

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** Construction of 5600 West 6300 South to 7000 South

**SUMMARY:** Approve an Interlocal Agreement with West Valley City for construction work that resides in West Valley City's municipal boundary that will be completed with West Jordan City's 5600 West 6300-7000 South Project.

**FISCAL IMPACT:** West Jordan City will be reimbursed funds associated with construction completed in West Valley City's jurisdiction.

**STAFF RECOMMENDATION:**  
Staff recommends approval of an Interlocal Agreement with West Valley City for construction work that resides in West Valley City's municipal boundary that will be completed with West Jordan City's 5600 West 6300-7000 South Project.

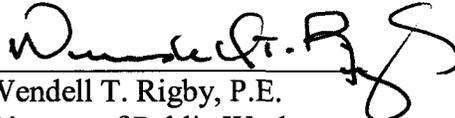
**MOTION RECOMMENDED:**  
"I move to adopt Resolution No. 14-165 authorizing the Mayor to execute an Interlocal Agreement with West Valley City for construction work that resides in West Valley City's municipal boundary that will be completed with West Jordan City's 5600 West 6300-7000 South Project.

Roll Call vote required.

**Prepared by:**

  
David Murphy, P.E.  
Engineering Manager for CIP

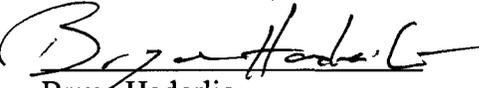
**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

This agreement memorializes the cost share arrangement between West Jordan City and West Valley City for the 5600 West – 6200 to 7000 South reconstruction and widening project. The project area lies 75% within the West Jordan City jurisdiction, and the West Valley City area is 25% of the project area. Those are the general cost share amounts shown in this agreement, with some minor modifications for utility relocations, reconstruction, or new utilities needed in each jurisdiction.

The estimate covers the Federal Aid money available, with the cost arrangements to the local cost share of 6.77%, and the overruns for utility relocations, and the corresponding responsibility for those costs from either West Jordan City, or West Valley City.

### **Attachments:**

- Resolution
- Interlocal Agreement

**ENGINEER'S ESTIMATE SUMMARY**

Project No. F-0172(20)0

5600 West

Salt Lake County

8/14/2014

ITEMS	5600 West Bid		WEST JORDAN	%	WEST VALLEY	%
Item 10 – Roadway	\$ 3,696,104.85	Roadway Ex	\$699,930.00	86%	\$110,700.00	14%
Item 10 – Drainage	\$ 923,799.50	Drainage	\$823,423.00	89%	\$100,376.50	11%
Item 30 – Landscaping	\$ 30,543.00					
Item 40 – Signing	\$ 77,042.00					
Item 50 – Signals - 7000 S (West Jordan)	\$ 92,602.20					
Item 50 – Signals - 6200 S (West Valley)	\$ 5,000.00					
Item 60 – Lighting (Underground) - West Jordan	\$ 82,700.00					
Item 60 – Lighting (Underground) - West Valley	\$ 15,250.00					
Item 75 – Utilities	\$ 254,690.00	Utilities	\$226,690.00	89%	\$28,000.00	11%
Item 75 – Utilities - West Jordan Buried Power (Difference in Cost)	\$ 150,222.00					
Excluding RMP						
Item 75 – Utilities - West Valley Buried Power (Difference in Cost)	\$ 66,513.00					
Excluding RMP						
<b>SUBTOTAL</b>	<b>\$ 5,394,466.55</b>					
Item 90 – State Furnished Items (Signals)	\$ 73,297.80					
Item 96 – Adjusting Utilities - RMP Work (WJC) - RMP WO 5819638	\$ 182,443.00					
Item 96 – Adjusting Utilities - RMP Work (WVC) - RMP WO 5831731	\$ 133,369.00					
Materials Incentive	\$ 52,000.00					
Pavement Smoothness Incentive	\$ 8,250.00					
<b>Right of Way</b>	<b>\$ -</b>					
<b>C.E. Cost</b>	<b>\$ 435,000.00</b>					
<b>P.E. Cost</b>	<b>\$ 525,000.00</b>	In-House and Consultant Total				
<b>Public Involvement During Construction</b>	<b>\$ 47,666.02</b>					
<b>Contingency (8%)</b>	<b>\$ 445,000.00</b>					
<b>TOTAL</b>	<b>\$ 7,296,492.37</b>					

