TO: Salt Lake City Council
    Jill Remington Love, Chair

FROM: Frank Gray, Director of Community & Economic Development

SUBJECT: Inter-Local Cooperation Agreement
         300 West 1300 South Right Turn Lane Installation
         UDOT No. F-LC35(175)
         Salt Lake City Job No. 108046

STAFF CONTACT: John J. Naser, P.E., City Engineer, 801-535-6240,
                john.naser@slcgov.com
                Jeff Snelling, S.E., Deputy City Engineer, 801-535-6140
                jeff.snelling@slcgov.com
                Stephanie Toombs, P.E., Project Manager, 801-535-6374,
                stephanie.toombs@slcgov.com
                Kevin Young, P.E., Transportation Planning Engineer, 801-
                535-7108, kevin.young@slcgov.com

DOCUMENT TYPE: Resolution

RECOMMENDATION:
Approve a resolution authorizing the Mayor to sign the attached Interlocal Cooperative
Agreement with the Utah Department of Transportation (UDOT) for the design and
installation of a right turn lane on 300 West at 1300 South.

BUDGET IMPACT:
The Wasatch Front Regional Council has approved a total of $250,000.00 of Congestion
Mitigation / Air Quality Program (CMAQ) funds for this right turn lane project. The
Interlocal Agreement provides for the City’s use of these funds and requires the City provide
$18,154.00 in matching local funds for the project. Current City funds of $50,000 are
budgeted for this project in cost center 83-11047. Of this amount $30,000.00 is currently
cumbered for the preparation of the environmental document. Encumber $18,154.00 from
83-11047-2740. The IFAS number is 83100418-695.
The project will be separated into design and construction phases with the City providing the local matching funds for each. The City’s obligation to pay its matching share for design shall not arise until the City concurs with UDOT’s determination that the environmental document is complete and it is appropriate to proceed with the design phase of the project. The City’s obligation to pay its matching share for construction of the improvements shall not arise until the design is acceptable by the City and it is appropriate to proceed with the construction phase of the project.

Upon completion of this cooperative agreement and the environmental document, the City will select an engineering consultant through UDOT’s “pool” contract to provide design for this project. Following design, a construction engineering consultant will also be selected through the UDOT pool contract to manage construction of the improvements. The remaining portion of the matching local funds will be encumbered prior to the award of the construction agreements and contracts.

**BACKGROUND/DISCUSSION:**
The project involves widening the east side of 300 West approximately 300-feet south of the 1300 South intersection and installation of a right turn lane (northbound to eastbound). The widening will occur in the existing 300 West right-of-way and parkstrip frontage adjacent to Lowes Home Improvement store. Construction will include asphalt pavement, curb and gutter, a retaining wall, pedestrian ramps, sidewalks, and landscape restoration. The project requires the relocation of a Rocky Mountain Power transmission pole, several distribution poles, a traffic signal mast arm pole, controller cabinet, and other utility adjustments. The transmission pole will be relocated into an existing Rocky Mountain Power utility easement.

The separation of right turn movements from through traffic will reduce delay and congestion, which will also help in reducing emissions. This improvement will create a street section having two northbound through lanes and a separate right turn lane.

Construction is anticipated in 2011 to insure WFRC funds are available for this project.

**Alternates**
Leave the intersection at the existing configuration.

**History**
A dedicated right turn lane on 1300 South was added at the SW corner in 2003 as part of the WalMart development. In 2007, the street was re-striped to add an additional left turn lane for both the northbound and southbound directions thereby creating dual left turn lanes. The 300 West right-of-way needed for this project was secured with the Lowes development in 2006. The addition of the right turn lane on 300 West is consistent with regional and local plans.
The 300 West corridor has developed and continues to develop with retail development. 1300 South provides access to the I-15 freeway. Traffic volume continues to grow in this area.

PUBLIC PROCESS:
The project conceptual scope will be reviewed with the adjacent businesses during the environmental document process. A presentation of the project will be held at the Ball Park Community Council. Information cards will be delivered to the other nearby businesses on 1300 South (400 West to 200 West). The questions and comments from this process will be included in the Environmental Document. Additional public meetings will occur during design and construction, as needed.
RESOLUTION NO. __________ OF 2011

Authorizing the approval of an
interlocal cooperation agreement
between Salt Lake City Corporation and
the Utah Department of Transportation

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

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:

   Inter-local Cooperation Agreement - Federal Aid Agreement for Local Agency Project, CFDA No. 20.205 – between the Utah Department of Transportation and Salt Lake City Corporation regarding 1300 South and 300 West, Salt Lake City, Project Number F-LC35(175).

