
M E M O R A N D U M

DATE: November 13, 2007
TO: City Council Members
FROM: Jennifer Bruno, Policy Analyst
RE: 700 South & Jordan River Bridge

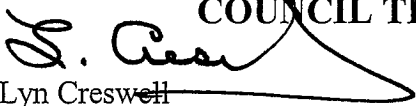
Attached is a resolution authorizing the Mayor to sign the Cooperative Agreement with the Utah Department of Transportation (UDOT), for preconstruction and construction reimbursement of the 700 South and Jordan River bridge.


The original agreement for this project, paid for with Federal Bridge Replacement funds, and administered by UDOT and the City's local match, is dated October 6, 2005.

The attached agreement authorizes UDOT to increase the construction contract amount because bids were higher than estimated. The additional City funding of \$196,000 covers the local match portion of this increase. This amount will come from funds previously appropriated to this project.

The total project cost is \$1,996,000. \$1,440,000 is federal funding.

COUNCIL TRANSMITTAL

TO:  Lyn Creswell
Chief Administrative Officer **DATE:** August 21, 2007

FROM: Rick Graham - 535-7774 

SUBJECT: 700 South & Jordan River Bridge
UDOT No. BRO-LC35(129)
SLC Job No. 107008

STAFF CONTACT: John Naser, P.E.
Deputy City Engineer

DOCUMENT TYPE: Resolution

RECOMMENDATION: The City Council adopts the attached resolution authorizing the Mayor to sign the Cooperative Agreement Pre-construction & Construction Reimbursement.

BUDGET IMPACT: Funding of \$196,000 required for approval of the Cooperative Agreement is budgeted in cost center 83-04038-2740. The IFAS number is 83100183. The activity code is 695.

BACKGROUND/DISCUSSION: The project involves the replacement of the deteriorated 700 South Bridge over the Jordan River and reconstruction of the roadway connecting to the bridge. The project is funded by Federal Bridge Replacement funds administered by UDOT and by the City's local match. This Cooperative Agreement supersedes the original Cooperative Agreement dated October 6, 2005. This Cooperative Agreement authorizes UDOT to increase the construction contract amount because bids were higher than estimated. The additional City funding covers the increase in the local match.

PUBLIC PROCESS: The project scope and potential construction impacts were reviewed with the citizens abutting the project and the Poplar Grove Community Council.

RESOLUTION NO. _____ OF 2007
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 &
CONSTRUCTION REIMBURSEMENT – BETWEEN THE UTAH
DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY
CORPORATION REGARDING THE 700 SOUTH & JORDAN RIVER, SALT
LAKE PROJECT, PROJECT NUMBER BRO-LC35(129).

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 _____, 2007.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Boyd Ferguson
SENIOR SALT LAKE CITY ATTORNEY

HB_ATTY-#1479-v1-Resolution_for_interlocal_with_UDOT_re_700_South_at_Jordan_River.DOC

Recorder

Project Number: BRO-LC35(129)
700 South & Jordan River, Salt Lake
Authority No.: 50759
PIN No.: 3342

COOPERATIVE AGREEMENT
PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT
Program
(FEDERAL PARTICIPATION)

THIS Cooperative Agreement, made and entered into this 1st day of March, 2007, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", and Salt Lake City, State of Utah, acting through its City Council hereinafter referred to as "LOCAL AUTHORITY", witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the project, 700 South & Jordan River, Salt Lake, financed in part from Federal-aid highway funds, said project located at 700 South & Jordan River and identified as project number BRO-LC35(129); 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 Carter Burgess, 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 require 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.

		FEDERAL PARTICIPATING	FEDERAL NON-PARTICIPATING
Preliminary Engineering:			
UDOT In-house Design Costs		\$15,000.00	\$
Consultant Design Costs		\$200,000.00	\$
Right-of-way:			
UDOT Review, Services, and Technical Assist.		\$	\$
Acquisitions and Appraisals		\$	\$
Utilities		\$	\$
Construction Contract		\$1,600,000.00	\$
Construction Engineering:			
UDOT Construction Monitoring		\$20,000.00	\$
Consultant Construction Engineering		\$150,000.00	\$
SLC Construction Engineering		\$11,000.00	\$
ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS		\$1,996,000.00	\$0.00
GRAND TOTAL (Participating + Non-participating)		\$1,996,000.00	
Federal Funds		\$1,440,000.00	
Local Match		\$556,000.00	
Local Authority Non-participating Costs		\$0.00	
Local Authority Match and Non-participating Costs		\$556,000.00	
Less Local Match Already on Deposit for Preconstruction Phase		\$360,000.00	
Additional Local Authority Match Required		\$196,000.00	

NOTE: The Utah State Transportation Commission has approved \$1,801,250.00 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 \$196,000.00. The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number BRO-LC35(129). 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 Cooperation Act Requirements:**
- a. This agreement shall be approved by each party pursuant to § 11-13-202.5, of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act");
 - b. This agreement shall be approved as to form and legality 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 the keeper of records of each party, pursuant to Utah Code Ann. § 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 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.
 - f. The parties as a result of this agreement shall acquire no real or personal property jointly. 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

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shall do so in the same manner that it deals with other property of such party.

- g. Pursuant to Utah Code Ann. § 11-13-209, this Agreement does not take effect until it is filed with the keeper of records for each of the parties.

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: _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 9-12-07
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.

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 1-2 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 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

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seg.) 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 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