

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2022-R-52**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH WASATCH FRONT REGIONAL COUNCIL (WFRC) FOR THE BINGHAM  
JUNCTION STATION AREA PLAN**

**WHEREAS**, Midvale City (City) was awarded Technical Assistance from Wasatch Front Regional Council (WFRC) to fund a Station Area Plan (SAP) for the Bingham Junction Station, located within Midvale City; and,

**WHEREAS**, the City will partner with WFRC to conduct a Station Area Plan pursuant to the requirements of HB 462 to determine best practices and policies for fulfillment of such bill; and,

**WHEREAS**, the outcome and findings of the SAP will be in accordance with HB 462 and said SAP shall be approved by the City Council prior to submission to the State for certification; and,


**WHEREAS**, the WFRC has prepared the Station Area Plan Technical Assistance Consultant Agreement (Agreement) for signature by the Midvale City Mayor.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of Midvale City, Utah to authorize the Mayor to execute the agreement, subject to any additional terms and conditions approved by the Midvale City Attorney's Office.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of December 2022.

  
\_\_\_\_\_  
Marcus Stevenson, Mayor

ATTEST:

  
\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder



Voting by the Council:	"Aye"	"Nay"
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Heidi Robinson	<input checked="" type="checkbox"/>	_____
Bryant Brown	<input checked="" type="checkbox"/>	_____
Dustin Gettel	<input checked="" type="checkbox"/>	_____

# STATION AREA PLAN TECHNICAL ASSISTANCE CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE: Nov 15, 2022

1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC, and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name: Design Workshop, Inc.  
Address: 1390 Lawrence Street, Suite 100  
Denver, Colorado 80204  
Phone Number: (720) 907-9339  
Fed ID No: 84-0819969

2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame, and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in Attachment B. This contract is to complete work toward fulfilling the Station Area Plan Technical Assistance Award for the West Jordan City Center, Historic Gardner, & Bingham Junction Station Area Plan project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on March 31, 2024 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachments  
Attachment A – Standard Terms and Conditions  
Attachment B – Scope of Work and Services  
Attachment C – Consultant Budget and Responsibilities  
Attachments D.1 & D.2 – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

WASATCH FRONT REGIONAL COUNCIL

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: November 28, 2022

## CERTIFICATION OF CONSULTANT

I hereby certify that I, \_\_\_\_\_, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONSULTANT SIGNATURE

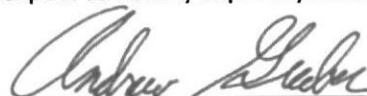
## CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

November 28, 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Andrew Gruber, Executive Director  
Wasatch Front Regional Council

## **ATTACHMENT A**

### **Standard Terms and Conditions**

#### **1. Employment of CONSULTANT.**

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

#### **2. Scope of Services by CONSULTANT.**

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary. Consultant shall ensure the plan meets the requirements of Utah House Bill 462.

#### **3. Contract Changes.**

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

#### **4. Project Oversight.**

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Byron Head, bhead@wfr.org.

#### **5. Personnel.**

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

#### **6. Subcontractors.**

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed-upon scope of work or in writing by the WFRC.

#### **7. Time Performance.**

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such

suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$350,000.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Byron Head, bhead@wfrd.org. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, Station Area Plan Technical Assistance.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials. Said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried

out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall indemnify and save harmless the WFRC, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent caused by the negligent acts, errors, or omissions of CONSULTANT, its officers, employees and others for whom the CONSULTANT is legally liable.

The WFRC shall defend, indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the tortious or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability



(professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI APPENDICES A in the remainder of this section use the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts,



Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ATTACHMENT B

### Scope of Work and Services

#### West Jordan & Midvale Station Area Plan Draft Scope of Work

October 30, 2022

The West Jordan and Midvale Station Area Plan will establish a vision and implementation plan for the areas around West Jordan City Center, Historic Gardner, and Bingham Junction.

