
SALT LAKE CITY COUNCIL MEMORANDUM

DATE: May 12, 2005

TO: Salt Lake City Council Members

FROM: Jan Aramaki, Constituent Liaison/Policy Analyst

SUBJECT: Interlocal Cooperative Agreement - Preconstruction and Construction Reimbursement/Emigration Canyon Road, Salt Lake City Bike Lanes, UDOT No. STP-LC35(142) and SLC Job No. 102078.

CC: Rocky Fluhart, Rick Graham, Louis Zunguze, Tim Harpst, Brent Wilde, Douglas Wheelwright, Dan Bergenthal, John Naser, Lehua Weaver, Annette Daley, Diana Karrenberg

The Administration is requesting that the Council adopt a resolution authorizing the approval of an interlocal agreement with the Utah Department of Transportation for construction for the Emigration Canyon Road bike lanes project, UDOT No. STP-LC35(142) which involves constructing a ½ mile of roadway and bike lane improvements on Emigration Canyon Road between Crestview Drive and the City boundary in Emigration Canyon. Existing conditions include a narrow asphalt road with two sharp turns, limited sight distance, and steep banks.

The City secured \$696,000 in Federal-Aid Highway funds from the Utah Department of Transportation. The project is funded on an 80% federal funds and 20% local match basis. Any additional project costs incurred above the \$696,000 federally funded amount is the City's responsibility.

On July 6, 2004, the City Council adopted an Interlocal Cooperation Agreement between Salt Lake City Corporation and Utah Department of Transportation for the design cost (80/20 match) share of the project totally \$145,000 with \$29,000 as the City's share.

The Interlocal Cooperation Agreement before the City Council for consideration is an agreement between Salt Lake City Corporation and the Utah Department of Transportation authorizing the approval for the expenditure of a

remaining total of \$211,444.32 needed for the City's share of construction cost for the project:

Total design and construction cost:	\$936,444.32
Less federal funds:	(696,000.00)
Less local (CIP) match approved 7/6/04	(29,000.00)
City match for construction:	<u>\$211,444.32</u>

The City Council previously approved sufficient CIP funding for the project.

A. LOUIS ZUNGUZE
PLANNING DIRECTOR

BRENT B. WILDE
DEPUTY PLANNING DIRECTOR

DOUGLAS L. WHEELWRIGHT, AICP
DEPUTY PLANNING DIRECTOR

SALT LAKE CITY CORPORATION

COMMUNITY DEVELOPMENT
PLANNING AND ZONING DIVISION

ROSS C. ANDERSON
MAYOR

COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart, Chief Administrative Officer **Date:** April 1, 2005

FROM: Louis Zunguze, Community Development Director

SUBJECT: Interlocal Cooperative Agreement – Pre-construction & Construction Reimbursement:
Emigration Canyon Road, Salt Lake City Bike Lanes, UDOT No. STP_LC35(142),
SLC Job No. 102078.

STAFF CONTACTS: Dan Bergenthal at 535-6630
Tim Harpst at 535-6630

ACTION REQUIRED: Adoption of a Resolution by City Council

DOCUMENT TYPE: Resolution

BUDGET IMPACT: The Utah Department of Transportation has approved a project cost of \$870,000. Federal funds will be provided at an 80% federal to 20% local match. If the project cost exceeds the approved amount the city will be responsible to supply the additional funds. The City previously authorized, by Interlocal Agreement, \$29,000 of city funds to be spent on this project.

The approval of this Interlocal Cooperative Agreement authorizes the expenditure of the remaining \$211,444.32 required to achieve the total project cost of \$936,444.32. In summary, City funds will be spent as follows: The City's 20% match (\$174,000) + an additional \$66,444.32 to cover costs exceeding the 80/20 funding. Total City expenditures on the project are estimated to be \$240,444.32 (\$174,000 + \$66,444.32). In addition to the \$29,000 previously approved, the remaining city funding is in the following cost centers: 83-05015-2740 (\$50,000) and 83-02009-2740 (\$161,444.32). The IFAS number is 83100154 and the Activity Code is 695.

DISCUSSION: The City has obtained Federal Enhancement funds administered through UDOT to construct roadway and bike lane improvements on Emigration Canyon Road between Crestview Dr. and the City boundary in Emigration Canyon. The project connects the existing bike lanes on Indiana Ave./800 South/Sunnyside Ave with the bike lanes completed by Salt Lake County in Emigration Canyon. Existing conditions include narrow lanes, steep banks and limited sight distances. This area is considered by many cyclists to be the most dangerous section of the canyon.

PUBLIC PROCESS: Discussions with the Emigration Canyon Community Council concerning bike lanes have been ongoing since the mid 1990's. Most recently, the project was presented and the options reviewed with the community council on November 9, 2004. Support for the project was given by the community.

Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

April 5, 2005

Contract Number:	06-5-05-1280	Project:	
Contractor:	34490 UTAH DEPT OF TRANSPORTATION TRAFFIC		U D O T
Contract Title:	BIKE LANES ON EMIGRATION CANYON ROAD		
Monitor:	DAN BERGENTHAL		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p>Leave Blank For Date Stamp</p>	<p>I certify that funds are available. <u> <i>Dan Bergenthal</i> </u> <u> 4/11/05 </u> OR Accounting Signature Date</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p>
	<p>Funding <u>83 02009</u> Accounting Signature Date Source: <u>83 - 05015 - 2740</u> <u>161,444.32</u> Dept Cost Center Object Code \$ <u>50,000.00</u></p>
	<p>Attach additional paperwork if more funding sources are needed. Limit \$ <u>211,444.32</u></p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p>Leave Blank For Date Stamp</p>	<p>Attorney: <u> <i>Harrij Spendlove</i> </u> Insurance Required: N Perf Bond Required: N Pmt Bond Required: N</p> <p>This document has been approved as to form. <u> <i>W Spendlove</i> </u> <u> 4/6/05 </u> Attorney's Signature Date</p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p>Leave Blank For Date Stamp</p>	<p>INSTRUCTIONS: Sign ALL documents.</p> <p>Authorized Signer: <u> <i>Ross C. Anderson</i> </u> Name Dept/Div</p> <p>Forward ALL Signed documents to the Recorder's Office</p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank For Date Stamp</p>	<p>INSTRUCTIONS:</p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u> <i>Shirley Collins</i> </u> <u> HAND </u> <u> 6150 </u> Name Department or Division Phone</p>

RESOLUTION NO. _____ OF 2005
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE CITY CORPORATION AND
THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

A COOPERATIVE AGREEMENT – PRECONSTRUCTION AND
CONSTRUCTION REIMBURSEMENT – BETWEEN THE UTAH
DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY
CORPORATION REGARDING THE EMIGRATION CANYON ROAD, SALT
LAKE CITY BIKE LANES PROJECT, PROJECT NUMBER STP-LC35(142).

