

REQUEST FOR COUNCIL ACTION

SUBJECT: 4 Interchanges on Bangerter Highway

SUMMARY: Approve a Master Utility Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for interchange improvements at 9000 South Bangerter Highway and 7000 South Bangerter Highway in an amount not to exceed \$1,814,000.00.

FISCAL AND/OR ASSET IMPCAT: A mid-year amendment to the Water Fund and Sewer Fund will be required once full project cost are known. Current estimates for program budgeting indicate a \$1,814,000.00 cost for the Water and Sewer Funds (\$1,123,000.00 water, \$691,000.00 sewer)

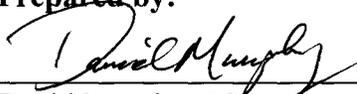
STAFF RECOMMENDATION:

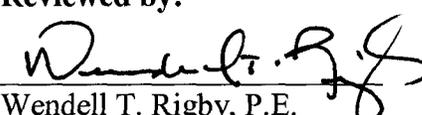
Staff recommends approval of a Master Utility Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for interchange improvements at 9000 South Bangerter Highway and 7000 South Bangerter Highway in an amount not to exceed in an amount not to exceed \$1,814,000.00.

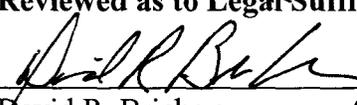
MOTION RECOMMENDED:

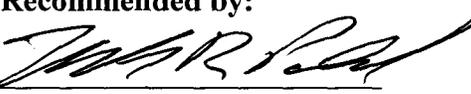
"I move to adopt Resolution No. 16-134 authorizing the Mayor to execute a Master Utility Agreement between the Utah Department of Transportation (UDOT) and West Jordan City for interchange improvements at 9000 South Bangerter Highway and 7000 South Bangerter Highway in an amount not to exceed in an amount not to exceed \$1,814,000.00.

Roll Call vote required

Prepared by:

David Murphy, P.E.
CIP Manager

Reviewed by:

Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:

David R. Brickey
City Attorney

Recommended by:

Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

With the recent development of the two UDOT bridge projects at 7000 and 9000 South, several City utility upgrades have been identified from City Master Planned project lists that are essential to be completed with the bridge projects. These projects include water and sewer upgrades to handle current demand in each system, as well as the potential for future new users. Moreover, these upgrades ensure better support and operations for current users such as Jordan Valley Hospital, Salt Lake Community College, Jordan Landing, and current residents. The expense to do these projects at a later time will be greater due to the future traffic control needs once the bridges are opened due to UDOT permitting requirements for traffic control, concrete replacement, scheduling, and any other concerns. Also, as these are City Master planned projects, timing and execution are at the City's discretion. Staff recommends authorization of these projects now.

Attachments:

Resolution

UDOT Federal Aid Agreement (5)

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 16-134

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MASTER UTILITY AGREEMENT BETWEEN THE UTAH
DEPARTMENT OF TRANSPORTATION AND
THE CITY OF WEST JORDAN
FOR THE 9000 SOUTH BANGERTER HIGHWAY AND 7000 SOUTH
BANGERTER HIGHWAY INTERCHANGE PROJECT**

Whereas, the City Council of the City of West Jordan has reviewed the attached Master Utility Agreement between the City of West Jordan and the Utah Department of Transportation (UDOT) (a copy of which is attached as **Exhibit A**) for the 9000 South Bangerter Highway and 7000 South Bangerter Highway Interchange Project in an amount not to exceed \$1,814,000.00; and

Whereas, the proposed Master Utility Agreement between the City of West Jordan and the UDOT has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Master Utility Agreement between the City of West Jordan and the UDOT is acceptable for the 9000 South Bangerter Highway and 7000 South Bangerter Highway Interchange Project, in an amount not to exceed \$1,814,000.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Master Utility Agreement between the City of West Jordan and the UDOT for the 9000 South Bangerter Highway and 7000 South Bangerter Highway Interchange Project, in an amount not to exceed \$1,814,000.00.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 24th day of August 2016.

Kim V. Rolfe
Mayor

ATTEST:

Melanie S. Briggs
City Recorder

RESOLUTION NO. 16-134

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MASTER UTILITY AGREEMENT BETWEEN THE UTAH
DEPARTMENT OF TRANSPORTATION AND
THE CITY OF WEST JORDAN
FOR THE 9000 SOUTH BANGERTER HIGHWAY AND 7000 SOUTH
BANGERTER HIGHWAY INTERCHANGE PROJECT**

Voting by the City Council	"AYE"	"NAY"
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____



Project No. S-0154(12)11, Salt Lake County
4 Interchanges on Bangerter Highway
CITY OF WEST JORDAN
Charge ID No. 71939 PIN 12566

CITY OF WEST JORDAN MASTER UTILITY AGREEMENT

THIS MASTER UTILITY AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **Utah Department of Transportation**, ("UDOT"), and the **City of West Jordan**, a Municipal Corporation of the State of Utah, ("City") each as ("Party") and jointly as ("Parties").