All tasks related to this project will follow UTA's Station Area Planning Standard Operating Procedure, and at a minimum, will satisfy the following requirements:

- Existing Conditions Analysis
- Community Engagement
- Moderate-income Housing Assessment
- Illustrative Concept (describing both land uses and infrastructural improvements)
- 5-year Development Plan
- Implementation Plan

#### Project Area

The plan boundaries of this station area plan will include, at a minimum, all areas within a 1/2 mi radius from the existing West Jordan City Center, Historic Gardner, and Bingham Junction Stations, which are deemed appropriate by the cities of West Jordan and Midvale.

#### Schedule

It is anticipated that this plan will be completed in approximately twelve (12) months from kick-off.

#### Task 1: Project Start Up & Project Management

##### Task 1.1 Strategic Project Kickoff Meeting

The project will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key City staff to review the scope of work and available data. It will lay the foundation for a clear and inclusive process and will clarify roles, approach, project goals, and community engagement opportunities. We will define a mission statement and guiding principles to effectively launch the project. Items to be covered during the SKO Workshop include:

- Discuss accomplishments of current guiding documents/plans and ways to incorporate other planning efforts
- Define roles, responsibilities and communication procedures
- Confirm a detailed project schedule and document review process
- Identify additional documents and resources that may be useful to the plan creation process
- Establish project vision, goals, and critical success factors
- Review community facilitation and engagement plan, confirming responsibilities and resources
- Discuss proposed metrics

***Deliverables:***

- Full-day in-person facilitated workshop with WFRC, Cities, and UTA TOD leadership, and selected stakeholders with site tour
- Walking tour maps for site tour notetaking
- Detailed project work plan schedule
- Project Management Plan (PMP) including Project Vision, Dilemma, Thesis, and Critical Success Factors (CSF)

**Task 1.2 Data and Plans Collection, Document Template Design**

With assistance from WFRC, UTA, and West Jordan and Midvale staff, our team will compile and review existing data, relevant plans, and background information, including GIS layers, existing ROW information, traffic, parking data, and ridership information.

***Deliverables:***

- Base Maps of the three areas illustrating a ½ mile radius from the existing stations, including transit infrastructure, streets, parks/open space, bike paths, land uses, existing buildings, and other data available through GIS
- Plan style guide identifying color palettes and fonts to be used for project documents

**Task 1.3 Project Management and Client Team Meetings (assume bi-weekly for 12 months)**

Every task will involve project management from Design Workshop's Principal-in-Charge and the Project Manager. Design Workshop strives to ensure quality through clear communication and dialogue with our clients and amongst our team. To facilitate efficient communication, we are anticipating time for monthly or bi-weekly (every two weeks) progress meetings with WFRC's Project Manager, UTA TOD leadership, and the City's management teams, utilizing conference call software. The specific schedule will be determined at the SKO. Design Workshop will maintain the project schedule, including tracking of key milestones and engagement activities.

***Deliverables:***

- Bi-weekly calls with WFRC's Project Manager, City management teams and UTA TOD leadership (24 1-hour meetings included), including meeting agendas, notes with action items, and 60-day critical path milestone schedule once a month

**Task 2: Existing Conditions Analysis**

**Task 2.1 Review of Previous Planning Documents**

Design Workshop will review background materials and previous plans and planning efforts and create a summary memo of the relevant elements that will be important to the West Jordan and Midvale Station Area Plans. Important to this task is understanding implementation status of current plans, and successes or challenges that have occurred since previous planning efforts have been adopted. This task

will also include the review of existing transportation plans and their elements to better understand expected transportation improvements and goals for the station and station-adjacent areas. Discrepancies among plans will be noted (if any are identified) and this will help inform the documentation of existing and planned multimodal transportation networks in the plan areas.

***Deliverables***

- Previous plan review summary (up to 6 plans)

**Task 2.2 Environmental Conditions**

A mapping study to identify any ecological assets in the project site will be conducted. Emphasis will be on the existing Stormwater Quality; Vegetative Volume; Noise Levels; and Air Quality as they relate to transforming the public realm.