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. “Rocky” Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of
_____, 2005.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

COOPERATIVE AGREEMENT
PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT
Enhancement Program
(FEDERAL PARTICIPATION)

THIS Cooperative Agreement No. , made and entered into this ____ day of _____, 20__ , by and between the Utah Department of Transportation hereinafter referred to as "UDOT", and Salt Lake City , State of Utah, acting through its hereinafter referred to as "LOCAL AUTHORITY", witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the project, Emigration Canyon , Salt Lake City Bike Lanes , financed in part from Federal-aid highway funds, said project located at and identified as project number STP-LC35(142) ; and

WHEREAS, the LOCAL AUTHORITY agrees to pay all costs of the project, less the eligible amount reimbursed to UDOT by the Federal Government, and that through their consultant selection process has selected Parsons Brinkerhoff, hereinafter referred to as "CONSULTANT", as their Consultant Project Engineer to perform Construction Engineering; and

WHEREAS, the LOCAL AUTHORITY agrees to comply with the applicable UDOT and Federal Highway Administration (FHWA) Federal-aid Program Procedures and Standards for the project; and

WHEREAS, UDOT's Policy for Construction Engineering on Local Government Projects provides that UDOT not perform construction engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT construction engineering, and UDOT construction resources are available; and

WHEREAS, by law, UDOT may not expend State Funds on any local government project:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Description of Work Involved:** The work covered by this agreement shall commence upon advertisement of the project, and shall consist of the following:
 - a. UDOT shall:
 - (1) Award the project, with concurrence from the LOCAL AUTHORITY, using UDOT procedures.
 - (2) Provide a Project Manager for the project.
 - (3) Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
 - (4) Charge appropriate costs for all Technical Assistance and Engineering Services to the CONSULTANT.
 - (5) Charge appropriate costs for all project management to the project.
2. **Liability:** LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs,

including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. **Financing of Project:** The costs shown below are only ESTIMATES. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any request for additional funding outside of that amount will required the local authority to make an official request to their MPO or the Joint Highway Committee and the Transportation Commission. An amendment may be required to the STIP with advertisement to the public if approved by the Transportation Commission.

Project Number: STP-LC35(142)
 Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

	FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
Preliminary Engineering:		
UDOT Review and Management	\$5000.00	\$
Consultant Design Costs	\$ 116,444.32	\$
Right-of-way:		
UDOT Review, Services, and Technical Assist.	\$	\$
Acquisitions and Appraisals	\$	\$
Utilities	\$	\$
Construction Contract	\$ 605,000.00	\$
Construction Engineering:		
Salt Lake City Construction Monitoring	\$ 30,000.00	\$
UDOT Construction Monitoring	\$ 30,000.00	\$
Consultant Construction Engineering	\$ 150,000.00	\$
ESTIMATED TOTAL PARTICIPATING AND NON- PARTICIPATING COSTS	\$936,444.32	\$0.00
GRAND TOTAL (Participating + Non-participating)	\$936,444.32	
Federal Funds \$870,000 80%	\$ 696,000.00	
Local Match _____ 20%	\$ 174,000.00	
Local Authority Non-participating Costs	\$0.00	
Local Authority Match and Non-participating Costs	\$0.00	
Less Local Match Already on Deposit for Preconstruction Phase	\$29,000.00	
Additional Local Authority Funds Required (\$936,444.32 – \$696,000.00 - \$29,000.00)	\$211,444.32	

NOTE: The Utah State Transportation Commission has approved \$870,000.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Match For Construction:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for construction phase estimated at \$ 211,444.32.00). The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number . Payment should be mailed to the UDOT Comptroller=s Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
- b. **UDOT Technical Assistance and Engineering Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance or Engineering Service performed by UDOT relative to this project.
- c. **Construction:** The LOCAL AUTHORITY shall pay all costs of construction and construction engineering, less the eligible amount reimbursed to UDOT by the Federal Government. The Joint Highway Committee limits federal participation in construction engineering costs to 20 percent of the construction contract costs for local government projects, provided that the average statewide cost for construction engineering does not exceed the 15 percent limit required by the Federal Government. Construction engineering includes UDOT Project Management and Consultant Construction Engineering.
- d. **Consultant Construction Engineering:** The LOCAL AUTHORITY shall submit four copies of billings with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and the UDOT Project Manager shall certify and approve the billings and forward to the UDOT Consultant Services Accountant within the Comptroller's Office. UDOT shall pay the Consultant for the LOCAL AUTHORITY, by a separate Engineering Services contract for work covered by the billing.
- e. **Underruns:** If the deposited amount stated above exceeds the LOCAL AUTHORITY's total share of project costs, UDOT will return the amount of overpayment to the LOCAL AUTHORITY.
- f. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.
- g. **Final Inspection and Acceptance:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the project, UDOT shall return the amount of overpayment to the LOCAL AUTHORITY. If the project overruns in costs, the LOCAL AUTHORITY shall pay its

Project Number: STP-LC35(142)
Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

share of the additional amount required for completion of the work within 90 days after receiving the final invoice. Federal funds for future projects may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT Project Manager showing costs charged to the project.

4. **Construction Change Orders:** An authorized LOCAL AUTHORITY official shall approve all construction change orders.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the CONSULTANT for this project is in conformance with UDOT and FHWA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Maintenance:** The LOCAL AUTHORITY shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."
7. **Parking Regulation and Traffic Control:** After the effective date of this agreement, no changes in parking regulations and traffic control will be made on this project without prior approval of the Federal Highway Administration unless the LOCAL AUTHORITY has a functioning traffic engineering unit with the demonstrated ability, as determined by the UDOT, to apply and maintain sound traffic operations and control. Any requests for revisions should be submitted through UDOT's Region Director.
8. **Inter-local Co-operation Act Requirements:**
 1. This agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Inter-local Co-operation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");
 2. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
 3. A duly executed original counterpart of this agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Act;
 4. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
 5. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set forth herein, it shall

be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this agreement, such party shall do so in the same manner that it deals with other property of such party.

9. **Representation Regarding Ethical Standards for Local Authority Officers and Employees and Former Local Authority Officers and Employees:**

UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Project Number: STP-LC35(142)
Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

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

AUTHORIZED LOCAL AUTHORITY OFFICIAL:

By: _____
Title: _____

_____ Date: _____

Printed Name: Ross C. Anderson, Mayor

APPROVED AS TO FORM
Salt Lake City Attorneys Office
Date 4/6/2005
By [Signature]

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE:

By: _____
Title: Region Director

_____ Date: _____

UTAH DEPARTMENT OF TRANSPORTATION:

Project Management Administration signature required when the standard boilerplate agreement has been modified.

Check box if Project Management Administration signature is required.

