

RESOLUTION #17-46 C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") AND SANDY CITY RELATING TO THE LIGHTING IMPROVEMENTS ALONG US-89 BETWEEN 11400 SOUTH AND 10600 SOUTH; THE PROJECT IDENTIFIED AS F-009(375)364.

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, UDOT and City desired to add highway lighting improvements per Sandy City standards on this stretch of the Road; and

WHEREAS, City and UDOT agreed for Sandy City to add highway lighting system, and that the UDOT will oversee construction of the betterment work. The City will be responsible for paying the actual costs associated with the betterment items, based on Contract Unit Bid Prices, and actual quantities placed; and

WHEREAS, it has been determined that the best interests of the City and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement between the Utah Department of Transportation ("UDOT") and Sandy City relating to the Lighting Improvements along US-89 between 11400 South and 10600 South.
2. The Hon. Thomas M. Dolan, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this ____ day of _____, 2017.

Chris McCandless, Chairman
Sandy City Council

ATTEST:

City Recorder

RECORDED this ____ day of _____, 2017.



Betterment Agreement Local Agency	Betterment Description: Lighting Improvements along US-89 between 11400 South and 10600 South Local Agency: Sandy City	Estimated Cost for Betterment \$ 114,583.13
PIN Number 12561 FINET/CID Number 54273	Project Number F-009(375)364 Project Name US-89; 11400 South to 10600 South	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, (“UDOT”), and **Sandy City** a political subdivision of the State of Utah, (“Local Agency”).

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project and will oversee construction of the betterment work. Upon signing this agreement, the **Local Agency** agrees that the costs shown below are estimates only and that the **Local Agency** will be responsible for paying the actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Description of Betterment Work:

This betterment covers the costs the Local Agency will pay to add highway lighting per Sandy City Standards where possible along US-89 from 11400 South to 10600 South. The Local Agency will procure and store the light poles, pole arms and luminaire heads until UDOT can pick them up. All equipment provided to UDOT by the Local Agency is required to meet Buy America Requirements (23 C.F.R. § 635.410). The Local Agency will provide UDOT with the necessary associated Material Certifications of Compliance when the material is picked up.

Bid Item No.	Description	Quantity	Estimated Unit Price	Estimated Cost
16525001	Highway Lighting System	1 Lump	\$ 114,583.13	\$ 114,583.13
Total Estimated Cost of betterment work			\$ 114,583.13	

The total estimated cost of the betterment work shall be advanced / deposited with **UDOT** prior to advertising or prior to the completion of the work, whichever is applicable. The **Local Agency** shall deposit the amount with **UDOT’s** Comptroller’s Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

In the event the actual betterment costs are higher, the **Local Agency** shall pay the additional amount required within 30 days of receiving an invoice from **UDOT**. In the event the actual betterment costs are lower, **UDOT** will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.



Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

UDOT has prepared plans, specifications and estimates of costs for the construction of the project, hereinafter referred to as the "Project."

The **Local Agency** desires to include the betterment work items described herein in the Project contract work.

UDOT is agreeable to include the **Local Agency's** requested betterment work in the Project contract providing that the **Local Agency** pay the actual additional costs incurred. The **Local Agency** agrees that UDOT's Project will not be delayed as a result of adding these betterments, and that no betterments will be added to the bid package until this agreement has been signed by both parties.

The **Local Agency**, at no cost to the Project, shall provide on-call support from **Local Agency's** Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the **Local Agency** work installed by the contractor. The **Local Agency** engineer and/or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on **Local Agency's** facilities in accordance with the plans and specifications provided by the **Local Agency**, including changes or additions to said plans and specifications which are approved by the parties hereto. The **Local Agency**, through their inspection of said work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the **Local Agency** may have with acceptance of said facilities upon completion of construction.

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 Agency** of its duty in

the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency It is understood that access for maintenance and servicing of the **Local Agency** facilities located on State right of way will be by permit issued by UDOT to the **Local Agency**, and that the **Local Agency** will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the **Local Agency** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the **Local Agency** for failure of the other party 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 Agency.
- d. Upon satisfactory completion of the provisions of this agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the Project construction, to accept, own and maintain the betterment work covered herein at no further cost to UDOT.

IV. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this betterment agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this betterment

agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if their project scope or schedule changes from the original intent of this agreement, the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on April 12, 2016.

