Council Meeting of November 7, 2018

Agenda Item No. Sc.

REQUEST FOR COUNCIL ACTION

SUBJECT:

4 Interchanges on Bangerter Highway (Project No. S-

0154(12)11 - Approval of Betterment Agreement

SUMMARY:

Approve a Betterment Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for 7000 South and 9000 South aesthetics and landscaping at the Bangerter Highway intersections, in an amount not to exceed \$252,035.44.

FISCAL

IMPACT:

Funds are available in the project account.

STAFF RECOMMENDATION:

Staff recommends approval of the Betterment Agreement between the UDOT and West Jordan City for 7000 South and 9000 South aesthetics and landscaping at the Bangerter Highway intersections, in an amount not to exceed \$252,035.44.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 16-16-1 authorizing the Mayor to execute the Betterment Agreement between the UDOT and West Jordan City for 7000 South and 9000 South aesthetics and landscaping at the Bangerter Highway intersections, in an amount not to exceed \$252,035.44."

Roll Call vote required

Prepared and to be Presented by:

David Murphy, P.E.

Capital Projects Manager

Recommended by:

Brian Clegg

Public Works Director

Authorized for Council Consideration:

David R. Brickey

City Manager

Reviewed for Legal Sufficiency:

City Attorney's Office

BACKGROUND DISCUSSION:

One of the first items discussed by the communities surrounding the 7000 and 9000 South Bangerter Bridges project was how each interchange would look after they were completed. Throughout public meetings, various City Council members preferred landscaping solutions that would lessen the impacts of losing so many neighborhood homes along the corridor. These landscaping designs lingered to the end of the project due to the scheduling of the contractor, design needs of the project, and contract resolution issues. This contract and the designs attached are the culmination of months of staff and contractor reviews and negotiations to deliver to the public the desired final landscaping.

Moreover, included herein are the signal pole betterments and credits due to the City for the originally envisioned landscape treatments. The total cost for both intersections is \$252,035.44. The breakdown of those amounts are included in the packet information and include all engineering costs.

Attachments:

Resolution
Betterment Agreement

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 18-18-1

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE BETTERMENT AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST JORDAN FOR THE 4 INTERCHANGES ON BANGERTER HIGHWAY PROJECT

Whereas, the City Council of the City of West Jordan has reviewed the attached Betterment Agreement between the City of West Jordan and the Utah Department of Transportation (UDOT) (a copy of which is attached as **Exhibit A**) for aesthetics and landscaping at the 7000 South and 9000 South Bangerter Highway intersections in an amount not to exceed \$252,035.44; and

Whereas, the City Council of the City of West Jordan has determined that the attached Betterment Agreement between the City of West Jordan and the UDOT is acceptable for aesthetics and landscaping at the 7000 South and 9000 South Bangerter Highway intersections.

The Mayor is hereby authorized and directed to execute a Betterment Agreement between the City of West Jordan and the UDOT for aesthetics and landscaping at

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

Section 1.

	the 7000 South and 9000 South Bang to exceed \$252,035.44.	gerter Highway inter	sections in an amount not
Section 2.	This Resolution shall take effect imn	nediately.	
Adopted	l by the City Council of West Jordan, Utah,	this 7 th day of Nover	mber 2018.
ATTEST:	Mayor Jim Riding		<u></u>
Melanie S. Brig City Recorder	ggs, MMC		
Voting b	by the City Council	"YES"	"NO"
(((Council Member Alan Anderson Council Member Dirk Burton Council Member Zach Jacob Council Member Chad R. Lamb Council Member Chris McConnehey Council Member Kayleen Whitelock Mayor Jim Riding		

EXHIBIT A

UDOT BETTERMENT AGREEMENT



Betterment Agreement Local Agency Supplemental to MUA UDOT Finance No. 26166	Betterment Description: 1. West Jordan City Betterment 7000 South and 9000 South Aesthetics and Landscaping.	Cost for Betterment: \$252,035.44
PIN Number 12566 FINET/CID Number 71939	Local Agency: West Jordan City Project Number S-0154(12)11 Project Name 4 Interchanges on Bangerter Highway, Salt Lake County	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the UTAH DEPARTMENT OF TRANSPORTATION, ("UDOT"), and West Jordan City, a political subdivision of the State of Utah, hereinafter referred to as the ("Local Agency").

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project and will oversee design of the betterment work. Upon signing this agreement, the **Local Agency** agrees the lump sum costs shown.

Description of Work:

- 1. Provide Local Agency with 7000 South Aesthetics and Landscaping design support, install Local Agency lettering on the 7000 South bridge parapet, install Local Agency logo on the 7000 South bridge abutments, install powder coated signal poles at the 7000 South interchange, install stamped concrete, install misc. landscaping features and upgrade of privacy slats fencing along 7000 South properties. See Exhibit 1 7000 South Landscaping Plan, which is incorporated by reference.
- 2. Provide Local Agency with 9000 South Aesthetics and Landscaping design support, install Local Agency lettering on the 9000 South bridge parapet, install Local Agency logo on the 9000 South bridge abutments, install stamped concrete and install misc. landscaping features. See Exhibit 2 9000 South Landscaping Plan, which is incorporated by reference.
- 3. Provide powder coated signal poles at Valmont intersection.

Item #	Item Description	Quantity	Unit Price	Cost
1	7000 South West Jordan Landscaping	1	\$157,450.69	\$157,450.69
2	9000 South West Jordan Landscaping	1	\$284,840.88	\$284,840.88



3	Power coated signal pole at Valmont intersection.	1	\$15,372.00	\$15,372.00
4	UDOT credit for cost to Mill & Fill 3645 W at 9000 S (WJC performed)	2478.11 SQ. YD.	\$9.50	(\$23,540.44)
5	UDOT credit for costs for Water Service Kills 3645 W at 9000 S (WJC performed)	2 Ea	\$2,500.00	(\$5,000.00)
6	Interchange baseline aesthetics enhancement budget (credit)	2	(\$100,000.00)	(\$200,000.00)
-	Subtotal			\$229,123.13
7	Preliminary Engineering @ 5%			\$11,456.16
8	Construction Engineering @ 5%			\$11,456.16
	Total Estimate Cost of Betterment Work			\$252,035.44

For the itemized cost summary see Exhibit 3 – West Jordan City Aesthetics / Landscaping Betterments, UDOT 4 Interchanges Project – Bid Proposal, which is incorporated by reference.

The total estimated cost of the betterment work shall be advanced / deposited with **UDOT** no later than November 31, 2018. The **Local Agency** shall deposit said amounts with **UDOT's** Comptroller's Office located at **UDOT**/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

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. Liability:

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. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act. 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.

To the extent it may be lawfully do so, the Local Agency further agrees to relieve UDOT from any responsibility or liability that may result from the Local Agency operation or maintenance activities covered herein.

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 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 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:

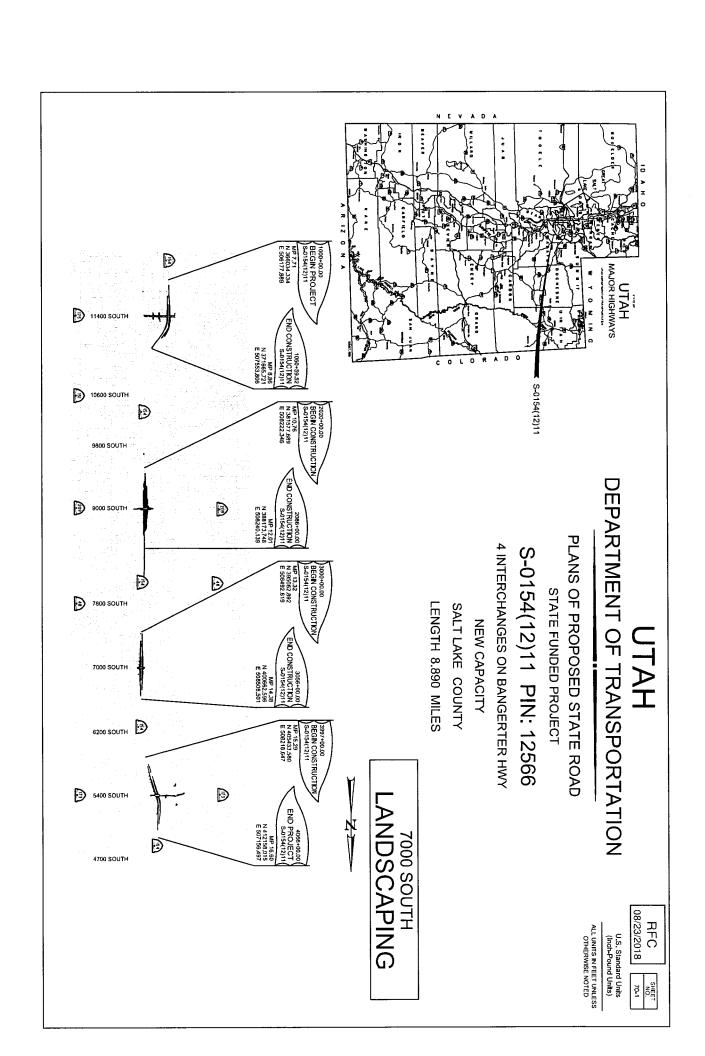
Language content was reviewed and approved by the Utah AG's office on May 21, 2009.

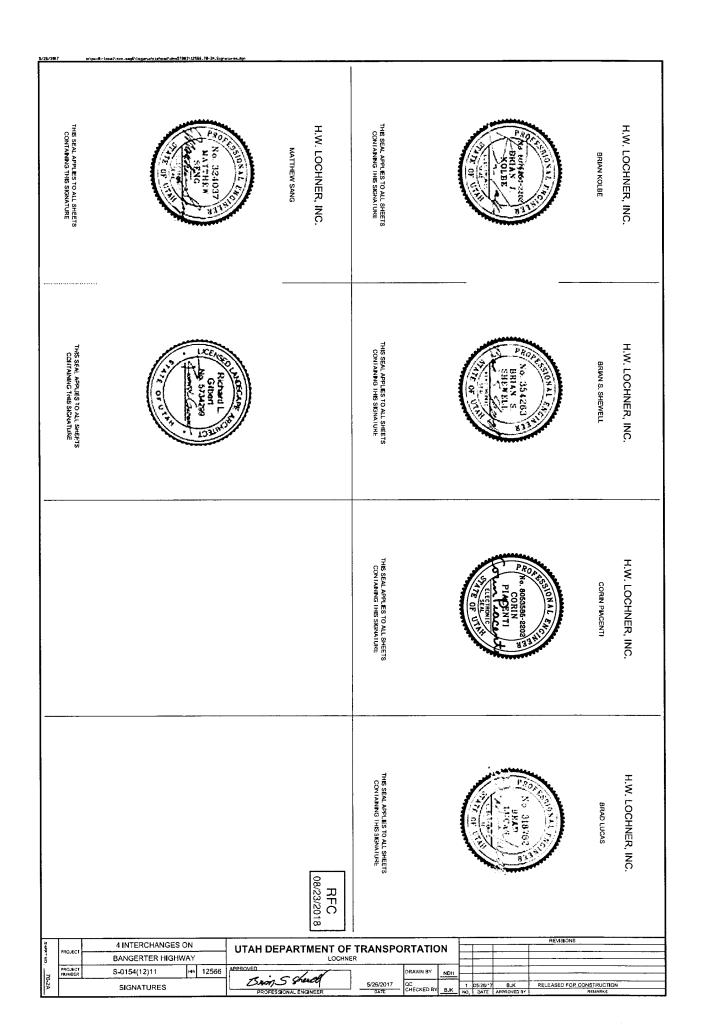


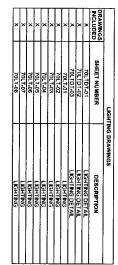
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Ву	Date	Ву	Date				
Title/Signa	ature of Official	Project Utility Manager					
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Title/Signature of ad	ditional official if required	Project Director					
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Exhibit 17000 South Landscaping Plan

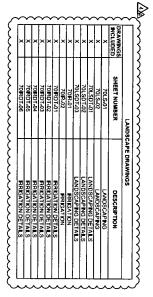






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×	70SG-02	SIGNA
×	70SG-03	SIGNAL
×	70SG-S01	SIGNAL SCHEDULE
×	70SGDT-01	SIGNAL DETAILS

