# OGDEN CITY <br> CONTRACT APPROVAL CHECKLIST - GRANT 

## Contract Type:

Contract Title:
Agreement - 2nd Street Reconstruct Phase 1 Contract Amount:
Period of Performance:
Contract ID:
Vendor/Customer:
Contracting Manager:
Department:

## APPROVALS:

Comptroller:
Fiscal Operations:
Grant:
City Attorney:
(Katie Ellis)
Division Manager:
Department Director:
CAO Review:

2/27/2024
Grant
Local Transportation Funding
3,522,000.00

- 11/28/2028

5001
Weber Area Council of Governments
Daniel Gillies
PS - Engineering

DATE APPROVED:
2/27/2024
2/14/2024
2/27/2024
2/27/2024

2/27/2024

## LOCAL TRANSPORTATION FUNDING AGREEMENT

## Project: $\mathbf{2}^{\text {nd }}$ Street (Phase 1)

This Local Transportation Funding Agreement (the "Agreement") is entered into by and between the County of Weber, Utah (the "County") and Ogden City (the "City"), individually referred to as "Party" and jointly referred to as "Parties."

WHEREAS, Utah Code Annotated § 59-12-2217, the County Option Sales and Use Tax for Transportation, provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding for transportation and transit projects or services ("Transportation Funding"), and

WHEREAS, the Weber Area Council of Governments ("WACOG") is the council of governments with the authority to work with the Board of Weber County Commissioners (the "County Commission") to prioritize and approve Transportation Funding for such projects; and

WHEREAS, the City submitted a timely and complete application to WACOG, which is attached as Exhibit A of this Agreement, requesting Transportation Funding for the City's 2 ${ }^{\text {nd }}$ Street (Phase 1) Project; and

WHEREAS, the City has committed "Matching Contributions" to the Project, as evidenced in its funding application; and

WHEREAS, the amount of the City's Matching Contributions meets the Local Matching Funds Requirement established by WACOG Policy; and

WHEREAS, the City's application was approved by WACOG on November 6, 2023 and subsequently approved by the County Commission on November 14, 2023; and

WHEREAS, the County Commission, in consideration of the recommendations of WACOG, has awarded the City up to $\$ 3,522,000$ in Transportation Funding (the "Award") programmed for the calendar year 2026, subject to the County and the City entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the City agree as follows:

## 1. Scope of Project; Eligible Use of the Award

A. The County shall pay the City the Award to cover expenses that are necessary for the completion of the activities specifically described in Exhibit A (the "Project"). If there is a conflict between the terms and provisions of Exhibit A and this Agreement, the terms of this Agreement shall govern.
B. The City shall only use the Award to cover necessary expenses that fall within the scope of the Project. The City shall use the Award in compliance with all program
policies that have been adopted by WACOG. Should any provision of the program policies conflict with state or federal law, the conflicting provisions of state or federal law shall govern.
C. The City must expend its Matching Contributions toward the Project before receiving the Award. For purposes of this Agreement, the amount of the Matching Contributions shall be the amount shown in the Project Cost Estimate section of Exhibit A. The reimbursement payments described in Section 4 of this Agreement shall not commence until the County has received and verified evidence of the City's expenditure of the Matching Contributions.
D. The City may make revisions to the scope of the Project with written approval from the County Commission where such revision does not materially alter the scope of the Project. The Parties are not required to execute an amendment to this Agreement in making such revisions. Instead, the written approval shall be incorporated into Exhibit A and shall be retained on file with the original Agreement.
E. For illustration purposes only, a revision to a Project may include a change in the design, implementation, or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the scope of the Project that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the City's budget for the Project and/or the Award to City set forth in this Agreement.
F. In no event shall a revision to the scope of the Project entitle the City to an additional allocation of Transportation Funding unless the City and the County execute a written amendment to this Agreement to increase the Award. The County Commission, in its sole discretion, and in consideration of a recommendation from WACOG, may approve and authorize additional Transportation Funding for the Project. However, no such additional allocation is guaranteed.
G. The County is not responsible for the construction, maintenance, or completion of the Project.

## 2. Transportation Funding Subject to Availability

A. The City acknowledges that the County cannot guarantee the payment of Transportation Funding that has not yet been appropriated, including such funding that makes up the Award. While the County may not use those funds for purposes or projects that have not gone through the WACOG process, which is outlined in Utah Code Annotated § 59-12-2217, there is no guarantee that the applicable tax revenue will be sufficient to fund all approved projects.
B. If there is a funding shortfall at the time the County prepares its budget for one of the
years programmed for the Award, then notwithstanding any other provision of this Agreement, the County may, without penalty or liability of any kind, adjust the Award to the proportional amount of available Transportation Funding, as follows:

The County shall calculate the ratio of money promised for this Project to the total promised money for WACOG approved projects for the year, and then the County shall multiply that ratio by the actual funds anticipated to be available for WACOG approved projects at the time the County prepares its budget for the year.

