

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-07

A RESOLUTION APPROVING A FEDERAL AID AGREEMENT
FOR LOCAL AGENCY PROJECT THROUGH
UTAH DEPARTMENT OF TRANSPORTATION
(FORT UNION BLVD. / HIGHLAND DRIVE INTERSECTION)

WHEREAS, Utah Department of Public Transportation (“UDOT”) administers grants of Federal funds for local transportation projects within the state of Utah; and

WHEREAS, UDOT is authorized to administer a grant of up to \$4,539,311 in Federal funds to the city of Cottonwood Heights (the “City”) for use in improving the intersection of Fort Union Blvd. and Highland Drive in the City, as contemplated by a “Federal Aid Agreement for Local Agency Project” (the “Agreement”) submitted by UDOT to the City for approval; and

WHEREAS, the city council (the “Council”) of the City met in regular session on 11 February 2014 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with UDOT is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-07, shall take effect immediately upon passage.

PASSED AND APPROVED this 11th day of February 2014.

ATTEST:



By: Kory Solorio
Kory Solorio, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By: Kelvyn H. Cullimore, Jr.
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 11^h day of February 2014.

RECORDED this __ day of February 2014.

614022.1



**State of Utah
Department of Transportation**



Federal Aid Agreement for Local Agency Project CFDA No. 20.205	CITY OF COTTONWOOD HEIGHTS - <i>John Parke</i> <i>Liane Stillman</i>	Maximum Project Value Authorized \$4,539,311
PIN Number 8110 FINET Number 53084 FMIS Number F006566	Project Number F-LC35(202) Project Location FORT UNION BLVD & HIGHLAND DRIVE INTERSECTION	Agreement Number (Assigned By Comptrollers) Date Executed

The Utah Department of Transportation (UDOT) will authorize the Local Agency to proceed on the project upon execution of this agreement providing the Local Agency has complied, or hereby agreed to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87, and A-133, (4) Utah State Code, (5) Utah Department of Transportation Local Government and State Aid Project Guide, (6) the Federal Aid Project Agreement entered into between UDOT and the Federal Highway Administration (FHWA), relative to the above project. Federal funds which are to be obligated for the project may not exceed the amount shown herein, without written authority by UDOT, subject to the approval of FHWA. All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. The Local Agency is responsible for all increased costs to UDOT if the Local Agency decides not to proceed after signing this agreement. 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.

State Wide Transportation Improvement Program STIP 2012 - 2015

Fund*	Prior	2012	2013	2014	2015	Total	Fed Aid	State	Other	Pct
STP_URB_SL	\$0	\$10,726	\$536,308	\$1,459,831	\$2,532,446	\$4,539,311	\$4,232,000	\$0	\$307,311	6.77%
Total:	\$0	\$10,726	\$536,308	\$1,459,831	\$2,532,446	\$4,539,311	\$4,232,000	\$0	\$307,311	6.77%

*<http://www.udot.utah.gov/go/stipfundtable>

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 above. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$4,539,311 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to *John Parke* ~~Liane Stillman~~ at *ESTILLMAN@CH.UTAH.GOV* the 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.

CITY OF COTTONWOOD HEIGHTS Official

Utah Department of Transportation

By _____ Date _____ By _____ Date _____
Mayor Kelvyn Cullimore Region Director

Attest: *Kory Solomon, Recorder* By _____ Date _____
 Comptrollers Office

Provisions

I. Roles and Responsibilities:

In accordance with 23 U.S.C. 106© and 23 CFR 635.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

II. 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 1.9(b).

III. Agreement provisions:

The Local Agency accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

IV. 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 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 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.

V. 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.
- e. 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.

VI. 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.

VII. 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. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."

VIII. 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.

IX. Payment and Reimbursement to UDOT:

UDOT shall not be ultimately responsible for any of the cost of the project. 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 overruns in costs, 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 close out of the project.

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

X. Reimbursement Claims by Local Agency:

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.

XI. Right of Way:

The Local Agency shall comply with 23 CFR 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 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html> (6) Property not incorporated into a project funded under title 23 of the United States Code.

For real property disposals the Local Agency shall comply with 23 CFR 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 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.

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>

XII. 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 agrees they will be responsible for 100% of the costs of all change orders on the project not reimbursed by FHWA.

XIII. 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.

XIV. H.B. 296 (UCA 72-6-108.5. Class B and C Roads – Federal-aid Highway Construction Contracts):

If the local authority desires to participate as provided in H.B. 296 (General Session 2011) to be an additional contracting party and included as an additional bondholder or obligee on the performance bond, a signed letter is to be included as an attachment to this Federal Aid Agreement. This letter must be on Local Agency letterhead and signed by the same individual that has signed the first page of this Federal Aid Agreement. This provision applies only to Federally Funded projects and only on B and C roads. *(Provision added November 7, 2011.)*

XV. Content Review

Language content was reviewed and approved by the Utah AG's office on November 7, 2011.



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 7/18/2012
PM REQUEST DATE 7/17/2012

FEDERAL AID
AGREEMENT NO.

Project No.: F-LC35(202) PIN No.: 8110
Project Location: FORT UNION BLVD & HIGHLAND DRIVE INTERSECTION FINET Prog Code No.: 53084

UDOT Project Manager	UDOT Contract Administrator
Ritchie Taylor 2010 South 2760 West Salt Lake City, UT 84104 (801)887-3631 ritchietaylor@utah.gov	Michael R. Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
CITY OF COTTONWOOD HEIGHTS 1265 E. FORT UNION BLVD STE.250 Cottonwood Heights, UT 84047 Liane Stillman, (801) 545-4154 LSTILLMAN@CH.UTAH.GOV

*John Park
jpark*

Project Value	\$4,539,311
Federal Match	\$4,232,000
Local Government Match	\$307,311
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	7/18/2012
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	