

REQUEST FOR COUNCIL ACTION

SUBJECT: Redwood Road & 8200 South (Project No. F-0068(54)48 –

SUMMARY: Approve a Betterment Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for a powder coat signal pole for the Redwood Road & 8200 South Project intersection, in an amount not to exceed \$7,150.50.

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

STAFF RECOMMENDATION:

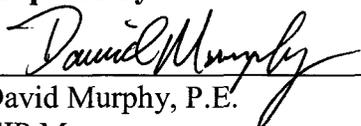
Staff recommends approval of Betterment Agreement between the UDOT and West Jordan City for a powder coat signal pole for the Redwood Road & 8200 South Project intersection, in an amount not to exceed \$7,150.50.

MOTION RECOMMENDED:

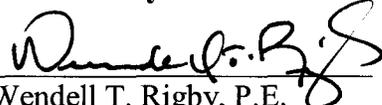
"I move to adopt Resolution No. 14-25 authorizing the Mayor to execute the Betterment Agreement between the UDOT and West Jordan City for a powder coat signal pole for the Redwood Road & 8200 South Project intersection, in an amount not to exceed \$7,150.50.

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:


Jeffery Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

As part of the 8200 South Intersection Project, the City has requested black powder coated traffic signal poles from the State Department of Transportation. This request was made to conform to the West Jordan downtown overlay design criteria. The cost for this betterment is \$7,150.00.

Attachments:

Resolution

UDOT Betterment Agreement (5 copies)

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
BETTERMENT BETWEEN THE UTAH DEPARTMENT OF
TRANSPORTATION AND THE CITY OF WEST JORDAN FOR THE
REDWOOD ROAD & 8200 SOUTH 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 a powder coat signal pole for the Redwood Road & 8200 South Project, in an amount not-to-exceed \$7,150.50; and

Whereas, the proposed Betterment Agreement between the City of West Jordan and the UDOT for a powder coat signal pole on Redwood Road & 8200 South, in an amount not-to-exceed \$7,150.50 has been reviewed; 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 for an amount not-to-exceed \$7,150.50 is acceptable for the purpose of a powder coat signal pole for the Redwood Road & 8200 South project.

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 Betterment Agreement between the City of West Jordan and the UDOT for a powder coat signal pole on Redwood Road & 8200 South, in an amount not-to-exceed \$7,150.50.

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	_____	_____



State of Utah
Department of Transportation



Betterment Agreement Local Agency	Project Description: SR-68, Redwood & 8200 South	Estimated value of betterment scope of work \$7,150.50
	Local Agency: West Jordan City Corporation	
PIN Number 7204 FINET Number FMIS Number	Project Number F-0068(54)48	Agreement Number (Assigned By Comptrollers)
	Project Location SR-68, Redwood & 8200 South West Jordan City, Utah	Date Executed

THIS AGREEMENT, made and entered into the date shown above, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **WEST JORDAN CITY CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**City**",

Subject to the attached provisions, **UDOT** will include **City** betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein. Upon signing this agreement, the **City** agrees that the cost shown below is an estimate only and that the **City** will be responsible for paying the actual costs associated with these betterment items.

WEST JORDAN CITY Betterment Items

Item #	Item Description	Estimated Cost
1	Powder Coat Signal Poles	To UDOT \$7,150.50

Total Estimated Reimbursement to UDOT is \$7,150.50.

West Jordan City Corporation

Utah Department of Transportation

By _____ Date _____
Title/Signature of Official

By _____ Date _____
Region Director

By _____ Date _____
Comptrollers Office

APPROVED AS TO LEGAL FORM
West Jordan City Attorney

By Daniel Olson Date: 2-4-14

Provisions

UDOT has prepared plans, specifications and estimates of costs for the construction of the project identified on page 1, hereinafter referred to as the "Project."

The Local Agency requested to include the betterment work items described on page 1 in the Project contract work.

UDOT is agreeable to include the Local Agency's requested betterment work 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 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.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and 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 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 to include 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 with information covering any problems or concerns the Local Agency may have with acceptance of said facilities upon completion of construction.

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.

To the extent it may 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.

It is understood that access for maintenance and servicing of the Local Agency property 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 UDOT's Manual For the Accommodation of Utilities and the Control and Protection of The State Highway Rights of Way.

UDOT represents that it has not: (1) provided an illegal gift or payoff to any Local Agency officer or employee or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Local Agency conflict of interest ordinance.; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Local Agency officer or employee of the Local Agency to breach any of the ethical standards set forth in the Local Agency conflict of interest ordinance.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. The Local Agency agrees to indemnify UDOT, its officers, employees, and agents and hold them harmless from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency failure to inspect, discover, correct, maintain or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Agency negligent acts, errors or omissions in the performance of this project. 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.

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.

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.

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.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 19, 2009.