Local Agency			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By		Date	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

City Furnished Materials Cost Estimate

Extension Arms on Power Poles

No.	Description	Unit	Price	Qty	Cost
1	Arterial Street Light Mounted on Power Pole - City Furnished	Each	\$ 5,500.00	17	\$ 93,500.00
2	30' Luminaire Pole - City Furnished	Each	\$ 6,500.00		
City Furnished Materials Extension Arms on Power Poles - Subtotal					\$ 93,500.00

City Standard Light Poles

No.	DESCRIPTION	Unit	Price	Qty	Cost
1	Arterial Street Light Mounted on Power Pole - City Furnished	Each	\$ 5,500.00		
2	30' Luminaire Pole - City Furnished	Each	\$ 6,500.00	13	\$ 84,500.00
City Furnished Materials City Standard Light Poles - Subtotal					\$ 84,500.00

Extension Arms on Power Poles - Subtotal	\$	93,500.00
City Standard Light Poles - Subtotal	\$	84,500.00
Contingency (15%)	\$	26,700.00
Total City Furnished Materials Cost	\$	204,700.00

Betterment Cost Estimate

Extension Arms on Power Poles

No.	Description	Unit	Price	Qty	Cost
1	Installation of City Furnished Highway Luminaire Pole	Each	\$ 400.00		
2	Installation of City Furnished Highway Luminaire Arm	Each	\$ 250.00	17	\$ 4,250.00
3	RMP Service Connection (Luminaire Pole)	Each	\$ 2,500.00		
4	RMP Service Connection (Luminaire Extension Arm)	Each	\$ 250.00	17	\$ 4,250.00
5	Underground Service Pedestal	Each	\$ 2,500.00		
6	Junction Box	Each	\$ 1,025.00		
7	1" Conduit - PVC (1.5")	Foot	\$ 1.50		
8	RHH-USE2-RHW2, 6 gage	Foot	\$ 1.50		
9	Bare Copper Ground Wire, No. 6	Foot	\$ 1.50		
10	Grounding Rod 3/4" x 10"	Each	\$ 62.50		
11	Highway Luminaire Pole Foundation - 2.5' x 8' - by Vacuum Truck	Each	\$ 2,500.00		
12	1" Dia. x 36" Anchor Bolt w/ Hardware - Contractor Furnished	Each	\$ 25.00		
Extension Arms on Power Poles - Subtotal					\$ 8,500

City Standard Light Poles

No.	DESCRIPTION	Unit	Price	Qty	Cost
1	Installation of City Furnished Highway Luminaire Pole	Each	\$ 400.00	13	\$ 5,200.00
2	Installation of City Furnished Highway Luminaire Arm	Each	\$ 250.00		
3	RMP Service Connection (Luminaire Pole)	Each	\$ 2,500.00	4	\$ 10,000.00
4	RMP Service Connection (Luminaire Extension Arm)	Each	\$ 250.00		
5	Underground Service Pedestal	Each	\$ 2,500.00	4	\$ 10,000.00
6	Junction Box	Each	\$ 1,025.00	13	\$ 13,325.00
7	1" Conduit - PVC (1.5")	Foot	\$ 1.50	3,000	\$ 4,500.00
8	RHH-USE2-RHW2, 6 gage	Foot	\$ 1.50	6,000	\$ 9,000.00
9	Bare Copper Ground Wire, No. 6	Foot	\$ 1.50	3,000	\$ 4,500.00
10	Grounding Rod 3/4" x 10"	Each	\$ 62.50	13	\$ 812.50
11	Highway Luminaire Pole Foundation - 2.5' x 8' - by Vacuum Truck	Each	\$ 2,500.00	13	\$ 32,500.00
12	1" Dia. x 36" Anchor Bolt w/ Hardware - Contractor Furnished	Each	\$ 25.00	52	\$ 1,300.00
City Standard Light Poles - Subtotal					\$ 91,137.50

Extension Arms on Power Poles - Subtotal	\$	8,500.00
City Standard Light Poles - Subtotal	\$	91,137.50
Contingency (15%)	\$	14,945.63

Estimate for betterment agreement

Total Betterment Cost	\$	114,583.13
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Summary (including PE costs)

Total City Furnished Materials Cost	\$	204,700.00
Total Betterment Cost	\$	114,583.13
PE Costs*	\$	17,142.67
Total Lighting Costs	\$	336,425.80

*Note: PE Costs are paid for by Sandy City through a separate contract directly with the consulta