

RESOLUTION NO. _____, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
THE AN AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION FOR A NEW FORCE MAIN SEWER ON CALIFORNIA
AVENUE, BENEFITING THE SALT LAKE COUNTY LANDFILL.

W I T N E S S E T H

WHEREAS, Salt Lake County (“County”) operates the Salt Lake Valley Solid Waste Management Facility (the “Landfill”); and

WHEREAS, the Landfill uses an underground force main sewer lateral line that runs adjacent to California Avenue; and

WHEREAS, Utah Department of Transportation (“UDOT”) is undertaking significant modifications to California Avenue (“Project”), including widening the roadway such that the sewer line will be underneath the roadway rather than in the shoulder; and

WHEREAS, County will eventually be required to upgrade the sewer line, requiring significant excavation and traffic disruption on California Avenue; and

WHEREAS, UDOT has agreed to make the sewer line improvements concurrent with the road construction project in exchange for a lump sum payment by County of \$128,438.90 as described in UDOT Betterment Agreement No. 1, attached hereto and incorporated as “Exhibit 1”; and

WHEREAS, The Project will benefit the County because the sewer line upgrade will cost less and cause less disruption if done concurrent with the road construction; and

WHEREAS, UDOT will benefit by not having the newly constructed portion of California Avenue adjacent to the Landfill disturbed in the future for repairs to the County’s sewer line.

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RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Salt Lake County Council authorizes the Mayor to execute the Betterment Agreement No. 1, Exhibit 1.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

By: _____
MAX BURDICK, Chair

ATTEST:

Sherrie Swensen,
Salt Lake County Clerk

APPROVED AS TO FORM:

Ryan W. Lambert February 18, 2020
Deputy District Attorney

VOTING:

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Ghorbani voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____

Exhibit 1
UDOT Betterment Agreement No. 1

Local Agency Lump Sum Betterment Agreement No. 1	Betterment Description: 1. Salt Lake County Betterments – California Ave. sewer lateral Local Agency: Salt Lake County	Lump Sum Cost for Betterment \$128,438.90
PIN: 13149 FINET/CID: 72192	Project Number: S-0085 (9) Project Name: SR-85, MVC; 4100 South to SR-201	Agreement Number
		Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, (“**UDOT**”), and **Salt Lake County** a political subdivision of the State of Utah, (“**Local Agency**”).

Subject to the attached provisions, UDOT will include the following betterment work items into the above referenced Project and will oversee construction of the betterment work. Upon signing this Agreement, the Local Agency agrees that the costs shown below are lump sums and that the Local Agency will only be responsible for paying the lump sum costs associated with these betterment work items.

Description of Betterment Work:

1. Install a new force main sewer lateral to be relocated outside of California Avenue. See Exhibit A for Costs.

Item No.	Description	Lump Sum Cost
1	Force main sewer lateral to be relocated outside of California avenue.	\$128,438.90
2		
3		
Total Local Agency Betterment Work		\$128,438.90

The total lump sum cost of the betterment work shall be advanced / deposited with UDOT within 60 days of the execution of this agreement. The Local Agency shall deposit the stated amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.



Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. 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. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the 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 the 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, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit and abide by the conditions thereof for policing

and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

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. 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. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

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 further 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 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 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 its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer 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 signed written modification to this Agreement is required prior to the start of work on the changes or additions.

VI. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

Local Agency			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Director		
By		Date	By		Date
Title/Signature of additional official, if required					
By		Date	By		Date
Title/Signature of additional official, if required					
By		Date	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

Approved as to form

Ryan W. Lambert 02/12/2020
Deputy District Attorney

Mountain View Corridor Constructors
3959 West 1820 South Suite 250
Salt Lake City, UT 84104
Project Name: Mountain View Corridor
Project No: S-0085(9)
EXHIBIT A - Estimate

PCO-055 1300S Sewer Enhancement									
Description	C E-(TO) Qty	C E-UOM	Labor	Construction Equipment (Owned)	Fully Operated and Maintained Equipment	Materials & Supplies	Subcontract	Incidental Job Burden	Total
PCO-055 1300S Sewer Enhancement	1.00	PLS	\$3,800.00	\$0.00	\$0.00	\$1,500.00	\$109,670.55		\$114,970.55
California Sewer Main Work (Noland)	1.00	PLS	\$0.00	\$0.00	\$0.00	\$0.00	\$105,024.55		\$105,024.55
Design Cost (Parsons)	1.00	PLS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,646.00		\$2,646.00
MOT Equipment and Set Up	1.00	PLS	\$3,800.00	\$0.00	\$0.00	\$1,500.00	\$2,000.00		\$7,300.00
Subtotal			\$3,800.00	\$0.00	\$0.00	\$1,500.00	\$109,670.55		\$114,970.55
Incidental Job Burden (Maintain SWPPP, MOT, Locates) 3% As Bid								\$3,449.12	\$3,449.12
Total			\$3,800.00	\$0.00	\$0.00	\$1,500.00	\$109,670.55	\$3,449.12	\$118,419.67
Markup %			15%	10%	10%	10%	7.5%	15%	
Markup Value			\$570.00	\$0.00	\$0.00	\$150.00	\$8,225.29	\$517.37	\$9,462.66
Bond & Insurance @ 0.47%			\$17.86	\$0.00	\$0.00	\$7.05	\$515.45	\$16.21	\$556.57
Grand Total			\$4,387.86	\$0.00	\$0.00	\$1,657.05	\$118,411.29	\$3,982.69	\$128,438.90