

13054



**State of Utah
Department of Transportation**

Betterment Agreement No. 2	Project Description: Construct two, 2 lane, one-way frontage roads from Herriman to West Valley City	Estimated value of betterment scope of work \$112,366.03
	Local Agency: Herriman City Corporation	
PIN Number 7703 8202	Project Number MP-0182(6) <u>S-0182(9)</u>	Agreement Number (Assigned By Comptrollers)
FINET Number 71074 71141-34T	Project Location Mountain View Corridor SALT LAKE COUNTY	118189
FMIS Number		Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and Herriman City Corporation, a political subdivision of the State of Utah, hereinafter referred to as the "**Local Agency**,"

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein. Upon signing this agreement, Herriman City Corporation agrees that the Lump Sum Bid Item costs herein will represent the **Local Agency's** total and complete payment for the betterment work described herein.

Description of Work:

1. Install Future Use Power Line Conduits

- a. The **Local Agency** has requested that **UDOT** install future use conduits for power lines.
 - i. **UDOT** will coordinate and oversee the placement of the conduits at the locations indicated in Table 1 below.
 - ii. The **Local Agency** will pay **UDOT** the betterment cost associated installing the conduits as shown in Table 1 and attached in Exhibit "A".

Table 1 – Power Line Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378140	Herriman City Buried Power Line C-3c (3600 West)	Lump Sum	\$9,855.53	\$9,855.53
02378145	Herriman City Buried Power Line C-11 (3200 West)	Lump Sum	\$ 11,660.86	\$ 11,660.86
02378150	Herriman City Buried Power Line C-05f (11400 South)	Lump Sum	\$11,700.80	\$11,700.80
02378164	Herriman City Buried Power Line C-07d (Rose Crest)	Lump Sum	\$14,452.06	\$14,452.06
02378170	Herriman City Buried Power Line C-08d (Juniper Crest)	Lump Sum	\$9,582.53	\$9,582.53

02378190	Herriman City Buried Power Line C-12 (118 th South)	Lump Sum	\$10,484.79	\$10,484.79
	Subtotal, Power Line Conduits			\$67,736.57

2. Install Future Use Telephone Conduits

- a. The Local Agency has requested that **UDOT** install future use conduits for telephone lines.
 - i. **UDOT** will coordinate and oversee the placement of the conduits at the locations indicated in Table 2 below.
 - ii. The **Local Agency** will pay **UDOT** the betterment cost associated installing the conduits as shown in Table 2 and attached in Exhibit "A".

Table 2 – Telephone Line Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378156	Herriman City Buried Telephone C-05g (14400 South)	Lump Sum	\$14,859.03	\$14,859.03
02378166	Herriman City Buried Telephone C-07e (Rose Crest Rd)	Lump Sum	\$16,414.00	\$16,414.00
02378172	Herriman City Buried Telephone C-08e (Juniper Crest)	Lump Sum	\$13,356.43	\$13,356.43
	Subtotal, Telephone Line Conduits			\$44,629.46

3. The **Local Agency** and **UDOT** agree that the cost associated with any change order that occurs on the project as a result of the installation of these items as shown on the approved drawings will be shared on a percentage basis. The **Local Agency** and **UDOT** agree that any work that is added as an addition to the scope of work by either party after the project is awarded will be paid 100% by that party.

Summary of Betterment Costs

Power Line Conduits	\$ 67,736.57
Telephone Conduits	\$ 44,629.46
Total Betterment Costs	\$112,366.03

Upon execution of this agreement, the **Local Agency** will make an initial payment of \$37,455.34, said amount being approximately one third (1/3) of the total estimated amount of the betterment work described herein. The payment schedule shall be made as follows:

Upon execution/before September 1, 2010	\$ 37,455.34
On or before January 5, 2011	\$ 37,455.34
On or before May 4, 2011	\$ 37,455.35
	\$112,366.03

The **Local Agency** shall deposit said amounts with **UDOT's** Comptroller's Office located at **UDOT/COMPTRROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.**

Total Estimated Reimbursement to UDOT is \$112,366.03

Provisions

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

UDOT has prepared plans, specifications and estimates of costs for the construction of the project identified on page 1, hereinafter referred to as the "Project."

The Local Agency requested to include the betterment work items described on page 1 in the Project contract work.

UDOT is agreeable to include the Local Agency's requested betterment work providing that the Local Agency pay the actual additional costs incurred. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding these betterments and that 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 to correct or clarify issues during construction and 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 and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on Local Agency's facilities in accordance with the plans and specifications to include changes or additions to said plans and specifications which are approved by the parties hereto. The Local Agency, through their inspection of said work, will provide UDOT's Project Manager with information covering any problems or concerns the Local Agency may have with acceptance of said facilities upon completion of construction.

It is understood that access for maintenance and servicing of the Local Agency property located on State right of way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with UDOT's Manual For the Accommodation of Utilities and the Control and Protection of The State Highway Rights of Way.

UDOT represents that it has not: (1) provided an illegal gift or payoff to any Local Agency officer or employee or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Local Agency conflict of interest ordinance.; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Local Agency officer or employee of the Local Agency to breach any of the ethical standards set forth in the Local Agency conflict of interest ordinance.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. The Local Agency agrees to indemnify UDOT, its officers, employees, and agents and hold them harmless from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency 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 the Local Agency failure to inspect, discover, correct, maintain or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Agency negligent acts, errors or omissions in the performance of this project. 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.

To the extent it may be lawfully do so, the Local Agency further agrees to relieve UDOT from any responsibility or liability that may result from the Local Agency operation or maintenance activities covered herein.

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.

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 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 betterment 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 betterment agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

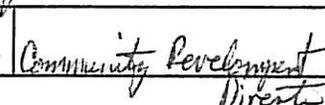
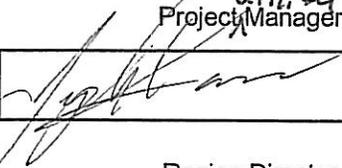
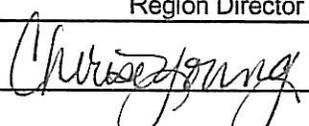
V. Change in Scope and Schedule:

The Local Agency recognizes that if their project scope or schedule changes from the original intent of this agreement, the UDOT Project Manager 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 modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on May 21, 2009.

Herriman City Corporation				Utah Department of Transportation			
By		Date	7/28/10	By		Date	28 Jun 2010
Title/Signature of Official				Project Manager ^{Utility}			
By		Date	7/28/10	By		Date	7/28/10
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	8/16/10
Title/Signature of additional official if required				Comptrollers Office			

From JMM.

7/12/10

EXHIBIT "A"

Original Bid Item #	Item Number	Description	Quantity	Unit	Unit Price	Total Price
397	02378140*	Herriman City Buried Power Line C-3c (3600 West)	1	Lump	\$9,855.53	\$9,855.53
		MATERIAL PURCHASE	492	LF	\$2.75	\$1,353.00
		STRING CONDUIT	500	LF	\$0.58	\$290.00
		INSTALL 6" CONDUIT TRENCH	246	LF	\$29.53	\$7,260.75
		EXCESS HAUL OFF	78	CY	\$7.03	\$548.34
		PICKUP PIPE FROM RMP	492	LF	\$0.82	\$403.44
398	02378145*	Herriman City Buried Power Line C-11(3200 West)	1	Lump	\$11,660.86	\$11,660.86
		MATERIAL PURCHASE	574	LF	\$2.88	\$1,653.12
		STRING CONDUIT	600	LF	\$0.58	\$348.00
		INSTALL 6" CONDUIT TRENCH	287	LF	\$29.87	\$8,569.00
		EXCESS HAUL OFF	98	CY	\$7.03	\$688.94
		PICKUP PIPE FROM RMP	574	LF	\$0.70	\$401.80
399	02378150*	Herriman City Buried Power Line C-05f (14400 South)	1	Lump	\$11,700.80	\$11,700.80
		MATERIAL PURCHASE	868	LF	\$3.06	\$2,656.08
		STRING CONDUIT	900	LF	\$0.58	\$522.00
		INSTALL 6" CONDUIT TRENCH	217	LF	\$30.63	\$6,648.57
		EXCESS HAUL OFF	153	CY	\$7.03	\$1,075.59
		PICKUP PIPE FROM RMP	868	LF	\$0.92	\$798.56
400	02378156*	Herriman City Buried Telephone C-05g (14400 South)	1	Lump	\$14,859.03	\$14,859.03
		MATERIAL PURCHASE	912	LF	\$4.99	\$4,550.88
		STRING CONDUIT	960	LF	\$0.58	\$556.80
		INSTALL 6" CONDUIT TRENCH	228	LF	\$37.85	\$8,626.55
		EXCESS HAUL OFF	160	CY	\$7.03	\$1,124.80
402	02378164*	Herriman City Buried Power Line C-07d (Rose Crest Rd)	1	Lump	\$14,452.06	\$14,452.06
		MATERIAL PURCHASE	1188	LF	\$2.95	\$3,504.60
		STRING CONDUIT	1200	LF	\$0.58	\$696.00
		INSTALL 6" CONDUIT TRENCH	297	LF	\$26.90	\$7,981.38
		EXCESS HAUL OFF	208	CY	\$7.03	\$1,462.24
		PICKUP PIPE FROM RMP	1188	LF	\$0.68	\$807.84

EXHIBIT "A"

Original Bid Item #	Item Number	Description	Quantity	Unit	Unit Price	Total Price
403	02378166*	Herriman City Buried Telephone C-07e (Rose Crest Rd)	1	Lump	\$16,414.00	\$16,414.00
		MATERIAL PURCHASE	1224	LF	\$4.87	\$5,960.88
		STRING CONDUIT	1260	LF	\$0.58	\$730.80
		INSTALL 6" CONDUIT TRENCH	306	LF	\$26.86	\$8,217.90
		EXCESS HAUL OFF	214	CY	\$7.03	\$1,504.42
404	02378170*	Herriman City Buried Power Line C-08d (Juniper Crest)	1	Lump	\$9,582.53	\$9,582.53
		MATERIAL PURCHASE	490	LF	\$3.31	\$1,621.90
		STRING CONDUIT	500	LF	\$0.58	\$290.00
		INSTALL 6" CONDUIT TRENCH	245	LF	\$27.20	\$6,664.25
		EXCESS HAUL OFF	86	CY	\$7.03	\$604.58
		PICKUP PIPE FROM RMP	490	LF	\$0.82	\$401.80
405	02378172*	Herriman City Buried Telephone C-08e (Juniper Crest)	1	Lump	\$13,356.43	\$13,356.43
		MATERIAL PURCHASE	980	LF	\$4.98	\$4,880.40
		STRING CONDUIT	1040	LF	\$0.58	\$603.20
		INSTALL 6" CONDUIT TRENCH	245	LF	\$27.20	\$6,663.67
		EXCESS HAUL OFF	172	CY	\$7.03	\$1,209.16
408	02378190*	Herriman City Buried Power Line C-12	1	Lump	\$10,484.79	\$10,484.79
		MATERIAL PURCHASE	324	LF	\$2.94	\$952.56
		STRING CONDUIT	340	LF	\$0.58	\$197.20
		INSTALL 6" CONDUIT TRENCH	324	LF	\$26.34	\$8,533.12
		EXCESS HAUL OFF	57	CY	\$7.03	\$400.71
		PICKUP PIPE FROM RMP	340	LF	\$1.18	\$401.20
TOTAL						\$112,366.03