***Deliverables***

- Environmental Conditions summary

**Task 2.3 Demographic Analysis**

Using a blend of data sources and methodologies, we will establish a baseline understanding of the Station Area's demographics to ground and inform our recommendations.

This demographic analysis will examine a blend of population, age, income, employment, housing, education, and other information to determine current and future demographic trends for both the Station Area, city, and region.

***Deliverable:***

- Demographic Analysis Memorandum

**Task 2.4 Land Use Analysis**

A review will be conducted of existing zoning, and existing general plans for each of the communities within the project area. Inconsistencies between the land use codes of the communities within the project area will be highlighted.

***Deliverables:***

- Land Use Analysis Summary Memo
- Maps and narrative describing existing land uses, zoning, and potential conflicts between plan recommendations and/or compatibility of uses and policy.

**Task 2.5 Housing Needs Assessment**

The Station Area's location and proximity to transit makes it an excellent candidate for higher density housing development. Design workshop will determine demand for housing products including single

family, multi-family, and rental housing using data inputs from ESRI, CoStar, and other sources. The analysis will include current and projected housing supply, forecast population growth and other elements. Based on demographic analysis and preferences and findings from the most recent moderate income housing study, demand for housing products by type and price level will be defined.

***Deliverable:***

- Housing Needs Assessment Memorandum

**Task 2.6 Real Estate and Market Analysis**

An inventory and analysis of the residential, office, hospitality, commercial and industrial markets to inform current and future development trends and opportunities, including which asset types are most compatible and desirable given the market dynamics and land attributes of the Station Area will be performed. This may include a review of trends in inventory, vacancy, absorption, pricing, and development pipeline in the Station Area as well as age of housing stock and renter vs. owner-occupied units. An evaluation of current/projected supply and future demand for new development will be determined. A range of demand estimates will be provided for residential, commercial, office, hospitality, and industrial uses, where applicable.

***Deliverable:***

- Real Estate and Market Analysis Memorandum

**Task 2.7 Parking Demand Analysis**

Fehr & Peers will conduct a parking utilization study for existing public, off-street parking within each station area. This effort will rely on the availability of data, shared either by UTA or the cities of West Jordan and Midvale, to best understand the quantity of parking provided, any management strategies currently in place, and an analysis of peak and off-peak demand given existing transit ridership and adjoining land uses. If reliable data is not available, Fehr & Peers will work to collect focused parking utilization data on which to develop general assumptions about local parking demand.

***Deliverables:***

- Standalone memoranda or slide decks, as requested by the project team. Includes one round of edits to each before submitting final parking demand analysis deliverable, including recommended augmentations to parking management strategies.

**Task 2.8 Transportation Analysis and Catchment Area Gaps**

Essential to meeting the goals of HB 462, Fehr & Peers will catalog and map existing and planned multimodal facilities in the defined plan areas. While HB 462 and the solicitation for this effort focus on a half-mile radius around each station, we would propose shifting focus to a travel-time adjusted evaluation of accessibility by walking, bicycling, and riding transit to the stations to better understand how multimodal access to each station is affected by existing barriers and network gaps. All analyses, adjusted for travel times by mode, will incorporate travel sheds of at least one-half mile to ensure consistency with requirements. This analysis would be conducted in GIS and analyze one scenario of proposed infrastructure improvements for each station area.

***Deliverables:***

- Standalone memoranda or slide decks, as requested by the project team. Includes one round of edits to each before submitting final deliverables.

**Task 3: Community Engagement**

The Design Workshop team, led by David Evans Associates (DEA), will develop a Community Engagement Plan that includes detailed guidance on public outreach, engagement tools and methods, and the preparation of a stakeholder matrix. As part of this, we will work with City staff to categorize the groups and individuals that will be identified as key stakeholders that should be engaged in the process. Per HB462, these groups will, at a minimum, include UDOT, impacted landowners, business leaders, neighbors, and other interested parties. Discussion of these stakeholders will begin with the Strategic Kickoff, which will identify the optimum role for these groups within the project. Ultimately, we will work with staff to finalize the Community Engagement Plan document that includes identification of the stakeholders, contact information, engagement timelines, scheduled meeting dates and lead times, information distribution methods, and responsibilities of City staff and the consultant team.