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

3. Ralph Becker, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes as 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 ________________________, 2011.

SALT LAKE CITY COUNCIL

By: _________________________
   CHAIRPERSON
ATTEST AND COUNTERSIGN:

______________________________
CITY RECORDER

APPROVED AS TO FORM:

______________________________
SENIOR SALT LAKE CITY ATTORNEY

HB_ATTY-#17009-v1-Interlocal_resolution_UDOT_1300_South_&_300_West.DOC
The Utah Department of Transportation (UDOT) will authorize the Local Agency to proceed on the project upon execution of this agreement providing the Local Agency has complied, or hereby agreed to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87, and A-133, (4) Utah State Code, (5) Utah Department of Transportation Local Government and State Aid Project Guide, (6) the Federal Aid Project Agreement entered into between UDOT and the Federal Highway Administration (FHWA), relative to the above project. Federal funds which are to be obligated for the project may not exceed the amount shown herein, without written authority by UDOT, subject to the approval of FHWA. All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. The Local Agency is responsible for all increased costs to UDOT if the Local Agency decides not to proceed after signing this agreement. No costs are eligible for federal-aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

State Wide Transportation Improvement Program STIP 2011 - 2014

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<td>6.77%</td>
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</table>

*http://www.udot.utah.gov/gp/stpfundtable

Upon signing this agreement the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency agrees to pay 100% of the overruns that exceed $268,154 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to Stephanie Toombs at STEPHANIE.TOOMBS@SLCGOV.COM the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
Provisions

I. Roles and Responsibilities:
In accordance with 23 U.S.C. 109(e) and 23 CFR 655.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

II. Project Authorization for Federal-aid:
The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any Federal-aid project. Federal funds shall not participate in costs incurred prior to the date of Authorization except as provided by 23 CFR 1.9(b).

III. Agreement provisions:
The Local Agency accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

IV. Liability:
Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys’ fees for injury or damage of any kind, arising out of the Local Agency’s 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 Indemnities’ failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency’s negligent acts, errors or omissions in the performance of this project.

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.

V. 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.
e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

VI. Single Audit Act:
The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, http://www.whitehouse.gov/omb/circulars/a133/a133.html. A sub-recipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

VII. Maintenance:
The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT’s "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."

VIII. Availability of Records:
For a period not less than three (3) years from the date of final project close out with Federal Government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the State and Federal Government, or furnished upon request.

IX. Payment and Reimbursement to UDOT:
UDOT shall not be ultimately responsible for any of the cost of the project. The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the Federal Government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project overruns in costs, the Local Agency shall pay the additional amount required within 30 days of receiving the Invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.
If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial close out of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

X. Reimbursement Claims by Local Agency:
The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

XI. Right of Way:
The Local Agency shall comply with 23 CFR 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR 710.203. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

For real property disposals the Local Agency shall comply with 23 CFR 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to http://www.gpoaccess.gov/cfr/retrieve.html for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate Metropolitan Planning Organization or the Joint Highway Committee.

For UDOT right-of-way certifications required for advertising access the following:
8,34728

XII. Change in Scope and Schedule:
The Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders.

At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency agrees they will be responsible for 100% of the costs of all change orders on the project not reimbursed by FHWA.

XIII. UDOT Service Costs:
UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XIV. Local Agency Concurrence:
Notwithstanding anything to the contrary in this agreement, the City's obligation to pay its matching share shall not arise until the City concurs in UDOT's determination that it is appropriate to proceed with a new phase of the project. Phases typically include environmental, design, right-of-way and construction.

Reviewed and approved by the UTAH AG's office on September 27th, 2010.

XV. Content Review:
Language content was reviewed and approved by the Utah AG's office on January 12, 2009.
GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. General Provisions: The Grantee will comply with all Federal laws and requirements which are applicable to Federal-aid transportation programs, administered by the U.S. Department of Transportation, Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.

2. Modification: This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.

3. Retention and Custodial of Records:
   (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
      (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
   (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
   (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.