By: _____
Title: Director of Engineering Services

_____ Date: _____

By: _____
Title: Contract Administrator

_____ Date: _____

This form agreement has been reviewed and approved by the designated representative of the Attorney General.

Project Number: STP-LC35(142)
Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

Certification For Donation To Federal-Aid Project

TO: Utah Department of Transportation
Comptroller=s Office, Attn. Rosa Lee
4501 South 2700 West
Salt Lake City, Utah 84119-5998

Date:

FROM:

Local Government

Project Number:

Project Location:

UDOT Project Manager:

The National Highway Act of 1995 amended 23 U.S.C 323 to allow donated funds, materials, and services from a third party to be used as the matching share of project costs. All eligible donations applied to matching share must be documented and certified by local government. Records must show how the value placed on in-kind materials and services was derived. Donation records must be maintained by local government and are subject to an audit for a period of three years after project final voucher.

Donation Type Source Date of Donation Value

Funds (Must specify what donated funds used for)

Materials

Services

I certify that to the best of my knowledge and belief the above data are correct. There is adequate documentation of valuation, type and source of donations to specified federal-aid project to comply with Section 24 Part 18 of Title 49 CFR. Donations eligible for matching share were subject to single audit conducted by local government in accordance with OMB circular A-133. I further attest that this certification is made in my official capacity as a representative of the local government identified.

Signature of authorized local government representative

Date

Printed name and title of local government official

Signature of UDOT Project Manager

Date

May 10, 1996

DEPARTMENTAL GUIDANCE ON DONATIONS OF FUNDS, MATERIALS, OR SERVICES TO A FEDERAL-AID ENHANCEMENT PROJECT

NHS Act Provision on Donations to Projects

The National Highway System Designation Act of 1995 amended 23 U.S.C. 323 to allow donated funds, materials, and services be used as the State=s matching share of project costs.

Eligible Donations

These guidelines only apply to third party donations of funds, materials, and services. Third parties may include an individual, company, association, etc., but do not include a Federal, State, or local government agency.

Donations by a third party are essentially treated the same as incurred costs. The donated items must qualify as a participating cost meeting eligibility standards and be within the scope of the project. The common rule (49 CFR Part 18) requires a donation to be made by a third party after the date the project is approved by FHWA and prior to the project final voucher. No donations are eligible prior to the date of the NHS act, November 28, 1995.

Eligible donations may be applied to the State=s matching share of project on which donation was made. Donations cannot be used to revise matching shares on unrelated projects. At no time may the Federal share of costs exceed the total project costs actually incurred by the State. If donations exceed the State=s share, the excess will be used to reduce the remaining project cost. If cost overruns occur, any excess donations previously used to reduce the remaining project cost may be used to satisfy the State=s matching share of the cost overruns.

Documentation of Donations

Donations applied to the State=s matching share must be documented by local government. Records must show how the value placed on in-kind materials and services was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization used to support the allocability of regular personnel costs, i.e. time sheets, time cards, etc. (This is reiterated in OMB Circular A-87, Attachment B Section 11(I) Donated Services and 29 CFR 18.24.) For audit purposes the local government must maintain donation records for a period of three years after the project final voucher.

Valuation of Donations

Donated materials and services will be valued at their market value at the time of the donation. Donated services may include labor, equipment, and costs related to providing the service. Donated labor will be valued at rates consistent with those ordinarily paid for similar work in the donor=s organization. If the donor does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in that location. Equipment will be valued at the fair market rental value or reasonable use rates.

Certification of Donations

The local government will be required to provide UDOT a certification for all donations used as matching share on federal-aid projects. This certification will list the donation type, source, and determined value of all eligible donations. An authorized local government official will certify this information. The certification for all donations must be completed by local government and received prior to project final voucher in order for the donations to be applied toward State match.

Federal Funds Used as Matching

In a few cases, Federal funds with specific legislative authority may be used to match other Federal Funds. The following Federal funds may be used to match Federal-aid highway funds:

- | | |
|---|--|
| X | State and Local Assistance Act (P.L. 92-512) |
| X | HUD Community Development Block Grants (P.L.93-383) |
| X | Public Works Employment Act of 1976 (P.L.94-369) |
| X | Delaware and Lehigh Navigation Canal National Heritage Corridor Act of 1988 (P.L. 100-692) |

COOPERATIVE AGREEMENT
PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT
Enhancement Program
(FEDERAL PARTICIPATION)

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WHEREAS, the parties to this agreement desire to provide for the project, Emigration Canyon , Salt Lake City Bike Lanes , financed in part from Federal-aid highway funds, said project located at and identified as project number STP-LC35(142) ; and

WHEREAS, the LOCAL AUTHORITY agrees to pay all costs of the project, less the eligible amount reimbursed to UDOT by the Federal Government, and that through their consultant selection process has selected Parsons Brinkerhoff, hereinafter referred to as "CONSULTANT", as their Consultant Project Engineer to perform Construction Engineering; and

WHEREAS, the LOCAL AUTHORITY agrees to comply with the applicable UDOT and Federal Highway Administration (FHWA) Federal-aid Program Procedures and Standards for the project; and

WHEREAS, UDOT's Policy for Construction Engineering on Local Government Projects provides that UDOT not perform construction engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT construction engineering, and UDOT construction resources are available; and

WHEREAS, by law, UDOT may not expend State Funds on any local government project:

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 - (4) Charge appropriate costs for all Technical Assistance and Engineering Services to the CONSULTANT.
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including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. **Financing of Project:** The costs shown below are only ESTIMATES. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any request for additional funding outside of that amount will required the local authority to make an official request to their MPO or the Joint Highway Committee and the Transportation Commission. An amendment may be required to the STIP with advertisement to the public if approved by the Transportation Commission.

Project Number: STP-LC35(142)
 Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

	FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
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Consultant Design Costs	\$ 116,444.32	\$
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UDOT Review, Services, and Technical Assist.	\$	\$
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GRAND TOTAL (Participating + Non-participating)	\$936,444.32	
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Less Local Match Already on Deposit for Preconstruction Phase	\$29,000.00	
Additional Local Authority Funds Required (\$936,444.32 – \$696,000.00 - \$29,000.00)	\$211,444.32	

NOTE: The Utah State Transportation Commission has approved \$870,000.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Match For Construction:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for construction phase estimated at \$ 211,444.32.00). The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number . Payment should be mailed to the UDOT Comptroller=s Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
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- d. **Consultant Construction Engineering:** The LOCAL AUTHORITY shall submit four copies of billings with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and the UDOT Project Manager shall certify and approve the billings and forward to the UDOT Consultant Services Accountant within the Comptroller's Office. UDOT shall pay the Consultant for the LOCAL AUTHORITY, by a separate Engineering Services contract for work covered by the billing.
- e. **Underruns:** If the deposited amount stated above exceeds the LOCAL AUTHORITY's total share of project costs, UDOT will return the amount of overpayment to the LOCAL AUTHORITY.
- f. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.
- g. **Final Inspection and Acceptance:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the project, UDOT shall return the amount of overpayment to the LOCAL AUTHORITY. If the project overruns in costs, the LOCAL AUTHORITY shall pay its

share of the additional amount required for completion of the work within 90 days after receiving the final invoice. Federal funds for future projects may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT Project Manager showing costs charged to the project.