FUNDING	
Federal Funds - WFRC	\$ 5,375,000.00
Funding From WFRC	\$ 500,000.00
Utilities Fund - WFRC	\$ 250,000.00
Pond relocation Fund - West Jordan	\$ 400,000.00
6600 South Drainage fund - West Jordan	\$ 350,000.00
Buried Power Fund - West Jordan	\$ 182,443.00
Signal Fund - West Jordan	\$ 90,000.00
Buried Power Fund - West Valley	\$ 133,369.00
Kearns Water District - West Jordan	\$ 22,500.00
Kearns Water District - West Valley	\$ 2,500.00
	\$ -
<b>Total</b>	<b>\$ 7,305,812.00</b>

FUNDING TOTAL	
WFRC	\$ 6,125,000.00
(Including City)	
West Jordan	\$ 1,044,943.00
West Valley	\$ 135,869.00
West Valley Match	

BALANCE OF FUNDS	
Estimated Cost	\$ 7,296,492.37
Underrun /Overrun	\$ 9,319.63

SCOPE REQUIRING ADDITIONAL FUNDING	
CMU Fence	\$ 187,186.00
Lighting (Above Ground) - West Jordan	\$ 154,900.00
Lighting (Above Ground) - West Valley	\$ 34,500.00
<b>ADDITIONAL FUNDING TOTAL</b>	<b>\$ 376,586.00</b>

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 14-165

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN WEST JORDAN CITY AND WEST VALLEY CITY

Whereas, the City Council of the City of West Jordan has reviewed the Interlocal Cooperation Agreement between the City of West Jordan and West Valley City, (a copy of which is attached as **Exhibit A**) for the construction of 5600 West 6300 – 7000 South Project; and

Whereas, the City Council of the City of West Jordan desires that the aforementioned Interlocal Cooperation Agreement be executed by the Mayor, and

Whereas, the Mayor is authorized to execute this agreement.

NOW, THEREFORE IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to execute the Interlocal Cooperation Agreement for between the City of West Jordan and West Valley City for the construction of 5600 West 6300 – 7000 South Project.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 27<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

ATTEST:

\_\_\_\_\_  
MELANIE S. BRIGGS  
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
WEST VALLEY CITY  
AND THE  
CITY OF WEST JORDAN  
FOR CONSTRUCTION OF 5600 WEST STREET**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into effective \_\_\_\_\_, 2014 by and between WEST VALLEY CITY, a body corporate and politic of the state of Utah (“West Valley”), and the CITY OF WEST JORDAN, a municipal corporation (“West Jordan”), with West Valley and West Jordan collectively referred to herein as the “Parties”.

**RECITALS**

Whereas, West Jordan is the local sponsor for UDOT project # F-0172(20)0, SR-172 5600 West; 6300 South to 7000 South (the “Project”).

Whereas, West Valley desires West Jordan to include areas within the West Valley City municipal boundary, between 6600 South and 6200 South on the west side of the road, and West Jordan is willing to extend the Project pursuant to an interlocal cooperation agreement with terms and conditions acceptable to West Jordan.

Whereas, West Valley will pay a prorated share of the federal aid cost split that covers West Valley’s jurisdictional area of the work. Payment will be made to West Jordan as the local project sponsor, and West Jordan will pay UDOT as required by the existing Federal Aid agreement (included as an attachment to this agreement).

