE

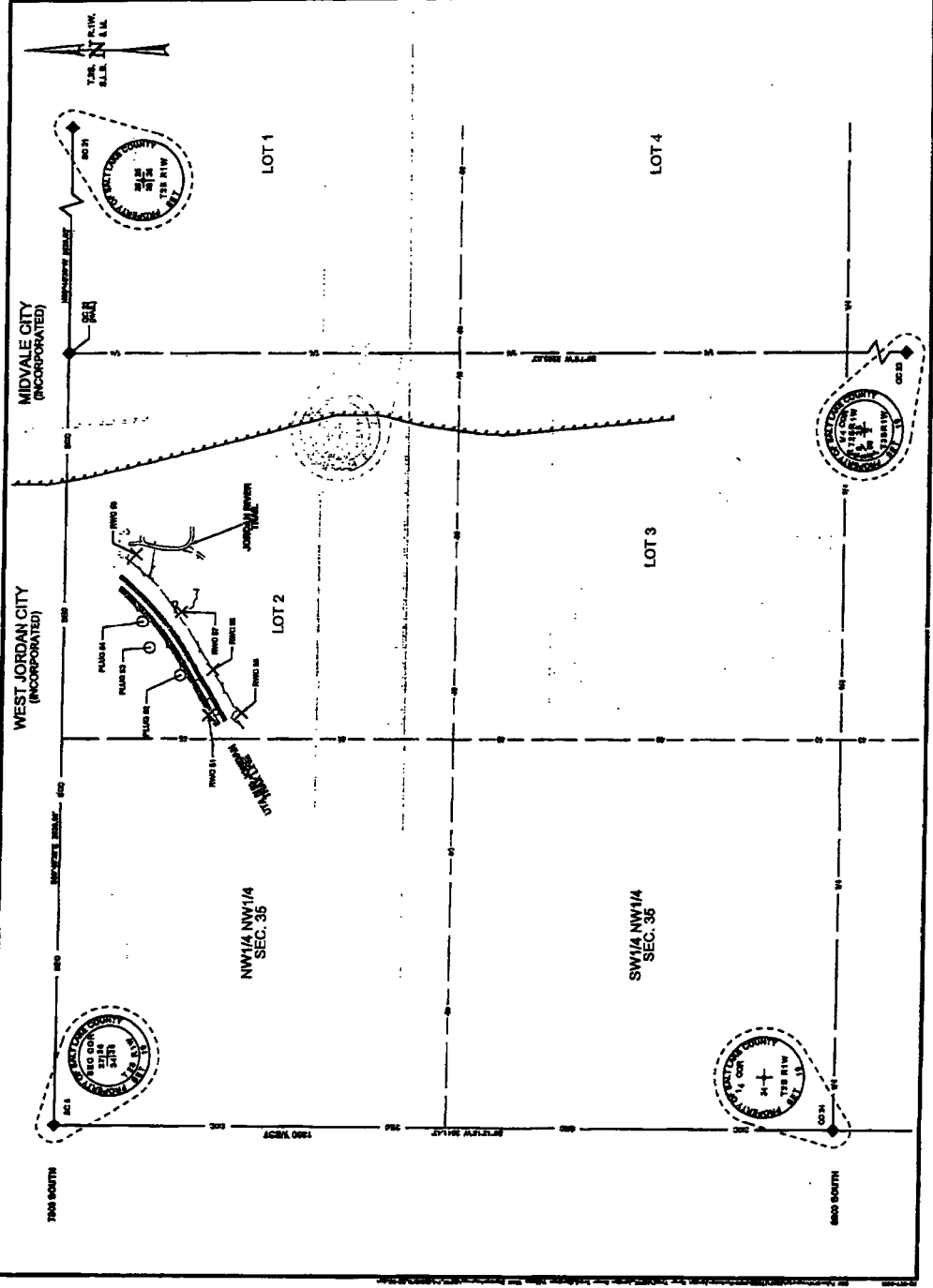
UTAH DEPARTMENT OF TRANSPORTATION
APPROVED FOR USE BY AGENT

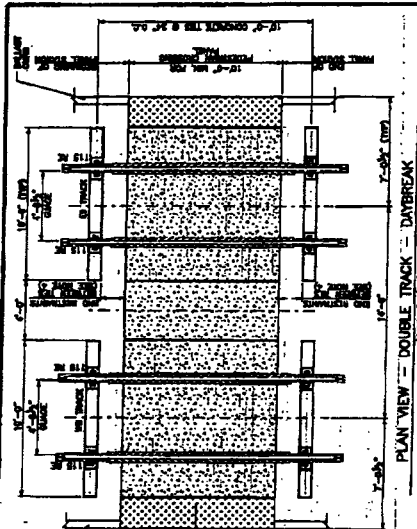
REGION AGENT OF WAY DRAWER

DATE

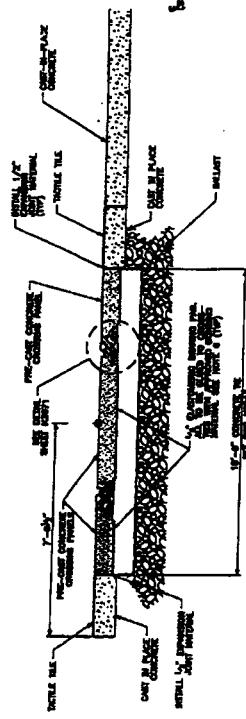
JORDAN RIVER TRAIL - GARDNER VILLAGE TRAX STATION

UTAH DEPARTMENT OF TRANSPORTATION		JORDAN RIVER TRAIL -	