4. **Construction Change Orders:** An authorized LOCAL AUTHORITY official shall approve all construction change orders.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the CONSULTANT for this project is in conformance with UDOT and FHWA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Maintenance:** The LOCAL AUTHORITY shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."
7. **Parking Regulation and Traffic Control:** After the effective date of this agreement, no changes in parking regulations and traffic control will be made on this project without prior approval of the Federal Highway Administration unless the LOCAL AUTHORITY has a functioning traffic engineering unit with the demonstrated ability, as determined by the UDOT, to apply and maintain sound traffic operations and control. Any requests for revisions should be submitted through UDOT's Region Director.
8. **Inter-local Co-operation Act Requirements:**
 1. This agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Inter-local Co-operation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");
 2. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
 3. A duly executed original counterpart of this agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Act;
 4. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
 5. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set forth herein, it shall

be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this agreement, such party shall do so in the same manner that it deals with other property of such party.

9. **Representation Regarding Ethical Standards for Local Authority Officers and Employees and Former Local Authority Officers and Employees:**

UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Project Number: STP-LC35(142)
Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

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

AUTHORIZED LOCAL AUTHORITY OFFICIAL:

By: _____
Title: _____ Date: _____

Printed Name: Ross C. Anderson, Mayor

APPROVED AS TO FORM
Salt Lake City Attorneys Office
Date: 4/6/2005
By: [Signature]

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE:

By: _____
Title: Region Director Date: _____

UTAH DEPARTMENT OF TRANSPORTATION:

Project Management Administration signature required when the standard boilerplate agreement has been modified.

Check box if Project Management Administration signature is required.

By: _____
Title: Director of Engineering Services Date: _____

By: _____
Title: Contract Administrator Date: _____

This form agreement has been reviewed and approved by the designated representative of the Attorney General.

Certification For Donation To Federal-Aid Project

TO: Utah Department of Transportation
Comptroller=s Office, Attn. Rosa Lee
4501 South 2700 West
Salt Lake City, Utah 84119-5998

Date:

FROM: Local Government

Project Number:

Project Location:

UDOT Project Manager:

The National Highway Act of 1995 amended 23 U.S.C 323 to allow donated funds, materials, and services from a third party to be used as the matching share of project costs. All eligible donations applied to matching share must be documented and certified by local government. Records must show how the value placed on in-kind materials and services was derived. Donation records must be maintained by local government and are subject to an audit for a period of three years after project final voucher.

Donation Type Source Date of Donation Value

Funds (Must specify what donated funds used for)

Materials

Services

I certify that to the best of my knowledge and belief the above data are correct. There is adequate documentation of valuation, type and source of donations to specified federal-aid project to comply with Section 24 Part 18 of Title 49 CFR. Donations eligible for matching share were subject to single audit conducted by local government in accordance with OMB circular A-133. I further attest that this certification is made in my official capacity as a representative of the local government identified.

Signature of authorized local government representative

Date

Printed name and title of local government official

Signature of UDOT Project Manager

Date

May 10, 1996

DEPARTMENTAL GUIDANCE ON DONATIONS OF FUNDS, MATERIALS, OR SERVICES TO A FEDERAL-AID ENHANCEMENT PROJECT

NHS Act Provision on Donations to Projects

The National Highway System Designation Act of 1995 amended 23 U.S.C. 323 to allow donated funds, materials, and services be used as the State=s matching share of project costs.

Eligible Donations

These guidelines only apply to third party donations of funds, materials, and services. Third parties may include an individual, company, association, etc., but do not include a Federal, State, or local government agency.

Donations by a third party are essentially treated the same as incurred costs. The donated items must qualify as a participating cost meeting eligibility standards and be within the scope of the project. The common rule (49 CFR Part 18) requires a donation to be made by a third party after the date the project is approved by FHWA and prior to the project final voucher. No donations are eligible prior to the date of the NHS act, November 28, 1995.

Eligible donations may be applied to the State=s matching share of project on which donation was made. Donations cannot be used to revise matching shares on unrelated projects. At no time may the Federal share of costs exceed the total project costs actually incurred by the State. If donations exceed the State=s share, the excess will be used to reduce the remaining project cost. If cost overruns occur, any excess donations previously used to reduce the remaining project cost may be used to satisfy the State=s matching share of the cost overruns.

Documentation of Donations

Donations applied to the State=s matching share must be documented by local government. Records must show how the value placed on in-kind materials and services was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization used to support the allocability of regular personnel costs, i.e. time sheets, time cards, etc. (This is reiterated in OMB Circular A-87, Attachment B Section 11(I) Donated Services and 29 CFR 18.24.) For audit purposes the local government must maintain donation records for a period of three years after the project final voucher.

Valuation of Donations

Donated materials and services will be valued at their market value at the time of the donation. Donated services may include labor, equipment, and costs related to providing the service. Donated labor will be valued at rates consistent with those ordinarily paid for similar work in the donor=s organization. If the donor does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in that location. Equipment will be valued at the fair market rental value or reasonable use rates.

Certification of Donations

The local government will be required to provide UDOT a certification for all donations used as matching share on federal-aid projects. This certification will list the donation type, source, and determined value of all eligible donations. An authorized local government official will certify this information. The certification for all donations must be completed by local government and received prior to project final voucher in order for the donations to be applied toward State match.

Federal Funds Used as Matching

In a few cases, Federal funds with specific legislative authority may be used to match other Federal Funds. The following Federal funds may be used to match Federal-aid highway funds:

- | | |
|---|--|
| X | State and Local Assistance Act (P.L. 92-512) |
| X | HUD Community Development Block Grants (P.L.93-383) |
| X | Public Works Employment Act of 1976 (P.L.94-369) |
| X | Delaware and Lehigh Navigation Canal National Heritage Corridor Act of 1988 (P.L. 100-692) |

COOPERATIVE AGREEMENT
PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT
Enhancement Program
(FEDERAL PARTICIPATION)

THIS Cooperative Agreement No. , made and entered into this ____ day of _____, 20__, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", and Salt Lake City , State of Utah, acting through its hereinafter referred to as "LOCAL AUTHORITY", witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the project, Emigration Canyon , Salt Lake City Bike Lanes , financed in part from Federal-aid highway funds, said project located at and identified as project number STP-LC35(142) ; and