Here is an example using hypothetical numbers:
Assume the County has promised $\$ 1,250,000$ for this Project for the year 2026. If the County promised a total of $\$ 25,000,000$ for WACOG approved projects for 2026, then the ratio would be $5 \%$. If, at budget preparation time, the available funds were only anticipated to be $\$ 15,000,000$, then the County would only be obligated to pay $5 \%$ of the $\$ 15,000,000$ to this Project, or $\$ 750,000$.
C. If the County pays a reduced proportional amount as set forth above, it shall continue to pay proportional amounts of the funds available for WACOG approved projects in subsequent years, and shall not approve new projects to use those funds for those years until the full amount set forth in this Agreement has been paid. The City specifically acknowledges and agrees that in the event of a funding shortfall, the County shall not be obligated to make up the difference using the County's general funds or any other funding source.

## 3. TERM OF Agreement

This Agreement shall terminate after satisfaction of all obligations accrued or incurred hereunder, or upon completion or cancellation of the Project referenced herein.

## 4. Payments

A. Reimbursement Payment. The County shall pay the Award to the City on a reimbursement basis. The City shall submit reimbursement requests to the County Transportation Fund Manager each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include a signed certification by the City engineer that the expenses for which the City is seeking reimbursement fall within the Project scope under Section 1 of this Agreement. The City may not request reimbursements under this Agreement for work that has not been completed.
B. Advance Payment. The County, in its discretion, may elect to pay the City in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the City's actual, immediate cash requirements in carrying out and completing the work of the Project.
C. Withholding or Cancellation of Funds. The County reserves the right to withhold payments until the City delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
D. Where Payments Are Made. Payments shall be made by check or electronic deposit into City's bank account, according to a mutually agreeable process established by the City and the County.
E. Recoupment. The Award is subject to recoupment by the County for the City's failure to use the funds for the Project in strict accordance with this Agreement and WACOG policies.

## 5. REPORTING REQUIREMENTS

The City shall submit such reports and adhere to all conditions and obligations as are required by the County, which include, but are not limited to, the reporting requirements established under WACOG policies. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the City's records that are related to the Project and/or the City's performance of this Agreement. Notwithstanding any record retention policies, the City shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

## 6. Compliance with Federal, State, and Local Laws

In addition to the requirements set forth in this Agreement and WACOG policies, use of the Award may be subject to various other federal, state, and local laws including, but not limited to Utah Code Ann. §§ 59-12-2217 (as amended) and 59-12-2212.2 (as amended). The City shall comply with all applicable federal, state, and local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

## 7. RETURN OF Funds; RECOUPMENT

A. If the City uses any portion of the Award in violation of this Agreement, including any applicable laws and WACOG policies, then the County may recoup such funding from the City. If the County determines that such a violation exists, the County shall provide the City with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from the County, the City may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment, or (2) written consent to the notice of recoupment.
B. If the City has not submitted a reconsideration request, or if the County denies the reconsideration request, the City shall repay the amount subject to recoupment within 30
calendar days of the request for consideration deadline or the County's denial of the request.

## 8. Withholding Reimbursement; Suspension of Agreement

A. If the City fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:
a. withhold all or any part of payment pending correction of the deficiency; or
b. suspend all or part of this Agreement.
B. Further, any failure to perform as required pursuant to this Agreement may subject the City to recoupment as set forth under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 9 below. The County may also consider performance under this Agreement when considering future awards.

## 9. TERMINATION

A. Termination for Cause. The County may terminate this Agreement for cause if the City fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
a. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
b. The City has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
c. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the City of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the City shall have 15 calendar days to cure the cause for termination. If the City has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the City of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the City are subject to recoupment by the County in
accordance with this Agreement. Any costs resulting from obligations incurred by the City after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.
B. Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

## 10. Close OUT after Termination

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:
A. Upon written request by the City, the County will make or arrange for payment to the City of allowable reimbursable costs that were not covered by previous reimbursements.
B. Within 30 calendar days after the date of termination, the City shall submit to the County all financial, performance, and other reports required by this Agreement and WACOG policies, and in addition, will cooperate in a Project audit by the County or its designee if the County opts to conduct such an audit;
C. Closeout of funds will not occur unless all requirements of this Agreement, WACOG policies, and Federal, State, and Local laws are met and all outstanding issues with the City in regards to this Agreement have been resolved to the satisfaction of the County.
D. Any unused Award funds in the City's possession or control shall be immediately returned to the County.