Whereas, West Valley will defer project management to West Jordan.

Whereas, the Parties have determined that it is to their mutual advantage to enter into this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings, the Parties hereby agree as follows:

1. Scope of Services to be Provided by West Jordan. West Jordan shall include the expanded area from 6600 South to 6200 South, west of the section line (the “Expansion”) within the Project. West Jordan shall perform design, construction, contract administration, construction management and all other required and necessary activities to complete the Project.

a. Design. West Valley shall have the opportunity to review the design, but incorporation of suggested revisions shall be in the sole discretion of West Jordan.

b. Selection of Contractor. West Jordan, through UDOT, shall advertise, bid and award the construction project to a qualified contractor according to Utah State Code, West

Jordan ordinances, and standard West Jordan policies and practices. Contractor selection and payment procedures shall be in the sole discretion of West Jordan and shall comply with the federal aid requirements for the Project and Expansion.

c. Construction. West Jordan shall manage construction of the Project and Expansion in accordance with standard West Jordan policies and practices and in compliance with the federal aid requirements. West Valley employees and agents may access the Project and Expansion for quality assurance and other informational purposes but shall not have authority to direct West Jordan's employees, contractors or agents. West Valley shall direct comments and questions to David Murphy, P.E. (davidm@wjordan.com ), who may forward comments and questions to appropriate parties.

d. Change Orders. Change orders shall be in the sole discretion of West Jordan. Subject to federal aid requirements, West Valley shall be solely responsible for all costs associated with change orders related to the Expansion. Subject to federal aid requirements, West Jordan shall be solely responsible for all costs associated with change orders related to the Project and unrelated to the Expansion.

## 2. Detailed Description of Minimum Services.

a. Subject to West Valley's participation as set forth herein, West Jordan shall provide design, construction, contract administration and construction management for the Project and Expansion.

b. West Valley's participation shall be as follows:

- i. Payment for the project area to include the Federal Aid cost share and any betterments desired by West Valley City within the jurisdictional limits inside West Valley City, (described as 5600 West Street from 6200 South to 6600 South, west of the section line). All payment shall be made to West Jordan City.
  - 1) West Valley City agrees to pay the local matching funds on the portion of the work determined to be within the West Valley City jurisdictional limits (the "WVC Local Match"). The local match is 6.77% of each federal dollar spent.
  - 2) In the event that the project costs exceed the federal funds available through Wasatch Front Regional Council (\$6,125,000) West Valley City agrees to pay 25% of the total cost exceeding the federal funds, as shown in Exhibit A, attached hereto and incorporated herein by this reference (the "WVC Additional Amount").
  - 3) Payment by West Valley City to West Jordan City inclusive of the WVC Local Match and the WVC Additional Amount shall not exceed \$300,000. In the event that additional funds are necessary, this Agreement may be amended.
  - 4) The Parties agree that West Valley City will pay the WVC Local Match to West Jordan City within 30 days after the bid has been

opened, and West Valley City will pay the Additional Amount within 30 days after project costs are known.

3. Coordination. West Valley shall promptly evaluate each submitted West Jordan design and shall afford West Jordan deference in design decisions, but West Jordan shall give good faith consideration to each West Valley comment and recommendation. With regard to such project management, decisions of the West Jordan City Manager or his/her designated representative shall be final. Each West Valley comment and recommendation will be in writing and timely made within 30 calendar days of delivery of West Jordan's submittal. Failure of West Valley to provide a written response within 30 days shall be deemed an approval, unless an extension has been mutually agreed upon by the Parties.

4. Conflict Resolution. In the event of a dispute between the Parties regarding the services or this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of West Jordan will meet as soon as practical with a representative of West Valley to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved party shall notify the other party, in writing, by mailing such writing to the West Jordan City Manager or the West Valley City Manager, as applicable. The writing shall contain a detailed description of the dispute and the aggrieved party's proposed resolution of the dispute. The recipient shall respond within ten (10) days. If the Parties do not agree, then the dispute shall be resolved as provided for in Section 5, below.