WHEREAS, the LOCAL AUTHORITY agrees to pay all costs of the project, less the eligible amount reimbursed to UDOT by the Federal Government, and that through their consultant selection process has selected Parsons Brinkerhoff, hereinafter referred to as "CONSULTANT", as their Consultant Project Engineer to perform Construction Engineering; and

WHEREAS, the LOCAL AUTHORITY agrees to comply with the applicable UDOT and Federal Highway Administration (FHWA) Federal-aid Program Procedures and Standards for the project; and

WHEREAS, UDOT's Policy for Construction Engineering on Local Government Projects provides that UDOT not perform construction engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT construction engineering, and UDOT construction resources are available; and

WHEREAS, by law, UDOT may not expend State Funds on any local government project:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Description of Work Involved:** The work covered by this agreement shall commence upon advertisement of the project, and shall consist of the following:
 - a. UDOT shall:
 - (1) Award the project, with concurrence from the LOCAL AUTHORITY, using UDOT procedures.
 - (2) Provide a Project Manager for the project.
 - (3) Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
 - (4) Charge appropriate costs for all Technical Assistance and Engineering Services to the CONSULTANT.
 - (5) Charge appropriate costs for all project management to the project.
2. **Liability:** LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs,

including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. **Financing of Project:** The costs shown below are only ESTIMATES. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any request for additional funding outside of that amount will required the local authority to make an official request to their MPO or the Joint Highway Committee and the Transportation Commission. An amendment may be required to the STIP with advertisement to the public if approved by the Transportation Commission.

NOTE: The Utah State Transportation Commission has approved \$870,000.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Match For Construction:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for construction phase estimated at \$ 211,444.32.00). The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number . Payment should be mailed to the UDOT Comptroller=s Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
- b. **UDOT Technical Assistance and Engineering Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance or Engineering Service performed by UDOT relative to this project.
- c. **Construction:** The LOCAL AUTHORITY shall pay all costs of construction and construction engineering, less the eligible amount reimbursed to UDOT by the Federal Government. The Joint Highway Committee limits federal participation in construction engineering costs to 20 percent of the construction contract costs for local government projects, provided that the average statewide cost for construction engineering does not exceed the 15 percent limit required by the Federal Government. Construction engineering includes UDOT Project Management and Consultant Construction Engineering.
- d. **Consultant Construction Engineering:** The LOCAL AUTHORITY shall submit four copies of billings with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and the UDOT Project Manager shall certify and approve the billings and forward to the UDOT Consultant Services Accountant within the Comptroller's Office. UDOT shall pay the Consultant for the LOCAL AUTHORITY, by a separate Engineering Services contract for work covered by the billing.
- e. **Underruns:** If the deposited amount stated above exceeds the LOCAL AUTHORITY's total share of project costs, UDOT will return the amount of overpayment to the LOCAL AUTHORITY.
- f. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.
- g. **Final Inspection and Acceptance:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the project, UDOT shall return the amount of overpayment to the LOCAL AUTHORITY. If the project overruns in costs, the LOCAL AUTHORITY shall pay its

share of the additional amount required for completion of the work within 90 days after receiving the final invoice. Federal funds for future projects may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT Project Manager showing costs charged to the project.

4. **Construction Change Orders:** An authorized LOCAL AUTHORITY official shall approve all construction change orders.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the CONSULTANT for this project is in conformance with UDOT and FHWA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Maintenance:** The LOCAL AUTHORITY shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."
7. **Parking Regulation and Traffic Control:** After the effective date of this agreement, no changes in parking regulations and traffic control will be made on this project without prior approval of the Federal Highway Administration unless the LOCAL AUTHORITY has a functioning traffic engineering unit with the demonstrated ability, as determined by the UDOT, to apply and maintain sound traffic operations and control. Any requests for revisions should be submitted through UDOT's Region Director.
8. **Inter-local Co-operation Act Requirements:**
 1. This agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Inter-local Co-operation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");
 2. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
 3. A duly executed original counterpart of this agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Act;
 4. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
 5. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set forth herein, it shall

be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this agreement, such party shall do so in the same manner that it deals with other property of such party.

9. **Representation Regarding Ethical Standards for Local Authority Officers and Employees and Former Local Authority Officers and Employees:**

UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

AUTHORIZED LOCAL AUTHORITY OFFICIAL:

By: _____
Title: _____ Date: _____

Printed Name: Ross C. Anderson, Mayor

APPROVED AS TO FORM
Salt Lake City Attorneys Office
Date 4/6/2005
[Signature]

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE:

By: _____
Title: Region Director Date: _____

UTAH DEPARTMENT OF TRANSPORTATION:

Project Management Administration signature required when the standard boilerplate agreement has been modified.

Check box if Project Management Administration signature is required.

By: _____
Title: Director of Engineering Services Date: _____

By: _____
Title: Contract Administrator Date: _____

This form agreement has been reviewed and approved by the designated representative of the Attorney General.

Certification For Donation To Federal-Aid Project

TO: Utah Department of Transportation
Comptroller's Office, Attn. Rosa Lee
4501 South 2700 West
Salt Lake City, Utah 84119-5998

Date:

FROM:
Local Government

Project Number:

Project Location:

UDOT Project Manager:

The National Highway Act of 1995 amended 23 U.S.C 323 to allow donated funds, materials, and services from a third party to be used as the matching share of project costs. All eligible donations applied to matching share must be documented and certified by local government. Records must show how the value placed on in-kind materials and services was derived. Donation records must be maintained by local government and are subject to an audit for a period of three years after project final voucher.

<u>Donation Type</u>	<u>Source</u>	<u>Date of Donation</u>	<u>Value</u>
Funds (Must specify what donated funds used for)			

Materials

Services

I certify that to the best of my knowledge and belief the above data are correct. There is adequate documentation of valuation, type and source of donations to specified federal-aid project to comply with Section 24 Part 18 of Title 49 CFR. Donations eligible for matching share were subject to single audit conducted by local government in accordance with OMB circular A-133. I further attest that this certification is made in my official capacity as a representative of the local government identified.

Signature of authorized local government representative

Date

Printed name and title of local government official

Signature of UDOT Project Manager

Date

May 10, 1996

DEPARTMENTAL GUIDANCE ON DONATIONS OF FUNDS, MATERIALS, OR SERVICES TO A FEDERAL-AID ENHANCEMENT PROJECT

NHS Act Provision on Donations to Projects

The National Highway System Designation Act of 1995 amended 23 U.S.C. 323 to allow donated funds, materials, and services be used as the State=s matching share of project costs.

Eligible Donations

These guidelines only apply to third party donations of funds, materials, and services. Third parties may include an individual, company, association, etc., but do not include a Federal, State, or local government agency.

Donations by a third party are essentially treated the same as incurred costs. The donated items must qualify as a participating cost meeting eligibility standards and be within the scope of the project. The common rule (49 CFR Part 18) requires a donation to be made by a third party after the date the project is approved by FHWA and prior to the project final voucher. No donations are eligible prior to the date of the NHS act, November 28, 1995.

