



**NOTICE OF A MEETING OF THE
VINEYARD REDEVELOPMENT AGENCY BOARD
October 28, 2015 - 7:00PM**

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, October 28, 2015, starting at approximately 7:00 p.m. or as soon thereafter as possible in the Vineyard Town Hall; 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

Agenda

1. Consent Items

- a) October 14, 2015 minutes

2. BUSINESS ITEMS:

2.1 DISCUSSION AND ACTION – Intermodal Hub Concept Plan (resolution 2015-)

Public Works Director/Engineer Don Overson will present a proposal to finalize Phase 1 of the Town Center's Intermodal Hub and concept plan for future rail. The Board will take appropriate action.

3. ITEMS REQUESTED FOR NEXT AGENDA

4. ADJOURNMENT

This meeting may be held electronically to allow a Board Member to participate by teleconference.

The Public is invited to participate in all Vineyard Redevelopment Agency meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Town Clerk at least 24 hours before the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for the Town of Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Daily Herald, posted at the Vineyard Town Hall, the Vineyard Town website, the Utah Public Notice website, delivered electronically to Town staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: October 27, 2015 at 5:00 pm

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer/Town Clerk/Recorder



Civil Solutions Group - Vineyard Town

October 23, 2015
Vineyard Town
Don Overson
Vineyard Town Hall
240 East Gammon Road
Vineyard, UT 84058

RE: Train Station Concept Design

Dear Vineyard Town,

At the request of Vineyard, Civil Solutions Group is providing an additional proposal for concept design on the Train Station. The items to be specifically covered include a building concept over the train station, station platform and parking lot.

Plan View Concept Design

1. **Precendent Research:** This item includes the CSG team preparing a 3-5 page document showing similar buildings and structures in Utah and elsewhere that provide applicable knowledge. For example the breezeway in Farmington (height, width, cost if provided by UTA), Adobe Building in Lehi, and City Creek bridge (height, width, cost if available).



Nabisco Building



Pasedena

2. **Plan view concept design:** This item includes the CSG team preparing a plan view concept for the proposed area. Design items included in the plan view include:
- a. UTA Parking Lot
 - b. Train plaza and boarding area
 - c. Plan view building concepts (footprints and dimensions)
 - d. CSG will consider phasing of parking lot, plaza and building(s) during design and review phasing with Vineyard
 - e. Areas already designed such as the Promenade Park, Main Street and UDOT bridge/ vineyard connector will be shown also in the design.

The intent is to work out major items as much as possible in 2D before going 3D. CSG would review the plan view concepts with Vineyard and get feedback before proceeding 3D.

3. **3D Concept Designs:** This item includes the CSG team preparing 3D concepts of parking areas, UTA Station and train station building (on both sides of the train station). Feedback from 2D design will be updated and then implemented in 3D model. The 3D concepts will be conceptual in nature looking at building massing, size, height, location and basic form. This scope does not include actual architecture detail design.



4. **Project Meetings and Review:** The following meetings are proposed as part of the project:
- a. Plan Review with Vineyard Staff (1) and Owner if requested
 - b. 3D Concept Review with Vineyard, UVU, UTA, Owner or as directed by Vineyard
 - c. Final presentation as directed by Vineyard Staff

5. **Artistic 3D Rendering:** CSG's proposes a final artistic rendering of concept. The artistic rendering will have more detail, Timpanogas mountains in background and represent a water color finish (see example).



Fee Schedule

Project Items Number	Description	Fee
1-4	Precedent Research, Plan view concept design, 3D Concept Design and Meetings	\$8,000
5	Artistic 3D Rendering	\$2,000
Total		\$10,000

Optional aerial photo update. CSG may request a \$200 fee to take an updated aerial image (with drone) of the bridge area and road for an accurate aerial image.

Civil Solutions Group will provide the work described above for a fixed fee, in the fee schedule. Any additional work if requested will be pre-negotiated for a fixed sum or hourly rate. Civil Solutions Group will bill Vineyard monthly as work is completed.



