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# MEMORANDUM

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**DATE:** December 5, 2006  
**TO:** City Council Members  
**FROM:** Jennifer Bruno  
**RE:** Interlocal Agreement – UDOT, Salt Lake County, and Salt Lake City for Design Environmental Studies for Parley's Creek Trail  
**CC:** Rocky Fluhart, Sam Guevara, Rick Graham, Max Petersen, Richard A. Johnston

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Attached are two resolutions authorizing the approval of two interlocal agreements between Salt Lake City, Salt Lake County and the Utah Department of Transportation (UDOT) for the Design and Environmental Studies for the Parley's Creek Trail, phases III and IV.

## **POTENTIAL MOTIONS**

1. **["I move that the Council"]** Adopt the attached resolutions authorizing the Mayor to sign the attached interlocal agreements with the Utah Department of Transportation and Salt Lake County, for Design and Environmental Studies for the Parley's Creek Trail project.
2. **["I move that the Council"]** Not adopt the attached resolutions authorizing the Mayor to sign the attached interlocal agreements with the Utah Department of Transportation and Salt Lake County, for Design and Environmental Studies for the Parley's Creek Trail project.

## **KEY ELEMENTS**

The Council had previously dealt with this item on July 6, 2006, when it authorized the Mayor to sign an interlocal agreement with UDOT and Salt Lake County. However, since that time UDOT has determined that in order to comply with their procurement procedures, that previous interlocal agreement must now be broken into two separate agreements. The two are identified as:

1. The Draw environmental documentation preparation and final design from 1300 East to 1700 East (Phase III).
2. The environmental document for the Parley's Trail from 1700 East to the Crossing at I-215 (Phase IV).

In July of 2006, the Council appropriated \$285,000 for the entire project (the City is responsible for the local match to pay for the design of the project). This amount will be split into \$118,000 for Phase III and \$167,000 for Phase IV. No additional City funds are needed.

## **BACKGROUND**

The trail, a bicycle/recreation trail running from the mouth of Parley's Canyon to the Jordan River, was master planned by Salt Lake County in coordination with the City and the Parleys Rails, Trails and Tunnels Coalition (PRATT).

The recent Federal Highway Bill approved approximately \$10.5 million for the Parley's Creek Trail Project. This money comes with an approximate \$2.5 million local match requirement, which will be funded by Salt Lake County (funds committed) and Salt Lake City funds that have already been appropriated (Salt Lake City's share is \$285,652 - these funds were finalized in Budget Amendment #4 of FY 2006).

This local match will enable the construction of the trail from Parley's Historic Nature Park to Hidden Hollow in Sugarhouse, including the Sugarhouse "Draw" crossing at 1300 East.

The first step in the process is to proceed with the Environmental Study and Design Study reports. The various funding and staging responsibilities for completing these reports are outlined in the attached interlocal agreement. The first priority for design will be the 1700 East to Hidden Hollow section (including the "Draw" at 1300 East).

Note: Changes to the Interlocal Cooperation Act by the 2003 Legislature allow the Mayor to execute interlocal agreements without approval of the City Council except when the interlocal agreement includes any of the following:

- Acquires or transfers real property
- Construction of a facility or improvements to real property
- Bonding
- Sharing taxes or other revenue
- Agreements that includes an out-of-state public agency
- Agreements that require budget adjustments to the City's current or future budgets
- Creation of an interlocal agency

## COUNCIL TRANSMITTAL

**TO:** Sam Guevara  
Chief of Staff  
**DATE:** November 9, 2006

**FROM:** Rick Graham, Director of Public Services *py*

**SUBJECT:** Parleys Creek Trail, Phase III  
UDOT Project No. F-LC35(166) Pin No. 5484

**STAFF CONTACT:** John Naser, P.E. – 535-6240

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** Approve a resolution to authorize the Mayor to sign the attached Interlocal Agreement.

