Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received	
(office use)	

Date of Request	09/26/2017
Requesting Staff Member	Tamaran Woodland
Requested Council Date	10/03/2017
Topic/Discussion Title	A Resolution of the Salt Lake County Council Approving Execution of a Cost-Sharing Agreement with Salt Lake City for the Jordan and Salt Lake Canal Bridge Construction.
Description	Salt Lake City is going to construct a bridge across the Jordan and Salt Lake Canal per the design contracted by Salt Lake County Flood Control. Bridge will enable Flood Control crews to access and remove debris from Big Cottonwood Creek. Bridge is beneficial to both entities and design had to be increased to accommodate Flood Control equipment. City to contract with a qualified firm to complete the work. City and County to coordinate during work. County to contribute 30% of construction costs, up to \$30,000 (total project estimate \$92,000).
Requested Action ¹	Approval of Resolution
Presenter(s)	Tamaran Woodland
Time Needed ²	5 minutes
Time Sensitive ³	No
Specific Time(s) ⁴	N/A
Contact Name & Phone	Tamaran Woodland, 385-468-6632
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time list a faw preferred times



CONTRACT COVER PAGE

Contract Number: PP17123C Version: 1 Desc: FCE Cost Share Jordan & SL Can
Supplier Name: SALT LAKE CITY
Comments: FCE-Interlocal- Jordan and Salt Lake Canal Bridge Construction Cost Sharing Agreement. City to competitively procure and contract with the selected Contractor for the construction of the Jordan and Salt Lake Canal Bridge according to Appendix A. County to contribute 30% of the project up to \$30,000.00. Term for 1 year to 10/05/2018
Contract Amount: \$30,000.00
Agency Name: Flood Control Projects
Period Performance from 10/6/2017 to 10/5/2018
Procurement Type: EXI Exempt Interlocal
Reason Code: Buyer: KEldridge
payor relation

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Specific Time(s) ⁴	N/A
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² Assumed to be 10 minutes unless otherwise specified.



Supplier Contract Notification Form

Contract # (if existing)
Supplier Name
Supplier ID

Notify when ______% of contract limit spent.

Contact Name

PP1/123C	
Salt Lake City Corp Public Utilities	
4404 #2	

Please complete and attach the following information to the contract and send to Contracts and Procurement for processing.

Hard Copy of Fully Executed Contract	Returned to:	
Contact Name Kaylene Eldridge	Courier Address N3-120	
Special Instructions: Contract #: PP17123C		
Dept ID: 4610000000		
Notice of Approved Contract		
Attention to	Email	
Attention to	Email	
Attention to	Email	
Contract Expiration (Must have a PeopleSoft User ID) Notice of Expiration		
Contract Insurance Expiration (Must ha	ave a PeopleSoft User ID)	
Notice of Expiration 120 days prior	90 days prior 60 days prior other	
Contact Name	Contact Email	
Special Instructions:		
Not-to-Exceed Contracts Only: Notice	e of Approaching Limit	

Contact Fmail

RESOLUTION NO, 2017
A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE CITY FOR THE JORDAN AND SALT LAKE CANAL BRIDGE PROJECT.
WITNESSETH
WHEREAS, the Parties are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and
WHEREAS, the County contracted for the design of the Jordan and Salt Lake Canal Bridge (also referred to as Big Cottonwood Creek Bridge at Walker Lane) (the "Project"); and
WHEREAS, County and Salt Lake City ("City") previously entered into a cost-sharing agreement to contribute towards the design plan of the above Project; and
WHEREAS, the City will be contracting for the construction of the Project; and
WHEREAS, County and City have determined this Project to be in both Parties' interests, and desire to share costs for the construction of the Project; and
WHEREAS, the County and the City desire to enter into a cost sharing agreement to construct the above Project; and to enable County to contribute towards the cost of the construction of the Project; and
WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.
RESOLUTION
NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is

APPROVED and ADOPTED this _____ day of ________, 2017.

SALT LAKE COUNTY COUNCIL:

authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this

reference made a part of this Resolution.