RECITALS

WHEREAS, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project No. S-0154(12)11, 4 Interchanges on Bangerter Highway in Salt Lake County, Utah, ("Project"); and

WHEREAS, the design-build contractor will complete the design and administer construction of the Project ("Design-Builder"); and

WHEREAS, UDOT has identified City facilities within the limits of the Project which may necessitate the relocation, protection, or adjustment of the facilities, ("Utility Work"); and

WHEREAS, the City desires for the Design-Builder to design and perform the Utility Work on the City's facilities necessitated by the Project; and

WHEREAS, the City will perform the necessary design review and inspection to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Utility Work and reimbursement, the Parties are entering into this Project Master Utility Agreement with the understanding that future supplemental agreements to this Agreement will be entered into covering the Utility Work to be accomplished by UDOT at specific Project locations.

THIS AGREEMENT is made to set out the terms and conditions where under the Utility Work shall be performed.



Project No. S-0154(12)11, Salt Lake County
4 Interchanges on Bangerter Highway
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AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. PROJECT RESPONSIBLE FOR COST

In accordance with Utah Code § 72-6-116(3)(a)(ii), UDOT is responsible for 100% of the cost of the Utility Work of City's facilities for those costs that comply with Utah Administrative Code R930-8.

2. CONTACT INFORMATION

UDOT's Project Representative is Alana Spendlove, UDOT Project Utility and Railroad Leader, telephone number (801) 887-3462, and e-mail aspndlove@utah.gov.

UDOT's Resident Engineer for 5400 South and 7000 South interchanges is Bryan Chamberlain, telephone number (801) 887-3405, and e-mail bchamberlain@utah.gov, or their designated representative, as assigned.

UDOT's Resident Engineer for 9000 South and 11400 South interchanges is Ken Talbot, telephone number (801) 360-8750, and e-mail kentalbot@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative contact person will be identified in subsequent supplemental agreements.

City's contact person is David Murphy, telephone number (801) 569-5074, and e-mail davidm@wjordan.com.

After awarding the Project, UDOT will provide the City with the Design Builder contact information, hereinafter referred to as "Design-Builder Project Representative".

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the City's facilities and requirements for inclusion in this Agreement and the Request for Proposals, UDOT gave the City authorization for preliminary design engineering on April 26, 2016.

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the City.



5. PROJECT COORDINATION

The City requested that UDOT include items of Utility Work for relocating and adjusting City's facilities in the Project.

During the development of the Project design, the City and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the City's facilities can be avoided. If Utility Work for the City's facilities is required by the Project, UDOT will be responsible to identify the conflicts and to design and construct the Utility Work of the City's facilities. The City will perform the necessary design reviews prior to the start of Utility Work. UDOT's Project Representative will be responsible for coordinating with other utility companies as it relates to City's facilities.

6. CITY REQUIREMENTS

UDOT will comply with the following City Utility Work requirements:

- a. The City will require 14-day advance shut down notification for all water and sewer connections. A copy of the City's Water System Disruption of Service Approval Process is marked Exhibit "A" that is incorporated by reference.
 - i. Notifications shall include, but are not limited to the following:
 1. Scope and schedule of work.
 2. City water, storm drain, and sewer system activities.
 3. City 16-inch water feed connection activities as it relates to the BOR Jordan Aqueduct Reach 2 & 3.
 4. Lateral connections to homes, businesses, and service retirements at all property takes and/or incidental work activities.
 - ii. Allow 14-days for review and approval from the City.
- b. UDOT will supply as-constructed plans, in AutoCAD version 16 format specified by the City, upon completion of any required Utility Work including betterment work.
- c. Coordinate Project Work and Maintenance of Traffic activities/requirements for City's independent project for its 2017 Master Plan Sewer Improvements crossing Bangerter Highway at 3200 West.
 - i. City shall request a permit from UDOT prior to beginning its 2017 Master Plan Sewer Improvement work.
- d. Approval of plans in an executed Storm Drain Agreement(s) prior to contributing temporary and permanent Project storm drain into City system.

7. UDOT TO DESIGN AND CONSTRUCT CITY'S UTILITY WORK

UDOT will schedule and meet with the City to review the design and scheduling of the Utility Work for the City's facilities at specific locations on the Project to ensure maximum lead time for advance order of materials and work force scheduling.

- a. UDOT will design the Utility Work in accordance with City's standards regularly followed by the City in its own work and not considered a betterment. In the event of a conflict between UDOT and City standards, the higher standard will be applied.



- i. A copy of the City's standards can be found at <http://www.wjordan.com/Engineering.aspx?pgID=3.7.1> that is incorporated by reference.
- b. UDOT will secure permits required for Utility Work of City's facilities.
 - i. A copy of the City's Encroachment Permit is marked Exhibit "B" that is incorporated by reference.
 - ii. A copy of the City's Demolition Permit is marked Exhibit "C" that is incorporated by reference.

8. **RIGHT-OF-WAY**

Any easements or replacement right-of-way required in conjunction with the Utility Work of City's facilities will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8.

9. **BETTERMENT WORK**

City Betterment Work is described in attached Exhibit "D" that is incorporated by reference.

City Aesthetics and Landscaping Betterment Work is described in attached Exhibit "E" that is incorporated by reference.

If the City desires to include additional betterment work in the Project at any specific location UDOT may agree to the betterment providing the difference in costs between the functionally equivalent required Utility Work and the City's desired betterment work that is not required by the Project shall be at the sole cost of the City and the betterment work can be accommodated without delaying UDOT's Project. The betterment work will be addressed by separate supplemental agreement between UDOT and the City.

Once a Design-Builder has been selected by UDOT, any betterment work request will be negotiated directly with the Design-Builder. However, it is at UDOT's sole discretion to approve the betterment work.

10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the City shall enter into supplemental agreements to cover Utility Work at specific Project locations. As part of the supplemental agreement, UDOT will provide design plans and Utility Work schedules for review and approval by the City prior to start of the Utility Work. A copy of the format of the proposed supplemental agreement is marked EXHIBIT "F" that is incorporated by reference.

The City will require a 2 week review and approval period for any final supplemental agreement submitted to the City by UDOT. The City does not require council review for supplemental agreement approval.

In the event there are changes in the scope of the Utility Work, extra Utility Work, or changes in the planned Utility Work covered by a supplemental agreement, a modification to the supplemental



agreement approved in writing by the Parties is required prior to the start of Utility Work on the changes or additions.

11. UDOT TO NOTIFY CITY BEFORE BEGINNING UTILITY WORK

UDOT will notify the City at least 2 business days in advance of beginning any Utility Work covered by any supplemental agreements hereto, to allow the City time to schedule an inspector to be present during the Utility Work. Subsequent notification of when and where Utility Work will be performed will be given on a day-to-day basis.

12. CITY TO NOTIFY UDOT

City's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site for verification of inspecting Utility Work. City's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

13. INSPECTION

The City shall provide on-call engineering support by City's engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Utility Work, and to perform the necessary inspection on the City's facilities installed by UDOT.

- a. The City's engineer and/or inspector shall work with and through UDOT's Project Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Utility Work covered herein on City's facilities in accordance with the plans and specifications provided and/or approved by the City, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The City shall immediately notify UDOT's Project Representative and the Design-Builder Project Representative of any deficiencies in the Utility Work on the City's facilities. The City shall follow up with written detail to UDOT's Project Representative and the Design-Builder Project Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to City's concerns within 24-hours of written notification.
- d. The City, through its inspection of the Utility Work, will provide UDOT's Project Representative with information covering any problems or concerns the City may have with acceptance of the facilities upon completion of the Utility Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Utility Work does not relieve the City of its duty in the performance of the Utility Work or to ensure compliance with acceptable standards.



14. DAILY RECORDKEEPING

UDOT's Resident Engineer will keep daily records of the inspection performed by the City. Daily inspection records will be in duplicate on a form to be prepared by the City or UDOT. The type of form to be used shall be preapproved by UDOT's Contracts, Compliance and Certification Manager. The inspection records shall be signed by UDOT's Field Representative, and the City or its authorized representatives. Copies of the inspection records shall be retained by the parties to this Agreement.

15. REIMBURSEMENT

UDOT will not reimburse the City for costs incurred by City personnel for design review, observation, inspection, and operation of valves performed as part of their regularly assigned duties. Should it become necessary for the City to procure outside services to perform design review, observation, or inspection to accommodate UDOT's Utility Work and Project schedule, the City shall notify UDOT. Upon concurrence by UDOT, a supplemental agreement for the cost of the services will be executed at which time the City may procure outside services through appropriate solicitation.

16. SUBMITTAL OF ITEMIZED BILLS

The City shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work covered by supplemental agreements to UDOT's Contracts and Compliance Specialist:

UDOT Contracts and Compliance Specialist
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and supplemental agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the supplemental agreement and be submitted to UDOT within 60 days following completion of outside services by the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within 60 days after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within 6 months of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the City.

17. SALVAGED MATERIALS

All materials from City's existing facilities which are recovered by UDOT while performing the Utility Work and not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

18. RIGHT TO AUDIT



UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within 60 days upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within 60 days of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of outsidess services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

19. **ACCEPTANCE AND MAINTENANCE**

Upon completion of the Utility Work of City facilities by UDOT, the City will accept, own, and maintain its own facilities. The City shall be the sole owner of the facilities upon completion of the Project unless otherwise agreed to by the Parties. To the extent it may lawfully do so, City further agrees to relieve UDOT from any responsibility or liability that may result from its new facilities or the operation thereof.

20. **ACCESS**

It is understood that access for maintenance and servicing of City's facilities located on the right-of-way of the Project will be allowed only by permit issued by UDOT to the City, and that the City will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code R930-7.

21. **INDEMNIFICATION**

UDOT and the City are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. 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. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

22. **MISCELLANEOUS**

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.



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- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.



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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:

The City of West Jordan

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

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Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Approved as to Form

Comptroller Office

Title: Assistant Attorney General

Title: Contract Administrator

Date: _____

Date: _____

EXHIBIT A



Department of Public Works

STANDARD OPERATIONAL GUIDELINE

Subject: Water System, Disruption of Service Approval Process		SOG No.: WS002
Origin Date: May 1, 2010	Revision Date: April 4, 2011	Page(s): 5

1. INTRODUCTION

- A. Purpose: To allow for the planning, proper coordination, notifications and approvals required for a safe and timely disruption of water service to City water customers in cases of planned construction, due to either City capital improvement projects or private development projects. Planning for such disruptions must begin during the design phase of the project, and continue through construction and project acceptance phases of the work.
- B. Scope: Affects Engineering, Construction Inspections, Water, and Streets divisions of the Public Works Department. Also affect City Capital Improvement Projects and private development projects.
- C. Definitions:
- D. Precautions/Safety: Trench safely and planning for safe evacuation of staff from areas where pipelines may be under construction.
- E. Responsibility: The City's Project Engineer has primary responsibility for this work. Others such as the City's Water Division also have key roles in the work, and the City's or Developer's Contractor has a key role to play in the safe and timely completion of the work.
- F. Equipment:
- G. Notifications: The Director of Public Works is to be notified at least 24-hours in advance of the actual shut-down by email.

2. PROCEDURE

Water disruptions or outages which are a result of planned construction projects are required to be coordinated from the inception of the project through construction. This means that all of the Department divisions indicated above, will need to be continually coordinated with during all phases of the project. The paragraphs below indicate the various phases of the project, which divisions and positions are involved, and how these activities are to be carried out. Extreme carefulness must be observed in planning and carrying out these activities as

EXHIBIT A

they can significantly affect City water customers and others.

- A. Design Proces: As part of the design process, the City's Project Engineer and Consultant are to keep all affected parties involved and informed. This is critical to the success, safe, and timely completion of the construction and water service disruption/outage.
- 1) Adequate System Information: This process assumes reasonable amounts of adequate water system information is available. Existing drawings must be researched, and potholing will be required to fully answer any questions the Project Engineer and Consultant may have. Reasonable amounts of funds spent on potholing are worth the money and this area of project investigation should not be short-changed. It is understood that full information is not possible in many instances, but efforts need to be made to have as much information available if reasonably possible.
 - 2) Existing As-built Drawings: Use existing as-built drawings to begin with and improve on them through additional coordination with Field Staff and through potholing. The GIS/Technical Support Division of the Department is responsible for managing the as-builts drawings with assistance for all of the other divisions in the Department.
 - 3) Roadway Intersection Drawings: Use the existing Roadway Intersection Drawings which show all valves, water lines, other utilities, improve these as needed, and then include them in the Released for Construction Drawings. Ensure the drawings are as correct as possible before bidding. If the Project Engineer does not feel comfortable with the accuracy of these drawings, they should be noted as 'schematic drawings' with indications that locations, sizes, etc. are for general information only and are not to be relied on.
 - 4) Planning/research of Needs and Impacts (Preliminary): All Engineering, Inspection, O&M, and Consultant staff is to participate in this planning work for water outages. The following need to be included:
 - Identify options for providing water service.
 - Field Research of Water System: Water Division is to identify existing valves, mark, and exercises them to make sure they operate properly.
 - Impacted Customers – Staff is to identify the water customers of the City who will be impacted by any disruption or outage of the Water System.
 - Night outage(s) – If night outages are required, coordinate with the SLVHD for work to be done between the hours of 10 p.m. and 7 a.m. O&M staff will also need to be coordinated with for actual water valve closures and only O&M staff is to open/close these valves.
 - 5) Identification of Possible Water Outages: Project Engineer/Consultant identifies possible/required shut-downs as part of the design process. These are to be noted in the project Contract Documents and conditions indicated for water outages.
 - 6) Engineering Inspector Review of Contract Documents: The Engineering Inspector is to review the 'Released for Construction Drawings', and coordinate with the Project Engineer and remainder of the Project Team on how to address outage(s).
 - Determine proposal for how the work might be done. Suggest or require process to be included in Contract Documents.

EXHIBIT A

- 7) **Constructability Review Meeting:** As part of the design process, a meeting or set of meetings as needed, with the design staff, project engineer, O&M staff, and inspection staff to identify potential outages. The Engineer, O&M staff, and Inspector are to then begin working through how to plan for these outages and the impacts of those outages.
 - 7) **PW O&M Review of Drawings –** Engineering staff are to make sure O&M staff has reviewed the preliminary documents (30-50% review) and their comments have been incorporated into the final documents (80-90%), prior to putting the Documents out for bid.
- B. **Preconstruction/Construction Meeting Coordination:** As part of the process, a mandatory preconstruction/construction meeting is to be held where water disruptions/outages are discussed. City staff is to express their concerns and present the information they have prepared and require the Contractor to develop a written water disruption/outage plan.
- 1) **Scheduling:** Schedule the meeting through Outlook at least 2 weeks in advance of the meeting.
 - 2) **Persons to Attend:** The Project Engineer, Consultant, Engineering Inspector, Water Division staff and Contractor must be invited and must attend. If the Contractor's Superintendent does not show up at the meeting, the meeting is to be cancelled and rescheduled.
 - 3) **Communications:** Establish City and Contractor chain of command and which persons are the point-to-point contacts on the City's, and the Contractor's sides of the work.
 - 4) **Agenda Item:** Water service disruptions/outages are to be identified and discussed as part of meeting agenda. The Engineering Inspection Supervisor is responsible for this meeting and this item.
 - 5) **Contractor's Proposal and Schedule:** The Contractor is to take all of the available information available and propose methods/processes/timelines for disruption/outages. Contractor is to prepare and submit a Contract Schedule for the work to the Project Inspector.
 - 6) **Approval Process:** Once the Contractor has submitted a proposed plan and schedule for the disruption/outage, City staff is to meet and go over the Plan to make sure it meets all of their requirements. Corrections need to be submitted back to the Contractor in writing and a new Plan prepared. The Plan is not approved until the Water Division, Engineering Inspection, Engineering, and Contractor, signs off on the Plan.
- C. **Request for Water Disruption/Outage:** The Contractor is to make a written request for any water disruption or outage he feels is necessary, as part of the project. The following applies to this process:
- 1) Request is made by the Contractor to Engineering Inspector and must include:
 - o Request indicates answers to the questions of 'what, when, where, why'.
 - o The request must be made in writing. A letter or email will suffice as long as it contains the correct information.

EXHIBIT A

- The Water Division requires a minimum of 72-hours notice to begin customer notification of outage and implementation of the City's portion of the Plan in the Field.
 - 2) Engineering Inspector begins coordination with Water Division through the Water Superintendent. The Water Superintendent will coordinate with his staff including the Water Operations Supervisor.
 - 3) Notification of Utilities Manager and Public Works Director: Both the Utilities Operations Manager and the Public Works Director are to be kept up-to-date on planning and approval processes and especially as the project moves closer to the actual water service disruption/outage.
- D. Planning/Research of Needs and Impacts: The purpose of this section is to take the Plan submitted by the Contractor and make sure that it will actually work. City staff is the most familiar with the Water System, and will have the final approval on whether the Plan is approved. The following steps need to be considered in doing this phase of the work.
- 1) Engineering inspector schedules meeting with Water Division staff/Contractor to coordinate outage.
 - 2) Staff brings all information developed as part of the design process and proposals from the Contractor.
 - 3) Project Team develops reviews the proposed plan and develops an actual written water outage plan and prepares a scope of work, or step by step plan, of what is going to be done. This will include detail such as which pipe will be cut first, which one second, which valves will be closed, how much time will it take, etc. Make sure everyone involved in the outage: contractor, contractor's on-site superintendent, workers, City project engineer, city inspector, and O&M staff all have copies and understand the order of the work. Deviations must be coordinated with everyone (Refer to KHP, Mid-Jordan Light Rail, Redwood PNR Waterline Tie-in plan. Includes "Overview", "Safety", "Quality", "Compliance", "Survey", and "Discussion Items").
 - 4) Plan for Contingencies – Look at all drawings, identify the scope of work (work to be done), and identify contingency plans if things should go wrong. For instance, if we cut this pipe, do we understand how to close off all flow to the pipe and have we tried it out before hand.
 - 5) Additional Potholing – If the Contractor feels that additional potholing is required, work out a solution for doing so and pay him, if additional compensation is warranted.
 - 6) Obtain all Permits: Make sure all appropriate permits have been obtained as part of the planning process. This may include:
 - SLVHD Permit - for night work
 - UDOT Permit
 - City of West Jordan Encroachment Permit
 - Others as needed
- E. Pre-activity Meeting/Actual Water Disruption/Outage: Just prior to the actual beginning of the outage, and work preliminary to the outage, a pre-activity meeting is to be held to discuss in detail the work to be done as part of the water disruption/outage. The following need to be discussed:

EXHIBIT A

- 1) Communications - Reaffirm City and Contractor's organizations, who are in charge, and who are the point-to-point contacts on the Contractor's side and who on the City's side. Make sure everyone has the correct phone numbers.
 - 2) Implement final water outage plan – Needs to include priority of construction: which lines to cut first, second, etc. Plan needs to include a flushing plan and safety plan.
 - 3) Contingency Plan(s) - Implement plan(s) for contingencies as required.
 - 4) Schedule – execute work within appropriate time windows.
 - 5) Permits: Make sure all the permits have been obtained.
 - 6) Approval form: (Do you want an approval form where everyone signs off on the outage, basically a permit?) (1st comment – No – cover page of plan/excavation permit is the form.)
 - 7) Inspections and Testing: Inspections and sampling are to be accomplished per City and AWWA standards.
 - 8) Documentation of Work: The Engineering Inspector is responsible for taking pictures of the work with excavation open, take measurements and survey of critical points to document what is in the intersection, or other location, for future reference.
 - 9) Questions regarding Unknown Pipelines/Conduits/Structures: If there are questions about what pipelines, conduits do, identify them prior to closing the excavation.
 - 10) As-built Drawings: The Contractor is responsible for ensuring as-built drawings are prepared and meet the Engineering Inspector's requirements, and are turned over to the Inspector as the end of the project. The Engineering Inspector is responsible for collecting all as-built information from the Contractor and transferring them to the Project Engineer. The Project Engineer will work with the GIS Division is making the changes to the City's as-built drawings to keep them up-to-date.
- F. Post-activity Meeting: Once the work is complete, all City and Contractor are to meet to go over the actual outage. Go over what went right and wrong and improve the process
- 1) Process for as-built drawings – City Engineer/Supervising Inspector need to look at the requirements for as-builting drawings and make sure they are complied with.

3. REFERENCE DOCUMENTS

- A. City of West Jordan, Water Design & Construction Standards.
- B. City of West Jordan, Encroachment Ordinance and Permit.

Approved by:


Wendell T. Rigby, P.E.
Director of Public Works

Date 4/4/2011

EXHIBIT B



City of West Jordan Public Works
 Engineering Department
 8000 South Redwood Road
 West Jordan, Utah 84088
 801-569-5070

Public Right-of-Way Encroachment Permit Application and Agreement

Company Name:	Permit No.:
License No.:	Date Issued:
Applicant Name:	Cost of Permit:
Title:	Check No.:
Address:	Receipt No.:
City, State, Zip:	Work No.:
Contractor Performing Work:	Cell No.:
Nature of Work: Telephone • Electrical • CATV • Gas • Water • Stormdrain • Wastewater • Secondary Water • Other:	Email:

FAILURE OF THE PERMITTEE TO FOLLOW THE PROVISIONS OF THIS PERMIT SHALL RESULT IN THE RETRACTION OF THE PERMIT BY THE CITY AND LOSS OF PRIVILEGE TO WORK WITHIN THE CITY'S RIGHT-OF-WAY.

1. Standards/ Location of Work

The above indicated applicant is hereby granted subject to Title 8, Chapter 8 of the City's Municipal Code, the City's Policies and Design Criteria Manuals, the Construction Specifications Manual, Standard Drawings Manual, State Occupational Safety and Health Laws, Manual on Uniform Traffic Control Devices (MUTCD), Instructions to Flaggers, the approved plans, and any special limitations set herein, permission for the purpose of:

_____ within the right of way limits in the

following locations _____

2. Prior to Work

Prior to Work being performed in the public right-of-way, the Permittee will make proper provisions for protecting the public's safety and property. This permit is a binding agreement between the Permittee and the City and shall be only for the location listed on this permit.

3. Permit Fee

The City of West Jordan Encroachment Permit Fee shall apply, for an excavation in public right-of-way, as listed on the Current Uniform Schedule of Fees and Services Charges:

_____ feet long, _____ feet wide, and _____ feet deep.

4. Beginning and Ending of Work

The work permitted herewith shall commence on _____ and shall be diligently prosecuted to completion. The work shall be completed and all disturbed surface or objects restored on or before _____. In the event work is commenced under this permit and the permittee fails or refuses to complete the work, the City of West Jordan may, at its election, fill in or otherwise correct any existing deficiencies at the expense of the permittee and subject to immediate payment by the permittee.

5. Performance Bond and Insurance

The Permittee shall supply to the City a Performance Bond for a period of three (3) years after completion of the work to guarantee satisfactory performance. Amount of the bond shall be determined by the encroachment department upon review of this application. The bond shall be in the name of the Permittee.

Insurance

The Permittee shall provide to the City copies of workers compensation insurance and liability insurance that names the City its elected officials, appointed officials, employees, volunteers, and agents as additionally insured (This verbiage must be a part of your Liability Insurance under Special Items. The Permittee shall be responsible for any liability or personal injury involved through neglect. The Permit Holder agrees to indemnify the City, its elected officials, appointed officials, employees, volunteers, and agents against all claims, demands, costs, damages, attorney fees or other expenses of any kind by such neglect

EXHIBIT B

6. Notice of Work to Begin

Before work permitted herewith is commenced, the permittee shall call in on the inspection line (801) 569-5051 before 3:00 p.m. Commencement of said work is understood to indicate that the permittee will comply with all instruction and regulations of the City of West Jordan (as listed) with respect to performance of said work and that she/he will properly control and warn the public of said work to prevent accident. The Permittee shall inform all emergency services, school districts, UDOT and UTA two (2) working days in advance of any approved road closures or detours.

7. Restoration of Right-of-Way

This permit is issued with the understanding that the Permittee will restore the right-of-way to its original or better condition. Such restoration shall take place within two (2) working days from the time of completion of the Work. If the Permittee fails to meet this obligation within the time indicated herein, the City may make all the necessary restorations at the Permittee's expense.

8. Limits of Work Area

Permittee shall not perform any work on City of West Jordan right-of-way beyond those areas of operation stipulated on this permit. This permit in no way allows the Permittee access to private properties; the individual property owners must grant access.

9. Suspension of Work

If permittee fails to comply with City of West Jordan regulations, specifications or instructions pertinent to this permit, the City Engineer or his duly authorized representative, may by verbal order, suspend the work until the violation is corrected. If permittee fails or refuses to comply promptly, the City Engineer or his authorized representative may issue a written order stopping all or any part of the work. When satisfactory corrective action is taken, an order permitting resumption of work may be issued.

10. Permit Period/Extensions

This permit is valid forty-five (45) days from issue date. The City may grant an extension of time with a written request from the Permittee to the Engineering Department. Such request must be submitted five (5) working days before the expiration date of the permit.

11. On-Site Permit Requirements

A copy of the City's current trench detail, approved plan of the Work, approved traffic control plan, a signed copy of this Permit, and a copy of the City's Public Improvement Standards, Specifications, and Plans shall be on the work site at all times. The City shall be granted access to these papers at all times.

12. Temporary Asphalt Patching

Asphalt patching to roads between October 15 and March 1 will be considered temporary only and must be replaced after March 1 following APWA standards.

Special Limitations:

- Traffic Control Plans, signs and channelizing devices shall conform to MUTCD Standards as a minimum. Traffic Control Plan to be approved by City's Traffic Engineer.
- Contact the inspection line at (801) 569-5051 48-hours prior to the time of lane or shoulder closure, with route, location and duration. Call again when the job is complete.
- This Agreement and/or permit are for City of West Jordan approval only. You are responsible to obtain clearances from UDOT, UTA, railroads, private property owners and other local jurisdictions that you are working with.
- Call for Blue Stakes and check for other utilities in the area prior to excavation.
- Saw cut and tack coat joints. Replace asphalt to the existing depth plus 1-inch, with a minimum of 4-inches, or as directed by City Engineer.
- Untreated Base Course with 97-percent compaction for the full depth of the trench with 6-inch lifts.
- Licensee is responsible for repairing and/or restoring any portion of the roadway damaged during construction.
- Licensee must restore shoulder of highway to its original or better condition to include reseeded, replacing sidewalk, fencing, pipe, culverts or signs removed or damaged during construction.
- Striping is to be replaced with the same material within 48-hours of completion of the permit. The materials must maintain City of West Jordan standard specifications for 6-months.
- No storage of backfill material or pipe will be allowed within the ASHTO Clear Zone. Excavations to be backfilled daily if possible.
- If excavation is within 350-feet of an intersection, permittee is required to contact the City Traffic Engineer for requirements.
- Permittee will comply with all applicable environmental laws.

EXHIBIT B

- All borings shall show an approved cross section showing all other existing utilities, and clearances from such.
- Steel drum vehicles or steel tracked vehicles or equipment shall use minimum ¼ inch plywood over railroad concrete pavement to protect the concrete while crossing the railroad track area.
- For concrete paved roadways, the permittee is responsible for all panels that have 2-inch holes bored into the panel. If these panels fail in the future due to the bores, the Permittee will be required to replace the affected panels.

Accepted By:

My carrying out the activities allowed by this permit is conclusive evidence that I have accepted all provisions, limitations, and restrictions of the permit and attachments, understand and agree to all penalties for failing to comply with them and understand my ability to review a sample permit and applicable attachments at the City Engineer's office.

Permit Applicant:

 Name Title Date

Attach the following documents: **All documents and fees must be paid before an Encroachment Permit will be issued.**

- | | |
|--|--|
| <input type="checkbox"/> Bond (\$10,000 for one cut / \$ 25,000 for multiple cuts) | <input type="checkbox"/> Current copy of Liability Insurance (See #5 for verbiage) |
| <input type="checkbox"/> Traffic Control Plan | <input type="checkbox"/> Site Plan |
| <input type="checkbox"/> Fees Paid | |

Processed and Approved By:		
Name	Title	Date
Name	Title	Date

Inspections

Beginning of Work: Phone call received:	Inspection Completed By/Date:		
Intermediate Work: Phone call received:	Inspection Completed By/Date:		
Intermediate Work: Phone call received:	Inspection Completed By/Date:		
Completion of Work: Phone call received:	Inspection Completed By/Date:		
Final Inspection and Release			
Inspector Approval		Administrative Approval to Release	
Signature	Date	Signature	Date

EXHIBIT C



City of West Jordan
Building & Safety
8000 South Redwood Road
West Jordan, UT 84088
(801) 569-5050
Fax (801) 569-5099

BUILDING DEMOLITION(S)

A Building Permit and fee are required for each building demolition. The fee for a building demolition permit is \$126.25 per building.

Follow these steps to expedite your demolition permit:

1. Fill out a building permit application, with the address, type of structure to be demolished, and contractor(s) information.
2. Submit approval letter from the State Division of Air Quality 801-536-4053. Jobs having Asbestos requires an inspection by a Utah Certified Asbestos Inspector prior to disturbing suspected asbestos. 801-536-4451.
3. Submit approval letter from the Salt Lake Valley Health Department. Ph. 801-313-6626, 788 E Woodoak Lane, Murray.
4. Notify and request disconnection from the following utilities and **provide a signature from the West Jordan Engineering department for water and sewer disconnection.**
5. If contractor/company disturbs or removes painted or coated surfaces greater than 6 sq ft in a room on the interior or 20 sq ft on the exterior of target housing or child-occupied facilities built before 1978, the company may be subject to the *new lead based paint and/or renovation, repair and painting rule*. 801-536-4018

-
- a. Rocky Mountain Power - ph. 888-221-7070
 - b. Questar Gas – ph. 800-323-5517
 - c. West Jordan Water & Sewer
Engineering Department
Ph. 801-831-7172
Signature _____ (W.J. Representative) Print Name _____
 - d. Phone, Cable, and any other service to the building.