Hourly Rates (For additional work):

Planner	\$100/hr
Senior Civil Engineer	\$125/hr
Civil Engineer	\$105/hr
Civil Engineer In Training	\$95/hr
Technician	\$80/hr
Designer	\$70/hr

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of the date listed above, by and between CIVIL SOLUTIONS GROUP, INC., having its principal place of business located at 540 West Golf Course Road Suite B1, Providence, Utah 84332 ("Civil Solutions Group" or "Contractor"), and Vineyard Town, Utah ("Client").

In consideration of the mutual benefits, covenants, and obligations set forth in this Agreement, the parties agree as follows:

- 1. Services and Term.** Civil Solutions Group shall provide to Client services as are usually provided by Contractor in its usual line of business, including but not limited to services as described above. Such services shall be provided on a continuing and ongoing basis after execution of this Agreement unless otherwise directed by the Client in writing. Either party may cancel this Agreement upon written notice to the other party; otherwise, the services under this Agreement will remain continuous and ongoing. Client will provide to Contractor all information that is pertinent to the services to be rendered. Civil Solutions Group shall furnish duly-qualified persons to provide the services under this Agreement, which persons shall at all times be the Contractor, employees of the Contractor, contract personnel (independent subcontractors of Contractor), and not employees of the Client.
- 2. Independent Contractor Relationship.** The parties intend that this Agreement create an independent contractor relationship between them. Client is interested only in the results achieved by the services of the Contractor. The manner, means, and methods of legally achieving those results is the responsibility of Civil Solutions Group. Contractor will provide all equipment, tools, materials and/or supplies to accomplish the services to be performed under this Agreement. Contractor is a corporation offering professional services and is not an agent or employee of Client for any purpose. Contractor has the right to use Contractor's employees, or to hire outside assistants as subcontractors to provide the services required by this Agreement. Client is not responsible for deducting, and shall not deduct, from payments to Contractor any amounts for withholding tax, FICA, insurance or other similar items relating to Contractor or Contractor's employees. Contractor shall be solely responsible for deducting and paying such items. Neither Contractor nor Contractor's employees shall be eligible or entitled to any of the benefits to which employees of Client may be entitled on the account of their work for Client, such as workmen's compensation, unemployment compensation, insurance, paid vacations,



paid holidays, pension, profit sharing, Social Security, and other benefits that may be available. This Agreement does not create a partnership between the parties. It is further understood that Civil Solutions Group shall be free to contract for similar services to be performed for others while Contractor is under contract with Client.

3. Payment. Client shall pay Civil Solutions Group for its services provided under this Agreement. Civil Solutions Group shall from time to time submit a billing statement to Client showing the services rendered under this Agreement. Within thirty (30) days after delivery of the billing statement, Client shall pay the full amount owing under the billing statement. The full amount shall be due to Civil Solutions Group and owing by the client within thirty (30) days of the billing statement, regardless of any so called "pay-when-paid", "pay-if-paid", or any other payment provisions that the Client has entered with any third party. Any balances unpaid in excess of thirty (30) days from the date of the statement will be subject to interest at an annual rate of eighteen (18) percent or one and one-half (1 1/2) percent per month.

Client will pay Contractor for the services performed under this Agreement, according to the fixed sumbasis or hourly services as outlined above in the proposal:

A. Fixed Sum Basis. Client shall pay for the following services on a fixed sum basis:

As compensation for the services specifically itemized in the proposal above, Client shall pay Civil Solutions Group a professional services fee in the total listed above. Billing statements shall be calculated by Contractor to represent the portion of "Fixed Sum Basis" section services already completed in relation to the total sum agreed upon as a professional services fee in the immediately preceding sentence.