## 11. INDEMNIFICATION

To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages arising from the City's misuse of the Award; personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons; and in regards to damage to property, arising or alleged to have arisen out of the City's performance of this Agreement, when such injuries to persons or damage to property are due to the actions of the City, its subcontractors, agents, successors, or assigns.

## 12. NOTICES

Any notices required to be given by the County or the City shall be in writing and delivered to the following representatives for each party:

| The County | The City |
| :--- | :--- |
| County of Weber | Ogden City |
| Attn: Transportation Funding Specialist | Attn: Engineering |
| 2380 Washington Blvd., Suite 240 | 2549 Washington Blvd. Suite 760 |
| Ogden, UT 84401 | Ogden, UT 84401 |
| bstewart@webercountyutah.gov | taylornielsen@ogdencity.com |

## 13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

## 14. FUrTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

The City shall, in good faith and to the greatest extent possible, complete the Project in accordance with the City's proposed project timeline in the City's application. City acknowledges that time is of the essence, and City shall exercise due diligence to complete the project in a timely manner.

## 15. ASSIGNMENT

The City shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

## 16. AMENDMENTS

This Agreement cannot be amended or modified except in writing signed by both Parties.

## 17. Venue and Choice of Law

If either Party initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and the City agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

## 18. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

## 19. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

## 20. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

## 21. Headings

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

## 22. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the City represent that one or both of them has the authority to execute this Agreement and to bind the City to its terms.

## BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By
James H. Harvey, Chair
Date $\qquad$

## ATTEST:

[^0]
## OGDEN CITY

Name/Title: Mayor
Date Feb 29, 2024

ATTEST:

Le Ax M Mtersore
Name/Title: Chief Deputy Recorder


Feb 29, 2024

EXHIBIT A
Project Scope

## OGDEN CITY

$2^{\text {nd }}$ Street Reconstruction Phase 1
Washington Bv to Monroe Bv PURPOSE AND NEED STATEMENT


Application for WACOG Local Transportation Funds

## Introduction

In 2017, Ogden City modified the Sheridan and $2^{\text {nd }}$ Street legs of their intersection with Harrison Boulevard; consolidating them into a single signalized intersection. Upon completion of the Harrison Improvement Project, and over the following years, the City has seen a sharp increase in traffic on $2^{\text {nd }}$ Street. Falling roughly 1 mile north of SR-39 and 3.2 miles south of 2700 North, $2^{\text {nd }}$ Street is one of three primary east-west corridors in the northern half of Weber County. $2^{\text {nd }}$ Street links $1-15$ to the major north-south corridors of Wall Avenue, Washington Boulevard, Monroe Boulevard and Harrison Boulevard in the Ogden area. $2^{\text {nd }}$ Street also runs through the large employment area, Business Depot Ogden, just prior to reaching the interstate.

Despite the increasing traffic, the infrastructure of $2^{\text {nd }}$ Street between Washington Boulevard to Monroe Boulevard remains largely unchanged since it was last improved decades ago. Fronted primarily with single family homes, the roadway meets standards typical for a local street but is currently (and will continue in the future) to function as a collector roadway. Presently, the pavement width averages 36 feet in width and has just enough room for two travel lanes along with on-street parking. Sidewalk is missing in some areas of the roadway affecting pedestrian and student routing to the nearby schools. The street is absent a traditional storm drain system and the intersections at Washington and Monroe have substandard queues and/or missing turning pockets.

Should this project be selected for funding, Ogden City would take advantage of the project to improve the culinary water system and strengthen the sanitary sewer system as may be necessary. Identified as a phase 1 project on the Wasatch Front Regional Council's 2050 Regional Transportation Plan, this spring, the Wasatch Front Regional Council TAC recommended \$3,000,000 in funding for this project via their STP program.


2nd Street @ Monroe Bu~ Facing West


2nd Street @ Gramercy~ Facing West

## Project Description

The project proposes to improve 0.83 miles of $2^{\text {nd }}$ Street between Washington Boulevard (Us89) and Monroe Boulevard. "Strip" type right of way acquisition is very necessary to assure there is adequate room for the additional pavement width and relocation of Rocky Mountain Power poles. Additionally, many of the fronting parcels will require construction easements for grading and driveway tie-ins. Project costs will cover standard items such as remove/replace the pavement section, full length sidewalk on both sides of the roadway, curb \& gutter, and storm drainage. Pedestrian warning systems such as RRFB's are proposed at 2 locations and street lighting planned to improve pedestrian safety.


## Timeline and Funding

The $2^{\text {nd }}$ Street Reconstruction Phase 1 application ranks number 1 for WACOG funding and is Ogden's only application for this year. In addition to the $\$ 3,000,000$ STP funding, Ogden City is also prepared to cover the costs of all culinary water improvements expected to be $\$ 279,800.00$. If this project were selected, design work and right of way acquisition would begin at the earliest in 4 years whereat design/acquisition are estimated to take a year to complete.

The total cost for this work is projected to be $\$ 6,801,400.00$. Ogden City is requesting $\$ 3,521,600.00$ from the Transportation Sales Tax Project Fund to cover the costs associated with acquisition and construction. The attachments following this page detail the project cost.


2nd Street on-Street Parking


2nd Street East of Washington Bv

## Purpose \& Need (Goals)

1) Increase separation between on street parking and traveled lanes.
2) Install right turn pockets to improve capacity and safety.
3) Add pavement width to install a Two-Way Left Turn Lane, which will improve capacity reduce rear end accidents.
4) Install sidewalk on both sides of 2 nd Street serving transit users, residents, and school age pedestrians.
5) Improve intersection alignments and remove antiquated storm drain inlets.
6) Offset roadway widening by added two midblock crossings retaining community connectivity.
7) Resolve excessive crown and small corner radii.
8) Install better street lighting and RRFBs to serve vulnerable roadway users.

APPLICATION INFORMATION - Notice: Due Monday, July 10, 2023


## Weber County Council of Government Funding Application

Note: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Weber County. The Applicant is responsible for the maintenance and upkeep of the project during implementation and after project completion.

Your signature below certifies that the information contained in this application is true and correct and indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature:
Date:

PROJECT INFORMATION

(A location map with aerial view must be attached)

| Facility Length: | 0.83 | Jurisdiction | State Owned | No | Locally Owned | Yes | Multiple (Lss Other Agencies) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

## Brief Project

Description:
(Attach conceptual plans if available):

Average Daily Traffic (ADT) has increased on 2nd Street since the intersection of 2nd Street/Harrison Blvd in 2017. Structurally, the pavement is distressed and is rated as poor. Severe cross-slopes, deep gutters and antiquated storm drain inlets are out of standard and are liabilities. Missing sidewalk, insufficient space for bike lanes and small queues at signalized intersections are also issues.

Have any public information or community meetings been held?
No
Yes/No

Describe public and private support for the project.
(Examples: petitions, written endorsements, resolutions, etc.):
2nd Street is a phase 1 project on the WFRC 2050 Regional Transportation Master Plan


## Project Details

Please identify preservation stategies the jurisdiction has in place by ordinance or policy. Note - Each Cell Must be acknowledged

| Land Use R | Regulation: | Less th | , an Fee Simple Acquistion |  | Mitigation/ Negotiation | Fee Si | ple Acquisition |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Yes | Access Management | Yes | Options to Purchase | No | Transferable Development Rights | No | Hardship |
| Yes | Setback | Yes | Purchase of Development Rights | No | Density Transfers | Yes | Donation |
| Yes | Zoning | Yes | Property Exchange | No | Impact Fee Credits | No | Protective |
| Yes | Site-Plan Review \& Subdivision Controls |  | Other | Yes | Tax Abatements | No | Early |
| Yes | Conditional Use/ Interim Use Permits |  |  |  | Other |  | Other |

## Click Here to Access the WC 2050 Vision Map (for reference purpose)

## Describe existing right of way ownerships along the prolect

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The existing right of way was platted many years ago. Measuring 66 feet in width and the frontage improvements largley consisting of single family residences, 4 feet of acquisition is recommended to "fit" all the proposed improvements.

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Strip acquisitions are critical to increase the pavement width and as a haven for Rocky Mountain Power poles.

## Efforts to Preserve the Corridor <br> ((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project $)$ ) $=($ Percent of Corridor Preserved $)$



| Population Percentage <br> Change |  |
| :---: | :---: |
| (Dato estimate - based to be <br> April 1, 2010 to July 1, 2019) | $\mathbf{5 . 4 0 \%}$ |

Link to City Population Data
Note - Enter zip code, then select city from the drop down list

- Click the - Select a Fact -- down arrow
-Select Populaton, percent change - April 12010 (estimates base) to July 1, 2019, (V2019) (3rd item on the list under Population)

Population - Census, April 1, 2010
Population - Census, April 1, 2020


| Land Use Effectiveness |
| :---: |
| If there is a proposal or plan to change zoning |
| in the project location what would be the |
| potential project cost increase? |



## Anticipated maintenance costs for property(s) acquired.

(should not exceed $5 \%$ of cost)

## No

Expiuin why maintenance cust will be more than $5 \%$



$$
\text { Expiuin why maintenance cust will be more than } 5 \%
$$




Projected


## More than 3 <br> years

Note - The ADT Link will provide information for both Existing \& Projected yolumes. - Data default - Highlights the 2050 Forecast - Identify and select the roadway on the map - In the Lower left hand corner of the page shows a graph (AADT, Historic and Forecast)

- Hover over the last dark gray dot for (Existing Data2017 AADT) \& the last light gray dot for (Projected Data 2050 AADT)

Studies Underway or Completed (Corridor Study, Environmental Impact Statement (EIS), Environmental Assessment (EA), Finding of No Significant Impact

| Project phases included in funding request: |  | Project Funding Request Summary/ Contributions: |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Planning Activities <br> Project Development \& Environment Study | \$ | 6,801,400.00 |  | Sum of Total Project Cost (Calculated Below) |  |
|  |  | \$ |  | 9,800.00 | Sum of Matching Contribution Funds/Inkind/ Other) | (lacal |
| Yes | Right of Way (ROW) <br> Preliminary Engineering/ Final Design Plans | \$ | 482,900.00 | Local Funds ( $20 \%$ min matchreq between the 3) In-Kind Donations (Dollar Value) Other Funding Contributions |  |  |
| Yos |  | \$ | - |  |  |  |
| Yes | Construction <br> Construction Engineering \& Inspection <br> Other: $\qquad$ | \$ | 2,796,900.00 |  |  |  |
| Yos |  |  |  | Weber | Corridor Funding Request |  |
|  |  | \$ | 3,521,600.00 | Weber Sa | les Tax Funding Request |  |
| ** NOTE ** Matching Funds Improve a Project's Potential Recommendation |  |  |  |  |  |  |

Project Cost Summary (In Addition - A detailed project cost estimate must be attached to this application.)


Project Notes
$\square$


| Construction Items |  | Cost | Remarks |
| :---: | :---: | :---: | :---: |
| Pulic Information Services |  | \$22,590 |  |
| Roadway and Drainage |  | \$2,851,745 |  |
| Traffic and Safety |  | \$309,781 |  |
| Structures |  | \$12,200 |  |
| Environmental Mitigation |  | \$16,135 |  |
| ITS |  | \$0 |  |
| Other Construction Cost | Information Needs to be Provided on Separate Spreadsheet | so |  |
|  | Subtotal | \$3,212,451 |  |
|  | Items not Estimated (3\%) | \$96,374 |  |
|  | Construction Subtotal | \$3,308,825 |  |
| P.E. Cost P.E. Subtotal $=$ |  | \$397,059 | 12\% |
| C.E. Cost C.E. Subtotal $=$ |  | \$231,618 | 7\% |
| Right of Way $\quad$ Right of Way Subtotal = |  | \$686,132 | OGDEN CITY WILL PURSUE WACOG ROW PRESERVATION FUNDING |
| Utilities | Utilities Subtotal $=$ | \$213,600 | OGDEN CITY WILL COVER CULINARY WATER COSTS |
| Incentives | Incentives Subtotal = | S0 |  |
| Miscellaneous Miscellaneous Subtoal $=$ |  | so | Information Needs to be Provided on |
|  |  |  | rate Spreadsheet |


| Project Cost Estimate |  | 2022 |  | 2028 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Concept Report Cost |  | \$2,000 | Cost not Eligible for Federal Aid |  |  |
| Work Prior to an Approved Environmental Document |  | \$3,000 |  |  |  |
| Environmental Document |  | \$10,000 |  |  |  |
| P.E. |  |  |  | \$474,200 | OGDEN CITY WILL PURSUE WACOG ROW ogden city will cover cw costs |
| Right of Way |  |  |  | \$898,800 |  |
| Utilities |  |  |  | \$279,800 |  |
| construction |  |  |  | \$4,334,500 |  |
| c.E. |  |  |  | \$276,500 |  |
| Incentives |  |  |  | \$0 |  |
| Aesthetics |  |  |  | \$0 |  |
| Change Order Contingency |  |  |  | \$390,100 |  |
| uDOT Oversight |  |  |  | \$147,500 |  |
| Miscellaneous |  |  |  | \$0 |  |
|  | total | \$5,247,632 | total | \$6,801,400 |  |
|  |  |  |  |  | Remarks |
| Utilities - Not Eligible for Federal Reimbursement |  | \$216,000 |  | \$0 |  |