The above items must be submitted to this office before a permit will be issued.



CITY OF WEST JORDAN BETTERMENTS

The City has requested the following Betterment Work be included with the Project Work:

7000 Betterment Work

City has provided concept layouts for proposed Betterment Work as shown and described below. Final Betterment Work plans will be memorialized through a separate supplemental agreement between UDOT and the City.

1. Upgrade existing 12-inch sewer to 24-inch sewer from sta. 1+00 to sta. 5+25 +/-.
2. Install new 24-inch secondary water pipeline casing from sta. 1+00 to sta. 6+05 +/-.

9000 South Betterments

City has requested Betterment Work as listed below. Final Betterment Work plans will be memorialized through a separate supplemental agreement between UDOT and the City. City shall be responsible for permitting costs associated with Betterment Work.

1. Upgrade existing 12-inch sewer to 24-inch from Winthrop Circle to approximately 3450 West.
2. Water upgrades:
 - a. Replace existing 10-inch waterline with new 12-inch DIP waterline or equivalent from Winthrop Circle to hospital connection.
 - b. Replace 12-inch waterline with new 12-inch DIP waterline or equivalent from old PRV location to hospital connection.
 - c. Place new 16-inch waterline in same approximate alignment as the existing 16-inch water to replace Zone 1 pipe and connect to Zone 2 transmission with 16 inch pipe. Length of pipe installation shall be based on pressure class.
3. PRV upgrades:
 - a. Combine two existing PRV's vaults in 9000 South into one vault. It is anticipated that the existing PRV vault located in 9000 South, within the south park-strip, will be a Project Work conflict resulting in Utility Work at UDOT's cost. City requests the existing PRV within 9000 South, within roadway, be placed into the PRV vault being relocated as Project Utility Work. The Utility Work to abandon the 9000 South PRV, within roadway, and to combine the two PRV vaults is pro-rated Betterment Work. Costs of the Betterment shall include, design, right-of-way, materials, and construction exceeding the Project Work conflict requirements.



CITY OF WEST JORDAN AESTHETIC AND LANDSCAPE BETTERMENTS

The City has requested the following Betterment Work be included with the Project Work:

UDOT will include the following Aesthetics and Landscaping Betterment Work items into the Project Work. UDOT will supplement up to \$100,000.00 towards each City intersection at 7000 and 9000 South for Aesthetics and Landscaping Betterment Work. UDOT and the City shall enter into supplemental agreements to cover Aesthetics and Landscaping Betterment Work described below. City will be responsible for paying the actual costs greater than \$100,000.00 associated with the Aesthetics and Landscaping Betterment Work items, based on UDOT’s actual quantities placed.

Description of Aesthetics and Landscaping Betterment Work:

Element	Desired City Betterment
<u>Parapets:</u>	1. Add the City of West Jordan logo to one or two visible locations on each bridge at 7000 and 9000 South.
<u>Lighting and Traffic Signal Poles:</u>	1. Matching all City affected streetlights to new LED standards, both arterial and local streetlights. Lights must match Section 16500 and current manufacturer specifications. 2. Traffic Signal Poles shall be black powder coated as minimum standard.
<u>Landscaping Remnant Parcels:</u>	1. Sod, trees, plants, and sprinkler systems installed according to City Parks’ standards, which will be maintained by the City.



**CITY OF WEST JORDAN
SUPPLEMENTAL AGREEMENT NO. ____**

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, **Utah Department of Transportation**, (“UDOT”), and **City of West Jordan** a Municipal Corporation of the State of Utah, (“City”) each as (“Party”) and jointly as (“Parties”).

The parties hereto entered in to a Master Utility Agreement (MUA) dated _____, UDOT Finance No. _____. All the terms of the Master Utility Agreement remain in full force and effect unless otherwise specified herein.

The Parties agree as follows:

1. UDOT will perform the following described Utility Work in accordance with the terms and conditions of the MUA:
 - a. Description of Utility Work to be performed, including proposed location, described in Exhibit “A” that is incorporated by reference: (Plan Sheets Attached)
 - b. The City requirements as shown in the MUA – City Requirements, are modified as follows:
 - i.
 - c. Anticipated duration of Utility Work:
 - d. Total estimated cost of City’s (100% reimbursable) outside services: (Detailed Estimate Attached)

2. UDOT will notify the City’s Project Representative, David Murphy, telephone number (801 569-5074, email davidm@wjordan.com at least 48 hours in advance of beginning the Utility Work covered herein, or in accordance with the specific terms of the MUA, as applicable.



Project No. S-0154(12)11, Salt Lake County
4 Interchanges on Bangerter Highway
CITY OF WEST JORDAN
Charge ID No. 71939 PIN 12566
EXHIBIT F – SAMPLE SUPPLEMENTAL AGREEMENT

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 written above.

ATTEST:

City of West Jordan

Title: _____

Title: _____

Date: _____

Date: _____

(Impress Seal)

.....

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

UDOT Comptroller Office
Contract Administrator

.....