DRAWINGS	SIGNING AND	SIGNING AND STRIPING DRAWINGS DESCRIPTION
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×	70SP-02	STRIPING
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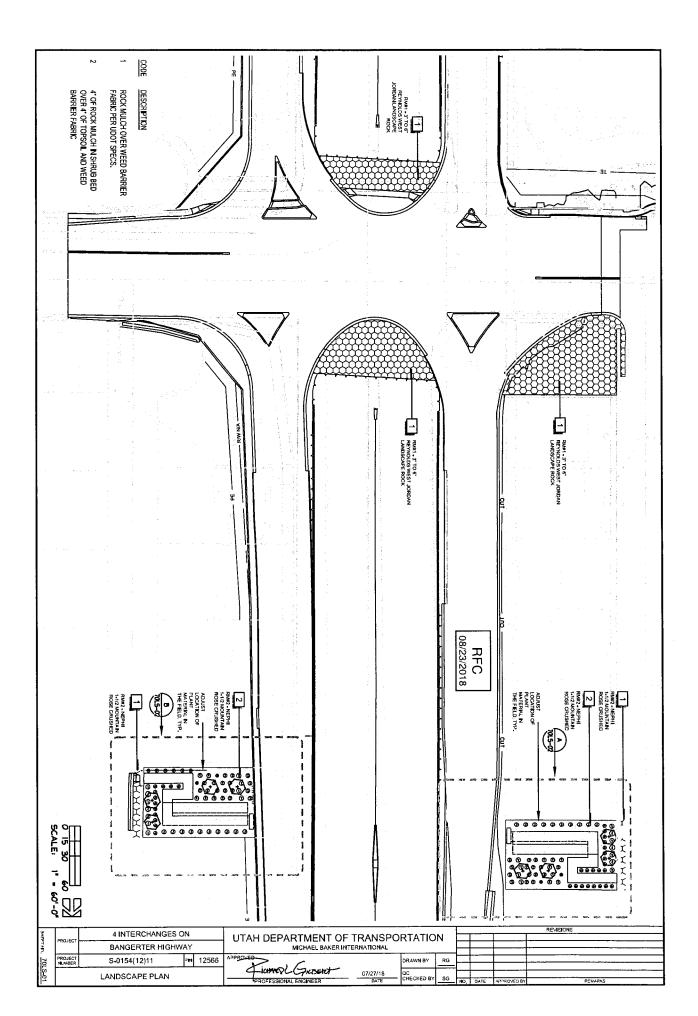


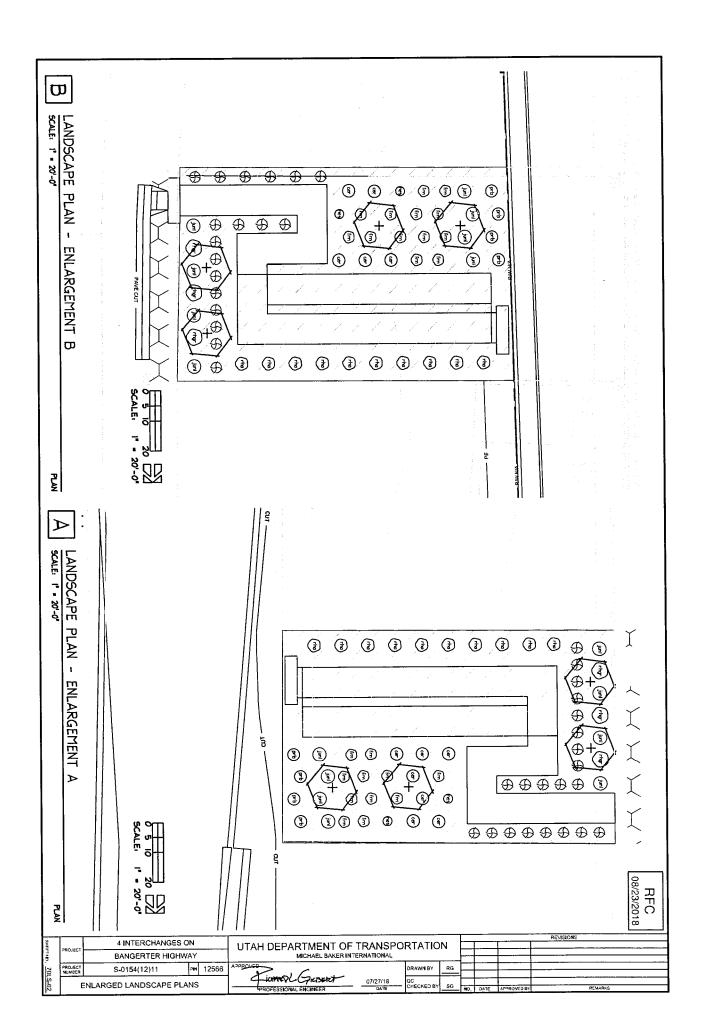
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×	70NW-01-3	NOISEWALL SITUATION AND LAYOUT
×	70NW-02-1	NOISEWALL SITUATION AND LAYOUT
×	70NW-02-2	NOISEWALL SITUATION AND LAYOUT
×	70NW-02-3	NOISEWALL SITUATION AND LAYOUT
×	70NW-03-1	NOISEWALL SITUATION AND LAYOUT

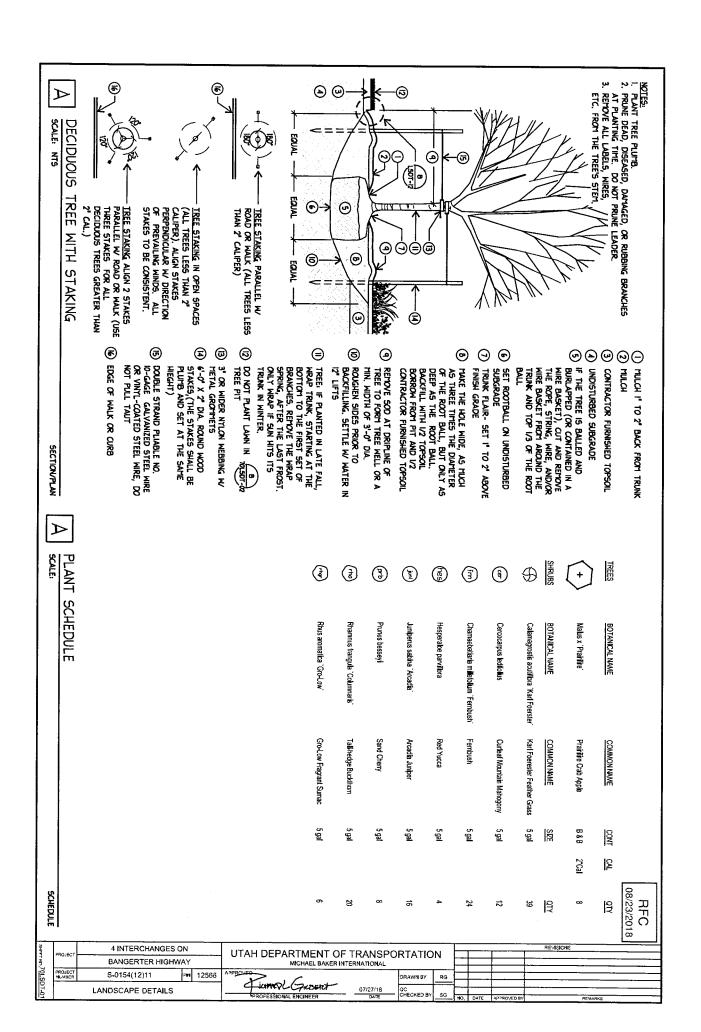
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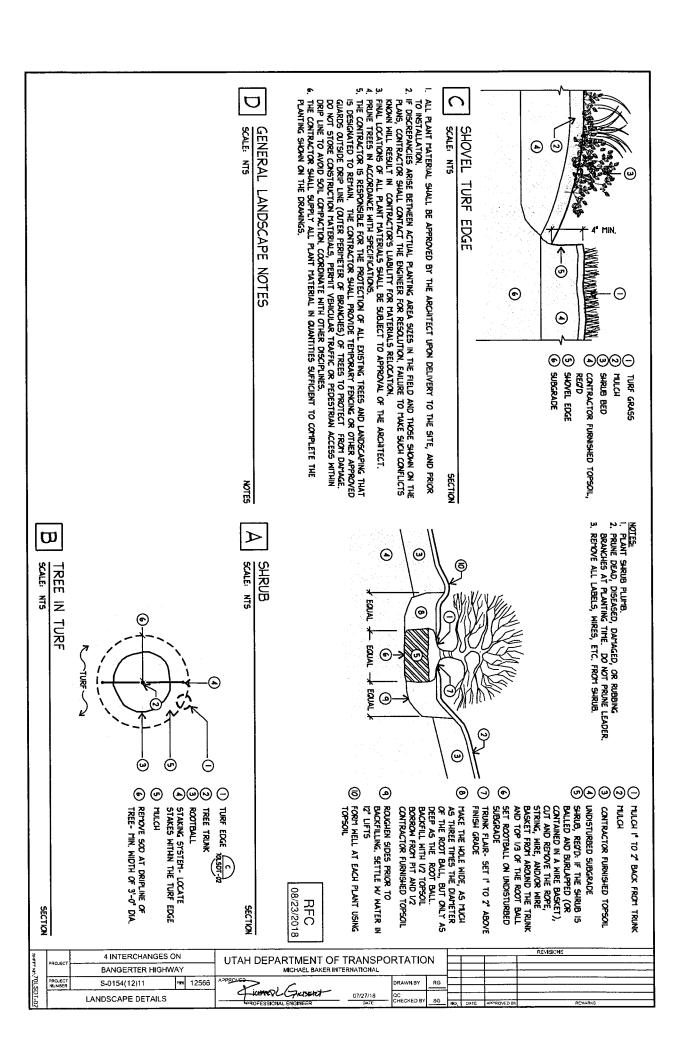
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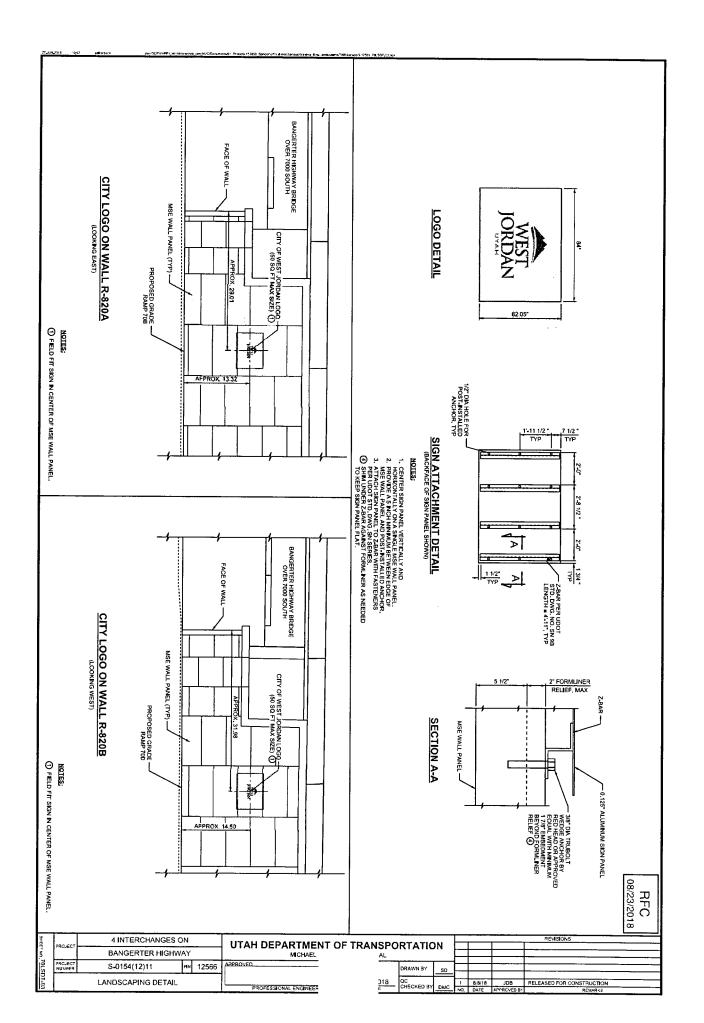
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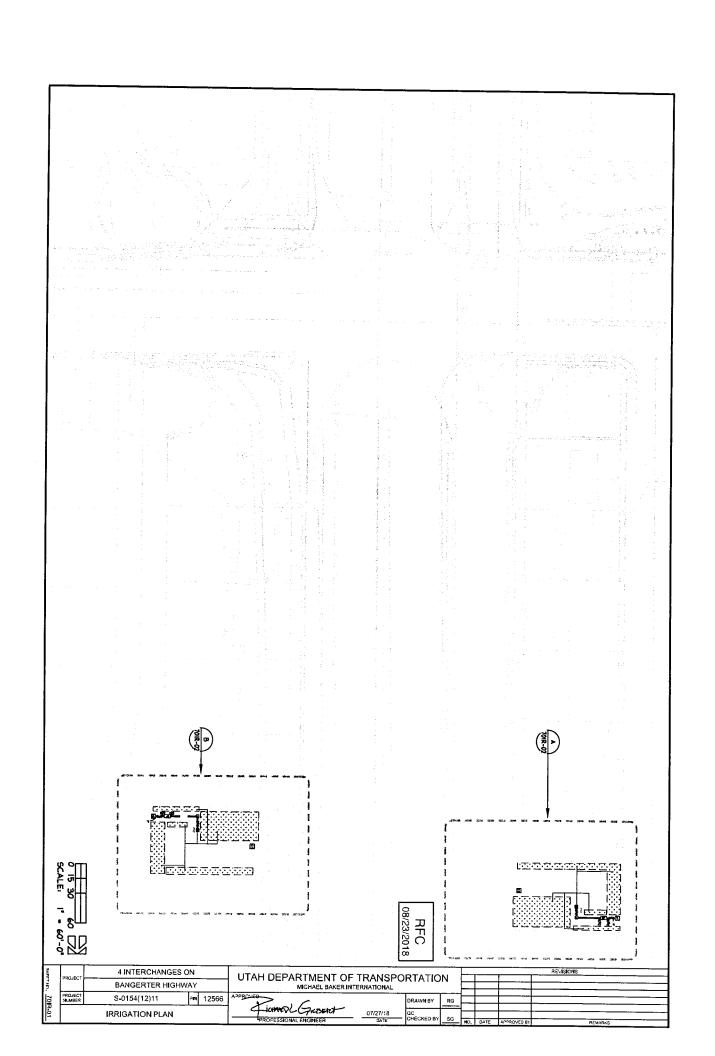