***Deliverables:***

- Community Engagement Plan, draft and final formats provided in MS Word and PDF formats
- Stakeholder analysis matrix, provided in MS Excel format

**Task 3.1 Interviews & Small Group Meetings**

Design Workshop and DEA will conduct up to nine (9) interviews or small group meetings with city staff members, city leadership, transportation partners, elected leaders, and/or other recommended individuals to understand their goals and priorities related to the Station Area Plan. The specific list of interviewees will be determined as part of the kick-off meeting.

***Deliverables:***

- Interview and small group questions
- Up to nine (9) one-hour interviews / meetings, including meetings with city council members and/or planning commissioners (may be virtual or in person)
- Meeting record for each meeting containing summary of key takeaways

**Task 3.2 Design Charrette (assume 2 days/ 4 DW team members)**

The objective for this task is to lead an interactive work session with the client team to start developing conceptual alternatives for each Station Area. Our team will facilitate a two (2) day design charrette to be held on-site to evaluate design potential and development feasibility of the study areas. We anticipate the client team will assist with reserving a workshop space.

As part of this charrette, we plan to intensively work with local stakeholders, property owners, developers, and city staff in a roundtable format to conceptually define the overall vision for the study area. The charrette will conclude with a workshop with city council and/or planning commission members to discuss up to three (3) Land Use and Built Form Alternatives.

***Deliverables:***

- Design charrette agenda and workshop materials.
- Meeting prep sheets, including facilitation guide and questions for developer roundtable, Community Council meeting, and public meeting
- Presentation and printed materials for public meeting. It is expected that the Client will support advertising this meeting through social media, public notices, and others.
- Printed materials for developer roundtable and Community Council meeting.
- Engagement summary

### **Task 3.3 Open House (assume 1 during Conceptual Alternative phase)**

The purpose of this Open House will be to gather initial feedback from the interested public regarding opportunities and constraints and potential development alternatives within the Station areas. We will also explore land use opportunities and engage participants in interactive table exercises. Other activities at the Open House may include live polling, ranking and prioritizing or collecting geographically based information through map activities or dot exercises. Live polling using remote devices and software enables a live, instant survey of meeting participants' preferences, which avoids "groupthink" or for one small group to dominate the conversation. The results are visible to the entire audience, indicating the group's shared support or dissent of issues and adding to consensus building. Our proposed team has the in-house capability and experience to run this technology successfully.

#### ***Deliverables:***

- Open House agenda and materials
- Presentation with keypad polling

### **Task 3.4 Story Map & On-line Survey (assume two rounds)**

We will create a Story Map to gather feedback at two windows during project development: at the beginning to understand opportunities and constraints, and after the conceptual alternatives have been developed to get direction on one preferred alternative. The visual models will depict benefits and challenges of the proposed options to allow the community to engage in the decision.

#### ***Deliverables:***

- Open participation in two online surveys in English, including two draft questionnaires for review by the city and one final in the survey platform.
- Note: It is expected that the Client will support the launch of this survey through social media advertisements, public notices, and others.

### **Task 3.5 Leadership Workshops and Presentations**

Design Workshop will virtually attend one Planning Commission meeting and one City Council meeting in each community to support plan adoption.



Design Workshop will develop digital presentations for these meetings and summary sheets reflecting any proposed policy changes.

***Deliverable:***

- Digital presentation and summary sheets for staff to use in the adoption process.
- Attendance at one Planning Commission meeting and one City Council meeting in each community.
- Meeting notes.