B. Hourly Rate Basis. Client shall pay for all other services, including but not limited to the hourly services outlined in the proposal above. For all services not specifically itemized under the "Fixed Sum Basis" section, Client shall pay Civil Solutions Group on the basis of time spent by Contractor, Contractor's employees, and Contractor's contract personnel in providing the services. Client agrees to pay Civil Solutions Group for all work performed by Contractor, Contractor's employees, and Contractor's contract personnel at the hourly rates outlined above. This rate is subject to adjustment on January 1 of each year. Client shall also be responsible for reimbursing Contractor for all additional expenses, subcontractors, materials, supplies, tools, communications charges, transportation, meals, fuel, lodgings, or other costs incurred by Contractor in providing the services under this Agreement.

4. Ownership of Documents. Drawings, specifications, plans, studies, technical data, work product, intellectual property, and other

materials (collectively "Documents") prepared or provided by Civil Solutions Group under this Agreement are instruments of service, and as such are to remain the property of Civil Solutions Group. All rights, title, ownership and copyright privileges in the Documents are vested in Civil Solutions Group. Client will be entitled to inspection or, at the Client's expense, full reproduction of Documents, but shall not be permitted to let or have let the privilege of using the Documents for any other purposes related to the services provided under this Agreement without the prior, express, and written consent of Civil Solutions Group. Should Contractor, at its sole discretion, give consent for use of its Documents, Client agrees to hold harmless and indemnify Civil



Solutions Group against any damages, claims and losses arising out of the use of such Documents.

5. Indemnification. Where Client provides to Contractor any information, article, product, plan, drawing, work product, document, material, design, the production or generation of which originates outside of Civil Solutions Group, Client agrees to indemnify and hold Civil Solutions Group, and each affiliate, subsidiary, director, officer, agent, and employee of Civil Solutions Group harmless from and against any and all claims, losses, liabilities, damages, and expenses, including reasonable attorney fees and expenses resulting from or related to Client's failure to obtain prior legal authorization for use of any information, article, product, plan, drawing, work product, document, material, design, the use of which is covered by a patent, trademark, restriction, title, proprietary right, copyright, or which is otherwise exclusively controlled by a particular individual, entity, or group.

6. Employees of Civil Solutions Group. Client shall not hire, directly or indirectly, any employee or employees of Contractor providing services under or who has or have provided services under this Agreement, for at least 180 (One Hundred Eighty) days after the termination or expiration of this Agreement.

7. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph. For any notices to Civil Solutions Group, a courtesy copy shall also be sent by first-class mail, postage prepaid, to Maybell Romero, Harris, Preston & Chambers, 31 Federal Avenue, Logan, Utah 84321.

8. Assignment. This Agreement may not be assigned without the prior written permission of both parties.

9. Waiver. Any waiver, whether direct or implied, by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a continuing waiver or a waiver of any subsequent breach.

10. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Civil Solutions Group and the Client.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and Civil Solutions Group. Similarly, no "flow-down" or such similar provisions between the Client and any third party shall be incorporated into this Agreement.

12. Opportunity to Consult Independent Legal Advisor. The parties hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacity shown, that they understand the terms of this Agreement, and they have been advised of their legal rights by attorneys of their own selection. They execute this Agreement voluntarily and upon their best judgment, and solely for the consideration herein described. In the event any question arises regarding interpretation of this Agreement, no presumption shall be drawn in favor of or against any party with respect to the drafting or interpretation thereof.



13. Applicable law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah without regard to conflicts of law principles. If either party is required to bring or maintain any action in law or equity to enforce any provision of this Agreement, then the prevailing party to that litigation shall be entitled to all costs and attorney fees incurred as a result of such litigation.

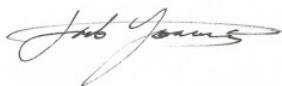
14. Headings. The headings have been inserted for convenience only, and are not to be considered when interpreting the provisions of this Agreement.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Severability. The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the validity or enforceability of any other provision of this Agreement, which shall continue to govern the rights and obligations of the parties hereto as though the invalid or unenforceable provisions were not a part hereof.

CIVIL SOLUTIONS GROUP, INC.

Vineyard Town, Utah



Jake Young,

Its: