

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-20

A RESOLUTION APPROVING AND RATIFYING A PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT WITH UDOT AND ROCKY MOUNTAIN POWER

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 22 April 2014 to consider, among other things, approving and ratifying a “Preliminary Engineering Reimbursement Agreement” (the “*Agreement*”) with Utah Department of Transportation (“*UDOT*”) and Rocky Mountain Power d/b/a PacifiCorp (“*RMP*”) whereunder UDOT will reimburse RMP for the cost (estimated at \$44,329) of relocating RMP’s power lines affected by the widening of the intersection of Highland Drive and Fort Union Blvd. under Local Government Project No. F-LC35(202), on the terms and conditions specified in the Agreement; and

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

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify 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 is hereby approved and ratified, 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. 2014-20, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of April 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By

  
\_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:



  
\_\_\_\_\_  
Kory Solario, Recorder

**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 22<sup>nd</sup> day of April 2014.

**RECORDED** this 23 day of April 2014.

618978.1

Project No. F-LC35(202); Salt Lake County  
Fort Union Blvd. and Highland Drive Intersection  
Rocky Mountain Power dba Pacificorp  
Rocky Mountain Power File No. R2-123 Work Order #: 10046936  
Cottonwood Heights Corporation  
CID No. 53083 PIN 8110

## **PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **ROCKY MOUNTAIN POWER, dba PACIFICORP**, a Registered Corporation in the State of Oregon, hereinafter referred to as the "**Company**", and **COTTONWOOD HEIGHTS CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**City**",

### **WITNESSETH:**

**WHEREAS**, **UDOT** is engaged in preparing plans, specifications and estimates of costs toward constructing a Local Government Project known as F-LC35(202); Fort Union Blvd. and Highland Drive Intersection, in Cottonwood Heights City, Salt Lake County, Utah, hereinafter referred to as the "Project"; and

**WHEREAS**, the widening of the intersection of Ft. Union Boulevard and Highland Drive in conjunction with the Project impacts the **Company's** Transmission Lines; and

**WHEREAS**, the **City** has requested the relocation of the **Company's** transmission facilities to accommodate the Project; and

**WHEREAS**, given the voltage class involved with this relocation, a professional transmission engineering design will be required in order to provide the Project with a construction estimate of cost; and

**WHEREAS**, the parties hereto have agreed to work cooperatively to provide engineering services for the relocation of the **Company's** power lines including construction costs, outage availability, and utility coordination.

**WHEREAS**, in accordance with Utah Code Annotated 1953, as amended effective July 1, 2008, 72-6-116, Regulation of Utilities - Relocation of Utilities, **UDOT** will pay 100% of the cost of relocation of the **Company's** facilities where **Company** owns the easement or fee title to the right-of way in which the facilities are located; and

**WHEREAS**, reimbursable costs for work performed under the provisions of this agreement shall be developed in accordance with 23 CODE OF FEDERAL REGULATIONS, Part 645, Subpart A, Utility Relocation, Adjustments and Reimbursement; and

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**THIS AGREEMENT** is made to set out the terms and conditions where under said work shall be performed.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

### **Special Provisions**

1. The Company agrees to complete the Professional Design Engineering as described:

- Secure new right of way
- Engineering and design to support the permitting process
- Mapping data and digital imagery
- Geotechnical studies
- Verify the design meets the Pacificorp, NESC and OSHA clearance requirements
- Determine what environmental conditions need to be checked
- Final engineering design, construction procurement package and construction bid packages
- Attend on-site pre-construction meeting

### **General Provisions**

2. The **Company**, with its regular engineering forces at its standard schedule of wages and working hours, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation, shall perform the necessary field and office engineering, to perform the work covered herein.

3. **UDOT** will reimburse the **Company** for 100% of the actual costs incurred by the **Company** for performing the work covered herein. The Estimate of the total cost of said work was furnished by the **Company** to **UDOT** under date of March 10, 2014, in the total amount of Forty-Four Thousand, Three-Hundred and Twenty-Nine Dollars (\$44,329.00). The estimate is based upon the prices of labor current as of the date of said estimate. The Estimate does not account for increases due to unknown and unforeseen hardships in accomplishing the work. A summary of the estimated cost of the work is marked "EXHIBIT A", attached hereto and thereby made a part hereof.

**TOTAL ESTIMATED COST TO UDOT IS \$44,329.00**

NOTE: The above are estimates only. Total payment to the **Company** by **UDOT** will be based on the actual costs incurred as determined after completion of the work.

4. 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.