REGION 3 - HERRICK ENGINEERING, INC.		GARDNER VILLAGE TRAX STATION	
APPROVED	DATE	PROJECT NO.	DATE
10/20/2018	11/19/17	F-1502(19)	11/19/17
SURVEY CONTROL		SURVEY CONTROL	

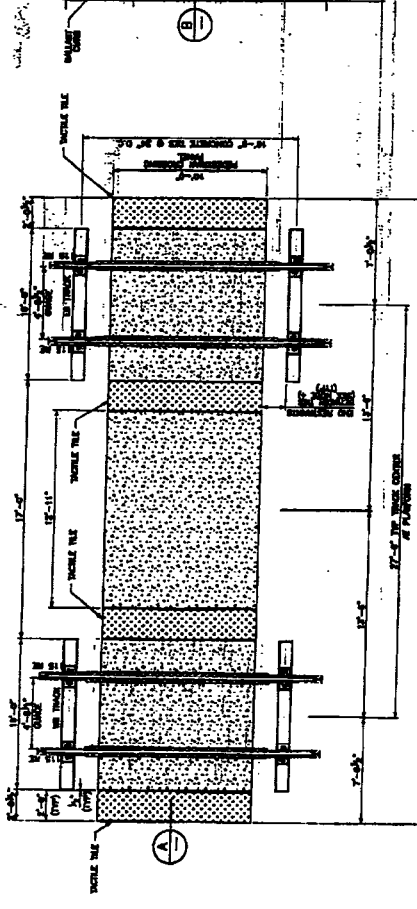




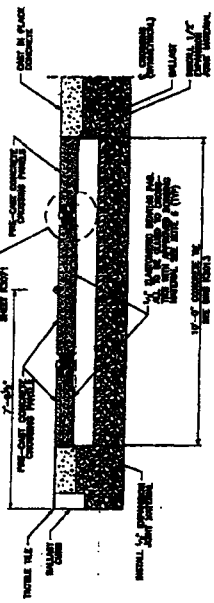
PLAN VIEW - TYPICAL DOUBLETACK STATION
SCALE 1/4" = 1'-0"



SECTION THROUGH CROSSING A
SCALE 1/4" = 1'-0"






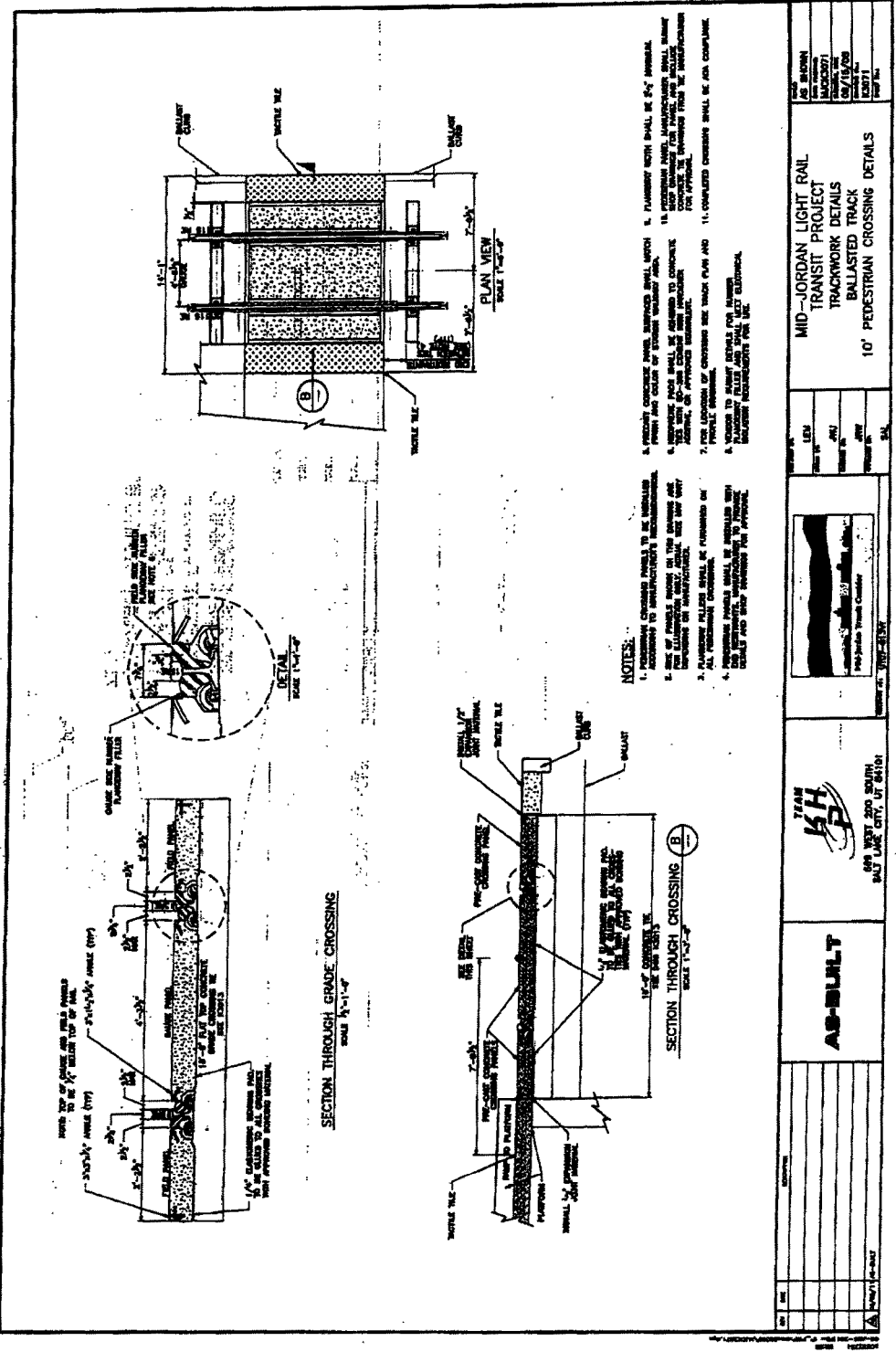
PLAN VIEW - DOUBLE TRACK - DAYBREAK
SCALE 1/4" = 1'-0"



SECTION THROUGH CROSSING B
SCALE 1/4" = 1'-0"