| Other Contributing Funding Sources (i.e. Additional Sponsor <br> Funds, Developer, etc.) | $\$ 899,732$ | $\$ 1,178,600$ | Information Needs to be Provided |
| :--- | :--- | :--- | :--- |


| Estimated Total Project Cost | 2022 | $\mathbf{\$ 5 , 2 4 7 , 6 3 2}$ | 2028 | $\$ 6,801,400$ |
| :---: | :---: | ---: | ---: | ---: |
| PROPOSED FEDERAL FUNDS REQUESTED | TOTAL | $\$ 4,053,547$ | TOTAL | $\$ 5,242,136$ |
| Required Matching Funds | TOTAL | $\$ 294,353$ | TOTAL | $\$ 380,664$ |
| \begin{tabular}{\|c|r|r|r|r|}
\hline
\end{tabular} |  |  |  |  |
| Project Sponsors TOTAL Estimated Investment | 2022 | $\$ 1,194,085$ | 2028 | $\$ 1,559,264$ |

# Roadway and Drainage 

PROJECT NAME: 2nd Street Reconstruction (Center)

| Item \# | Item | Quantity | Units | Price | Cost | Remarks |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| MISCELLANEOUS |  |  |  |  |  |  |
| 012850010 | Mobilization | 1 | Lump | \$169,421.66 | \$169,421.66 | Usually 7-10\% of construction |
| 015540005 | Traffic Control | 1 | Lump | \$64,541.58 | \$64,541.58 | Usually $3-5 \%$ of construction |
| 01557001* | Maintenance of Traffic | 1 | Lump | \$16,135.40 | \$16,135.40 | Usually $1 \%$ of construction |
|  | Survey | 1 | Lump | \$24,203.09 | \$24,203.09 |  |
|  | SWPPP | 1 | Lump | \$16,135.40 | \$16,135.40 |  |
|  | Utility Investigation | 1 | Lump | \$8,067.70 | \$8,067.70 |  |
| Misc Subtotal |  |  |  |  | \$298,505 |  |
| DEMOLITION |  |  |  |  |  |  |
|  | Sawcut Asphalt | 1,000 | $f t$ | \$3.00 | \$3,000.00 |  |
|  | Sawcut Concrete | 100 | ft | \$6.50 | \$650.00 |  |
|  | Remove Asphalt Pavement | 17,500 | sq. yd | \$7.00 | \$122,502.33 |  |
|  | Remove Concrete Curb and Gutter | 7,666 | ft | \$3.65 | 527,980.90 |  |
|  | Remove Concrete Sidewalk | 26,251 | sq ft | \$0.85 | \$22,313.35 |  |
|  | Remove Concrete Driveway | 732 | sq ft | \$1.60 | \$1,171.02 |  |
|  | Remove Concrete Flatwork (property side) | 12,523 | sq ft | \$0.85 | \$10,644.55 |  |
|  | Remove Waterway | 72 | ft | \$9.60 | \$691.20 |  |
|  | Remove Curb Wall | 206 | ft | \$10.60 | \$2,183.60 |  |
|  | Clearing and Grubbing (Plan Quantity) | 2 | Acre | \$10,500.00 | \$19,359.38 |  |
|  | Remove Tree Small | 18 | Each | \$530.00 | \$9,540.00 |  |
|  | Remove Tree Medium | 12 | Each | \$575.00 | \$6,900.00 |  |
|  | Remove Tree Large | 7 | Each | \$625.00 | \$4,375.00 |  |
|  | Remove Fence | 1,426 | $f t$ | \$7.50 | \$10,695.00 |  |
|  | Remove Dipstone Inlet | 18 | Each | \$200.00 | \$3,600.00 |  |
|  | Remove Dipstone Junction Box | 10 | Each | \$950.00 | \$9,500.00 |  |
| 022210095 | Remove Pipe Culvert | 1,358 | $f t$ | \$18.00 | \$24,444.00 |  |
|  | Remove Fire Hydrant | 6 | Each | \$465.00 | \$2,790.00 |  |
|  | Remove Signal Ped Pole | 2 | Each | \$2,000.00 | \$4,000.00 |  |
| 023160020 | Roadway Excavation (Plan Quantity) | 11,246 | cuyd | \$15.50 | \$174,313.86 |  |