**BUDGET IMPACT:** Funding in the total amount of \$285,000 was previously obligated on July 6, 2006. This is the total commitment by the City for Phase III and Phase IV

**BACKGROUND/DISCUSSION:** On July 6, 2006 a resolution was approved and subsequently the Interlocal Cooperative Agreement for Design Environmental studies for Parley's Creek Trail (Parley's Historic Nature Park to Jordan River), UDOT project No. STP-LC35(123) was signed by the Mayor. This approved Interlocal Cooperative Agreement was between UDOT, Salt Lake City and Salt Lake County.

The Utah Department of Transportation has now determined the above Interlocal Cooperative Agreement that was approved on July 6, 2006 must be broken into two separate Interlocal Agreements to comply with UDOT's procurement procedures. The two are identified as follows: 1) The draw environmental documentation preparation final design from 1300 East to 1700 East, and 2) The environmental document for the Parley's Trail from 1700 East to the Parleys Crossing at I-215.

The background information provided during the approval process for the July 6, 2006 Interlocal Cooperative Agreement is as follows: The recent Federal Highway Bill (SAFETEA-LU) approved by Salt Lake County in coordination with the City and with the Parleys Rails, Trails, and Tunnels Coalition (PRATT), defines a bicycle/recreation trail running from the mouth of Parley's Canyon to the Jordan River. It is estimated that the federal grant combined with a local

match contribution of approximately \$2,345,000 from Salt Lake County and the City funding, will fund construction of the trail from Parley's Historic Nature Park to Hidden Hollow in Sugarhouse, including the Sugarhouse "Draw" crossing at 1300 East. Salt Lake County will fund the local match for construction. Salt Lake City Corporation will fund the local match for design.

**PUBLIC PROCESS:** This project design process will involve extensive coordination with PRATT, Salt Lake County, Sugarhouse Community Council and effected property owners.

RESOLUTION NO. \_\_\_\_\_ OF 2006  
AUTHORIZING THE APPROVAL OF AN  
INTERLOCAL COOPERATIVE AGREEMENT  
(DESIGN ENGINEERING REIMBURSEMENT)  
AMONG SALT LAKE CITY CORPORATION, SALT LAKE COUNTY,  
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:

AN INTERLOCAL COOPERATIVE AGREEMENT (DESIGN ENGINEERING REIMBURSEMENT) AMONG THE UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY CORPORATION, AND SALT LAKE COUNTY REGARDING THE PARLEY'S CREEK TRAIL PHASE III, PROJECT NUMBER F-LC35(166).

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 \_\_\_\_\_, 2006.

SALT LAKE CITY COUNCIL

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

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SENIOR SALT LAKE CITY ATTORNEY

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**COOPERATIVE AGREEMENT  
DESIGN ENGINEERING REIMBURSEMENT****Contract** UN051562  
**Salt Lake County**Program  
(FEDERAL PARTICIPATION)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", Salt Lake City Corporation and Salt Lake County, State of Utah, acting through its Mayors, hereinafter referred to as "LOCAL AUTHORITY" witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the design of the project, Parley's Creek Trail Phase III-Salt Lake County, financed in part from Federal-aid highway funds, said project located in Salt Lake County and identified as Project number F-LC35(166); and

WHEREAS, the LOCAL AUTHORITY, through their consultant selection process, has selected H.W. Lochner hereinafter referred to as "CONSULTANT", as their Consultant Design Engineer to perform design engineering; and

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

WHEREAS, by law, UDOT may not expend State funds on any local government project; and

WHEREAS, UDOT and the LOCAL AUTHORITY previously entered into a Cooperative Agreement 07-8023, dated July 6, 2006, combining these services for Phases III, IV and V under one agreement. UDOT and LOCAL AUTHORITY now desire to address the services for each phase under separate cooperative agreements.