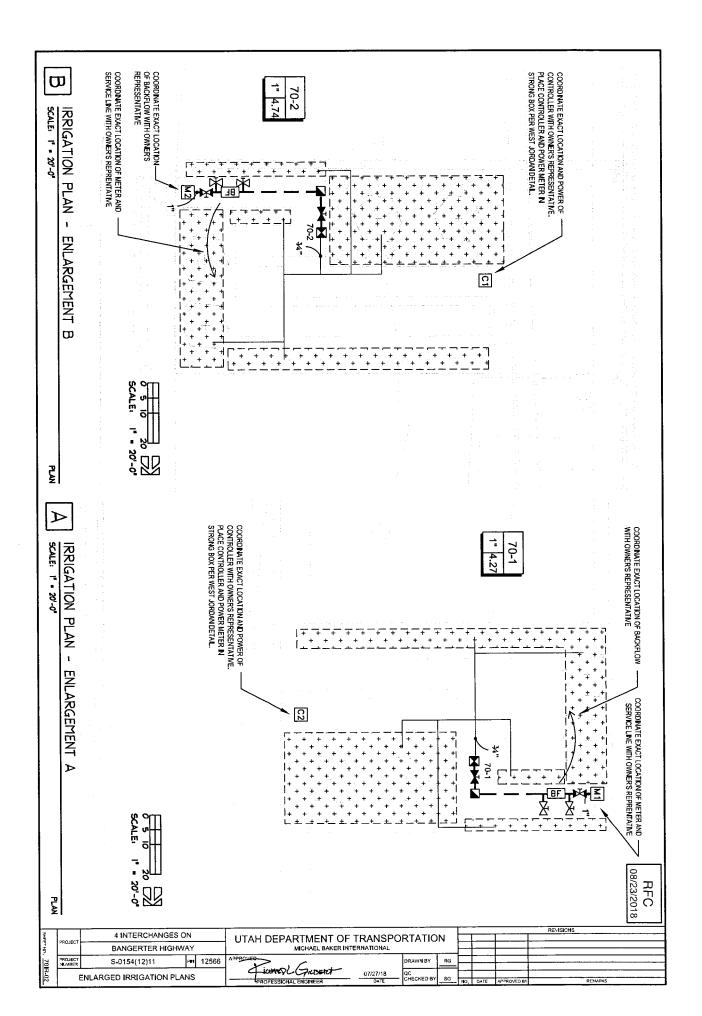


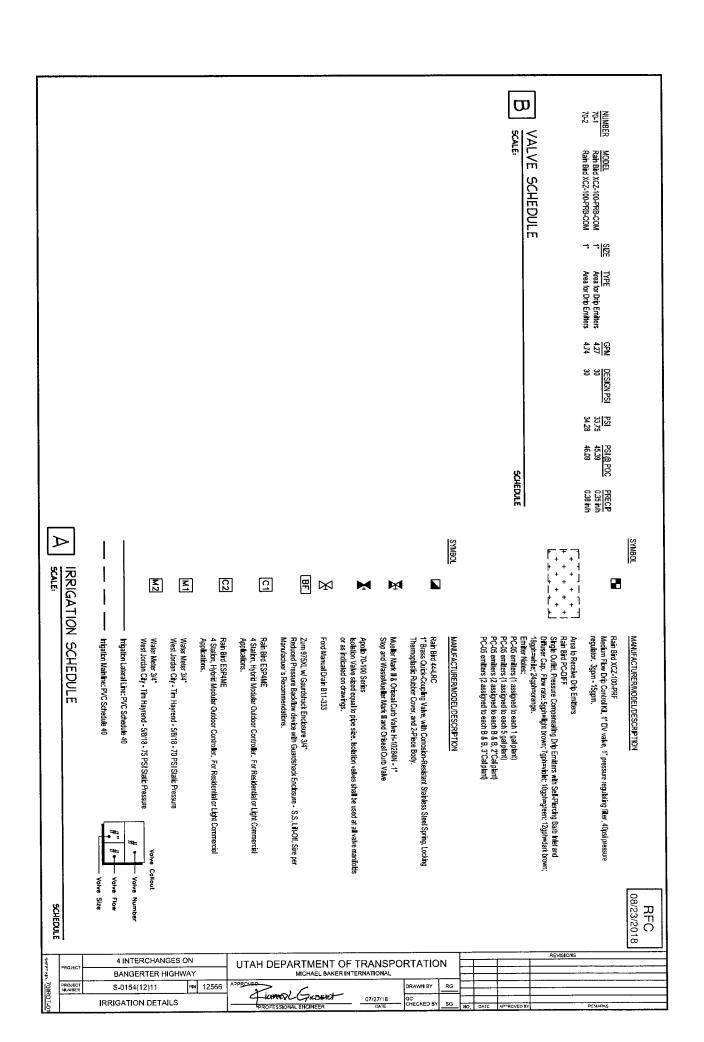


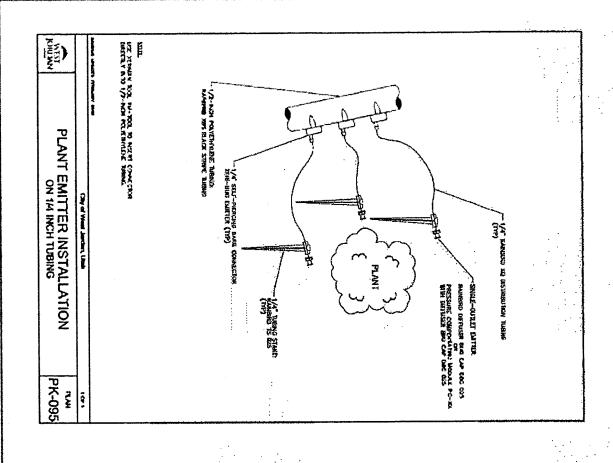


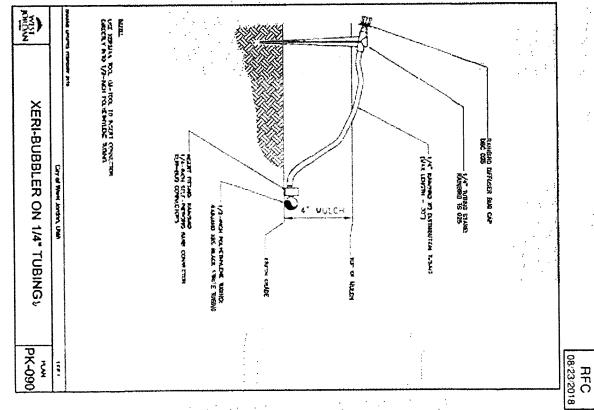












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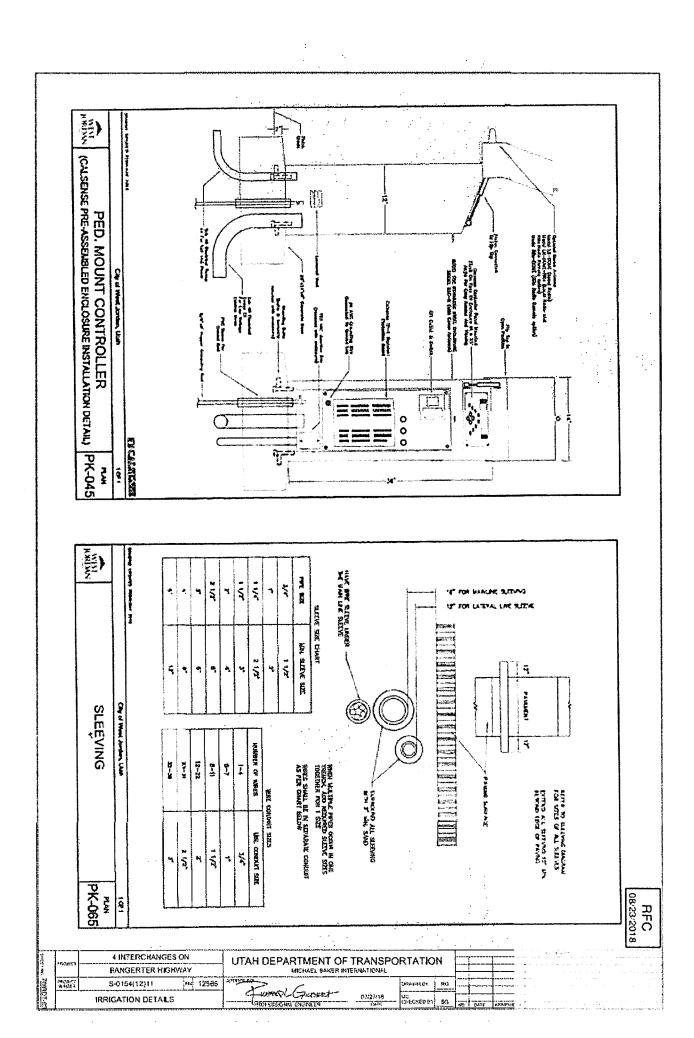
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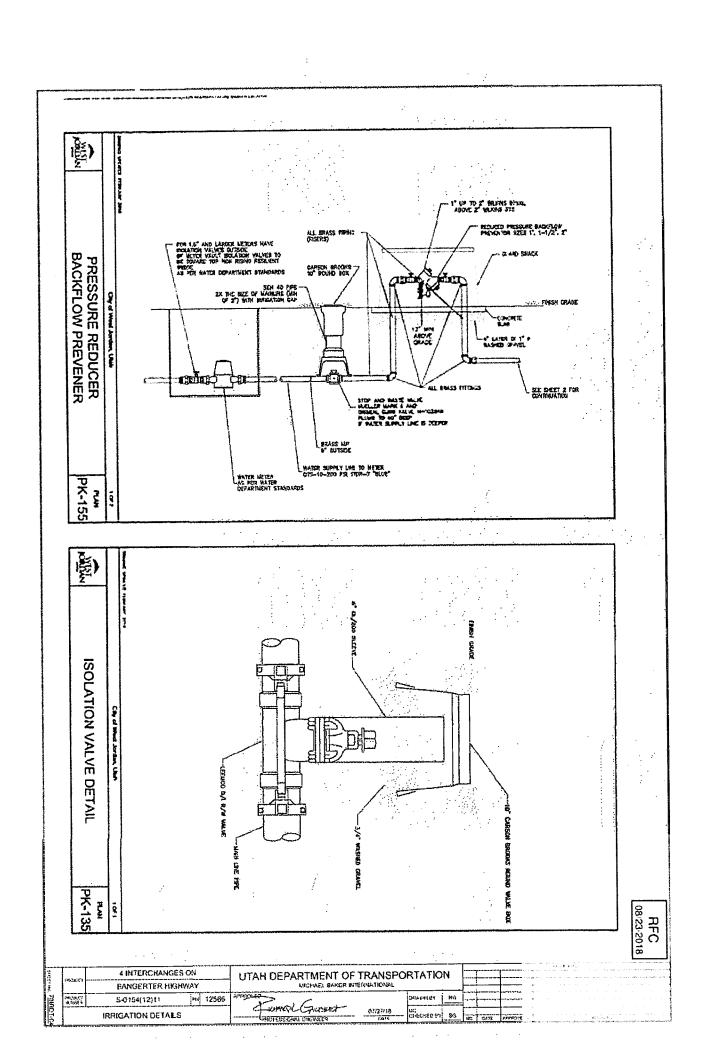
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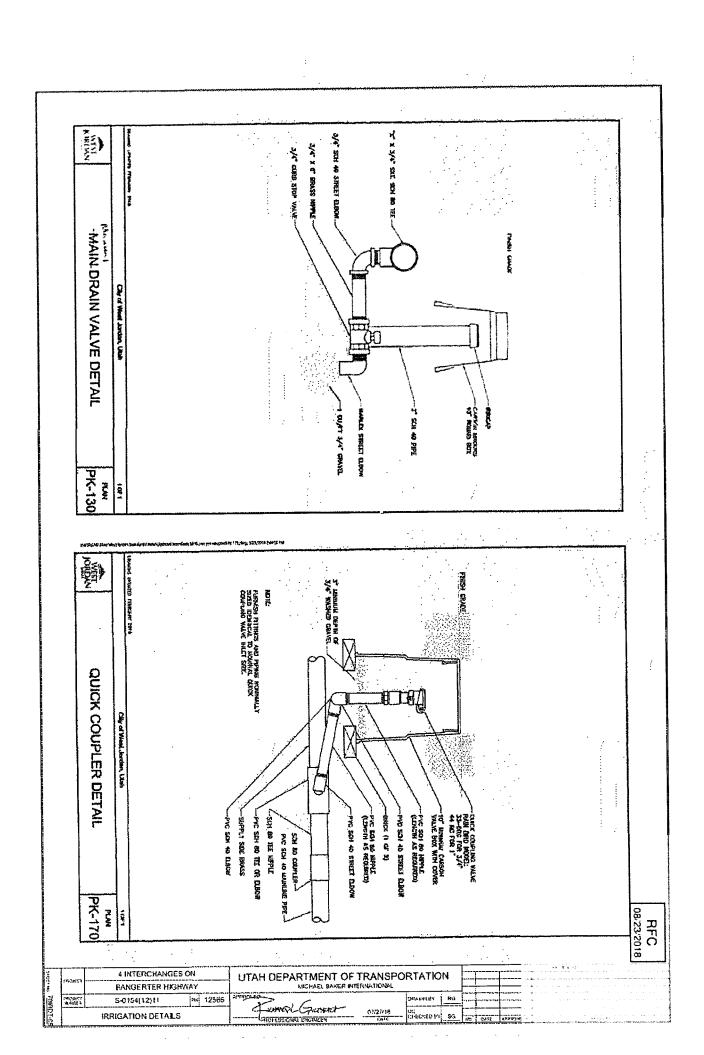
MICHAEL BAKER INTERNATIONAL

