Council Meeting of February 12, 2014

Agenda Item No. 5i

REQUEST FOR COUNCIL ACTION

SUBJECT: **7000 South Redwood Road to Bangerter Highway Feasibility Study Project No. F-R299(142)**

SUMMARY: Approve a Federal Aid Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for a feasibility study to be completed on 7000 South from Redwood Road to Bangerter Highway, in an amount not to exceed $13,289.00.

FISCAL IMPACT: Funds are available in the Capital Roads Account.

STAFF RECOMMENDATION:

Staff recommends approval of a Federal Aid Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for a feasibility study to be completed on 7000 South from Redwood Road to Bangerter Highway, in an amount not to exceed $13,289.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 14-24 authorizing the Mayor to execute a Federal Aid Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for a feasibility study to be completed on 7000 South from Redwood Road to Bangerter Highway, in an amount not to exceed $13,289.00.

Roll Call vote required

Prepared by:

David Murphy, P.E.
CIP Manager

Reviewed by:

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

Reviewed as to Legal Sufficiency:

for
Jeffery Robinson
City Attorney

Recommended by:

Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

As part of the 2007 Transportation Master Plan, the 7000 South corridor was identified to become a major arterial street. In order for the roadway to expand from the present 80 foot right of way to the 106 foot minimum required for the arterial street, a right of way feasibility study is required. This report is the first step towards a full Environmental Impact Study (EIS) required to obtain and utilize Federal Aid for the nearly $35 to $40 million that may be required for the project. This study project is currently on the regional transportation plan in Phase 1, with the construction still out 5 more years minimum into Phase 2 of the regional plan.

As per most local government sponsored projects, the City cost participation is 6.77%, or $13,289.00 of the $200,000.00 total. If approved, staff at the City and UDOT will move forward with scope and fee proposals from several local consultants, and make a selection based upon the current UDOT selection criteria.

Attachments:

Resolution
UDOT Federal Aid Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation
RESOLUTION NO. 14-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FEDERAL AID AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST JORDAN FOR A FEASIBILITY STUDY 7000 SOUTH REDWOOD ROAD TO BANGERTER HIGHWAY

Whereas, the City Council of the City of West Jordan has reviewed the attached Federal Aid Agreement between the City of West Jordan and the Utah Department of Transportation (UDOT) (a copy of which is attached as **Exhibit A**) for a feasibility study on 7000 South from Redwood Road to Bangerter Highway, in an amount not-to-exceed $13,289.00; and

Whereas, the proposed Federal Aid Agreement between the City of West Jordan and the UDOT for a feasibility study on 7000 South from Redwood Road to Bangerter Highway, in an amount not-to-exceed $13,289.00; has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Federal Aid Agreement, in an amount not-to-exceed $13,289.00; is acceptable for the purpose of a feasibility study on 7000 South from Redwood Road to Bangerter Highway

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

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Federal Aid Agreement between the City of West Jordan and the UDOT for a feasibility study on 7000 South from Redwood Road to Bangerter Highway

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 12th day of February 2014.

_____
Mayor Kim V. Rolfe

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	____	____

UDOT Consultant Services
Local Government Approval Memo

Memo Printed on: January 22, 2014 5:33 PM

LG Approval Date: **LG PM:** David Murphy

The Local Government has reviewed and approved the contract/modification documents as submitted by UDOT PM Troy Peterson: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Insurance Certificatation, Work Schedule, Cost Proposal and sub-consultant info (if applicable).

PROJECT INFORMATION

PIN:	7204
Project No.:	F-0068(54)48
Job/Proj:	5276713C
PIN Description:	SR-68; REDWOOD ROAD & 8200 SOUTH

CONTRACT INFORMATION

CS Admin:	Michael R. Udot Butler
Contract No.:	New CEM for Redwood and 8200 South
Mod No.:	
Expiration Date:	December 31, 2014
Contract/Mod Amount:	$109,236.03
Fee Type:	COST PLUS FIXED FEE
Selection Method:	POOL - GE / LG (DIRECT SELECT)
Period:	2013-2016 GE / LG
Phase:	CONSTRUCTION ENGINEERING
Discipline:	CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	**Local Government**
PROJECT ENGINEERING CONSULTANTS, LTD	West Jordan City
	David Murphy
986 WEST 9000 SOUTH	8000 S REDWOOD RD
WEST JORDAN, UT 84088	WEST JORDAN, UT 84088
	(801) 569-5074
	DAVIDM@WJORDAN.COM

Local Government Signature **Date**

udot.utah.gov

PARTNERS FOR SUCCESS
UDOT and Local Governments
udot.utah.gov/localgovernment

State of Utah

Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205	West Jordan City - David Murphy	Maximum Project Value Authorized $196,289
PIN Number 10012 FINET Number 53526 FMIS Number F007719	Project Number F-R299(142) PIN Description Other: FEASIBILITY STUDY	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this ____ day of _____, 20___, by and between the Utah Department of Transportation ("UDOT") and West Jordan City ("Local Agency "), a political subdivision of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of 7000 South – SR-154 to SR-68 Feasibility Study, located at West Jordan City and identified as project number F-R299(142);

Pursuant to 23 CFR 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements;

In instances where UDOT does not have jurisdiction over the road where the Project is being performed, UDOT may arrange for the Local Governmental Agency with jurisdiction of the road to perform the work with its own forces or by contract; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2014 - 2017