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

1. **Description of Work Involved:**

UDOT Shall:

- a. Provide a Project Manager for the project.
- b. Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S. & E. review, right-of-way certification, and final review.
- c. Package the project for advertising and award the construction contract.
- d. 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.
- e. Charge appropriate costs for Technical Assistance and Engineering Services to the CONSULTANT.
- f. Charge appropriate costs for Design Reviews and 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 for preconstruction phase of project. 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 requests for additional federal funding above the approved amount will require the local authority to make an official request to their MPO or Joint Highway Committee and the Transportation Commission for extra matching funds. This may require an amendment to the STIP with advertisement to the public if approved by the Transportation Commission.

		FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
UDOT Technical Assistance and Engr. Services (Charged to CONSULTANT)		As requested	
UDOT Design Reviews, Approvals, Agreements, and Project Management		\$30,000.00	\$0.00
Consultant Design Engineering		\$555,000.00	\$0.00
Design Administrative Costs		\$5,000.00	\$0.00
<b>ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS</b>		<b>\$590,000.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL (Participating + Non- participating)</b>		<b>\$590,000.00</b>	
<b>Federal Funds</b>	<b>80%</b>	<b>\$472,000.00</b>	
<b>Local Match</b>	<b>20%</b>	<b>\$118,000.00</b>	
<b>Local Authority Non-participating Costs</b>		<b>\$0.00</b>	
<b>Total Local Authority Match and Non- participating Costs</b>		<b>\$118,000.00</b>	
<b>Local Authority Match on Deposit</b>		<b>\$118,000.00</b>	

The entire \$118,000.00 will be paid by Salt Lake City. Additional local matching funds will be added by Salt Lake County at a future date if additional funding becomes needful and is allowed by the provisions of Salt Lake County contracting procedures. Salt Lake County shall review each instance of additional funding for compliance with Salt Lake County ordinances, policies and procedures, and approve the same, before Salt Lake County becomes obligated for such funding.



**NOTE:** The Utah State Transportation Commission has approved \$5,648,252.50 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 Matching Share:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for phase III estimated at \$.00. [The LOCAL AUTHORITY has already paid their matching share for this phase III under the Cooperative Agreement dated July 6, 2006.] The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number F-LC35(166). Payment should be mailed to UDOT Comptroller's Office 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
- b. **UDOT Technical Assistance and Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance and Services performed by UDOT relative to this project.
- c. **UDOT Design Reviews, Approvals, Agreements, and Project Management:** The LOCAL AUTHORITY shall pay all costs (both direct and indirect) for Design Reviews, Approvals, Agreements, and Project Management performed by UDOT less the eligible amount reimbursed to UDOT by the Federal Government.
- d. **Consultant Design Engineering:** The LOCAL AUTHORITY shall submit four copies of billings for Consultant Design Engineering with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and UDOT Project Manager shall certify and approve the billings. UDOT shall pay the CONSULTANT for the LOCAL AUTHORITY by a separate Engineering Services Contract for work covered by the billing.
- e. **Design Administrative Costs:** The LOCAL AUTHORITY shall submit billings for design administrative costs it has incurred in four copies, properly certified, to the Project Manager. This billing shall be submitted within two weeks of the award of the Construction Contract. Payment shall be made to the LOCAL AUTHORITY for work covered by the billing. Further adjustments for total project costs and the LOCAL AUTHORITY's participation therein shall be made at the final invoice stage.
- f. **Underruns:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice, showing all costs, 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 design of the project, UDOT may return the amount of overpayment to the LOCAL AUTHORITY or apply the balance toward construction phase.
- g. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns prior to the project being advertised. UDOT may delay advertising the project until after the payment is made. 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.  
  
UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT project manager showing costs charged to the project.
- h. **Termination:** If this agreement is terminated for reasons other than satisfactory completion of the provisions of this agreement, UDOT may bill the LOCAL AUTHORITY for all costs incurred, providing prepaid amounts do not cover expenditures. The LOCAL AUTHORITY shall pay such costs within 30 days after receiving the billing. Federal funds for future projects may be withheld until payment is made.