DIRECTOR OF TRANSPORTATION

DIRECTOR OF TR







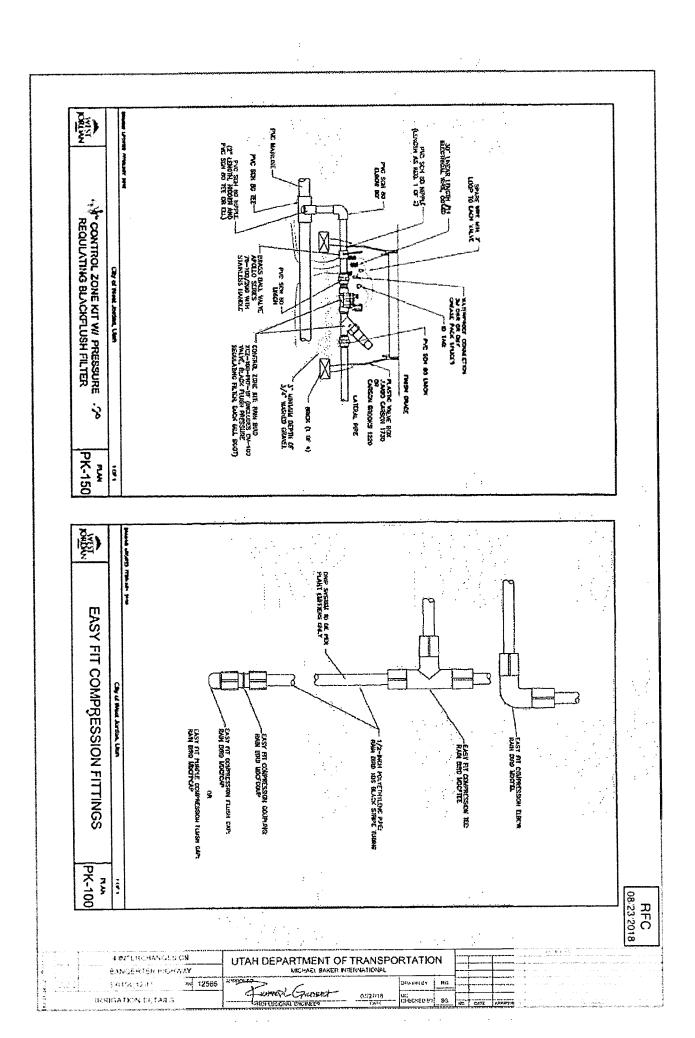




Exhibit 2 9000 South Landscaping Plan

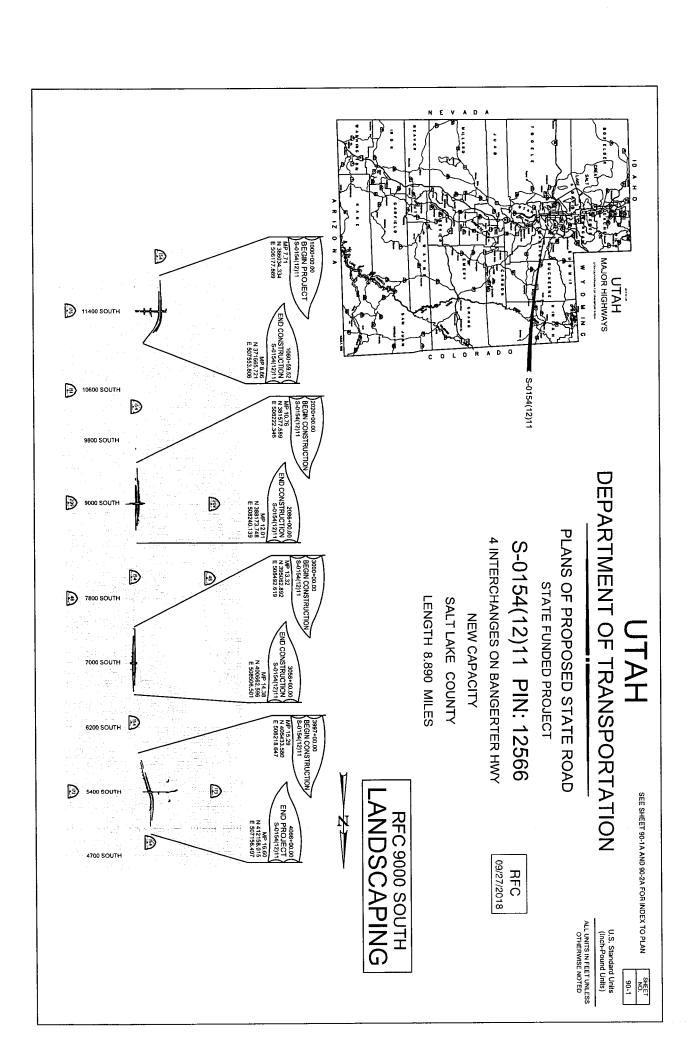
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Cc:	Dayle Coburr bang4doccon	n/ Baker; Brett Daniel, Tyler Robirds, Peter Anderson/ Horrocks; Date: 9/27/2018 htrol@utah.gov; B4I@mbakerintl.com; Matt Wildauer/ Lochner						018			
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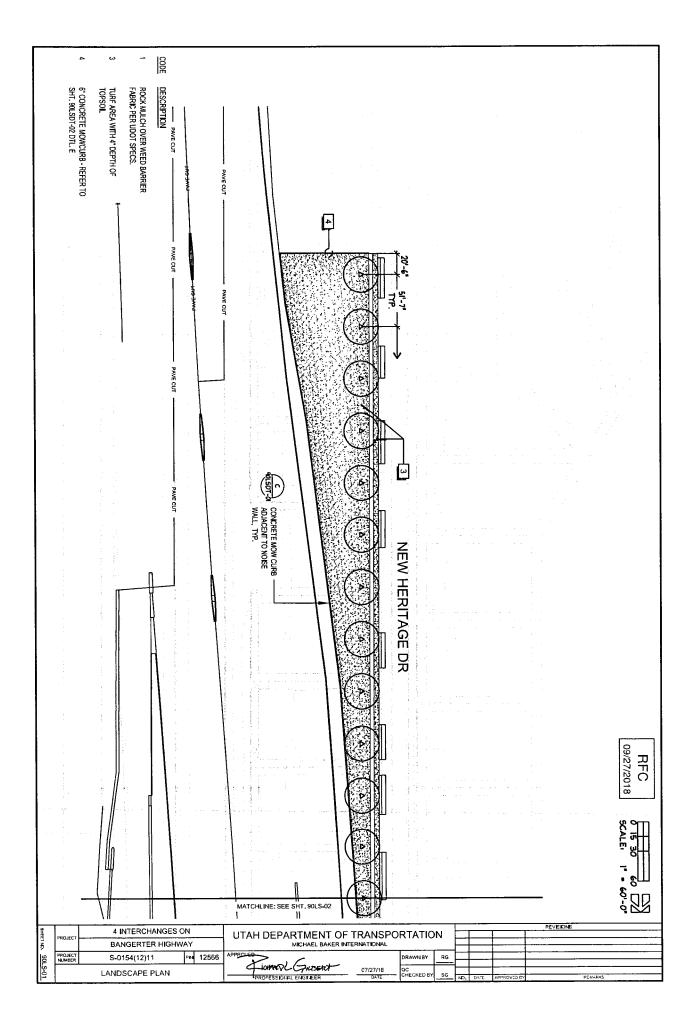