- NOTES:
1. TRACKS AND UNDERPASS SHALL BE PROVIDED WITH A 1/2" MINIMUM CLEARANCE FROM ALL ADJACENT STRUCTURES.
 2. TRACKS SHALL BE PROVIDED WITH A 1/2" MINIMUM CLEARANCE FROM ALL ADJACENT STRUCTURES.
 3. TRACKS SHALL BE PROVIDED WITH A 1/2" MINIMUM CLEARANCE FROM ALL ADJACENT STRUCTURES.
 4. TRACKS SHALL BE PROVIDED WITH A 1/2" MINIMUM CLEARANCE FROM ALL ADJACENT STRUCTURES.
 5. TRACKS SHALL BE PROVIDED WITH A 1/2" MINIMUM CLEARANCE FROM ALL ADJACENT STRUCTURES.
 6. TRACKS SHALL BE PROVIDED WITH A 1/2" MINIMUM CLEARANCE FROM ALL ADJACENT STRUCTURES.
 7. TRACKS SHALL BE PROVIDED WITH A 1/2" MINIMUM CLEARANCE FROM ALL ADJACENT STRUCTURES.

					
688 WEST 200 SOUTH SALT LAKE CITY, UT 84101		1000 WEST 200 SOUTH SALT LAKE CITY, UT 84101		MID JORDAN LIGHT RAIL TRACKWORK DETAILS BALLASTED TRACK PEDESTRIAN CROSSING DETAILS	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION



- NOTES:**
1. FURNISH CROSSING PANELS TO BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
 2. SET OF PANELS SHOWN ON THIS DRAWING ARE FOR INFORMATION ONLY. SEE THE MANUFACTURER'S LITERATURE FOR THE LATEST RECOMMENDATIONS.
 3. FURNISH PANELS SHALL BE PROVIDED ON ALL PEDESTRIAN CROSSINGS.
 4. FURNISH PANELS SHALL BE PROVIDED ON ALL PEDESTRIAN CROSSINGS WITH BALLAST AND GRADE.
 5. FURNISH CROSSING PANELS WITH 2" MINIMUM SPACING BETWEEN PANELS.
 6. FURNISH CROSSING PANELS WITH 2" MINIMUM SPACING BETWEEN PANELS.
 7. FOR LOCATIONS OF CROSSING SEE TRACK PLAN AND PROJECT DRAWINGS.
 8. FURNISH CROSSING PANELS WITH 2" MINIMUM SPACING BETWEEN PANELS.
 9. FURNISH CROSSING PANELS WITH 2" MINIMUM SPACING BETWEEN PANELS.
 10. FURNISH CROSSING PANELS WITH 2" MINIMUM SPACING BETWEEN PANELS.
 11. FURNISH CROSSING PANELS WITH 2" MINIMUM SPACING BETWEEN PANELS.

<p>AS-BUILT</p>				<p>MID-JORDAN LIGHT RAIL TRANSIT PROJECT TRACKWORK DETAILS BALLASTED TRACK 10' PEDESTRIAN CROSSING DETAILS</p>	<p>DATE: 08/15/20 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>
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EXHIBIT "B"
INSURANCE REQUIREMENTS

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Pedestrian Access is in all places more than fifty (50) feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
 - a. If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

F. Other Insurance Provisions:

- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)**

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Mail or hand deliver Checks and Applications to the following address:

Utah Transit Authority
Attn: David Pitcher
669 West 200 South
Salt Lake City, UT 84130-0810

**EXHIBIT “C”
SPECIAL PROVISIONS**

Licensee or Licensee’s contractor must first obtain a TRAX Track Access Permit from UTA before any access will be allowed on UTA property. The current contact person for obtaining a TRAX Track Access Permit is Owen Thompson at (385) 414-7795, or such other contact as shall be identified on UTA’s website location noted below.

A copy of the permit that shall be filled out and submitted can be found on UTA’s website, under the Track Access Permit tab.

<http://www.rideuta.com/PropertyManagement>

Licensee or Licensee’s contractor will only cross at designated public crossings

Pedestrian Access and Crossing improvements are subject to UTA final inspection and approval prior to opening the public

Note: Access Permits will not be issued without first having an executed Contractor’s Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor’s Employees have gone through UTA’s Roadway Worker Training, if applicable.