	By:Steve DeBry, Chair	
	Date:	
ATTEST:		
Sherrie Swensen Salt Lake County Clerk APPROVED AS TO FORM: Walla Jame Angela Lane Deputy District Attorney Date: 09107117		
	Council Member Bradley voting Council Member Bradshaw voting Council Member Burdick voting Council Member DeBry voting Council Member Granato voting Council Member Jensen voting Council Member Newton voting Council Member Snelgrove voting Council Member Wilson voting	

EXHIBIT 1

INTERLOCAL AGREEMENT

COST-SHARING AGREEMENT

between

SALT LAKE COUNTY

and

SALT LAKE CITY

Jordan and Salt Lake Canal Bridge Construction

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by the between SALT LAKE COUNTY (the "County"), and SALT LAKE CITY (the "City"). The County and City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, the County contracted for the design of the Jordan and Salt Lake Canal Bridge and Access Ramp, Salt Lake County Project Number FP170001 (also referred to as Big Cottonwood Creek Bridge at Walker Lane); and

WHEREAS, County and City entered into a cost-sharing agreement to contribute towards the design plan of the above project, including the bridge design and access ramp design; and

WHEREAS, the City will be contracting for the construction of the Jordan and Salt Lake Canal Bridge (the "Project") and the County will be contracting separately for the construction of the access ramp, which will not be considered part of the Project or this Agreement; and

WHEREAS, County and City have determined this Project to be in both Parties' interests, and desire to share costs for the construction of the Project; and

WHEREAS, the County and the City desire to enter into a cost sharing agreement to construct the above Project; and to enable County to contribute towards the cost of the construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. <u>Project</u>. The Project, as set forth in Appendix A, attached hereto and incorporated herein shall be constructed by the City City will competitively progure and contract with the

selected contractor, who will be a qualified contractor, to perform the Project. City will coordinate with County during the construction of this Project.

- 2. Finance. The estimated cost for the Project is Ninety-Two Thousand Dollars (\$92,000.00), as set forth in Appendix B attached hereto and incorporated by reference, which cost shall be shared between City and County as set forth below. County agrees to contribute approximately 30% of construction costs for bridge and City agrees to contribute approximately 70% of construction costs for the bridge. County agrees to contribute not-to-exceed Thirty Thousand Dollars (\$30,000) to the City to assist the City in procuring and paying for the necessary services to construct the Project. City shall provide County with an invoice for this cost, which undisputed invoice County agrees to pay within thirty days of receipt. In the event that greater funds are necessary to complete the project, City will contact County for further consultation. County will not be held responsible for further contributions except as agreed in a writing signed by both parties.
- 3. <u>Duration and Termination.</u> This Agreement shall take effect upon execution and terminate one year from the date of execution. The term may be extended by a writing signed by both Parties.
- 4. <u>Liability</u>. Both Parties are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. §§ 63G-7-101 to -904 (2010). Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
- 5. <u>Indemnification</u>. The City agrees to indemnify and hold the County, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of City, its officers, agents, and employees.

The County agrees to indemnify and hold the City, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of County, its officers, agents, and employees.

6. <u>Notice</u>. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by an 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 certified and addressed to the Parties as set forth below:

The County:

Salt Lake County
Public Works Director
2001 South State Street, N3-120
Salt Lake City, Utah 84100

The City:

Salt Lake City

Director, Department of Public Utilities

1530 South West Temple Salt Lake City, Utah

- 7. County Ethical Representation. The COUNTY represents that it has not:
- a. Provided an illegal gift or payoff to a CITY officer or employee or former CITY officer or employee, or his or her relative or business entity;
- b. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business;
- c. Knowingly breached any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or
- d. Knowingly influenced, and hereby promises that it will not knowingly influence, a CITY officer or employee or former CITY officer or employee to breach any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
 - 8. <u>City Ethical Representation</u>. The CITY represents that it has not:
- e. Provided an illegal gift or payoff to a COUNTY officer or employee or former COUNTY officer or employee, or his or her relative or business entity;
- f. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business;
- g. Knowingly breached any of the ethical standards set forth in the COUNTY's conflict of interest ordinance, Chapter 2.07, Salt Lake County Code; or
- h. Knowingly influenced, and hereby promises that it will not knowingly influence, a COUNTY officer or employee or former COUNTY officer or employee to breach any of the ethical standards set forth in the COUNTY's conflict of interest ordinance, Chapter 2.07, Salt Lake County Code.
- 9. <u>Miscellaneous Provisions</u>. It is mutually agreed and understood by and between said Parties that:

	a.	Agents, employees, or representatives of each Party shall not be deemed to
be the agents,	employ	ees or representatives of the other;

- b. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
- c. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking.
- d. The County designates Kade Moncur as representative to assist in the management of this Agreement. The City designates _____ as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

SALT LAKE COUNTY

mst written accord.	SALT LAKE COUNTY
	By Mayor or Designee
SALT LAKE COUNTY ADMINISTRATIVE APPROVAL: By: Kade Moncur, Division Director Date: 9 21 20 7	SALT LAKE COUNTY APPROVAL AS TO FORM: By:
	SALT LAKE CITY CORPORATION By Laura Briefer Director, Department of Public Utilities Date:
ATTEST	SALT LAKE CITY APPROVAL AS TO FORM:
City Recorder	By:E. Russell Vetter, Deputy City Attorney