|  | General Excavation | 2.176 | cuyd | \$14.50 | \$31,549.18 |  |
| Demo Subtotal |  |  |  |  | \$492,203 |  |
| ROADWAY |  |  |  |  |  |  |
| 027210020 | Untreated Base Course (Pian Quantity) | 12,454 | cuyd | \$33.00 | \$410,969.89 |  |
|  | Granular Borrow (Plan Quantity) | 1,200 | cuyd | \$26.50 | \$31,800.00 |  |
|  | UDOT PG-64 HMA | 8,747 | Ton | \$86.00 | \$752,236.16 |  |
|  | HMA - $3 / 4$ inch Driveways | 3,617 | sq ft | \$5.00 | \$18,085.00 |  |
| 027710025 | Concrete Curb and Gutter Type B1 | 6,600 | ft | \$18.00 | \$118,800.00 |  |
|  | Concrete Waterway | 74 | $f$ | \$72.00 | \$5,328.00 |  |
|  | APWA Type P Concrete Curb Wall | 50 | ft | \$26.00 | \$1,300.00 |  |
|  | Concrete Driveway Flared, 6 inch Thick | 10,896 | sqft | \$6.30 | \$68,644.80 |  |
|  | Concrete Sidewalk 6" Thick | 29,997 | sq ft | \$5.40 | \$161,983.80 |  |
| 027760030 | Concrete Flatwork 4 inch thick | 8,119 | sq ft | \$5.00 | \$40,595.00 |  |
|  | Concrete Stairs | 3 | Steps | \$450.00 | \$1,350.00 |  |
| 027710058 | Corner Pedestrian Access Ramp | 22 | Each | \$1,500.00 | \$33,000.00 |  |
|  | Relocate Mailbox | 26 | Each | \$190.00 | \$4,940,00 |  |
|  | Raise \& Collar SDMH/SSMH | 27 | Each | \$630.00 | \$17,010.00 |  |
|  | Raise \& Collar Valve | 20 | Each | \$500.00 | \$10,000.00 |  |
|  | Raise \& Collar Monument | 7 | Each | \$770.00 | \$5,390.00 |  |
| Roadway Subtotal |  |  |  |  | \$1,681,433 |  |
| Drainage |  |  |  |  |  |  |
|  | Diversion Box Solid Cover and Frame Type A | 6 | Each | \$3,200.00 | \$19,200.00 |  |
| 026330370 | Open Curb Shallow Catch Basin - CB 4 | 15 | Each | \$2,650.00 | \$39,750.00 |  |
|  | Combo Catch Basin | 2 | Each | \$5,050.00 | \$10,100.00 |  |
|  | $6^{\prime} \times 10^{\prime \prime} \mathrm{RCB}$ | 16 | ft | \$680.00 | \$10,880.00 |  |
|  | Canal Transition Structure | 1 | Lump | \$3,000.00 | \$3,000.00 |  |
|  | 36 Inch - Reinforced Concrete Pipe, Irigation/Storm Drain, Class C | 1,270 | $f t$ | \$97.00 | \$123,190.00 |  |
|  | 30 Inch - HDPE, Irigation/Storm Drain, Class C | 895 | ft | \$70.00 | \$62,650.00 |  |
|  | 30 Inch - Reinforced Concrete Pipe, Irrigation/Storm Drain, Class B | 156 | $f t$ | \$79.00 | \$12,324.00 |  |
|  | 24 Inch - Reinforced Concrete Pipe, Irrigation/Stom Drain, Class C | 652 | ft | \$70.25 | \$45,803.00 |  |
|  | 18 Inch - Reinforced Concrete Pipe, Irrigation/Storm Drain, Class C | 318 | $f t$ | \$61.50 | \$19,557.00 |  |
|  | 5 Foot Standard Manhole 3 ft to 5 ft Deep - CB 11 | 9 | Each | \$3,350.00 | \$30,150.00 |  |
|  | 4 Foot Standard Manhole 3 ft to $5 \mathrm{ft} \mathrm{Deep} \mathrm{-} \mathrm{CB} 11$ | 0 | Each | \$2,700.00 | \$0.00 |  |
|  | Canal Headwall | 1 | Lump | \$3,000.00 | \$3,000.00 |  |
| Drainage Subtotal |  |  |  |  | \$379,604 |  |
| PI |  |  |  |  |  |  |
| 013150010 | Public Information Services | 1 | Lump | \$22,589.55 | \$22,590 | Use due to higher \# properties |
|  |  |  |  |  |  |  |

