



**COUNCIL TRANSMITTAL**

**TO:** Rocky J. Fluhart   
Chief Administrative Officer

**DATE:** August 31, 2005

**FROM:** Rick Graham, Public Services Director 

**SUBJECT:** Interlocal Cooperative Agreement with Utah Department of Transportation for construction of sidewalk and pedestrian safety features at 400 West under the North Temple Viaduct, City Job No. 106032.

**STAFF CONTACT:** Richard A. Johnston, P.E., Deputy City Engineer, 535-6232

**DOCUMENT TYPE:** Interlocal Cooperative Agreement

**RECOMMENDATION:** Approve Agreement

**BUDGET IMPACT:** A request to create a budget in the amount of \$7,000 from UDOT funds and a budget of \$6,000 from private funds is included in the September budget opening. It is not necessary to obligate funds until the project is advertised for bid and subsequently awarded to the low bidder. The project will be bid in the spring of 2005 with construction to take place in May 2006.

**BACKGROUND/DISCUSSION:** A \$36,000 CIP project has been established to build sidewalk and pedestrian improvements on the west side of 400 West under the North Temple viaduct. The project is to be funded by the Redevelopment Agency (\$23,000), UDOT (\$7,000) and the adjacent property owners, Gastronomy, Inc. (\$6,000). This agreement outlines UDOT's participation.

**PUBLIC PROCESS:** Adjacent property owners to be coordinated with during construction.

RESOLUTION NO. \_\_\_\_\_ OF 2005  
AUTHORIZING THE APPROVAL OF AN  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN SALT LAKE CITY CORPORATION AND  
THE UTAH DEPARTMENT OF TRANSPORTATION

CHIEF DEPUTY C

APPROVED AS TO FORM

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

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WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

1-RESOL-UTHinterlocal UDOT ped safety No temple 1-2-05

A COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY CORPORATION REGARDING SALT LAKE COUNTY PEDESTRIAN SAFETY ISSUES UNDER EAST END OF NORTH TEMPLE VIADUCT, PROJECT NUMBER SP-0186(8)4.

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SALT LAKE CITY COUNCIL

By: \_\_\_\_\_  
CHAIRPERSON

Recorder

SP-0186(8)4; Salt Lake County  
Pedestrian Safety Issues under East End of North  
Temple Viaduct  
**SALT LAKE CITY CORPORATION**  
**UTAH DEPARTMENT OF TRANSPORTATION**  
Authority No. 70558 PIN 4557

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **SALT LAKE CITY CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**City**",

**WITNESSETH:**

**WHEREAS**, the **City** has developed plans, specifications and estimates of cost to provide for the installation of pedestrian improvements under the east end of the North Temple Viaduct at the location of 400 West and North Temple (State Route 186 at Mile Post 4.2) , in Salt Lake City, Salt Lake County, Utah, hereinafter referred to as the "Project"; and

**WHEREAS**, the **City** will perform the design, advertisement and administer construction for the Project including sidewalk, landscaping, ADA compliant access ramps and pathway, traffic island modifications, utility work, roadway modification of the 400 West off ramp, and any other items of work required to provide an ADA compliant path between the existing sidewalk south of the off ramp to the existing sidewalk in front of the hardware building north of the Viaduct, as shown on the **City** provided plan sheet, a copy of which is marked EXHIBIT A, attached hereto and thereby made a part hereof; and

**WHEREAS**, **UDOT** will participate in the cost of the Project in the lump sum amount of \$7,000.00 as contained herein; and

**WHEREAS**, the parties hereto have determined by formal finding that payment for said work on public right of way is not in violation of the laws of the State of Utah or any legal contract with the **City**.

**SALT LAKE CITY CORPORATION**  
**UTAH DEPARTMENT OF TRANSPORTATION**  
Authority No. 70558 PIN 4557

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

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

1. The **City** will provide the Project design, will award a contract to the lowest qualified bidder, and administer construction of the Project work. The **City** provided cost estimate in the amount of \$36,000.00 for the Project work is marked EXHIBIT B, attached hereto and thereby made a part hereof.

2. **UDOT** will participate in the cost of the Project work in the lump sum amount of Seven Thousand Dollars (\$7,000.00). **UDOT** Project reimbursement funds will be available at the beginning of Fiscal Year 2006. The **City** will submit to **UDOT** a request for said lump sum reimbursement to: Utah Department of Transportation, Region Two NW Traffic Engineer, 2010 South 2760 West, Salt Lake City, Utah 84104.

**TOTAL LUMP SUM REIMBURSEMENT TO THE CITY IS \$7,000.00.**

3. Upon completion of the Project work, the **City** shall thereafter own and maintain the Project improvements described herein at no further cost to **UDOT**.

4. All terms and conditions contained herein will perpetuate to the benefit of and be binding upon the parties hereto, their successors and assigns until such time that a modification or termination to this agreement is approved in writing by the parties hereto.

SP-0186(8)4; Salt Lake County  
Pedestrian Safety Issues under East End of North  
Temple Viaduct  
**SALT LAKE CITY CORPORATION**  
**UTAH DEPARTMENT OF TRANSPORTATION**  
Authority No. 70558 PIN 4557

**5. INTER-LOCAL CO-OPERATION ACT REQUIREMENTS**

- a. This agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Inter-local Co-operation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");
- b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Act;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
- e. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set forth herein, it shall be administered by the mayor of the **City** and the Region Director of **UDOT**, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this agreement, such party shall do so in the same manner that it deals with other property of such party.

SALT LAKE CITY CORPORATION  
UTAH DEPARTMENT OF TRANSPORTATION  
Authority No. 70558 PIN 4557

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:

SALT LAKE CITY CORPORATION,  
a Municipal Corporation of the State  
of Utah.

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

By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

(IMPRESS SEAL)

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 9-19-05

By *[Signature]*

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Traffic & Safety Design Engineer  
Date: \_\_\_\_\_

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

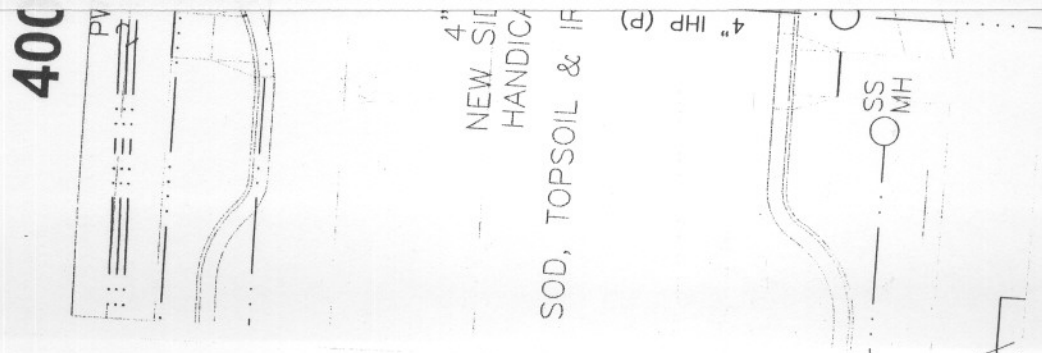
APPROVED AS TO FORM:

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

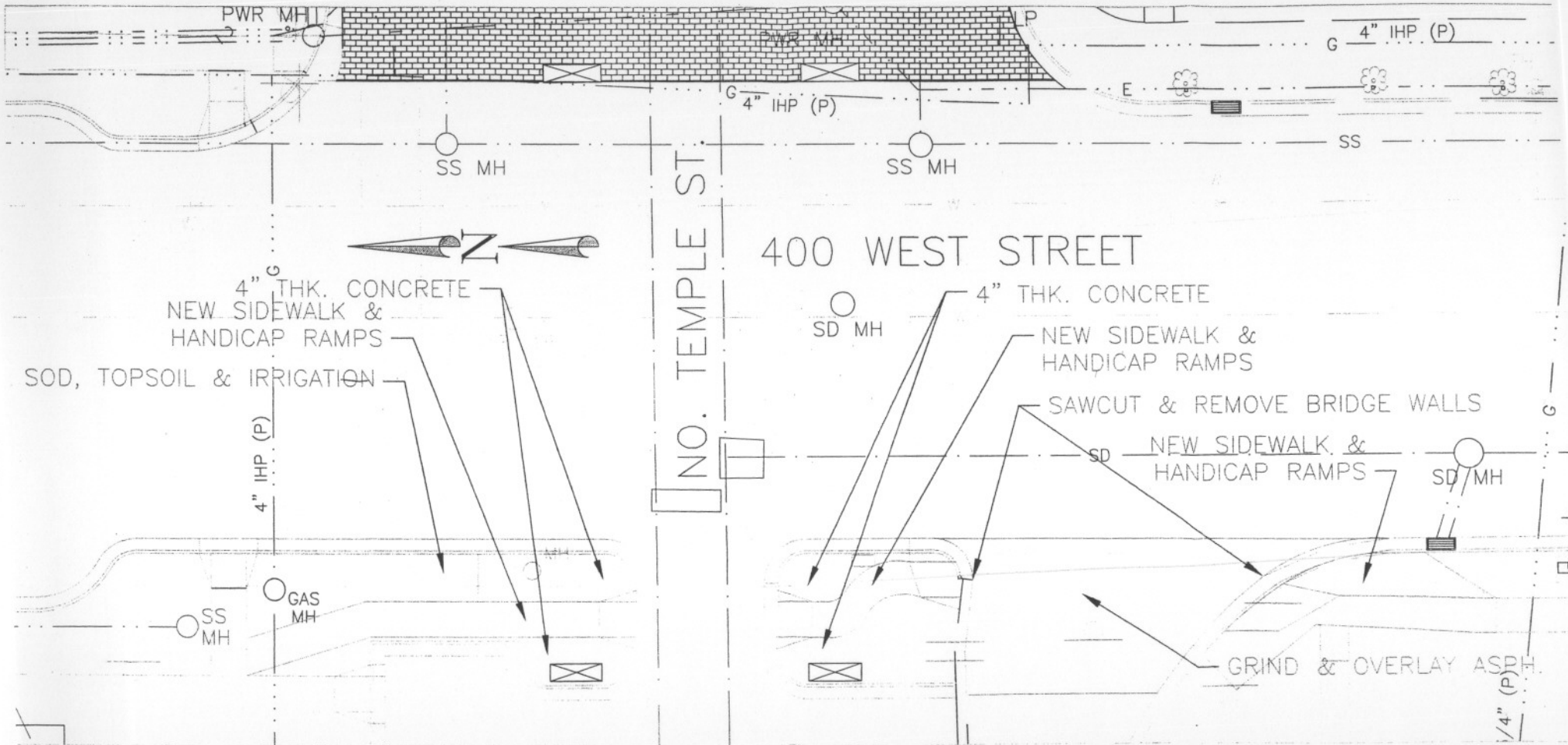
By \_\_\_\_\_  
UDOT Comptroller Office  
Contract Administrator  
Date: \_\_\_\_\_

V1336

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# 400 WEST /NO. TEMPLE PEDESTRIAN IMPROVEMENTS



PRELIMINARY ENGINEER'S ESTIMATE

PROJECT NUMBER: N. A.

PROJECT: 400 WEST &amp; NO. TEMPLE PEDESTRIAN IMPROVEMENT

Prepared By: Ken Johnson

Checked By:

Date : JAN. 26,2005

Revised By:

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
2	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
3	Construction Surveying	LS	1	\$ 300.00	\$ 300.00
4	Roadway Excavation	CY	40	\$ 8.60	\$ 344.00
5	Sidewalk Removal	SY	51	\$ 10.00	\$ 510.00
6	Sidewalk	SY	190	\$ 20.00	\$ 3,800.00
7	R & R Curb & Gutter(Incl. Asph.tie-in)	LF	50	\$ 40.00	\$ 2,000.00
8	Ramps	SY	60	\$ 100.00	\$ 6,000.00
9	Sawcut Concrete	in/LF	80	\$ 2.00	\$ 160.00
10	Sawcut & Remove Bridge Wall	LS	1	\$ 1,000.00	\$ 1,000.00
11	Untreated Base Course	CY	60	\$ 45.00	\$ 2,700.00
12	Mill & Asphalt Overlay	SY	135	\$ 10.00	\$ 1,350.00
13	Irrigation	SY	50	\$ 5.00	\$ 250.00
14	Topsoil & Sod	SY	50	\$ 25.00	\$ 1,250.00
					\$ -
ESTIMATE SCOPE:		SUBTOTAL			\$ 24,664.00
NOTES:		20% CONTINGENCY			\$ 4,932.80
		TOTAL CONSTRUCTION			\$ 29,596.80
		13% DESIGN			\$ 3,847.58
		8% CONSTRUCTION ENG			\$ 2,367.74
		TOTAL PROJECT COST			\$ 35,812.13
		BUDGET AMOUNT			\$36,000.00