**Task 4: Station Area Vision**

**Task 4.1 Initial Plan Themes and Principles**

This phase will focus on a general vision and the generation of conceptual ideas for the three station areas. This overall vision will include urban design and site planning, transportation planning, and market investigation, and will serve as the framework to start developing conceptual alternatives. Overall guiding principles will be defined for the project focusing on general goals and desired outcomes. Goals/principles will include, at a minimum, increasing the availability and affordability of housing, promoting sustainable environmental conditions, enhancing access to opportunities, and increasing transportation choices and connections.

***Deliverables:***

- Plan Themes & Principles memo

**Task 4.2 Conceptual Alternatives Development**

The DW Team will develop up to three (3) conceptual overall development alternatives to address the physical, operational, and policy aspects defined through the planning process. The options will include conceptual plans, typical cross sections, and reference images. They will also include recommendations for Multimodal infrastructure improvements to improve access to, from, and within the station areas; Parking supply requirements and management techniques to leverage existing parking and not over-supply parking as part of any new development that takes place in the station areas; Transportation Demand Management strategies to further reduce reliance on private automobiles and induce travel by non-auto modes; and Curb management strategies to better manage deliveries and TNC traffic at key locations within each station area.

Combining urban design and planning tools, we will create up to three (3) potential-built form and land use scenarios that will include various land use, density, massing, and height alternatives. Each will contain different land use combinations that represent key aspects of the vision, such as infill development, affordable housing, and multimodal connectivity. We will test recommendations and illustrate these ideas using snapshots of the model.

***Deliverables:***

- Site map showing proposed multi-modal connects, land uses and density (1 for each scenario)
- 3D block model image using SketchUp or Arc Urban tools to illustrate (1 for each scenario)
- Proposed street sections (up to 3 for each scenario)

- Memo documenting the alternative characteristics and their pros and cons with regards to project goals
- Matrix summary of key information, such as housing types, heights, and setbacks

***Deliverables:***

- Alternatives evaluation memo

**Task 4.3 Policy Recommendations**

Based on the overall vision and conceptual alternatives and our knowledge of the Land Use Codes, our team will recommend alternative land use and zoning strategies, such as overlays or amendments to the existing zoning, within the project area. We will also create working maps to articulate any potential code differences within the project area and proposed locations for potential changes.

***Deliverables:***

- Outline Memo, highlighting key areas of the Land Development Code that will be addressed through the process.
- Up to 3 working maps showing locations for potential changes.

**Task 5: Preferred Development Concept**

**Task 5.1 Preferred Station Area Plan**

The general objective for this phase of work is to build off the momentum created in the previous tasks and develop a preferred plan for each one of the stations that is in alignment with the outcomes of the project goals, objectives and performance metrics established in Task 1. The Design Team will work closely with the City and Stakeholders to prepare the final Station Area Plans. We will sketch out a preferred concept regarding potential magnitude of new development or redevelopment of existing parcels, necessary infrastructure improvements to facilitate better multimodal connections to, from, and within the station areas, and public realm concepts that illustrate expectations for the physical and social expectation for the spaces between buildings. We will provide recommendations on planning level complete street improvements, and apply goals and strategies developed as part of Task 4 to key areas of the preferred concept alternative within each station area, specifically curb management strategies and active drop-off/pick-up areas. Using data from the Real Estate and Market Analysis, Design Workshop will assemble a map of potential redevelopment opportunities. The map will delineate development opportunities from highest to lowest opportunity.

The specific tasks to be completed are as follows:

- Prepare a Station Area Plan document that documents proposed land uses, buildings, building massing/ heights, private streets/ alleyways, on-site parking areas, parks, pedestrian amenities, etc. both in illustrative and technical drawings for West Jordan City Center, Historic Gardner, and Bingham Junction. Emphasis on development yields, development impacts and zoning will be required.
- Prepare a fiscal/ financial plan that supports the plan and report.