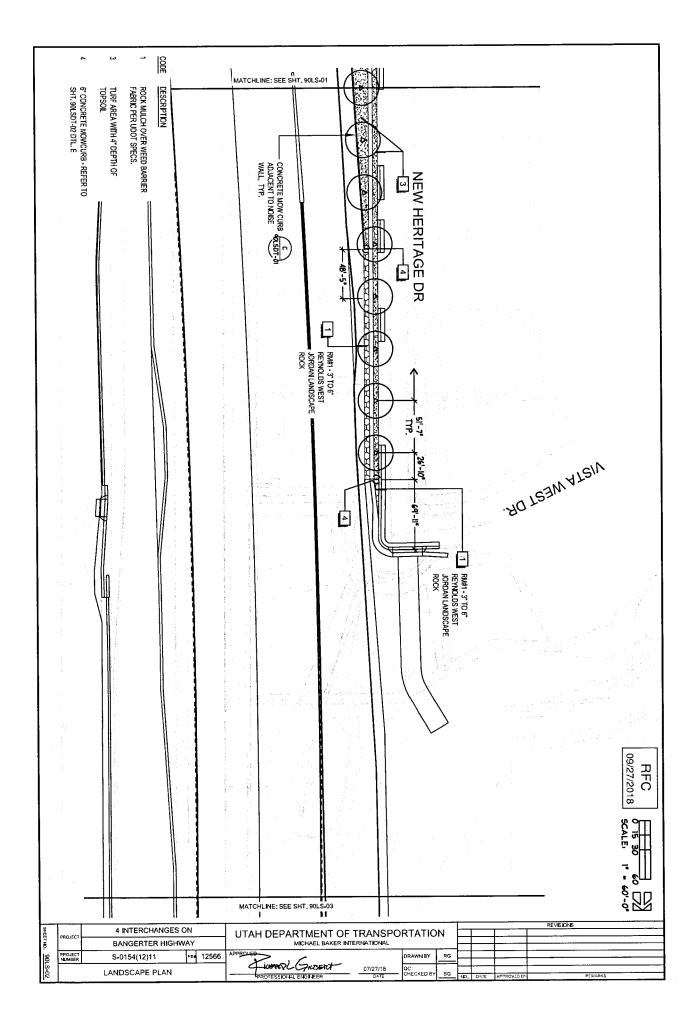
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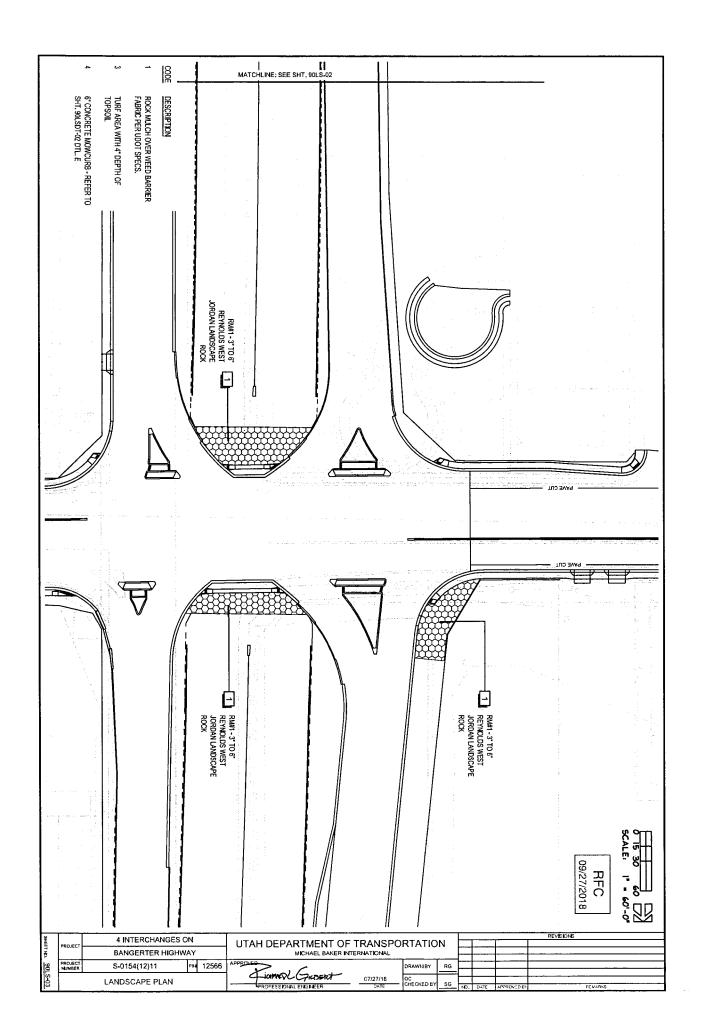
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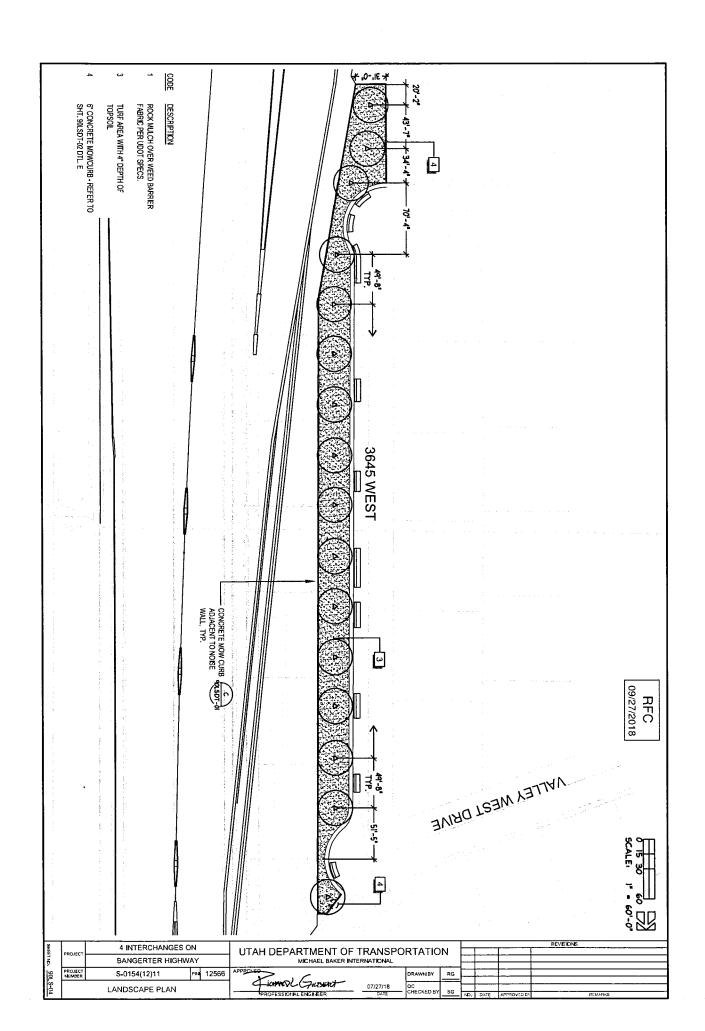
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DATE: 08-23-2018						
lans NUMBER OF SHEETS: 22						
DESIGN						
The Design Manager certifies that the documents in this package have been reviewed and the following requirements have been met: A. All review comments have been resolved; B. The design has been prepared in accordance with the project requirements and correlates with the overall design; C. Quality control activities have been conducted throughout the design process in compliance with contract requirements; D. The design has been checked in accordance with prevailing standards; and E. No design exceptions/waivers/deviations are required that were not previously approved by the Department.						
The Design Manager certifies that the deliverable is complete to the appropriate stage of design, is checked, and is ready to be Released for Construction.						
8-23-18 DATE						
QUALITY CONTROL						
of procedures have followed the Quality Management Plan, that the cr her direction, and by signing this release, the Design Quality sed for Construction. 8-23-2018 DATE						
UTAH DEPARTMENT OF TRANSPORTATION						
The package has been reviewed for completeness and all comments have been resolved to UDOT's satisfaction. The documents in the package are approved to be Released for Construction. Acknowledged: UCOT DESIGN OVERSIGHT MANAGER DATE						
DATE						