Eligible donations may be applied to the State=s matching share of project on which donation was made. Donations cannot be used to revise matching shares on unrelated projects. At no time may the Federal share of costs exceed the total project costs actually incurred by the State. If donations exceed the State=s share, the excess will be used to reduce the remaining project cost. If cost overruns occur, any excess donations previously used to reduce the remaining project cost may be used to satisfy the State=s matching share of the cost overruns.

Documentation of Donations

Donations applied to the State=s matching share must be documented by local government. Records must show how the value placed on in-kind materials and services was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization used to support the allocability of regular personnel costs, i.e. time sheets, time cards, etc. (This is reiterated in OMB Circular A-87, Attachment B Section 11(I) Donated Services and 29 CFR 18.24.) For audit purposes the local government must maintain donation records for a period of three years after the project final voucher.

Valuation of Donations

Donated materials and services will be valued at their market value at the time of the donation. Donated services may include labor, equipment, and costs related to providing the service. Donated labor will be valued at rates consistent with those ordinarily paid for similar work in the donor=s organization. If the donor does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in that location. Equipment will be valued at the fair market rental value or reasonable use rates.

Certification of Donations

The local government will be required to provide UDOT a certification for all donations used as matching share on federal-aid projects. This certification will list the donation type, source, and determined value of all eligible donations. An authorized local government official will certify this information. The certification for all donations must be completed by local government and received prior to project final voucher in order for the donations to be applied toward State match.

Federal Funds Used as Matching

In a few cases, Federal funds with specific legislative authority may be used to match other Federal Funds. The following Federal funds may be used to match Federal-aid highway funds:

- | | |
|---|--|
| X | State and Local Assistance Act (P.L. 92-512) |
| X | HUD Community Development Block Grants (P.L.93-383) |
| X | Public Works Employment Act of 1976 (P.L.94-369) |
| X | Delaware and Lehigh Navigation Canal National Heritage Corridor Act of 1988 (P.L. 100-692) |

COOPERATIVE AGREEMENT
PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT
Enhancement Program
(FEDERAL PARTICIPATION)

THIS Cooperative Agreement No. , made and entered into this ____ day of _____, 20__, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", and Salt Lake City , State of Utah, acting through its hereinafter referred to as "LOCAL AUTHORITY", witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the project, Emigration Canyon , Salt Lake City Bike Lanes , financed in part from Federal-aid highway funds, said project located at and identified as project number STP-LC35(142) ; and

WHEREAS, the LOCAL AUTHORITY agrees to pay all costs of the project, less the eligible amount reimbursed to UDOT by the Federal Government, and that through their consultant selection process has selected Parsons Brinkerhoff, hereinafter referred to as "CONSULTANT", as their Consultant Project Engineer to perform Construction Engineering; and

WHEREAS, the LOCAL AUTHORITY agrees to comply with the applicable UDOT and Federal Highway Administration (FHWA) Federal-aid Program Procedures and Standards for the project; and

WHEREAS, UDOT's Policy for Construction Engineering on Local Government Projects provides that UDOT not perform construction engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT construction engineering, and UDOT construction resources are available; and

WHEREAS, by law, UDOT may not expend State Funds on any local government project:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Description of Work Involved:** The work covered by this agreement shall commence upon advertisement of the project, and shall consist of the following:
 - a. UDOT shall:
 - (1) Award the project, with concurrence from the LOCAL AUTHORITY, using UDOT procedures.
 - (2) Provide a Project Manager for the project.
 - (3) Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
 - (4) Charge appropriate costs for all Technical Assistance and Engineering Services to the CONSULTANT.
 - (5) Charge appropriate costs for all project management to the project.
2. **Liability:** LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs,

including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. **Financing of Project:** The costs shown below are only ESTIMATES. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any request for additional funding outside of that amount will required the local authority to make an official request to their MPO or the Joint Highway Committee and the Transportation Commission. An amendment may be required to the STIP with advertisement to the public if approved by the Transportation Commission.

Project Number: STP-LC35(142)
 Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

	FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
Preliminary Engineering:		
UDOT Review and Management	\$5000.00	\$
Consultant Design Costs	\$ 116,444.32	\$
Right-of-way:		
UDOT Review, Services, and Technical Assist.	\$	\$
Acquisitions and Appraisals	\$	\$
Utilities	\$	\$
Construction Contract	\$ 605,000.00	\$
Construction Engineering:		
Salt Lake City Construction Monitoring	\$ 30,000.00	\$
UDOT Construction Monitoring	\$ 30,000.00	\$
Consultant Construction Engineering	\$ 150,000.00	\$
ESTIMATED TOTAL PARTICIPATING AND NON- PARTICIPATING COSTS	\$936,444.32	\$0.00
GRAND TOTAL (Participating + Non-participating)	\$936,444.32	
Federal Funds \$870,000 80%	\$ 696,000.00	
Local Match _____ 20%	\$ 174,000.00	
Local Authority Non-participating Costs	\$0.00	
Local Authority Match and Non-participating Costs	\$0.00	
Less Local Match Already on Deposit for Preconstruction Phase	\$29,000.00	
Additional Local Authority Funds Required (\$936,444.32 – \$696,000.00 - \$29,000.00)	\$211,444.32	

NOTE: The Utah State Transportation Commission has approved \$870,000.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Match For Construction:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for construction phase estimated at \$ 211,444.32.00). The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number. Payment should be mailed to the UDOT Comptroller=s Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
- b. **UDOT Technical Assistance and Engineering Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance or Engineering Service performed by UDOT relative to this project.
- c. **Construction:** The LOCAL AUTHORITY shall pay all costs of construction and construction engineering, less the eligible amount reimbursed to UDOT by the Federal Government. The Joint Highway Committee limits federal participation in construction engineering costs to 20 percent of the construction contract costs for local government projects, provided that the average statewide cost for construction engineering does not exceed the 15 percent limit required by the Federal Government. Construction engineering includes UDOT Project Management and Consultant Construction Engineering.
- d. **Consultant Construction Engineering:** The LOCAL AUTHORITY shall submit four copies of billings with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and the UDOT Project Manager shall certify and approve the billings and forward to the UDOT Consultant Services Accountant within the Comptroller's Office. UDOT shall pay the Consultant for the LOCAL AUTHORITY, by a separate Engineering Services contract for work covered by the billing.
- e. **Underruns:** If the deposited amount stated above exceeds the LOCAL AUTHORITY's total share of project costs, UDOT will return the amount of overpayment to the LOCAL AUTHORITY.
- f. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.
- g. **Final Inspection and Acceptance:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the project, UDOT shall return the amount of overpayment to the LOCAL AUTHORITY. If the project overruns in costs, the LOCAL AUTHORITY shall pay its

share of the additional amount required for completion of the work within 90 days after receiving the final invoice. Federal funds for future projects may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT Project Manager showing costs charged to the project.