5. The **Company** shall submit itemized bills covering their actual costs incurred for performing the work covered herein bearing the project number together with supporting sheets and/or one final and complete billing the actual costs incurred within one (1) year following completion of the work by the **Company** on **UDOT's** project to **UDOT's** Construction Division, 4501 South 2700 West, Salt Lake City, Utah 84114-8405, Attention: Contracts, Estimates and Agreements Supervisor, otherwise previous payments to the **Company** may be considered final, except as agreed to between the parties hereto in advance. **UDOT's** Resident Engineer will review said billings, give verification of the work performed and forward said billings, indicating **UDOT's** reimbursable amount, to **UDOT's** Construction Office for processing. **UDOT** will reimburse the **Company** within sixty (60) days after receipt of said billings, but only for those items complying fully with the provisions of 23 C.F.R. § 645, Subpart A, (2012). Failure on the part of the **Company** to submit said billings within said one (1) year time limit will result in **UDOT's** disallowance of that portion of work performed by the **Company**. Any work performed without proper notification to **UDOT's** Resident Engineer's office will be cited to the **Company** and deducted from the reimbursement.

6. If **Company's** actual costs incurred for their force account work differs more than 10% plus or minus per line item from the amount contained herein then **Company** is required to submit a letter of explanation with their billings indicating why and how said difference in costs occurred. **Company** is required to match their billings of completed work with their detailed estimates contained herein.

7. Reimbursable costs for work performed under the provisions of this agreement shall be developed in accordance with 23 C.F.R. § 645, Subpart A. See § 645.113 and 645.117.

8. **UDOT** and/or the Federal Highway Administration shall have the right to audit all cost records and accounts of the **Company** pertaining to this project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, Subpart A, (2012). Should this audit disclose that the **Company** has been underpaid, the **Company** will be reimbursed by **UDOT** upon submission of additional billing to cover the underpayment. Should this audit disclose that the **Company** has been overpaid, the **Company** will reimburse **UDOT** in the amount of the overpayment. For purpose of audit the **Company** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after final payment is received by the **Company** from **UDOT**.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:



ROCKY MOUNTAIN POWER dba PACIFICORP,  
a Registered Corporation in the State of Oregon

*Julie C Hansen*

Title: Assistant  
Date: 3/28/14

By: *Paul Radtke*  
Title: Vice President, Operations  
Rocky Mountain Power  
Date: 3-28-14

(IMPRESS SEAL)

\*\*\*\*\*

ATTEST:



COTTONWOOD HEIGHTS CORPORATION,  
A Municipal Corporation in the State of Utah

*Kouk Shous*  
Title: CITY RECORDER  
Date: 4-8-14

By: *Kouk Shous*  
Title: MAYOR  
Date: 4-8-14

(IMPRESS SEAL)

\*\*\*\*\*

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Region Utility and Railroad Leader

By: \_\_\_\_\_  
Region Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE:

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

\_\_\_\_\_  
Contract Administrator  
Date: \_\_\_\_\_

3-12-2014



## DETAILED ESTIMATE OF COST

### UDOT PROJECT - F-LC35(202); Fort Union Blvd. & Highland Dr Intersection

Rocky Mountain Power File No. R2-123  
Work Order 10046936

10-Mar-14

<b>Total Project Estimated Cost</b>	<b>\$44,329</b>
<b>UDOT Total Estimated Cost</b>	<b>\$44,329</b>

Cottonwood Heights city has requested relocation of RMP facilities for an intersection widening at Fort Union Blvd and Highland Dr. This project will require Rocky Mountain Power to relocate existing transmission structures. The relocation will be designed to PacifiCorp's minimum standards.

Given the voltage class involved with this relocation, a transmission engineering design will be required in order to provide a construction estimate.

New right of way will need to be secured using RMP's template prior to construction.

Typical engineering tasks are listed below:

- Engineering and design to support the permitting process.
- Mapping data and digital imagery
- Geotechnical Studies
- Verify the design meets the PacifiCorp, NESC and OSHA clearance requirements
- Determine what environmental conditions needs to be checked
- Final engineering design, construction procurement package and construction bid packages
- Attend on-site pre-construction meeting
- Project Management

INTERNAL LABOR	QTY	UNIT	UNIT COST	TOTAL COST
Estimator	16	Hrs.	\$110	\$1,760
Project Manager / Inspector	16	Hrs.	\$130	\$2,080
Engineer	90	Hrs.	\$125	\$11,250
Project Sponsor	40	Hrs.	\$90	\$3,600
Drafter / Designer	16	Hrs.	\$78	\$1,248

EXHIBIT A

Property Services	16	Hrs.	\$78	\$1,248
<b>Total Estimated Labor Cost</b>				<b>\$21,186</b>

<b>EXTERNAL CONTRACT SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Survey	1	Lot	\$5,000	\$5,000
Geotechnical Study	1	Lot	\$10,000	\$10,000
<b>Total Estimated Contract Services</b>				<b>\$15,000</b>
PacifiCorp Surcharge / Overheads	13.00%	of	\$36,186	\$4,704
AFUDC	8.41%	of	\$40,890	\$3,439
<b>Total Estimated Surcharge</b>				<b>\$8,143</b>
Less Salvage				\$0
<b>Total Estimated Cost</b>			<b>Work Order 10046936</b>	<b>\$44,329</b>
<b>Utah Department of Transportation Estimated Cost (100% of total cost)</b>				<b>\$44,329</b>

\*\*\* Estimate expires after 90 days \*\*\*