- Identify the programming, design, and feasibility of Catalyst Projects within the Station Area. A financial assessment will be performed to determine the fiscal feasibility and potential return of such projects. As part of this evaluation, funding opportunities and an implementation strategy will be developed. The implementation strategy will be finalized based on construction sequence realities, market realities, cost ranges, community preferences, and developer participation.
- Real Estate and Market Opportunities Map
- Prepare a “developer package” for promotion and solicitation.

***Deliverables:***

- Public realm and open space plan with enlargements and street cross-sections
- Entitlement / governance summary recommendations
- Preliminary fiscal impact analysis
- 5 Master Plan illustrations
- All of the above will be documented in a comprehensive Station Area Plan document that will be an 8.5 x 11”, digital formatted for physical reproduction. A 50% and 80% draft will be prepared and shared with the client team for input.

**Task 6: Implementation Plan**

**Task 6.1 Overall Implementation Plan & Strategy**

As part of the final Station Area Plan, we will create an implementation report that is action-oriented including next steps for more urban design, engineering, public financing, new or modified zoning codes and/or new or modified design guidelines that may be required to support redevelopment in these areas over at least the next 5 years. Fehr & Peers will focus on multimodal infrastructure improvements and potential transit facilities upgrades to be phased as demand for such modes increases. This plan will be prepared in a user-friendly way with clear steps, responsible agencies and potential costs of future strategies, as well as a suggested implementation timeline.

