

RICHARD GRAHAM
PUBLIC SERVICES DIRECTOR

SALT LAKE CITY CORPORATION
DEPARTMENT OF PUBLIC SERVICES

ROSS C. "ROCKY" ANDERSON
MAYOR

RECEIVED

MAY 16 2006

SALT LAKE CITY
ENGINEERING DIVISION

COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart *RF* **DATE:** May 10, 2006
Chief Administrative Officer

FROM: Rick Graham, Public Services Director *RG*

SUBJECT: Supplemental Cooperative Agreement with Utah Department of Transportation for construction of sidewalk on the east side of Redwood Road (SR 68) from Indiana Avenue to California Avenue.

STAFF CONTACT: Richard A. Johnston, P.E., Deputy City Engineer, 535-6232

DOCUMENT TYPE: Supplemental Cooperative Agreement

RECOMMENDATION: Approve Agreement

BUDGET IMPACT: A request to increase the budget from \$75,000 to \$124,500 from UDOT funds and increase the budget from \$25,000 to \$41,500 from City funds is included in the June 2006 budget opening.

It is not necessary to obligate funds until the project is advertised for bid and subsequently awarded to the low bidder.

BACKGROUND/DISCUSSION: The City was awarded a \$99,000 grant from Utah Department of Transportation Safer Sidewalk funds for construction of sidewalk at the above location of Redwood Road, a State road. This sidewalk will improve pedestrian safety on Redwood Road and assist Westside residents who use Redwood Road bus stops. During final design, the estimated cost of the project increased to \$165,000; this is due to additional curb, and gutter and drive approaches required to facilitate drainage, increased asphalt thickness for pavement tie-ins and recent experience with escalating construction costs. The additional \$65,000 will be funded from added UDOT funds (75%) and City funds (25%), and is included in the June 2006 budget opening. The project is scheduled to be bid in the fall of 2006 with construction to be completed by May, 2007.

PUBLIC PROCESS: Adjacent property owners will be notified and coordinated with during design and construction.

Recorder

Curb, gutter & sidewalk Construction
SR-68; Redwood Road – Indiana Ave. to California
Ave.: East Side
SUP. COOPERATIVE AGREEMENT WITH
SALT LAKE CITY
Charge ID No. SW1251

SUPPLEMENTAL COOPERATIVE AGREEMENT
to UDOT Finance No. 069063

THIS SUPPLEMENTAL COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**UDOT**", and **SALT LAKE CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**City**",

WITNESSETH:

WHEREAS, the **UDOT** and **City** did enter into Cooperative Agreement 069063 on October 13, 2005; and

WHEREAS, subsequent to entering the Cooperative Agreement the **City** has requested additional funding; and

WHEREAS, the Cooperative Agreement is void upon execution of this Supplemental Cooperative Agreement entered between the **UDOT** and the **City**; and

WHEREAS, in the interest of public safety, it is the desire of the parties hereto to construct and thereafter maintain a pedestrian safety project on SR-68, Curb, gutter & sidewalk, at the locations described as follows: Redwood Road – Indiana Ave. to California Ave.: East side; and

WHEREAS, funds for the construction of pedestrian safety projects have been made available by an appropriation from the Utah State Legislature for distribution by the **UDOT**; and

WHEREAS, it is the intent of the Utah State Legislature that participation in the pedestrian safety project be on a 75% State, 25% Local match basis; and

WHEREAS, the **UDOT** has determined by formal finding that payment for said work on

Curb, gutter & sidewalk Construction
SR-68; Redwood Road – Indiana Ave. to California
Ave.: East Side
SUP. COOPERATIVE AGREEMENT WITH
SALT LAKE CITY
Charge ID No. SW1251

public right of way is not in violation of the laws of the State or any legal contract with the **City**.

THIS SUPPLEMENTAL COOPERATIVE AGREEMENT is made to set out the terms and conditions where under said work shall be performed.