4. The retention period starts from the date of the submission of the final expenditure report.

(b) The Secretary of Transportation and the Comptroller General of the United States, or any duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excepts, and transcriptions.

4. Equal Employment Opportunity:
   (a) The application/recipient agrees to incorporate in all contracts a written provision for compliance with Executive Order 11246, as amended, and implementing regulations of the Department of Labor (29 CFR 20), the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
   (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for materials, supplies, or equipment over $10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
   (c) The application/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age, and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607.1, and the Affirmative Action Guidelines, 29 CFR 1608.

5. Copeeland Act: All contracts in excess of $2,000 for construction or repair awarded by the recipient and its contractors or subcontractors shall include a provision for compliance with the Copeeland "Anti-Kickback" Act (16 U.S.C. 474) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is entitled, if he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.

6. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than $1,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276h) and as supplemented by Department of Labor regulations (29 CFR, Part 3). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a written determination made by the Secretary of Labor, issued in accordance with the act. Wages shall be paid to laborers and mechanics at the rate not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the GCAO.

7. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by recipient in excess of $2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 510 and 570) as amended by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 9 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 6 hours in any calendar day or 40 hours in the workweek. Under section 107 of the Act, if applicable to the contract, the work is such that it provides that no laborer or mechanic shall be required to work in an unhealthful or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. The above requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Access to Records: All negotiated contracts (except those of $10,000 or less) executed by the recipient shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excepts, and transcriptions pursuant to the regulations of the Department of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Civil Rights Act: The recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, national origin, sex, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
   (a) The primary purpose of instrument is to provide employment, or
   (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

10. Nondiscrimination: The applicant/recipient hereby agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the ground of race, color, national origin, sex, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standards, Civil Rights assurances with regard to the States' highway safety programs that the recipient is required to incorporate in this Agreement, including the right to use same on any other Government work without additional cost to FHWA.

11. Rehabilitation Act: The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all regulations imposed pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded, denied the benefit of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.

12. Government Rights (Unlimited): FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same in any other Government work without additional cost to FHWA.

13. Accountability of equipment acquired: In prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.

14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.

15. In General Workforce: By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate action against drug users. The recipient promises to ensure that no employee or any of its employees will use or be found to be using or to be under the influence of any controlled substance during the performance of work under this agreement, it will be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the GCAO.

16. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of $100,000: By signing this agreement, the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352), which prohibits the use of Federal appropriated funds for lobbying for Federal legislation. The recipient further certifies that it is in compliance with the Act of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federal appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of $100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and amount of each person paid or performing services who payment is made, the amount paid, and the activity for which the person was paid.

50503.2-M-34b
Form FHWA-1273 (Rev. 3-94)
### Exhibit A

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<td>FINET Number</td>
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<td>52622</td>
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Language added at the request of Salt Lake City. Language derived from old cooperative agreement boilerplate.

**Inter-local Cooperation Act Requirements:**

a. This agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Inter-local Cooperation 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 the 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 for herein, it shall be administered by the mayor of the LOCAL AUTHORITY 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.

**Duration:** The term of this agreement shall begin on the date it has been approved by all parties pursuant to this Exhibit A, and shall terminate as provided in Section V, which termination date shall be not more than 50 years after the beginning of the term.
Consultant Services
Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 1/18/2011
PM REQUEST DATE 1/6/2011

FEDERAL AID AGREEMENT NO.

| Project No. | F-LC35(175) |
| PIN No. | 6605 |
| Project Location | 1300 SOUTH & 300 WEST |
| FINET Prog Code No. | 52613 |

**UDOT Project Manager**
Ritchie Taylor
2010 South 2760 West
Salt Lake City, UT 84104
(801)887-3631
ritchietaylor@utah.gov

**UDOT Contract Administrator**
Michael R. Butler
PO Box 148490
Salt Lake City Utah 84114-8490
(801)965-4419
michaelbutler@utah.gov

**Local Government**
Salt Lake City
451 S STATE
Salt Lake City, UT 84111
Stephanie Toombs, (801) 535-6374
STEPHANIE.TOOMBS@SLCGOV.COM

| Project Value | $268,154 |
| Federal Match | $250,000 |
| Local Government Match | $18,154 |
| State Match | $0 |

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

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Revised 12-7-09