***Deliverables:***

- Implementation Plan & Timeline

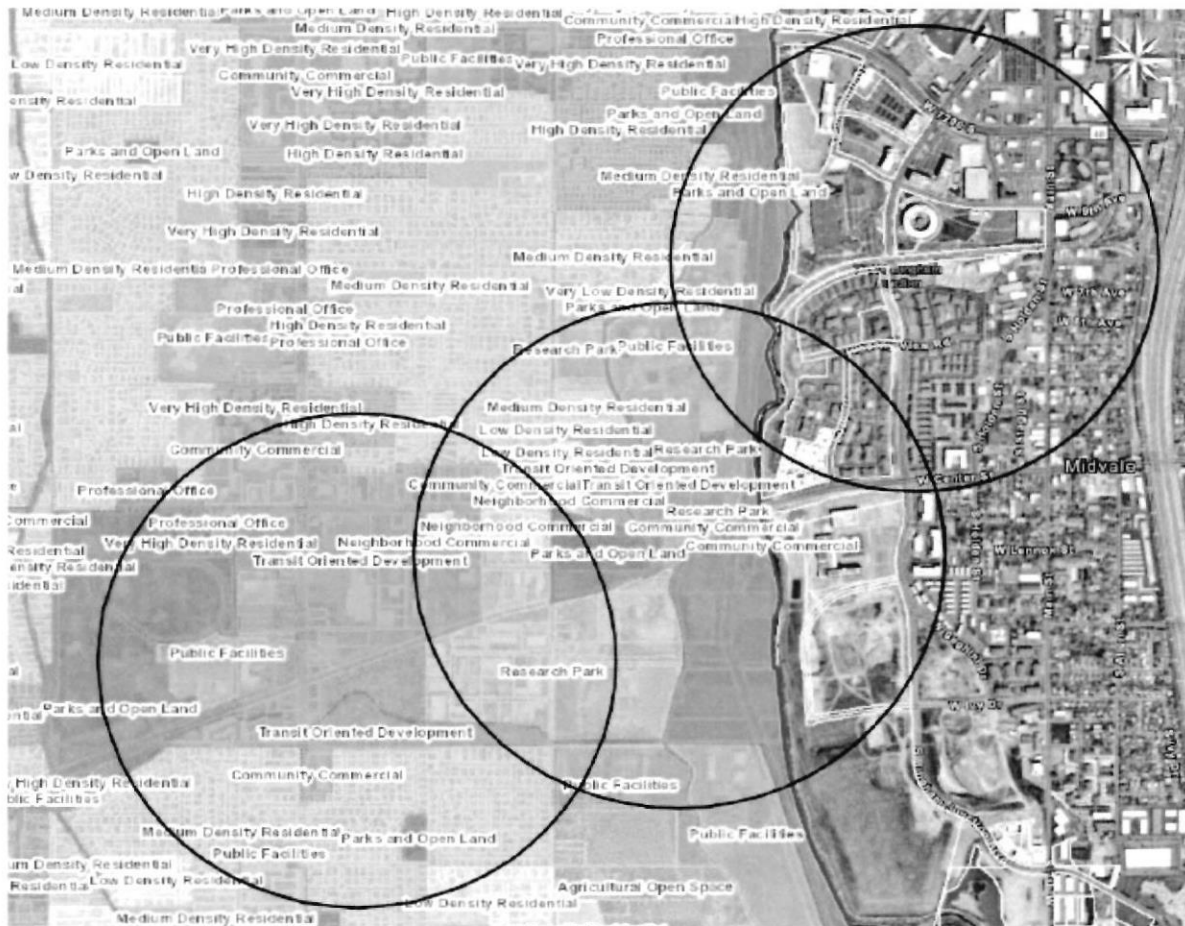
**Task 6.2 Funding Opportunities**

Our team will assist the Client in identifying funding opportunities (grants, policies, partnerships) to support implementation goals for the project.

***Deliverables:***

- Funding Opportunities Summary

## Study Area



## Schedule

The following schedule will result in a Station Area Plan for the West Jordan and Midvale. We anticipate that the specific milestones and timeframes for the work will be reviewed in our Strategic Kick Off Meeting to ensure the best workflow possible. The schedule below assumes an October 2022 start, but if contracting is completed sooner Design Workshop is prepared to begin work in September 2023.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
<b>Task 1 Project Start Up &amp; Project Management</b>		x										
<b>Task 2 Existing Conditions Analysis</b>												
<b>Task 3 Community Engagement</b>				x			x			x		
<b>Task 4 Station Area Vision</b>												
<b>Task 5 Map (Development Concept)</b>												
<b>Task 6 Implementation Plan</b>												

x Meetings

# Budget

<b>Task 1</b>	Project Start Up & Project Management	\$42,950
<b>Task 2</b>	Existing Conditions Analysis	\$58,560
<b>Task 3</b>	Community Engagement	\$66,276
<b>Task 4</b>	Station Area Vision	\$70,200
<b>Task 5</b>	Map (Development Concept)	\$67,054
<b>Task 6</b>	Implementation Plan	\$34,960
<b>Fees</b>		<b>\$340,000</b>
Estimated Reimbursable Expenses		\$10,000
<b>Total Fees</b>		<b>\$350,000</b>

*\*Fee breakdown will be finalized with contractual scope.*

## Subconsultant Fee Breakdown

<b>Design Workshop</b>	\$210,000
<b>Fehr &amp; Peers</b>	\$90,000
<b>David Evans &amp; Associates</b>	\$40,000

## **ATTACHMENT C**

### **Budget and Responsibilities**

---

#### **Budget**

Fees for the above services are a lump sum of **\$350,000**.

The contributions for the project to the CONSULTANT are as follows; funds will be distributed through WFRC:

Station Area Plan Technical Assistance: **\$350,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by September 30, 2023.
- (2) Project / Contract Period: The project / contract will terminate on March 31, 2024 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

#### **Responsibilities**

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.



## ATTACHMENT D.1

### Local Government Understanding and Agreement

---

#### Local Government Information

Local Government:	<u>Adam Olsen, Midvale City</u>
Contact Address:	<u>7505 S Holden St, Midvale UT, 84047</u>
Contact Email:	<u>aolsen@midvale.com</u>

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

---

Date

---

Mayor

## ATTACHMENT D.2

### Local Government Understanding and Agreement

#### Local Government Information

Local Government: Tayler Jensen, City of West Jordan  
8000 S Redwood Rd #331  
Contact Address: West Jordan, UT 84088  
Contact Email: tayler.jensen@westjordan.utah.gov

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

---

Date

---

Mayor