

13053



**State of Utah
Department of Transportation**

Betterment Agreement Local Agency	Project Description: Construct two, 2 lane, one-way frontage roads from Herriman to West Valley City	Estimated value of betterment scope of work <i>\$796,737.18</i>
	Local Agency: <u>Herriman City Corporation</u>	
PIN Number 7703 <i>8202</i> FINET Number 71074 <i>71141-34T</i> FMIS Number	Project Number MP-0182(6) <i>S-0182(9)</i> Project Location Mountain View Corridor SALT LAKE COUNTY	Agreement Number (Assigned By Comptrollers) 118188
		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 costs shown below are calculated values based on design quantities and typical costs, and that the calculated Lump Sum costs herein will represent the **Local Agency's** total and complete payment for the betterment work described herein.

Description of Work:

1. Install 8 inch C-900 Culinary Water Line, C-01c

- i. The **Local Agency** requests UDOT to install approximately 147 Lin. Ft. of 8 inch C-900 Culinary Water Line, South Hills Drive
 - i. Through its contractor **UDOT** will install the **Local Agency's** culinary water line as specified in the plans and specifications.
 - ii. The **Local Agency** will pay to **UDOT** the betterment cost associated with the installing the lines. The estimated cost of installing the line is shown in Table 1 below.

Table 1 – Culinary Water Line Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378130*	Herriman City Waterline C-01c (South Hills Drive)	Lump Sum	\$12,407.00	\$12,407.00
Estimated Total Cost				\$12,407.00

2. Install 32 inch HDPE Culinary Water Line, C-03a and 10 inch HDPE DR-9 Secondary Water Line C-03b

- a. The **Local Agency** requests UDOT to install approximately 680 Lin. Ft. of 32 inch HDPE Culinary Water Line and 680 Lin. Ft. of 10 inch Secondary Water Line, 3600 West
 - i. Through its contractor **UDOT** will install the **Local Agency's** culinary water line and secondary water line as specified in the plans and specifications.
 - ii. The **Local Agency** will pay to **UDOT** the betterment cost associated with the installing the lines. The estimated cost of installing the lines is shown in Table 2 below.

Table 2 – Culinary Water Line and Secondary Water Line Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378135*	Herriman City Waterline C-03a & C-03b (3600 West)	Lump Sum	\$313,160.00	\$313,160.00
Estimated Total Cost				\$313,160.00

3. Install 10 inch HDPE DR-9 Secondary Water Line C-07b

- a. The **Local Agency** requests that **UDOT** install approximately 578 Lin. Ft. of 10 inch Secondary Water Line at Rose Crest Road.
 - i. Through its contractor **UDOT** will install the **Local Agency's** secondary water line under the as specified in the plans and specifications.
 - ii. The **Local Agency** will pay to **UDOT** the betterment cost associated with installing the water line. The estimated cost of installing the line is shown in Table 3 below.

Table 3 – 10 inch Secondary Water Line Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378162*	Herriman City Secondary Waterline C-07b (Rose Crest Rd)	Lump Sum	\$56,941.00	\$56,941.00
Estimated Total Cost				\$56,941.00

4. Install 22 inch HDPE DR-9 Water Line C-09

- a. The **Local Agency** requests that **UDOT** install approximately 557 Lin. Ft. of 22 inch Water Line at 12600 South.
 - i. Through its contractor **UDOT** will install the **Local Agency's** water line as specified in the plans and specifications.

- ii. The Local Agency will pay to UDOT the betterment cost associated with installing the water line. The estimated cost of installing the line is shown in Table 4 below.

Table 4 – 22 inch Secondary Water Line Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378180*	Herriman City Secondary Waterline C-09 (12600 South)	Lump Sum	\$111,989.00	\$111,989.00
Estimated Total Cost				\$111,989.00

5. Install 10 inch Culinary Water Line C-10a and 16 inch Secondary Water Line C-10b.

- a. The Local Agency has requested that UDOT install approximately 560 Lin. Ft. of 10" Culinary Water Line and approximately 560 Lin. Ft. of 16" Secondary Water Line at 118th South.
 - i. Through its contractor UDOT will install the Local Agency's culinary water and secondary water lines as specified in the plans and specifications.
 - ii. The Local Agency will pay to UDOT the betterment cost associated with the water lines. The estimated cost of installing the lines is shown in Table 5 below.