4. **Plan Review:** Final plans, specifications and estimates shall be approved by the LOCAL AUTHORITY and reviewed by the UDOT acting for the Federal Highway Administration prior to advertising for bids for construction.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the Consultant Design Engineer 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. **Termination:** This agreement may be terminated as follows:
  - a. By mutual agreement of the parties, in writing.
  - b. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
  - c. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.
  - d. Upon satisfactory completion of the provisions of this agreement.
  - e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed.
7. **Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees:**

UDOT and Salt Lake County each represents that it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City 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 Salt Lake City 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 Salt Lake City officer or employee of former Salt Lake City officer or employee to breach any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
8. **Inter-local Cooperation Act Requirements:**
  - a. 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").
  - b. 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;
  - c. 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;
  - d. 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

- e. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set for herein, it shall be administered by the mayors 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. Duration:**

The term of this agreement shall begin on the date it has been approved by all parties pursuant to Section 8(a), and shall terminate as provided in Section 6, which termination date shall be not more than 50 years after the beginning of the term.

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: Salt Lake City Corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date: 11-27-06  
By: [Signature]

**AUTHORIZED LOCAL AUTHORITY OFFICIAL: Salt Lake County**

By: [Signature] 11-22-06  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Darrin Casper

**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.

## GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
  - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
    - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
    - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
    - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
  - (b) The retention period starts from the date of the submission of the final expenditure report.
  - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. **Equal Employment Opportunity:**
  - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
  - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
  - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages or every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
  - (a) The primary purpose of and instrument is to provide employment, or
  - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance

Project Number: F-LC35(166)  
Project Name: Parley's Creek Trail Phase III-Salt Lake Co  
Authority No.:52324  
PIN No.: 5484

compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

NOV 28 2006

RICHARD GRAHAM  
PUBLIC SERVICES DIRECTOR

**SALT LAKE CITY CORPORATION**  
DEPARTMENT OF PUBLIC SERVICES

ROSS C. "ROCKY" ANDERSON  
MAYOR

**COUNCIL TRANSMITTAL**

**TO:** Sam Guevara  
Chief of Staff

**DATE:** November 9, 2006

**FROM:** Rick Graham, Director of Public Services

**SUBJECT:** Parleys Creek Trail, Phase IV  
UDOT Project No. F-LC35(171) Pin No. 5659

**STAFF CONTACT:** John Naser, P.E. – 535-6240

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** Approve a resolution to authorize the Mayor to sign the attached Interlocal Agreement.

**BUDGET IMPACT:** Funding in the total amount of \$285,000 was previously obligated on July 6, 2006. This is the total commitment by the City for Phase III and Phase IV

**BACKGROUND/DISCUSSION:** On July 6, 2006 a resolution was approved and subsequently the Interlocal Cooperative Agreement for Design Environmental studies for Parley's Creek Trail (Parley's Historic Nature Park to Jordan River), UDOT project No. STP-LC35(123) was signed by the Mayor. This approved Interlocal Cooperative Agreement was between UDOT, Salt Lake City and Salt Lake County.

The Utah Department of Transportation has now determined the above Interlocal Cooperative Agreement that was approved on July 6, 2006 must be broken into two separate Interlocal Agreements to comply with UDOT's procurement procedures. The two are identified as follows: 1) The draw environmental documentation preparation final design from 1300 East to 1700 East, and 2) The environmental document for the Parley's Trail from 1700 East to the Parleys Crossing at I-215.

The background information provided during the approval process for the July 6, 2006 Interlocal Cooperative Agreement is as follows: The recent Federal Highway Bill (SAFETEA-LU) approved by Salt Lake County in coordination with the City and with the Parleys Rails, Trails, and Tunnels Coalition (PRATT), defines a bicycle/recreation trail running from the mouth of Parley's Canyon to the Jordan River. It is estimated that the federal grant combined with a local match contribution of approximately \$2,345,000 from Salt Lake County and the City funding,

will fund construction of the trail from Parley's Historic Nature Park to Hidden Hollow in Sugarhouse, including the Sugarhouse "Draw" crossing at 1300 East. Salt Lake County will fund the local match for construction. Salt Lake City Corporation will fund the local match for design.