5. Claims and Disputes. Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in Salt Lake County, consistent with Utah law.

6. Services Performed in a Professional and Reasonable Manner. West Jordan shall perform project management in a professional, reasonable and responsive manner in compliance with all applicable laws. Subject to the foregoing, the exact nature of how the services are to be performed, and any other matters incidental to providing services shall remain with West Jordan. All construction will comply with applicable law.

7. Retaining Consultants and Contractors. West Jordan shall have sole discretion to retain consultants and contractors to assist it in performing the design and construction of the Project and Extension, pursuant to this Agreement.

8. Indemnity. West Jordan and West Valley are governmental entities under the "Utah Governmental Immunity Act" (the "Act"). Consistent with the terms of the Act and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts, if any, which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability provided by the Act.

9. Term. This Agreement shall be effective on September 1, 2014 and unless

renewed or sooner terminated as provided for herein, shall terminate on October 1, 2017. In no event shall the term of this Agreement, including renewal periods, extend beyond January 1, 2063.

10. Termination, Extension and Non-Funding.

(a) Termination and Extension. If the design and construction of the Project and Extension are not completed by the end of the term as set forth above, and West Jordan desires to extend this Agreement, West Jordan shall request an extension from West Valley as soon as reasonably possible. The request shall be in writing and shall indicate the reason for the request and the length of the extension desired. Within 30 days of receipt of such written request, West Valley shall notify West Jordan in writing of its intent to accept or reject the request, and the Parties shall amend this Agreement with a new termination date if accepted. This Agreement may be terminated, for cause, upon 90 days written notice to the non-terminating party.

(b) Funding. The Parties understand that funds are presently available for performance of this Agreement by both Parties. However, if no funds or insufficient funds are appropriated and budgeted, then the non-funding party may terminate for insufficient funds by notifying the other party as soon as reasonably possible. Such termination shall not be construed as a breach or a default under this Agreement, so long as the non-terminating party is reimbursed for all work completed prior to receiving the termination for insufficient funds. The terminating Party shall be liable for adverse impact to federal aid caused by early termination.

11. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the City Manager or his/her designated representative, shall administer this Agreement.

12. Real or Personal Property. Pursuant to this Agreement, West Jordan may acquire real or personal property for the purpose of constructing the Project and Extension discussed herein. In the event that such property is acquired, it shall become the property of West Jordan and shall remain the property of West Jordan thereafter.

13. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and addressed to the Parties as set forth below.

West Valley City: City Manager  
West Valley City  
3600 Constitution Blvd  
West Valley City, Utah 84119

With a copy to: West Valley City Attorney  
3600 Constitution Blvd.  
West Valley City, Utah 84119

City of West Jordan: City Recorder  
City of West Jordan  
8000 South Redwood Road  
West Jordan, Utah 84088

With a copy to: City Attorney  
City of West Jordan  
8000 South Redwood Road  
West Jordan, Utah 84088

14. Additional Provisions. The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth,

such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF WEST JORDAN

ATTEST:

\_\_\_\_\_  
Mayor Kim V. Rolfe

\_\_\_\_\_  
Melanie Briggs, City Clerk

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

Approved as to form and legality:

Daniel Leon  
\_\_\_\_\_  
City Attorney

WEST VALLEY CITY

ATTEST:

\_\_\_\_\_  
Mayor Ron Bigelow

\_\_\_\_\_  
City Clerk

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

5600 West - 7000 South to 6200 South - Cost Sharing Estimate						
Items	Cost	West Valley City Share		West Jordan City Share		
Item 10 – Roadway	\$ 3,696,104.85		\$ 832,068.71		\$ 2,864,036.14	
Item 10 - Drainage	\$ 923,799.50		\$ 100,376.50		\$ 823,424.00	
Item 30 – Landscaping	\$ 30,543.00	100%	\$ 30,543.00	0%	\$ -	
Item 40 – Signing	\$ 77,042.00	25%	\$ 19,260.50	75%	\$ 57,781.50	
Item 50 – Signals - 7000 S (West Jordan) Includes State Furnished Items	\$ 92,602.00	0%	\$ -	100%	\$ 92,602.00	
Item 50 – Signals - 6200 S (West Valley)	\$ 5,000.00	50%	\$ 2,500.00	50%	\$ 2,500.00	
Item 60 – Lighting (Underground) - West Jordan (Costs for conduit & boxes only)	\$ 82,700.00	0%	\$ -	100%	\$ 82,700.00	
Item 60 – Lighting (Underground) - West Valley (Costs for conduit & boxes only)	\$ 15,250.00	100%	\$ 15,250.00	0%	\$ -	
Item 75 – Utilities (TOTAL UTILITIES COST)	\$ 254,690.00		\$ 28,000.00		\$ 226,690.00	
Item 75 – Utilities - West Jordan Buried Power (Difference in Cost) Excluding RMP (Partial Bore)	\$ 150,222.00	0%	\$ -	100%	\$ 150,222.00	
Item 75 – Utilities - West Valley Buried Power (Difference in Cost) Excluding RMP (Partial Bore)	\$ 66,513.00	100%	\$ 66,513.00	0%	\$ -	
Item 90 - State Furnished Items (Signal)	\$ 73,297.80	0%	\$ -	100%	\$ 73,297.80	
Item 96 – Adjusting Utilities - RMP Work (WJC) - RMP WO 5819638	\$ 182,443.00	0%	\$ -	100%	\$ 182,443.00	
Item 96 – Adjusting Utilities - RMP Work (WVC) - RMP WO 5831731	\$ 133,369.00	100%	\$ 133,369.00	0%	\$ -	
Materials Incentive	\$ 52,000.00	25%	\$ 13,000.00	75%	\$ 39,000.00	
Pavement Smoothness Incentive	\$ 8,250.00	25%	\$ 2,062.50	75%	\$ 6,187.50	
Right of Way	\$ -	0%	\$ -	0%	\$ -	
C.E. Cost	\$ 435,000.00	25%	\$ 108,750.00	75%	\$ 326,250.00	
P.E. Cost (In-House and Consultant)	\$ 525,000.00	25%	\$ 131,250.00	75%	\$ 393,750.00	
Public Involvement During Construction	\$ 47,666.02	25%	\$ 11,916.51	75%	\$ 35,749.52	
Contingency (8%)	\$ 445,000.00	25%	\$ 111,250.00	75%	\$ 333,750.00	
<b>Project Total Cost</b>	<b>\$ 7,296,492.17</b>		<b>\$ 1,606,109.72</b>		<b>\$ 5,690,383.45</b>	
<b>Funding Sources</b>						
WFRC Original	\$ 5,375,000.00					
Additional WFRC	\$ 500,000.00					
WFRC Funding Transfer	\$ 250,000.00					
<b>Federal Funds Total</b>	<b>\$ 6,125,000.00</b>	25%	\$ 1,531,250.00	75%	\$ 4,593,750.00	
<b>City Matching Fund Totals (6.77%)</b>	<b>\$ 414,662.50</b>	<b>6.770%</b>	<b>\$ 103,665.63</b>	<b>6.770%</b>	<b>\$ 310,996.88</b>	
<b>Additional Funds Required (Beyond 6.77% Match)</b>	<b>\$ 756,829.67</b>	25%	\$ 189,207.42	75%	\$ 567,622.25	
<b>Total Estimated City Participation Costs (6.77% Match + 100% of Overruns)</b>	<b>\$ 1,171,492.17</b>		<b>\$ 292,873.04</b>		<b>\$ 878,619.13</b>	