4. **Construction Change Orders:** An authorized LOCAL AUTHORITY official shall approve all construction change orders.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the CONSULTANT for this project is in conformance with UDOT and FHWA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Maintenance:** The LOCAL AUTHORITY shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."
7. **Parking Regulation and Traffic Control:** After the effective date of this agreement, no changes in parking regulations and traffic control will be made on this project without prior approval of the Federal Highway Administration unless the LOCAL AUTHORITY has a functioning traffic engineering unit with the demonstrated ability, as determined by the UDOT, to apply and maintain sound traffic operations and control. Any requests for revisions should be submitted through UDOT's Region Director.
8. **Inter-local Co-operation Act Requirements:**
 1. This agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Inter-local Co-operation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");
 2. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
 3. A duly executed original counterpart of this agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Act;
 4. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
 5. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set forth herein, it shall

be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this agreement, such party shall do so in the same manner that it deals with other property of such party.

9. **Representation Regarding Ethical Standards for Local Authority Officers and Employees and Former Local Authority Officers and Employees:**

UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

AUTHORIZED LOCAL AUTHORITY OFFICIAL:

By: Ross C. Anderson, Mayor
Title: _____

Date:

Printed Name: _____

APPROVED AS TO FORM
Salt Lake City Attorneys Office
Date 4/6/2005
By W Spendlin

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE:

By: _____
Title: Region Director

Date:

UTAH DEPARTMENT OF TRANSPORTATION:

Project Management Administration signature required when the standard boilerplate agreement has been modified.

9 Check box if Project Management Administration signature is required.

By: _____
Title: Director of Engineering Services

Date:

By: _____
Title: Contract Administrator

Date:

This form agreement has been reviewed and approved by the designated representative of the Attorney General.

Certification For Donation To Federal-Aid Project

TO: Utah Department of Transportation
Comptroller's Office, Attn. Rosa Lee
4501 South 2700 West
Salt Lake City, Utah 84119-5998

Date:

FROM:

Local Government

Project Number:

Project Location:

UDOT Project Manager:

The National Highway Act of 1995 amended 23 U.S.C 323 to allow donated funds, materials, and services from a third party to be used as the matching share of project costs. All eligible donations applied to matching share must be documented and certified by local government. Records must show how the value placed on in-kind materials and services was derived. Donation records must be maintained by local government and are subject to an audit for a period of three years after project final voucher.

<u>Donation Type</u>	<u>Source</u>	<u>Date of Donation</u>	<u>Value</u>
----------------------	---------------	-------------------------	--------------

Funds (Must specify what donated funds used for)

Materials

Services

I certify that to the best of my knowledge and belief the above data are correct. There is adequate documentation of valuation, type and source of donations to specified federal-aid project to comply with Section 24 Part 18 of Title 49 CFR. Donations eligible for matching share were subject to single audit conducted by local government in accordance with OMB circular A-133. I further attest that this certification is made in my official capacity as a representative of the local government identified.

Signature of authorized local government representative

Date

Printed name and title of local government official

Signature of UDOT Project Manager

Date

May 10, 1996

**DEPARTMENTAL GUIDANCE ON DONATIONS OF FUNDS, MATERIALS, OR
SERVICES TO A FEDERAL-AID ENHANCEMENT PROJECT**

NHS Act Provision on Donations to Projects

The National Highway System Designation Act of 1995 amended 23 U.S.C. 323 to allow donated funds, materials, and services be used as the State=s matching share of project costs.

Eligible Donations

These guidelines only apply to third party donations of funds, materials, and services. Third parties may include an individual, company, association, etc., but do not include a Federal, State, or local government agency.

Donations by a third party are essentially treated the same as incurred costs. The donated items must qualify as a participating cost meeting eligibility standards and be within the scope of the project. The common rule (49 CFR Part 18) requires a donation to be made by a third party after the date the project is approved by FHWA and prior to the project final voucher. No donations are eligible prior to the date of the NHS act, November 28, 1995.

Eligible donations may be applied to the State=s matching share of project on which donation was made. Donations cannot be used to revise matching shares on unrelated projects. At no time may the Federal share of costs exceed the total project costs actually incurred by the State. If donations exceed the State=s share, the excess will be used to reduce the remaining project cost. If cost overruns occur, any excess donations previously used to reduce the remaining project cost may be used to satisfy the State=s matching share of the cost overruns.

Documentation of Donations

Donations applied to the State=s matching share must be documented by local government. Records must show how the value placed on in-kind materials and services was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization used to support the allocability of regular personnel costs, i.e. time sheets, time cards, etc. (This is reiterated in OMB Circular A-87, Attachment B Section 11(I) Donated Services and 29 CFR 18.24.) For audit purposes the local government must maintain donation records for a period of three years after the project final voucher.

Valuation of Donations

Donated materials and services will be valued at their market value at the time of the donation. Donated services may include labor, equipment, and costs related to providing the service. Donated labor will be valued at rates consistent with those ordinarily paid for similar work in the donor=s organization. If the donor does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in that location. Equipment will be valued at the fair market rental value or reasonable use rates.

Certification of Donations

The local government will be required to provide UDOT a certification for all donations used as matching share on federal-aid projects. This certification will list the donation type, source, and determined value of all eligible donations. An authorized local government official will certify this information. The certification for all donations must be completed by local government and received prior to project final voucher in order for the donations to be applied toward State match.

Federal Funds Used as Matching

In a few cases, Federal funds with specific legislative authority may be used to match other Federal Funds. The following Federal funds may be used to match Federal-aid highway funds:

- | | |
|---|--|
| X | State and Local Assistance Act (P.L. 92-512) |
| X | HUD Community Development Block Grants (P.L.93-383) |
| X | Public Works Employment Act of 1976 (P.L.94-369) |
| X | Delaware and Lehigh Navigation Canal National Heritage Corridor Act of 1988 (P.L. 100-692) |

COOPERATIVE AGREEMENT
PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT
Enhancement Program
(FEDERAL PARTICIPATION)

THIS Cooperative Agreement No. , made and entered into this ____ day of _____, 20__, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", and Salt Lake City , State of Utah, acting through its hereinafter referred to as "LOCAL AUTHORITY", witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the project, Emigration Canyon , Salt Lake City Bike Lanes , financed in part from Federal-aid highway funds, said project located at and identified as project number STP-LC35(142) ; and

WHEREAS, the LOCAL AUTHORITY agrees to pay all costs of the project, less the eligible amount reimbursed to UDOT by the Federal Government, and that through their consultant selection process has selected Parsons Brinkerhoff, hereinafter referred to as "CONSULTANT", as their Consultant Project Engineer to perform Construction Engineering; and