**PUBLIC PROCESS:** This project design process will involve extensive coordination with PRATT, Salt Lake County, Sugarhouse Community Council and effected property owners.



RESOLUTION NO. \_\_\_\_\_ OF 2006  
AUTHORIZING THE APPROVAL OF AN  
INTERLOCAL COOPERATIVE AGREEMENT  
(DESIGN ENGINEERING REIMBURSEMENT)  
AMONG SALT LAKE CITY CORPORATION, SALT LAKE COUNTY,  
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:

AN INTERLOCAL COOPERATIVE AGREEMENT (DESIGN ENGINEERING REIMBURSEMENT) AMONG THE UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY CORPORATION, AND SALT LAKE COUNTY REGARDING THE PARLEY'S CREEK TRAIL PHASE IV, PROJECT NUMBER F-LC35(171).

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 \_\_\_\_\_, 2006.

SALT LAKE CITY COUNCIL

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

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SENIOR SALT LAKE CITY ATTORNEY

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## COOPERATIVE AGREEMENT DESIGN ENGINEERING REIMBURSEMENT

Contract NO051560  
Salt Lake County

Program  
(FEDERAL PARTICIPATION)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", Salt Lake City Corporation and Salt Lake County, State of Utah, acting through its Mayors, hereinafter referred to as "LOCAL AUTHORITY" witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the design of the project, Parley's Creek Trail Phase IV-Salt Lake County, financed in part from Federal-aid highway funds, said project located in Salt Lake County and identified as Project number F-LC35(171); and

WHEREAS, the LOCAL AUTHORITY, through their consultant selection process, has selected Michael Baker Jr., Inc. and Stanley Consultants Inc. hereinafter referred to as "CONSULTANT", as their Consultants for Environmental Services and Design Engineer to perform design engineering; and

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

WHEREAS, by law, UDOT may not expend State funds on any local government project; and

WHEREAS, UDOT and the LOCAL AUTHORITY previously entered into a Cooperative Agreement 07-8023, dated July 6, 2006, combining these services for Phases III, IV and V under one agreement. UDOT and LOCAL AUTHORITY now desire to address the services for each phase under separate cooperative agreements.

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

1. **Description of Work Involved:**

UDOT Shall:

- a. Provide a Project Manager for the project.
- b. Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S.& E. review, right-of-way certification, and final review.
- c. Package the project for advertising and award the construction contract.
- d. 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.
- e. Charge appropriate costs for Technical Assistance and Engineering Services to the CONSULTANT.
- f. Charge appropriate costs for Design Reviews and 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 for preconstruction phase of project. 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 requests for additional federal funding above the approved amount will require the local authority to make an official request to their MPO or Joint Highway Committee and the Transportation Commission for extra matching funds. This may require an amendment to the STIP with advertisement to the public if approved by the Transportation Commission.

		FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
UDOT Technical Assistance and Engr. Services (Charged to CONSULTANT)		As requested	
UDOT Design Reviews, Approvals, Agreements, and Project Management		\$30,000.00	\$0.00
Consultant Design Engineering		\$800,000.00	\$0.00
Design Administrative Costs		\$5,000.00	\$0.00
<b>ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS</b>		<b>\$835,000.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL (Participating + Non- participating)</b>		<b>\$835,000.00</b>	
<b>Federal Funds</b>	<b>80%</b>	<b>\$668,000.00</b>	
<b>Local Match</b>	<b>20%</b>	<b>\$167,000.00</b>	
<b>Local Authority Non-participating Costs</b>		<b>\$0.00</b>	
<b>Total Local Authority Match and Non- participating Costs</b>		<b>\$167,000.00</b>	
<b>Local Authority Match on Deposit</b>		<b>\$167,000.00</b>	

The entire \$167,000.00 will be paid by Salt Lake City. Additional local matching funds will be added by Salt Lake County at a future date if additional funding becomes needful and is allowed by the provisions of Salt Lake County contracting procedures. Salt Lake County shall review each instance of additional funding for compliance with Salt Lake County ordinances, policies and procedures, and approve the same, before Salt Lake County becomes obligated for such funding.