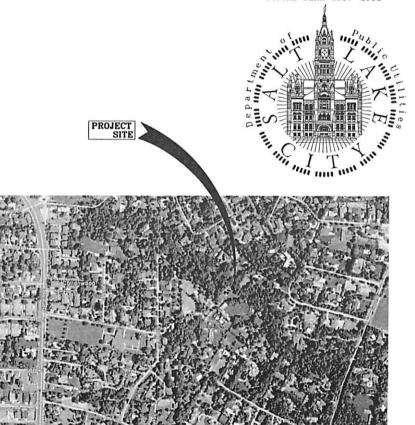
Date:

Appendix A – Construction Drawings

SALT LAKE CITY CORPORATION THE DEPARTMENT OF PUBLIC UTILITIES

DRAWINGS FOR CONSTRUCTION OF JORDAN AND SALT LAKE CANAL BRIDGE

PROJECT NO. XXXXXXXX FISCAL YEAR 2017-2018



PROJECT LOCATION

JACKIE BISKUPSKI - MAYOR

CITY COUNCIL

JAMES ROGERS ANDREW JOHNSTON STAN PENFOLD DEREK KITCHEN ERIN MENDENHALL CHARLIE LUKE LISA ADAMS

APPROVED

LAURA BRIEFER

APPROVED

.....

JASON BROWN, P.E.

CARL L. COOK, P.E.

DECEMBER OF SERVICES (186-07 1315e 200 TO 04700 TO 04700 TO . ma unosco . ma unosco . ma coscosco . ma coscosco Age Age REVISIONS TNO

INDEX AND GENERAL NOTES

AND SALT LAKE CANAL BRIDGE NAGROU SALT LAKE CITY DEPARTMENT OF PUBLIC UTLITIES



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GENERAL NOTES

BRIDGE FOUNDATION PLAN & SECTIONS EROSION CONTROL BRIDGE SITUATION & LAYOUT INDEX AND GENERAL NO SURVEY CONTROL SHEET TITLE

SHEET INDEX

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DRAWING

SHEET NO.