## Traffic, Safety \& ITS

PROJECT NAME: 2nd Street Reconstruction (Center)

| Item \# | Item | Quantity | Units | Price | Cost | Remarks |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| STRIPING |  |  |  |  |  |  |
| 027650050 | Pavement Marking Paint | 136 | gal | \$25.00 | \$3,400.00 |  |
|  | High Visibility Crossing | 1 | Each | \$160.00 | \$160.00 |  |
|  | School Stencil | 2 | Each | \$50.00 | \$100.00 |  |
|  | Bike Stencils | 26 | Each | \$25.00 | \$650.00 |  |
|  | Arrow | 9 | Each | \$35.00 | \$315.00 |  |
|  | Stop Bar | 4 | Each | \$35.00 | \$140.00 |  |
|  | Regular Pedestrian Xing | 6 | Each | \$60.00 | \$360.00 |  |
| SIGNAGE |  |  |  |  |  |  |
|  | Solar RRFB | 2 | Each | \$8,000.00 | \$16,000.00 |  |
|  | Solar School Flasher Assembly | 2 | Each | \$9,000.00 | \$18,000.00 |  |
|  | Sign Type A-1, 30 inch X 30 inch | 8 | Each | \$120.00 | \$960.00 |  |
|  | Sign Type A-1, 12 inch X 18 inch | 16 | Each | \$80.00 | \$1,280.00 |  |
|  | UDOT Standard Anchor and Mount | 28 | Each | \$510.00 | \$14,280.00 |  |
|  | UDOT Standard Post P-3 | 16 | Each | \$90.00 | \$1,440.00 |  |
|  | UDOT Standard Post P-4 | 8 | Each | \$110.00 | \$880.00 |  |
| SIGNALS |  |  |  |  |  |  |
|  | Install UDOT Traffic Signal | 2 | Each | \$75,000.00 | \$150,000.00 |  |
|  | Install Traffic Signal Cabinet | 1 | Each | \$7,500.00 | \$7,500.00 |  |
|  | Install UDOT 1-D conduit grouping | 3,669 | ft | \$14.15 | \$51,916.35 |  |
|  | Install 12"x18" Pull Box | 20 | Each | \$450.00 | \$9,000.00 |  |
|  | Install TS Junction Box | 2 | Each | \$1,600.00 | \$3,200.00 |  |
|  |  |  |  |  |  |  |
| LIGHTING |  |  |  |  |  |  |
|  | New RMP Lighting Meter/Service | 1 | Lump | \$10,800.00 | \$10,800.00 |  |
|  | Install Cobra Head Street Light | 8 | Each | \$2,425.00 | \$19,400.00 |  |
| Traffic and S | ety Subtotal |  |  |  | \$309,781 |  |
| ITS |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| ITS Subtotal |  |  |  |  | \$0 |  |

## Structures

PROJECT NAME: 2nd Street Reconstruction (Center)

| Item \# | Item | Quantity | Units | Price | Cost | Remarks |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BRIDGES |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| WALLS |  |  |  |  |  |  |
|  | 80'x6' Concrete Masonry Unit Wall | 480 | SF | \$15.00 | \$7,200.00 | For 202 Porter Avenue |
| SIGN STR | UCTURES |  |  |  |  |  |
|  |  |  |  |  |  |  |
| HYDRAUL |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| GEOTECH |  |  |  |  |  |  |
|  | Geotech Report | 1 | Lump | \$5,000.00 | \$5,000.00 |  |
|  |  |  |  |  |  |  |
| Structures Subtotal |  |  |  |  | \$12,200 |  |

## Environmental and Landscaping

PROJECT NAME: 2nd Street Reconstruction (Center)

| Item \# | Item | Quantity | Units | Price | Cost | Remarks |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ENVIRONMENTAL |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| LANDSCAPING |  |  |  |  |  |  |
| 029120010 | Contractor Furnished Topsoil | 836.6 | Ton | \$35.00 | \$29,281.18 |  |
|  | Install Sod | 23903.0 | sf | \$3.00 | \$71,709.00 |  |
|  | 4 ft Chain Link Fence, Type I | 1426.0 | ft | \$18.00 | \$25,668.00 |  |
|  | Sprinkler System Restoration | 68.0 | Each | \$350.00 | \$23,800.00 |  |
|  |  |  |  |  |  |  |
| Environmental Mitigation Subtotal |  |  |  |  | \$150,458 |  |

## Utilities, Right of Way, and Incentives

PROJECT NAME: 2nd Street Reconstruction (Center)
Be Aware, Utilities are Killing Projects if they Cannot comply with the Buy America Requirements














## Local Transportation Funding Agreement－2nd Street Reconstruct Phase 1

Final Audit Report

| Created： | 2024－02－28 |
| :--- | :--- |
| By： | Kathryn Wulfe（kathrynw＠ogdencity．com） |
| Status： | Signed |
| Transaction ID： | CBJCHBCAABAAG9A5tJR＿xeaYzbeW8XML76xqHGXIr9el |

## ＂Local Transportation Funding Agreement－2nd Street Reconstr uct Phase 1＂History

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[^0]:    Weber County Clerk/Auditor