**NOTE: The Utah State Transportation Commission has approved \$5,948,252.50 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 Matching Share:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for phase IV estimated at \$.00. [The LOCAL AUTHORITY has already paid their matching share for this phase IV under the Cooperative Agreement dated July 6, 2006.] The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number F-LC35(171). Payment should be mailed to UDOT Comptroller's Office 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

- b. **UDOT Technical Assistance and Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance and Services performed by UDOT relative to this project.
- c. **UDOT Design Reviews, Approvals, Agreements, and Project Management:** The LOCAL AUTHORITY shall pay all costs (both direct and indirect) for Design Reviews, Approvals, Agreements, and Project Management performed by UDOT less the eligible amount reimbursed to UDOT by the Federal Government.
- d. **Consultant Design Engineering:** The LOCAL AUTHORITY shall submit four copies of billings for Consultant Design Engineering with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and UDOT Project Manager shall certify and approve the billings. UDOT shall pay the CONSULTANT for the LOCAL AUTHORITY by a separate Engineering Services Contract for work covered by the billing.
- e. **Design Administrative Costs:** The LOCAL AUTHORITY shall submit billings for design administrative costs it has incurred in four copies, properly certified, to the Project Manager. This billing shall be submitted within two weeks of the award of the Construction Contract. Payment shall be made to the LOCAL AUTHORITY for work covered by the billing. Further adjustments for total project costs and the LOCAL AUTHORITY's participation therein shall be made at the final invoice stage.
- f. **Underruns:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice, showing all costs, 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 design of the project, UDOT may return the amount of overpayment to the LOCAL AUTHORITY or apply the balance toward construction phase.
- g. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns prior to the project being advertised. UDOT may delay advertising the project until after the payment is made. 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.

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

- h. **Termination:** If this agreement is terminated for reasons other than satisfactory completion of the provisions of this agreement, UDOT may bill the LOCAL AUTHORITY for all costs incurred, providing prepaid amounts do not cover expenditures. The LOCAL AUTHORITY shall pay such costs within 30 days after receiving the billing. Federal funds for future projects may be withheld until payment is made.

4. **Plan Review:** Final plans, specifications and estimates shall be approved by the LOCAL AUTHORITY and reviewed by the UDOT acting for the Federal Highway Administration prior to advertising for bids for construction.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the Consultant Design Engineer 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. **Termination:** This agreement may be terminated as follows:
  - a. By mutual agreement of the parties, in writing.
  - b. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
  - c. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.
  - d. Upon satisfactory completion of the provisions of this agreement.
  - e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed.

7. **Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees:**

UDOT and Salt Lake County each represents that it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City 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 Salt Lake City 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 Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

8. **Inter-local Cooperation Act Requirements:**

- a. 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").
- b. 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;
- c. 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;
- d. 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

- e. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set for herein, it shall be administered by the mayors 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. Duration:**

The term of this agreement shall begin on the date it has been approved by all parties pursuant to Section 8(a), and shall terminate as provided in Section 6, which termination date shall be not more than 50 years after the beginning of the term.

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: Salt Lake City Corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date: 11-27-06  
By: Royd Ferguson

**AUTHORIZED LOCAL AUTHORITY OFFICIAL: Salt Lake County**

By: [Signature] Date: 11-22-06  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Darrin Casper

**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.



## GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
  - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
    - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
    - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
    - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
  - (b) The retention period starts from the date of the submission of the final expenditure report.
  - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. **Equal Employment Opportunity:**
  - (a) The applicant/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
  - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
  - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages or every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
  - (a) The primary purpose of and instrument is to provide employment, or
  - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. **Accountability of equipment** acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance

Project Number: F-LC35(171)  
Project Name: Parley's Creek Trail Phase IV-Salt Lake Co  
Authority No.:52379  
PIN No.: 5659

compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.