12212

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 - - COORDINATION COMPLICION TO NOTIFY THE FOLLOWING 48 HOURS PHUGE TO CONSTRUCTION:
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 HIS SHELLOW HE PROJECT.
 B. THE SALT LAWE CITY COMMUNITY & ECONOMIC DEVELOPMENT DEPAITMENT ENGINEER &
 80 MOS-46 COLOTING SERVICES & (90) MOS-100
 S. BLIE STAKES LOCATING SERVICES & (90) MOS-100
 S. BLIE STAKES LOCATING SERVICES & (90) MOS-100
 S. SALT AVEC COUNTY HALL IN HOSE GROUNDES: SANITATION AND SAFETY & (90) 1913-8641.
- CONTRACTOR TO PROVIDE AND DISTRIBUTE APPROVED WRITTEN NOTICE OF CONSTRUCTION TO ALL RESIDENTS LOCATED IN THE CONSTRUCTION AREA AT LEAST 24 HOURS PRIOR TO CONSTRUCTION, WRITTEN DOTIES TO BE APPROVED BY THE SALT LAVE CITY DEPARTMENT OF PUBLIC UTILITIES PROJECT ENGINEER.
- PERMITS: CONTRACTOR TO OBTAIN ALL NECESSARY PERMIT(S) AND COMPLY WITH ALL REQUIREMENTS.
- SCHEDULE.
 CONTRACTION WILL PROVIDE AND UPDATE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH
 THE SPECIFICATIONS AND SALT LAVE CITY DIGGREEPING DIVISION REGULATIONS FOR WORKING IN
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- CONTRACTOR RESPONSIBLE: CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS: WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING. Ë
 - CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS NECESSARY TO COMPLETE THE PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF SERVICE LINES FOR SERVEN, WITER AND OTHER UTILITIES, AND REPAIRING ANY DAMAGE TO SUCH LINES AS A RESUL! OF THE CONTRACTOR'S OFFERITIONS.
 - CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PUBLIC, PROJECT PERSONNEL, AND MORKERS.
- THE CONTROLOR SALL INVERT. ALL PRECAUTIONARY MEASURES INCEESSARY TO PROTECT THE TOWN DAMAGE. ALL STOCK THE THORN DAMAGE. ALL STOCK THE PROPORTION OF STOCK ALL STOCK THE PROPORTION OF STOCK THE STEPAKTION OF PERMITTENS ON STRUCTURES DAMAGED BY THE CONTROLOR OF PERMITTENS SHOULD BE THE CONTROLOR STOCK THE STEPAKTION OF THE CONTROLOR OF THE SALISYACTION OF THE OWNER AT THE EXPENSE OF THE CONTROLOR.
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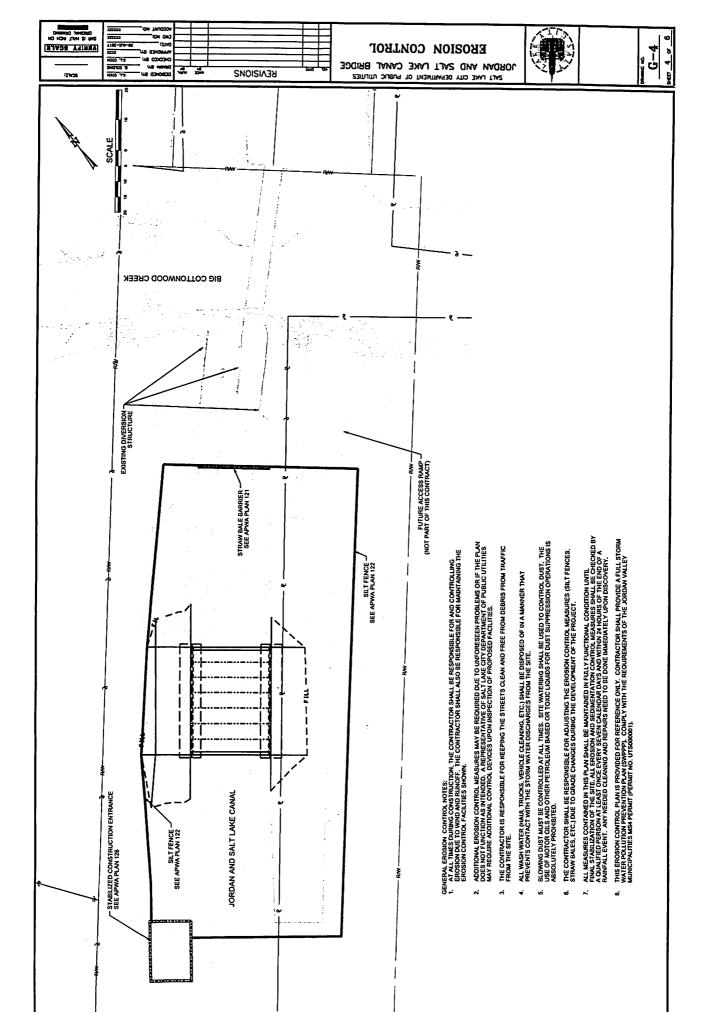
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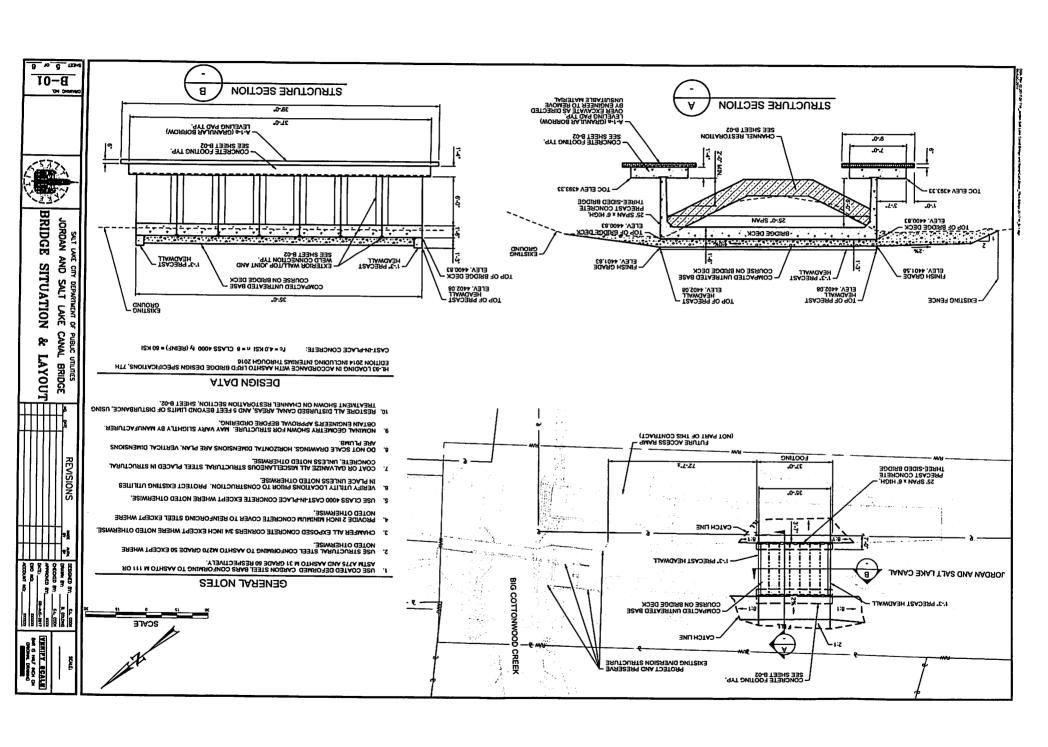
JORDAN AND SALT LAKE CANAL BRIDGE