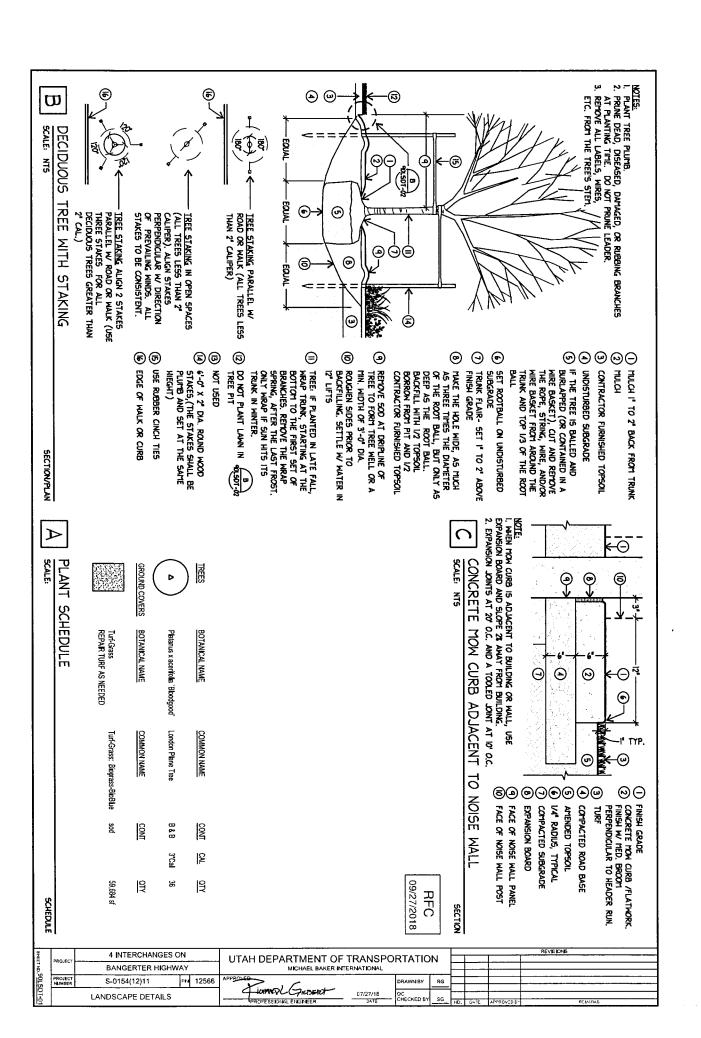


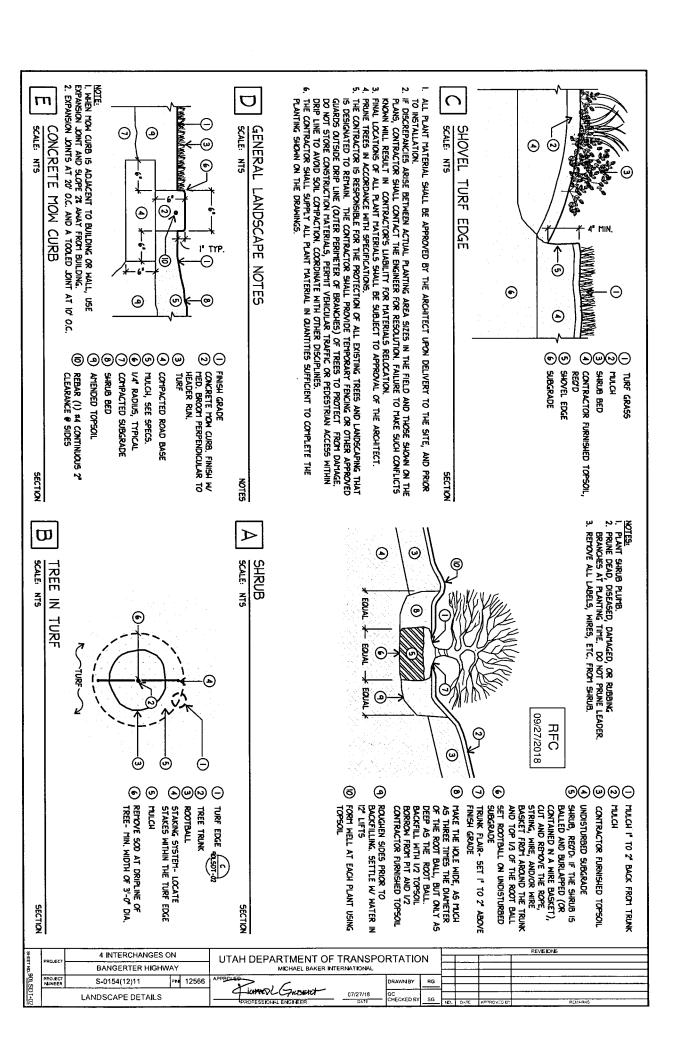


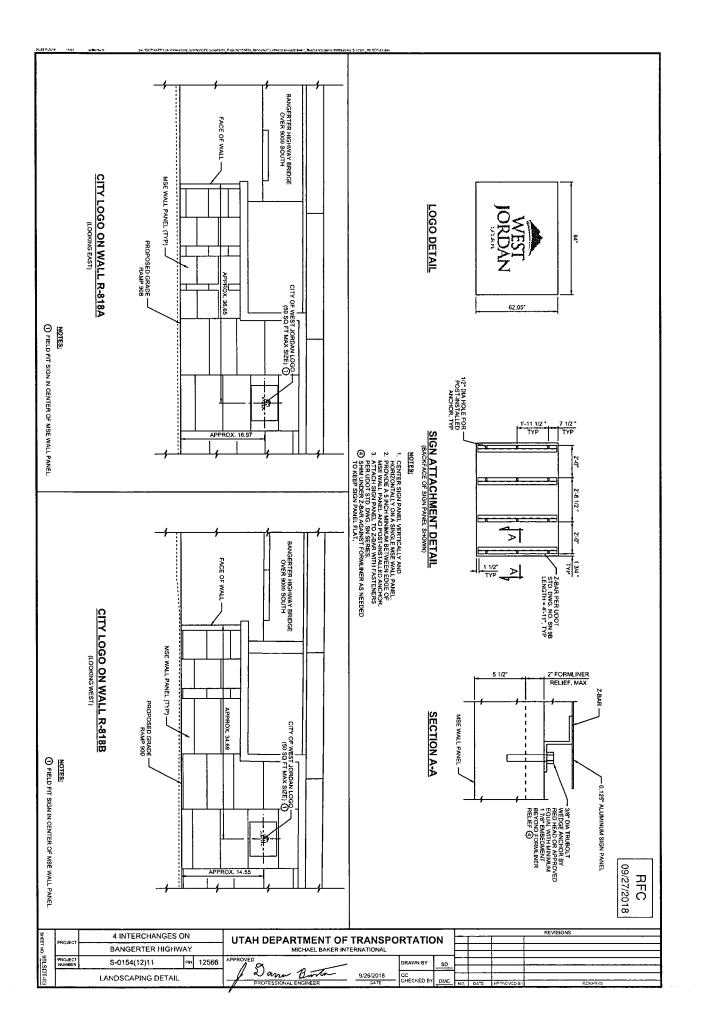


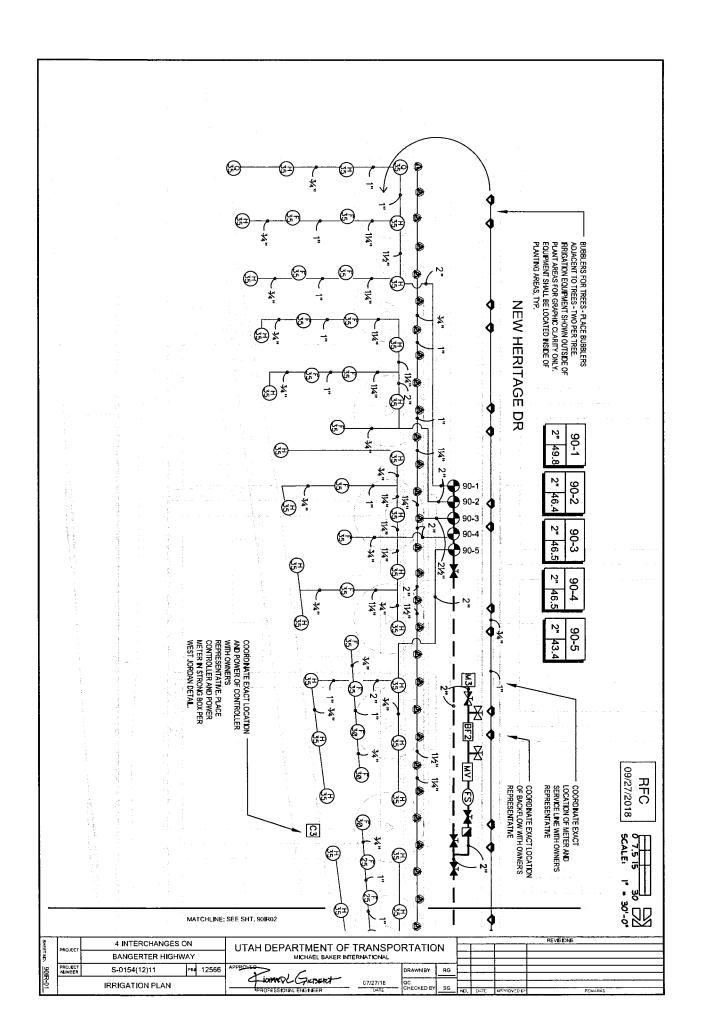


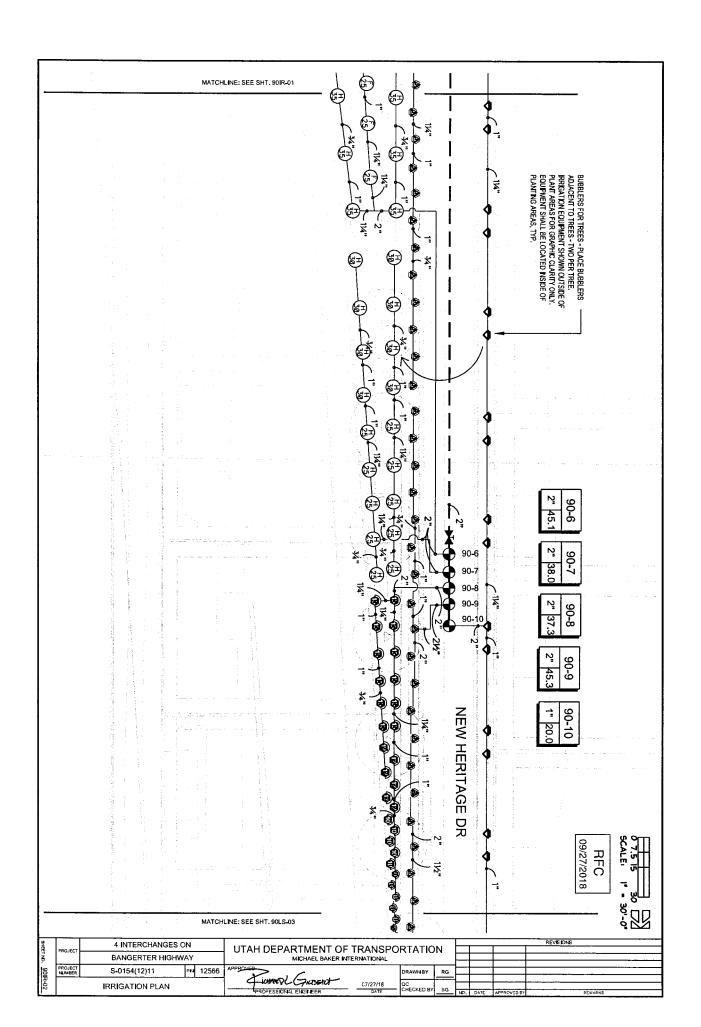


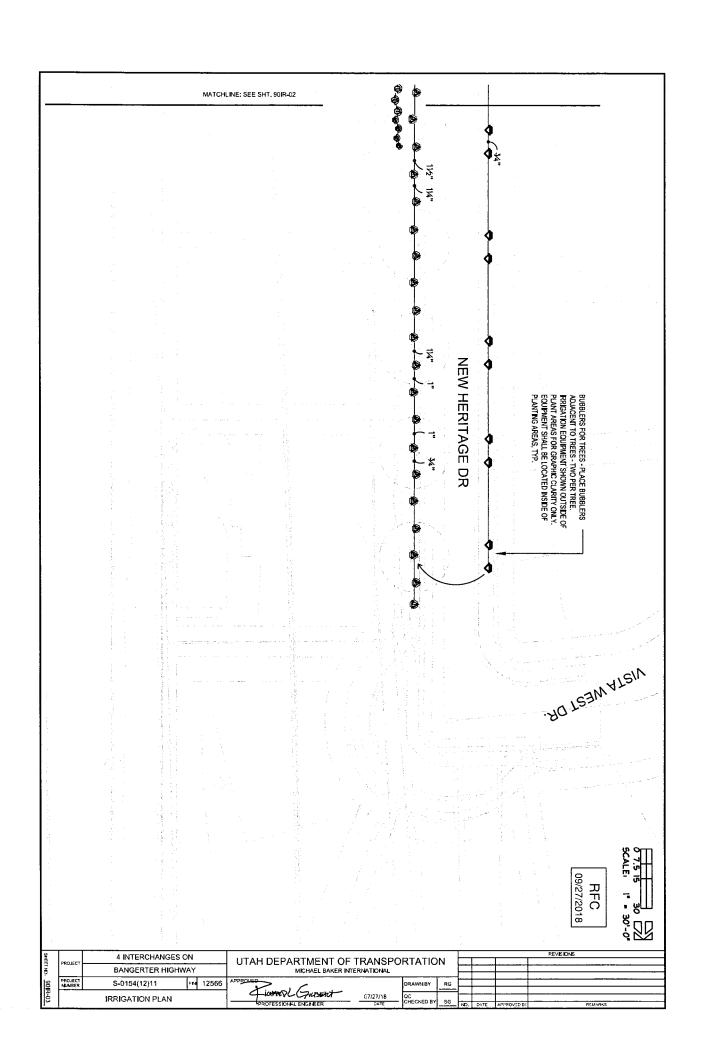




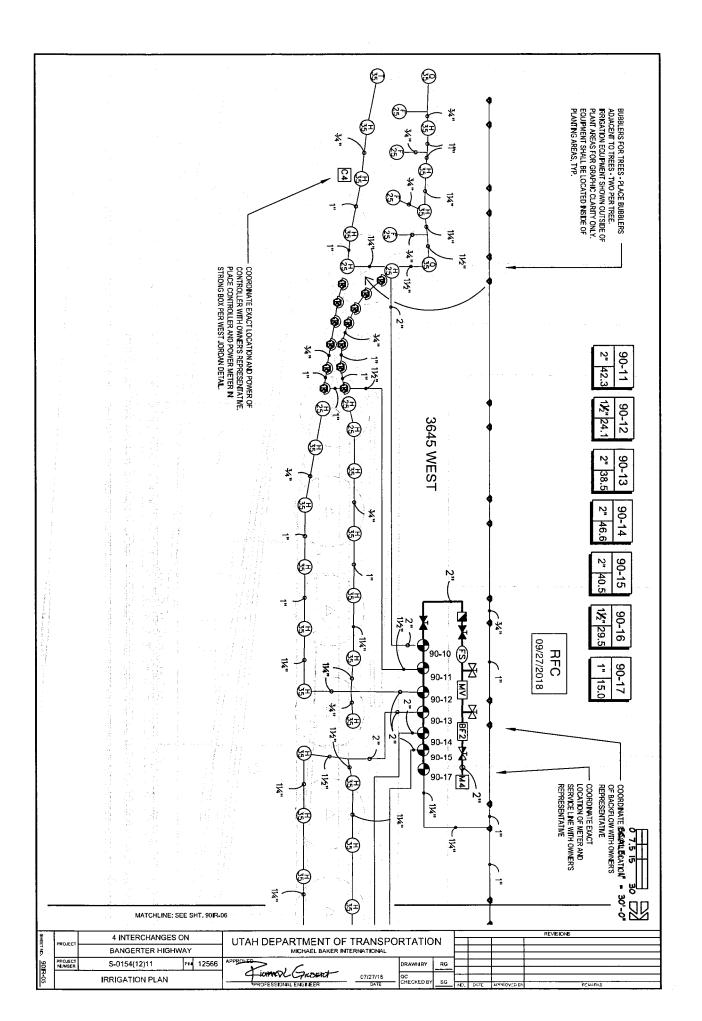