Table 5 – 10 inch Culinary Water and 16 inch Secondary Water Line Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378185*	Herriman City Waterlines C-10a & C-10b (11800 South)	Lump Sum	\$173,475.00	\$173,475.00
Estimated Total Cost				\$173,475.00

6. Install black powder coated signal poles/mast arms and sign posts

- a. The Local Agency requests all signal poles/mast arms and sign posts be black powder coated.
 - i. Through its contractor UDOT will install the Local Agency's black powder coated items as specified in the plans and specifications.
 - ii. The Local Agency will pay to UDOT the betterment cost associated with the black powder coating of the items. The estimated cost of upgrading from the base galvanized surface to black powder coated is shown in Table 6 below.

	Sign Posts	47 Each @ \$34.00	\$ 1,598.00
<u>Intersection</u>	<u>Cost w/out Powder</u>	<u>Cost with Powder</u>	<u>Delta (Cost to City)</u>
<u>Locations</u>	<u>Coating</u>	<u>Coating</u>	
Redwood Road	\$63,957.00	\$70,440.90	\$6,483.90
South Hills Parkway	\$78,210.50	\$88,782.50	\$10,572.00
13400 South	\$118,742.50	\$134,737.30	\$15,994.80
12600 South	\$117,289.50	\$132,734.40	\$15,444.90
11800 South	\$102,555.50	\$113,645.00	\$11,089.50
		Subtotal	\$59,585.10
		Total	\$61,183.10

Table 6 – Black Powder Coated Betterment Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
	Black Powder Coated signal poles/mast arms and sign posts	Lump Sum (Fixed Cost)	\$61,183.10	\$61,183.10

7. Conversion of existing overhead power to underground power along 13400 South

- a. The Mountain View Corridor will be relocating the existing power lines along the north side of 13400 South as part of the project. **UDOT's** base relocation policy for this project is to relocate existing overhead utility lines to an "in kind" condition with in a legally described easement or right-of-way. The **Local Agency** would like to convert the relocated overhead lines along the north side of 13400 South to underground lines within the Local Agency's City boundaries. .
- ii.As part of the Project, **UDOT** will coordinate with Rocky Mountain Power (RMP) to relocate the power lines underground.
- iii.The **Local Agency** will pay **UDOT** the cost differential of relocating the utility in an overhead condition versus relocating the power lines to an underground condition. The estimate for this work is shown below and is based upon calculations provided to UDOT by Rocky Mountain Power.
 - i. Estimated betterment cost differential for RMP performed work to relocate overhead power to an underground utility \$36,227.08
 - ii. Estimated cost for trenching, conduit, & vaults for RMP (refer to Table 6) \$31,355.00

Table 6 – Trenching, conduits & vaults - Rocky Mountain Power (UDOT performed)

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
02378815*	Rocky Mountain Power – Herriman City (13400 South)	Lump Sum	\$31,355.00	\$31,355.00
Estimated Total Cost				\$31,355.00

Estimated Betterment Cost, Rocky Mountain Power performed work	\$ 36,227.08
Estimated UDOT performed work	\$ 31,355.00
Estimated total cost of undergrounding power	\$ 67,582.08

7. 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

8 inch Culinary Water Line, South Hills Drive	\$ 12,407.00
32 inch Culinary Water & 10" Secondary Water at 3600 West	\$313,160.00
10 inch Secondary Water Line at Rose Crest Road	\$ 56,941.00
22 inch Secondary Water Line at 12600 South	\$111,989.00
10 inch Culinary Water & 16 inch Secondary Water at 11800 South	\$173,475.00
Underground power along 13400 South	\$ 67,582.08
Black Powder Coating Signals, Sign Posts and St. Lights	<u>\$ 61,183.10</u>
Total Betterment Costs	\$796,737.18

Upon execution of this agreement, the **Local Agency** will make an initial payment of \$265,579.06, 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	\$ 265,579.06
On or before January 5, 2011	\$ 265,579.06
On or before May 4, 2011	<u>\$ 265,579.06</u>
	\$ 796,737.18

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 \$ 796,737.18

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.

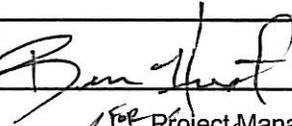
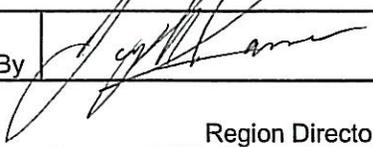
V. Change in Scope and Schedule:

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	7/27/10	By		Date	7/28/10
Title/Signature of Official				for Project Manager			
By	Community Development Director	Date		By		Date	7/28/10
Title/Signature of additional official if required				Region Director			
By		Date		By	Chouse Young	Date	8/1
Title/Signature of additional official if required				Comptrollers Office			