Fund*	Prior	2014	2015	2016	2017	Total	Fed Aid	State	Other	Pct
STP_URB_SL	$0	$196,289	$0	$0	$0	$196,289	$183,000	$0	$13,289	6.77%
Total:	$0	$196,289	$0	$0	$0	$196,289	$183,000	$0	$13,289	6.77%

Revised 3-20-13

AGREEMENT

Now, therefore, the parties agree as follows:

I. **Description of the Project.**
II. **UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

A. Oversee compliance with federal and state regulations.
B. Ensure transportation project oversight as outlined in 23 CFR.
C. Assign a UDOT Project Manager to:
   1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
   2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
   3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
   4. Prepare and process the federal aid agreement before project initiation.
   5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project.
   6. Assist the local agency to process and approve Consultant Pay Requests.
   7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
   8. Coordinate to ensure ongoing communication with the local project sponsor.
   9. Coordinate payment of local government matching, betterment or other funding to UDOT prior to project advertisement.
   10. Assist the Local Agency in preparing and executing Utility Reimbursement Agreements as required.
   11. Coordinate betterment items and finalize agreements prior to construction advertising.
   12. Assist with the federally-approved construction advertising and award processes.
   13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
   14. Coordinate the UDOT project closeout process.

III. **Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants. For Class B and C roads, the Local Agency assumes responsibility for the design, construction quality and maintenance of the road.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

   1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
   2. Coordinate with the UDOT Project Manager concerning the funding.
   3. Committee (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
   4. Manage the day-to-day activities of the Project as follows:
      a. Consultant and professional services used on the Project.
      b. The Local Agency shall recommend and approve consultant pay requests.
      c. Project scope, schedule, budget, and quality.
      d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
      e. Coordination with the assigned UDOT Project Manager.
      f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
      g. Monitor project schedule and progress of all project tasks to ensure a timely delivery of the project.
      h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
      i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

         1) Participate in the federally approved consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.

2) Participate as the active lead in project team meetings as well as all field and plan reviews.
3) Ensure NEPA Environmental clearances and approvals are obtained.
4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained and have the necessary signatures in place.
5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
6) Ensure construction standards and specifications are met.
7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.

j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising.
k. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
l. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds prior to advertising.
m. Approve the final advertising package and obtain local signature approval before proceeding to advertise.
n. Review the abstract of bids and recommend to the UDOT Project Manager award of the project.
o. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
p. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
q. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
r. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
s. Assist to provide all documentation needed for construction project close out including Buy America certification.
t. Coordinate the project close out process by timely closing all open contracts and agreements.
u. Provide right of way certification verifying all required right of way has been purchased prior to advertising.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. **Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed $196,289 and any ineligible costs when requested by UDOT.

All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to David Murphy at DAVIDM@WJORDAN.COMthe Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project has cost overruns, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

V. **Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 http://www.gpoaccess.gov/cfr/retrieve.html.

VI. **Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, Office of Management and Budget Circulars A-102, A-87 and A-133, policies and procedures promulgated by FHWA, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects.

VII. **Project Authorization for Federal Aid**. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization, except as provided by 23 CFR Section 1.9(b).

VIII. **Liability.** Local Agency 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 Agency's negligent or intentional 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 Agency's negligent or intentional 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 Agency of its duty in the performance of this Project or to ensure compliance with acceptable standards.

IX. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, http://www.whitehouse.gov/omb/circulars/a133/a133.html. A sub-recipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency 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.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **Availability of Records**. For a period not less than three (3) years from the date of final project close out with federal government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual. The Local Agency shall use the right of way module in ePM for acquisitions. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right of way must be obtained before the project is advertised. No limitations concerning right of way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: http://www.udot.utah.gov/main/f?p=100:pg::::1:T,V:808,34728.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to http://www.gpoaccess.gov/cfr/retrieve.html for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. **Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders. At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. **UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XVI. **Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. **Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. 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. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs regardless of whether the Project is constructed.

XVIII. **Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. **Content Review**

Language content was reviewed and approved by the Utah AG's office on March 20, 2013.

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 Section 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 transcriptions.

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 seq.) 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.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)

LOCAL AGENCY

West Jordan City Official

By _____

Date _____

Mayor Kim V. Rolfe

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____

APPROVED AS TO LEGAL FORM
West Jordan City Attorney
By: Dane Allen Date: 2-4-14

Consultant Services

Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 1/29/2014
PM REQUEST DATE 1/29/2014

FEDERAL AID

Project No.: F-R299(142)
PIN Description: Other: FEASIBILITY STUDY

PIN No.: 10012
FINET Prog Code No.: 53526

UDOT Project Manager	UDOT Contract Administrator
Peter S. Tang 2010 South 2760 West Salt Lake City, UT 84104 (801)910-2003 ptang@utah.gov	Michael R. Udot Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
West Jordan City 8000 S REDWOOD RD West Jordan, UT 84088 David Murphy, (801) 569-5074 DAVIDM@WJORDAN.COM

Project Value	$196,289
Federal Match	$183,000
Local Government Match	$13,289
State Match	$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence		Date
1	Sent to Local Government	1/29/2014
2	Review/Approved Local Government	
3	Review/Approved UDOT Region Director (c/o UDOT PM)	
4	Consultant Services	
5	Sent to UDOT Comptroller	
6	Review/Approved UDOT Comptroller	