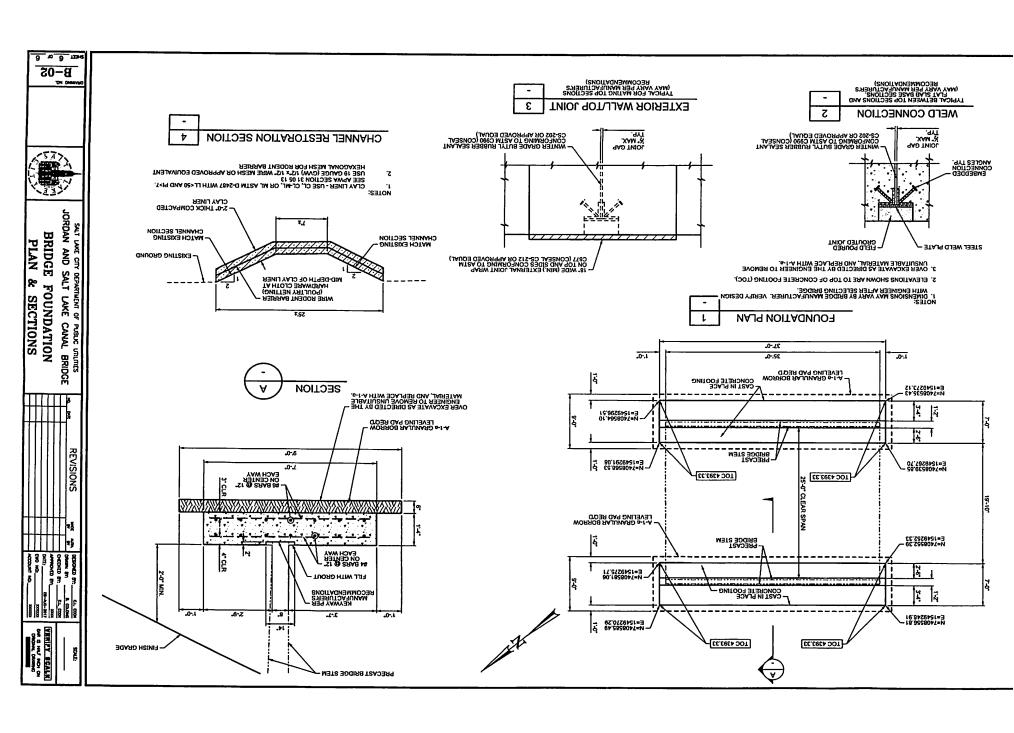


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Appendix B – Cost Estimate

Jordan and Salt Lake Canal Bridge Near 2100 East 5100 South, Holladay, Utah

	Opinion of Estimated Construction	on Costs			
90 Percent Design					
					Updated 8/8/20
	Precast Concrete Bridge Over Canal (25 ft Span x 6 ft Rise x 35 ft Wide)				
Item	, , , , , , , , , , , , , , , , , , , ,				
No.	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization	Lump Sum	1	\$7,500.00	\$10,000
2	Survey	Lump Sum	1	\$1,500.00	\$1,500
3	Traffic Control	Lump Sum	1	\$1,000.00	\$1,000
4	Environmental Controls	Lump Sum	1	\$1,500.00	\$1,500
5	Structural Concrete (Bridge Footings, includes approximately 4,500 lb reinforcing steel)	Cubic Yards	20	\$725.00	\$14,500
6	Precast Concrete Bridge (25 ft Span x 6 ft Rise x 35 ft Wide)	Lump Sum	1	\$55,000.00	\$55,000
	Subtotal				\$83,500.
	10 Percent Contingency				\$8,350
	Right-of-Way				\$0
	Utilities				\$0
	Total Cost				\$91,850.
	USE				\$92,000