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

1. The **City** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this agreement.
2. All construction work performed by the **City** or its contractor shall conform to **UDOT's** standards. **City's** construction may conform to local standards if they are equal to or greater than the **UDOT** standards.
3. All construction performed under this agreement shall be barrier free to wheelchairs at crosswalks and intersections according to State and Local standards.
4. The **City** shall submit plans for the work covered by this agreement to **UDOT's** Region Two Sidewalk Coordinator for review and approval. Upon approval of the plans, and before commencing any construction within the highway right of way, the **City** or its contractor shall obtain a Highway Right of Way Encroachment permit from the Region Two Encroachment and Permits Officer.
5. The **City** will participate a minimum of 25% of said project. **City's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to support all costs.
6. The total estimated cost of the pedestrian safety project including **City's** participation is as follows:

<i>Original Cost Estimate</i>	
UDOT Funds (Allocated Amount)	\$74,250.00

Curb, gutter & sidewalk Construction
SR-68; Redwood Road – Indiana Ave. to California
Ave.: East Side
SUP. COOPERATIVE AGREEMENT WITH
SALT LAKE CITY
Charge ID No. SW1251

City's Match (25% Minimum of Total)	\$24,750.00
<i>Additional Funds Requested</i>	
UDOT Funds (Allocated Amount)	\$49,500.00
City's Match (25% Minimum of Total)	\$16,500.00

TOTAL PROJECT **\$165,000.00**

7. Upon **UDOT** approval of the pedestrian safety project plans and satisfactory evidence that the project is ready to proceed, the **UDOT** will deliver to the **City** a one time lump sum amount of **\$123,750.00** for the construction of the facilities covered by this supplemental cooperative agreement. This amount is the maximum sum of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **City's** match shall be revised to cover the additional amount.

8. The **City** will furnish to the **UDOT** a statement upon completion of the project for which the grant was made certifying the amount of State-funds expended, verification of **City** participation amounts, and certification that the project was completed in accordance with the standards and specifications adopted for the project by this cooperative agreement.

9. **UDOT** shall have the right to audit all cost records and accounts of the **City** pertaining to this project. Should the audit disclose that **City's** expenditures for the project are less than the grant, all unexpended funds shall be refunded promptly to the **UDOT**. For purpose of audit, the **City** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.

10. If for any reason, the **City** has not commenced construction of said project within a two (2) year time period from **UDOT** Commission approval of the safety project, the **City** will relinquish the grant allocation or refund the funds already paid to the **City** for the project upon request from the **UDOT**.

Upon commencement of the construction, the **City** agrees to complete the construction in an expeditious manner and in a reasonable time frame. Should the **UDOT** determine that the work is not proceeding in an expeditious manner, and upon thirty (30) days written notice, it may withdraw said grant and require the **City** to refund any portion of the grant funds not expended for approved items at the time of withdrawal.

Curb, gutter & sidewalk Construction
SR-68; Redwood Road – Indiana Ave. to California
Ave.: East Side
SUP. COOPERATIVE AGREEMENT WITH
SALT LAKE CITY
Charge ID No. SW1251

11. Upon completion of the work covered by this supplemental cooperative agreement, the City shall, either directly or by ordinance, cause any sidewalks covered by this supplemental cooperative agreement to be maintained renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. Said maintenance is to include snow removal.

12. Inter-local Co-operation Act Requirements:

a. This agreement shall be authorized 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"); 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;

b. 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;

c. 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

d. No separate legal entity is created by the term 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.

13. Duration:

The term of this agreement shall begin on the date it has been approved by all parties pursuant to Section 12(a), and shall terminate not more than 50 years after the beginning of the term.

14. 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

Curb, gutter & sidewalk Construction
SR-68; Redwood Road – Indiana Ave. to California
Ave.: East Side
**SUP. COOPERATIVE AGREEMENT WITH
SALT LAKE CITY**
Charge ID No. SW1251

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.

Curb, gutter & sidewalk Construction
SR-68; Redwood Road – Indiana Ave. to California
Ave.: East Side
SUP. COOPERATIVE AGREEMENT WITH
SALT LAKE CITY
Charge ID No. SW1251

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

ATTEST:

SALT LAKE CITY, A Municipal
Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

(IMPRESS SEAL)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5-24-06
By [Signature]

UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

APPROVED:

Region Safe Sidewalk Coordinator

Region Director

APPROVED AS TO FORM:

APPROVED:

The Utah Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

Division of Finance

RESOLUTION NO. _____ OF 2006
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 SUPPLEMENTAL COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY CORPORATION REGARDING CURB, GUTTER AND SIDEWALK CONSTRUCTION, SR-68, REDWOOD ROAD – INDIANA AVENUE TO CALIFORNIA AVENUE, EAST SIDE, CHARGE ID NUMBER SW1251.

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

I:\RESOLUT\Interlocal Suppl UDOT curb gutter SR-68 Redwood Road 5-18-06.doc