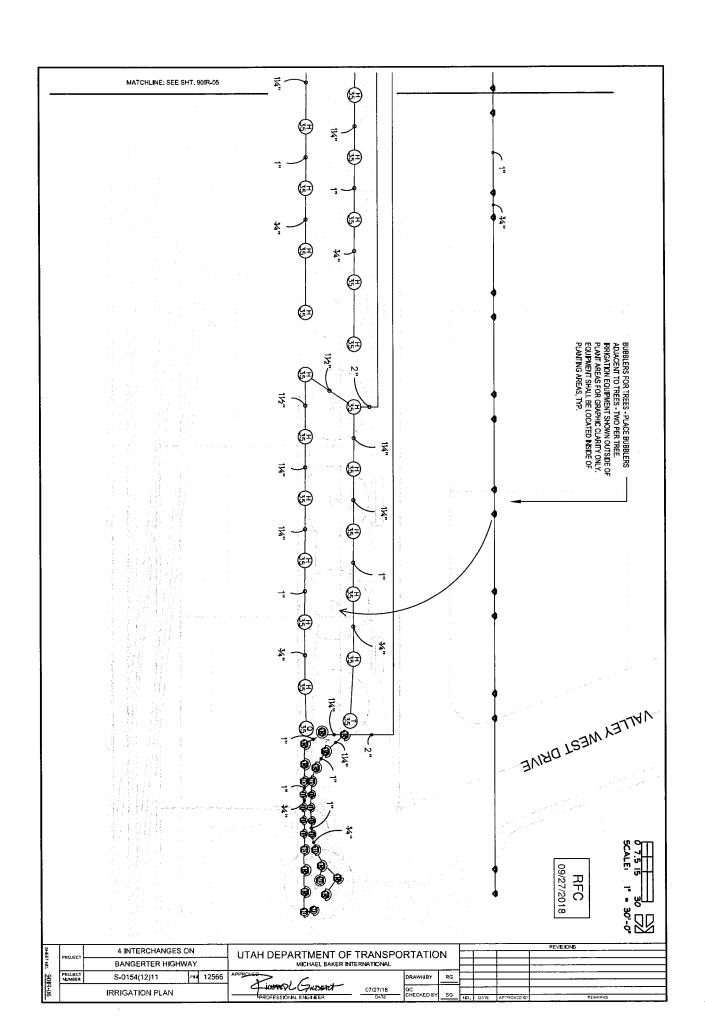




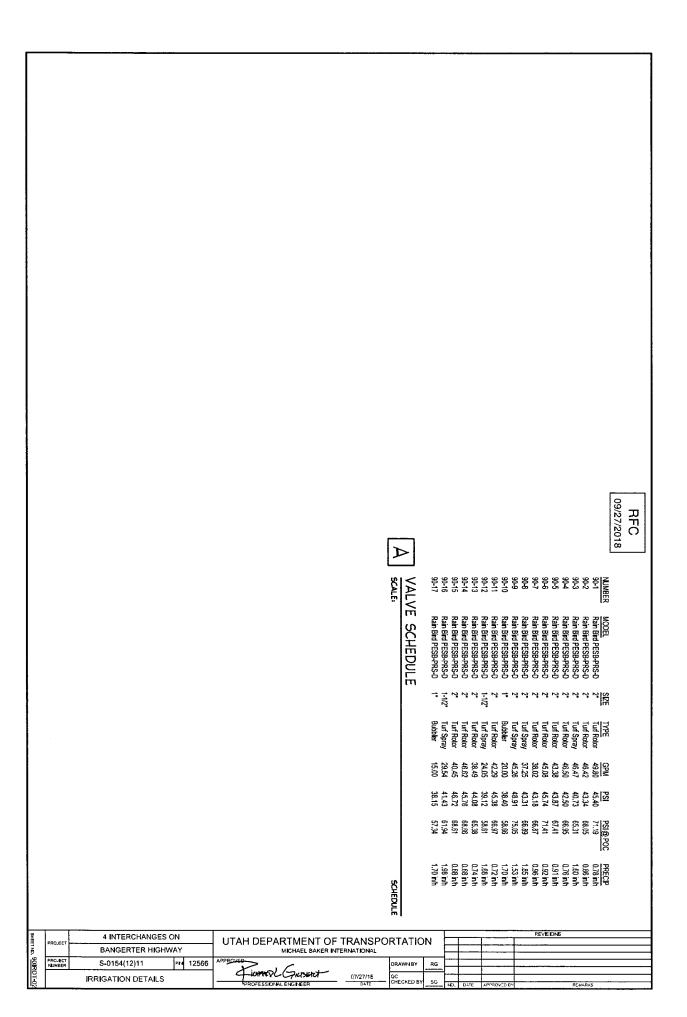


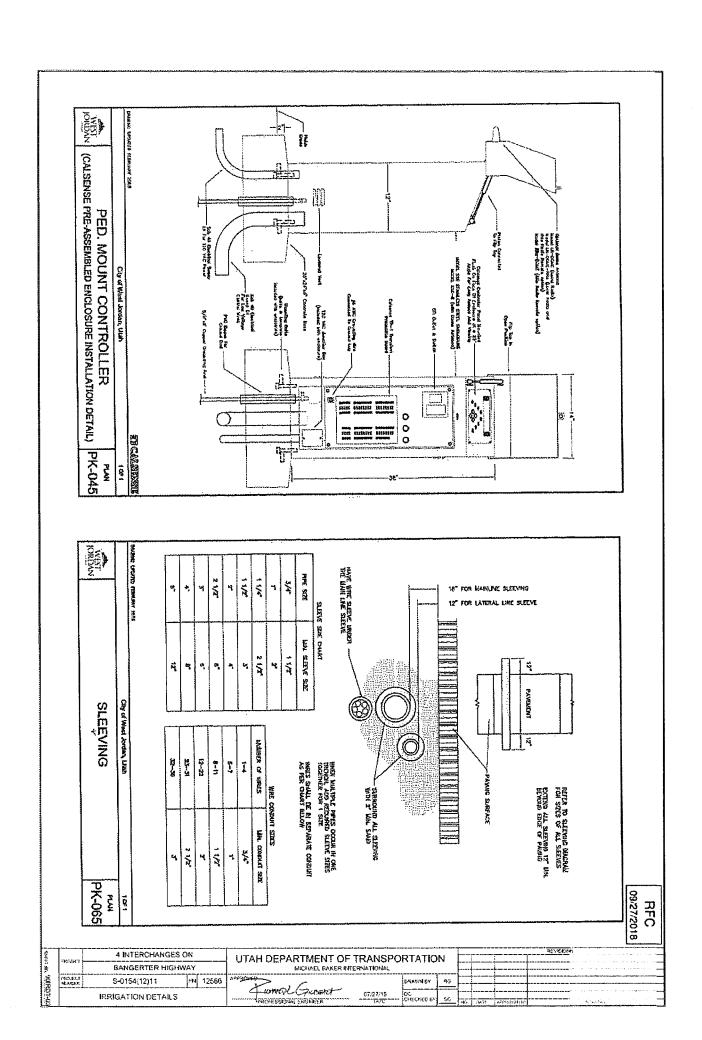
NO IRRIGATION ON THIS PLAN RFC 09/27/2018 4 INTERCHANGES ON UTAH DEPARTMENT OF TRANSPORTATION MICHAEL BAKER INTERNATIONAL BANGERTER HIGHWAY S-0154(12)11 FN 12566 IRRIGATION PLAN