WHEREAS, the LOCAL AUTHORITY agrees to comply with the applicable UDOT and Federal Highway Administration (FHWA) Federal-aid Program Procedures and Standards for the project; and

WHEREAS, UDOT's Policy for Construction Engineering on Local Government Projects provides that UDOT not perform construction engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT construction engineering, and UDOT construction resources are available; and

WHEREAS, by law, UDOT may not expend State Funds on any local government project:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Description of Work Involved:** The work covered by this agreement shall commence upon advertisement of the project, and shall consist of the following:
 - a. UDOT shall:
 - (1) Award the project, with concurrence from the LOCAL AUTHORITY, using UDOT procedures.
 - (2) Provide a Project Manager for the project.
 - (3) Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
 - (4) Charge appropriate costs for all Technical Assistance and Engineering Services to the CONSULTANT.
 - (5) Charge appropriate costs for all project management to the project.
2. **Liability:** LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs,

including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. **Financing of Project:** The costs shown below are only ESTIMATES. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any request for additional funding outside of that amount will required the local authority to make an official request to their MPO or the Joint Highway Committee and the Transportation Commission. An amendment may be required to the STIP with advertisement to the public if approved by the Transportation Commission.

Project Number: STP-LC35(142)
 Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

	FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
Preliminary Engineering:		
UDOT Review and Management	\$5000.00	\$
Consultant Design Costs	\$ 116,444.32	\$
Right-of-way:		
UDOT Review, Services, and Technical Assist.	\$	\$
Acquisitions and Appraisals	\$	\$
Utilities	\$	\$
Construction Contract	\$ 605,000.00	\$
Construction Engineering:		
Salt Lake City Construction Monitoring	\$ 30,000.00	\$
UDOT Construction Monitoring	\$ 30,000.00	\$
Consultant Construction Engineering	\$ 150,000.00	\$
ESTIMATED TOTAL PARTICIPATING AND NON- PARTICIPATING COSTS	\$936,444.32	\$0.00
GRAND TOTAL (Participating + Non-participating)	\$936,444.32	
Federal Funds \$870,000 80%	\$ 696,000.00	
Local Match _____ 20%	\$ 174,000.00	
Local Authority Non-participating Costs	\$0.00	
Local Authority Match and Non-participating Costs	\$0.00	
Less Local Match Already on Deposit for Preconstruction Phase	\$29,000.00	
Additional Local Authority Funds Required (\$936,444.32 – \$696,000.00 - \$29,000.00)	\$211,444.32	

NOTE: The Utah State Transportation Commission has approved \$870,000.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Match For Construction:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for construction phase estimated at \$ 211,444.32.00). The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number. Payment should be mailed to the UDOT Comptroller=s Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
- b. **UDOT Technical Assistance and Engineering Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance or Engineering Service performed by UDOT relative to this project.
- c. **Construction:** The LOCAL AUTHORITY shall pay all costs of construction and construction engineering, less the eligible amount reimbursed to UDOT by the Federal Government. The Joint Highway Committee limits federal participation in construction engineering costs to 20 percent of the construction contract costs for local government projects, provided that the average statewide cost for construction engineering does not exceed the 15 percent limit required by the Federal Government. Construction engineering includes UDOT Project Management and Consultant Construction Engineering.
- d. **Consultant Construction Engineering:** The LOCAL AUTHORITY shall submit four copies of billings with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and the UDOT Project Manager shall certify and approve the billings and forward to the UDOT Consultant Services Accountant within the Comptroller's Office. UDOT shall pay the Consultant for the LOCAL AUTHORITY, by a separate Engineering Services contract for work covered by the billing.
- e. **Underruns:** If the deposited amount stated above exceeds the LOCAL AUTHORITY's total share of project costs, UDOT will return the amount of overpayment to the LOCAL AUTHORITY.
- f. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.
- g. **Final Inspection and Acceptance:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the project, UDOT shall return the amount of overpayment to the LOCAL AUTHORITY. If the project overruns in costs, the LOCAL AUTHORITY shall pay its

share of the additional amount required for completion of the work within 90 days after receiving the final invoice. Federal funds for future projects may be withheld until payment is made.

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 2. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
 3. A duly executed original counterpart of this agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Act;
 4. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
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be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this agreement, such party shall do so in the same manner that it deals with other property of such party.

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UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY=s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Project Number: STP-LC35(142)
Project Name: Emigration Canyon Road; Salt Lake City Bike Lanes

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

AUTHORIZED LOCAL AUTHORITY OFFICIAL:

By: _____
Title: _____ Date: _____

Printed Name: Ross C. Anderson, Mayor

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date: 4/6/2005
By: [Signature]

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE:

By: _____
Title: Region Director Date: _____

UTAH DEPARTMENT OF TRANSPORTATION:

Project Management Administration signature required when the standard boilerplate agreement has been modified.

9 Check box if Project Management Administration signature is required.

By: _____
Title: Director of Engineering Services Date: _____

By: _____
Title: Contract Administrator Date: _____

This form agreement has been reviewed and approved by the designated representative of the Attorney General.

Certification For Donation To Federal-Aid Project

TO: Utah Department of Transportation
Comptroller=s Office, Attn. Rosa Lee
4501 South 2700 West
Salt Lake City, Utah 84119-5998

Date:

FROM:

Local Government

Project Number:

Project Location:

UDOT Project Manager:

The National Highway Act of 1995 amended 23 U.S.C 323 to allow donated funds, materials, and services from a third party to be used as the matching share of project costs. All eligible donations applied to matching share must be documented and certified by local government. Records must show how the value placed on in-kind materials and services was derived. Donation records must be maintained by local government and are subject to an audit for a period of three years after project final voucher.

<u>Donation Type</u>	<u>Source</u>	<u>Date of Donation</u>	<u>Value</u>
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Funds (Must specify what donated funds used for)

Materials

Services

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Signature of authorized local government representative

Date

Printed name and title of local government official

Signature of UDOT Project Manager

Date

May 10, 1996

DEPARTMENTAL GUIDANCE ON DONATIONS OF FUNDS, MATERIALS, OR SERVICES TO A FEDERAL-AID ENHANCEMENT PROJECT

NHS Act Provision on Donations to Projects

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Certification of Donations

The local government will be required to provide UDOT a certification for all donations used as matching share on federal-aid projects. This certification will list the donation type, source, and determined value of all eligible donations. An authorized local government official will certify this information. The certification for all donations must be completed by local government and received prior to project final voucher in order for the donations to be applied toward State match.

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- | | |
|---|--|
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| X | HUD Community Development Block Grants (P.L.93-383) |
| X | Public Works Employment Act of 1976 (P.L.94-369) |
| X | Delaware and Lehigh Navigation Canal National Heritage Corridor Act of 1988 (P.L. 100-692) |