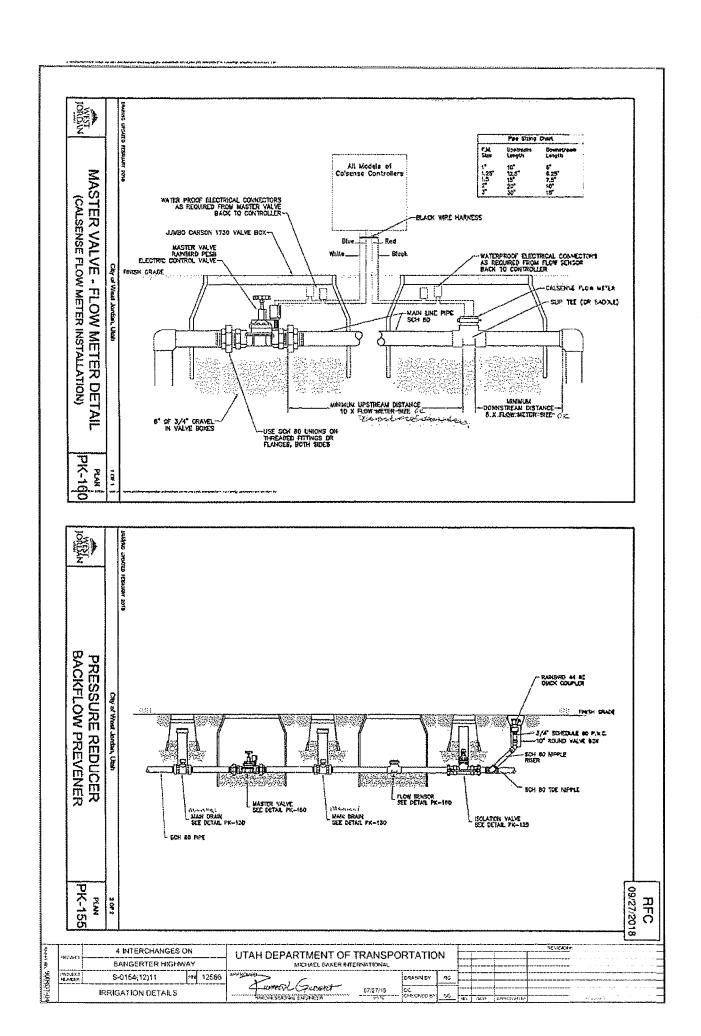


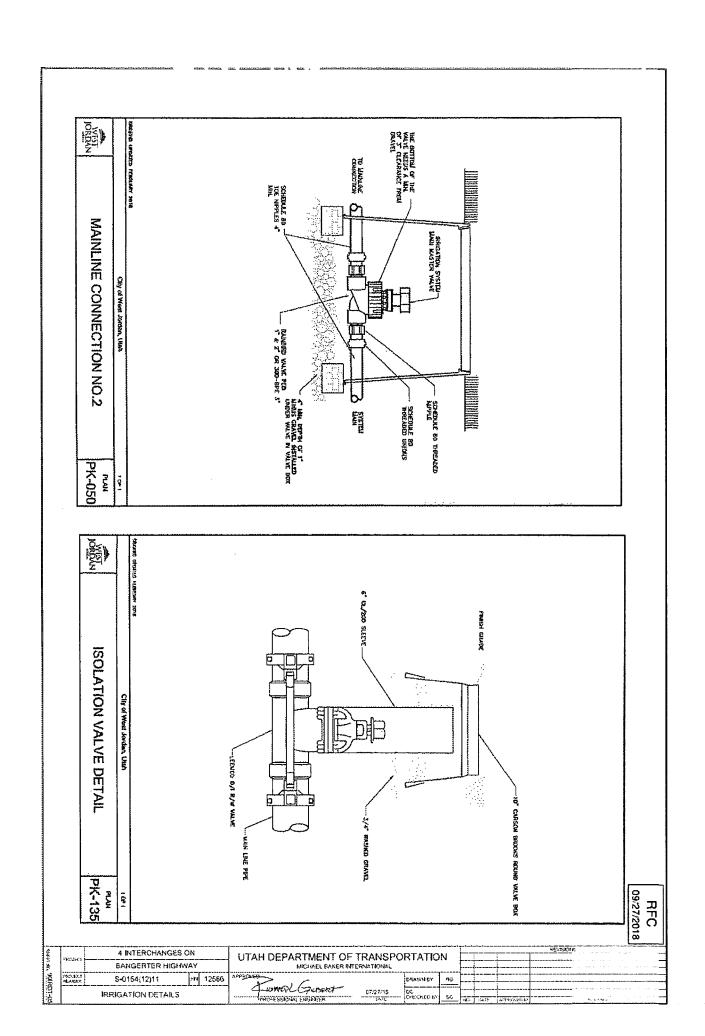


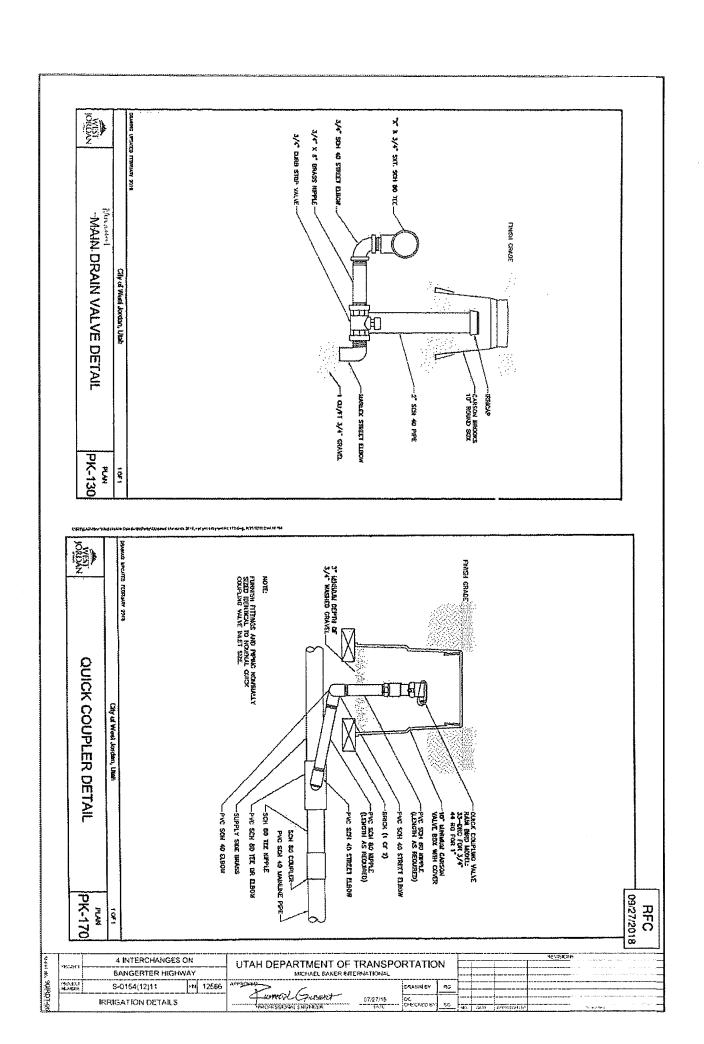
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うつう とうこう こうこう こうこう	Shoot Belover 4.17 paper, with check take are pressure regulator	Rar: Suc 1994-5-14-9-14-9-14-00 Floor	Turi Sjuay, 6,1º Popyles, with 30 paint-stem pressure regulation. Seal-Alback Check raive, eut Pow Sixely Teamongy, 172º NPT formate threaded that	Rain 694 PD-105-6730-F 15 Series 19PR	Rain Boo MUSE-S-9375 to Series NFR Turi Stray, 8.0° Fop-Up, with 30 pei instant pressure regulation. Seel-A-theix creex cabe, and Flan-Strike Tectropy. (12° HPT Versals Pressbert Strik)	Rain Bid ND UG-S-POJE 12 Seeins LIPR Terl Sping, 6,67 Pojeky, with 30 pair-symm pressure regulation, Social-A-Main criticis valve, and Fran-Shizald Tocknology. 1,12° MPT formate vrocess riskel.	Ruth Brd RC-VB-S-1903 F-0 Senies URPR Turi Stray , ST Frigh-V _S , wan 10 pain sening bassure ingulation. Skela Althoc check valve and Flow-Skiec Technology. 12: 10°T Seniel, threaded free	Rain Bird RD46-S-P96-F 19 Serbe HPR Turf Strop, 6.17 Rop-thy nith 39 pail in-stron pressure regulation. Seek-A-Matic chock value. and in on-Shed Technology. 197: NPT in the broadons circ.	Rate Birk RD-18 5-7314-18 Esnes MPR 'unf Syray, 6.0" Payulu, with 66 psi in-eland Sessione regulation, Stark-Adebir cheep, edite, and Pay-Oteb Terrodogy, 127 MPT temale phesided inset.	Rain Did RUGE SASE TO Seles HPF. "En" Spray, ED" Pop 4-by, with 30 pain-steen pressure regulation. Seal Advance check value and flow-Shedd Technology. 12" NPT handle threat-boticles.	Tuf Spay, 61º Podús, with 33 pá rasem, peusure egytekinn. Sastá-Allaik oteok rake, era Peyn Skield Terimotogy. 112º NPT famale theaddel inde.	Rain field RO-UNS-P30-F & Series LIPA	Rain Bert RCAS-SHILE & Spies MSR Ten Spray S.017cp-Ch, with 10 ed in-alon pressure regulation Seelvit-Malic divert valve, and Flux-Sheld Technology 1/21 (PTT lemate time after their	Ran Eust (I) 18-S-Pag f S Sarbs UPR Tus (Spay, 6 UP Poy-Vij), with 20 pairis such product (goldrich, Sooi-d-Nube chasis rube, 205 Few-Shight Hothoocy), 192° NPT ternadu by discuss sisk	Rate Bert RD-75 & PR3-F is Stylo Series Test Syray, it of Percept, with 30 jos kin-slove orassure regulation, Serak-kitistic thans restre and Flor-Stried Teatherapy. "VE NOT temple thireasteri iskel	Rain Bid (2005-4-806-1-55 Strip Series Tuff Spray, 6:07 Populty, with 30 pis in-stem pressum regulation, Seak-Autoric oness valvo, and if www.Should Technology, 1127 NP17 Temple Prepriets inter-	Rain Bird RD 15-64783-F to Ship Series "Lief Spoy, All" Pop Un, with 42 ppl in-Series pressure requestion, Seal / Alexic of ech valve, and Flood-Shield From Pulpy, 12P HDF formals threaded area.	MANUFACTURERADUEL RESCRIPTION
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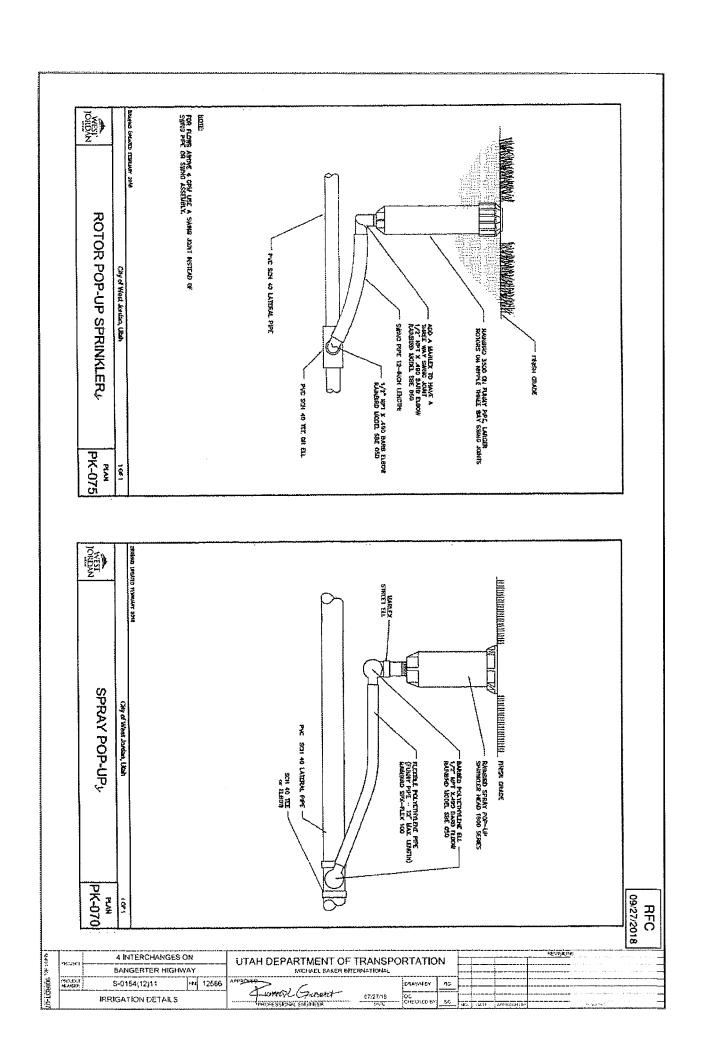












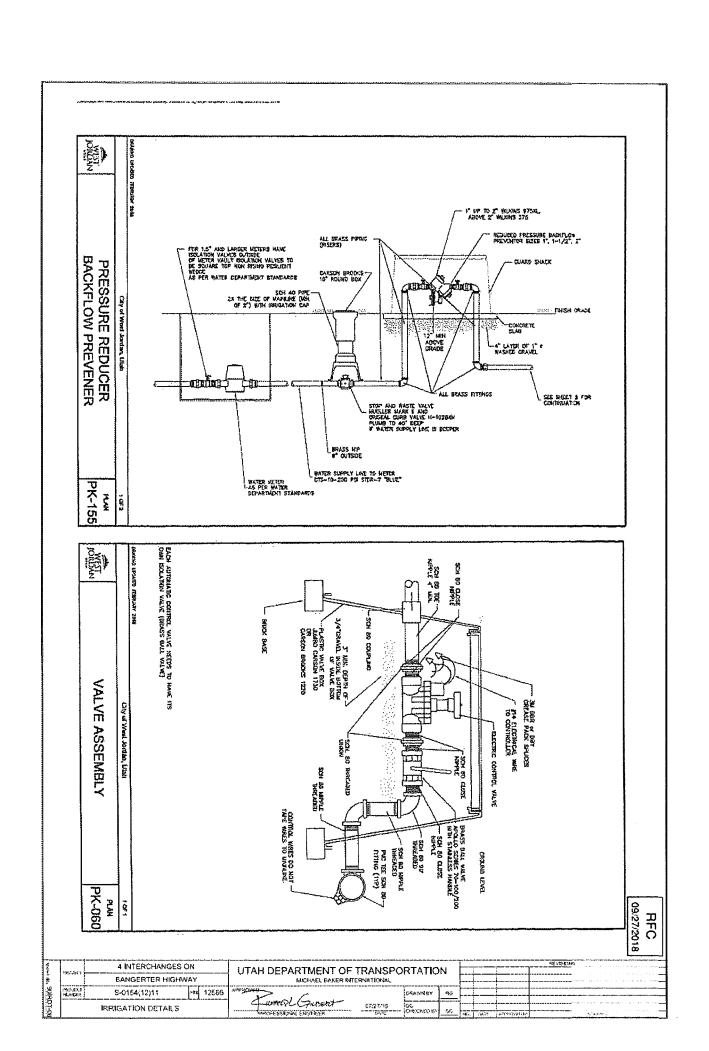




Exhibit 3 Itemized cost summary

	NTERCHANGES PROJECT - COST SUMMARY ilder (DB) - RLW Clyde, a JV	9/4/2018 Current Estimate AFC Landscape Plans							
Item No.	70th South - Description	Quantity	Units	Unit Price		Bid Total			
1	70TH SOUTH - DESIGN SUPPORT (at 7% beyond first \$100K)	1.000	LS	\$ 2,616.25	-	2,616.25			
2	70TH SOUTH - PARAPET STEEL LETTERING	2.000		\$ 15,401.03		30,802.06			
3	70TH SOUTH - BRIDGE ABUTMENT MSE - CITY LOGO SIGN	2.000		\$ 3,375.35	100	6,750.70			
4	70TH SOUTH - POWDER COATING SIGNAL POLES (transport only) **	1.000		\$ 5,640.03	_	5,640.03			
5	70TH SOUTH - STAMPED COLORED CONCRETE	4,286.000		\$ 7.25	-	31,073.50			
6	70TH SOUTH - LANDSCAPING	1.000		\$ 79,359.54		79,359.54			
7	70TH SOUTH - PRIVACY SLATS FENCE UP-GRADES PARCEL 565	1.000	LS	\$ 1,208.61		1,208.61			
				Sub-TOTAL 70th	S	157,450.69			
Item No.	90th South - Description	Quantity	Units	Unit Price	(III)	Bid Total			
8	90TH SOUTH - DESIGN SUPPORT (at 7% beyond first \$100K)	1.000		\$ 10,950.52	-	10,950.52			
9	90TH SOUTH - PARAPET STEEL LETTERING	2.000		\$ 16,653.38	-	33,306.76			
10	90TH SOUTH - BRIDGE ABUTMENT MSE - CITY LOGO SIGN	2.000		\$ 3,352.81	_	6,705.62			
- 11	90TH SOUTH - STAMPED COLORED CONCRETE	1,995.000	LS	\$ 7.32		14,603.40			
12	90TH SOUTH - LANDSCAPING	1.000		\$ 219,274.58	_	219,274.58			
				Sub-TOTAL 90th	S	284,840.88			
	SUB-TOTAL - DB Landscaping/Aesthetics Total costs 70th & 90th south		1		1	\$442,291.5			
	UDOT ADJUSTMENTS (CREDITS & COSTS)								
13	**70TH & 90th South - UDOT costs for Powder Coating at Valmont (State Furnished Materials Cost) - w/o DB mark-ups	1.000	LS	\$ 15,372.00	s	15,372.00			
14	UDOT credit for costs to Mill & Fill 3645 West at 90th South (WJC performed)	-2478.11	SY	\$ 9.50	s	(23,540.44)			
15	UDOT credit for costs for Water Service Kills 3645 West at 90th South (WJC performed)	-2.000	Each	\$ 2,500.00	s	(5,000.00)			
	SUB-TOTAL - UDOT Aesthetics/Misc. Credit Adjustments Total Costs 70th & 90th South					-\$13,168.4			
	TOTAL COSTS -LANDSCAPING/AESTHETIC/MISC ADJUSTMENTS - 70TH & 90TH SOUTH					\$429,123.1			
	Less \$100K - Interchange Baseline Aesthetics Enhancement Budget	2.000	Each	\$ (100,000.00)	\$	(200,000.00			
	Total - West Jordan City Landscaping & Aesthetics Betterment Agreement				s	229,123.13			

Comments/Clarifications

** Note - DB had to transport Signal Steel to Valmont/powder coaters to expedite 70th south.

In addition to the DB transport costs, UDOT incurred coating expenses (See above) separate from DB's costs