



**State of Utah**  
**Department of Transportation**

<b>Betterment Agreement          Local Agency          Modification to Federal          Aid Agreement          No. _____ (If applicable)</b>	Project Description: <u>US-191 Widening,          Storm water improvements, multi-use          path extension, and sidewalk installation</u>	Estimated Value of Betterment  \$2,236,000.00
	Local Agency: <u>City of Moab</u>	
PIN Number: <u>15329</u> FINET/CID Number: <u>55050</u> FMIS Number: <u>F012730</u>	Project Number: <u>F-0191; P 126.11 –          128.20</u> Project Name: <u>US-191; North Moab to the          Colorado Bridge</u>	Agreement Number (Assigned By Comptrollers)  Date Executed

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

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein.

Description of Work:

-Storm Drain System, City of Moab has major issues with storm water on US-191 from 400 N to SR-128, water collects and given the profile of the road, the water ponds or floods onto private property. The City of Moab has agreed to participate with \$2,000,000.00 toward the storm water system, while UDOT will cover all additional costs needed for the storm water system.

-The City of Moab has been working to extend a multi-use path through town. The path currently extends south from SR-128 along US-191 ending just south of the 500 West intersection. UDOT will extend the path and connect near Emma Blvd, completing the path. The City of Moab has agreed to pay \$161,000 towards the extension of the multi-use path.

-During construction for The Hyatt Place, the developer was required to pay \$75,000 to City of Moab in lieu of required improvements to the property. The City knew that this project was happening and decided it would be better to collect the funds for UDOT instead of having the development make improvements that would potentially have to be removed. The City is now providing these funds to the project.

Betterment Items

Bid Item No,	Description	Quantity	Estimated Unit Price	Estimated Price
	Storm Water System	1	\$2,000,000.00	\$2,000,000.00
	Multi-Use Path	1	\$161,000.00	\$161,000.00
	Sidewalk Replacement Funds(Hyatt Place)	1	\$75,000.00	\$75,000.00
	Subtotal			\$2,236,000.00
	Preliminary Engineering @ _% (If applicable)			NA
	Construction Engineering @ _% (If applicable)			NA
	Total Estimated Cost			\$2,236,000.00

**Total Estimated Reimbursement to UDOT is \$2,236,000.00**

\$1,236,000.00 of the betterment work shall be advanced / deposited with **UDOT** prior to advertising, The additional \$1,000,000.00 will be advanced / deposited prior to October 31, 2020. The **Local Agency** shall deposit said amount with **UDOT's** Comptroller's Office located at UDOT/COMPTRROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500

## Provisions

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

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

The **Local Agency** desires to include the betterment work items described herein in the Project contract work.

UDOT is agreeable to include the **Local Agency's** requested betterment work in the Project contract providing that the **Local Agency** pay the costs, as shown in this agreement. The **Local Agency** agrees that UDOT's Project will not be delayed as a result of adding these betterments, and that no betterments will be added to the bid package until this agreement has been signed by both parties.

The **Local Agency**, at no cost to the Project, shall provide on-call support from **Local Agency's** Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the **Local Agency** work installed by the contractor. The **Local Agency** engineer and/or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on **Local Agency's** facilities in accordance with the plans and specifications provided by the **Local Agency**, including changes or additions to said plans and specifications which are approved by the parties hereto. The **Local Agency**, through their inspection of said work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the **Local Agency** may have with acceptance of said facilities upon completion of construction.

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.

Except in cases of emergency It is understood that access for maintenance and servicing of the

**Local Agency** facilities located on State right of way will be by permit issued by UDOT to the **Local Agency**, and that the **Local Agency** will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

### I. Indemnification:

UDOT and the **Local Agency** 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 said 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.

### II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the **Local Agency** for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the **Local Agency**.
- d. Upon satisfactory completion of the provisions of this agreement.

### III. Maintenance:

The **Local Agency** agrees that, upon completion and final inspection of the Project

construction, to accept, own and maintain the betterment work covered herein at no further cost to **UDOT**.

**IV. Payment and Reimbursement to UDOT:**

The **Local Agency** shall be responsible for betterment costs as shown in this agreement. The **Local Agency** agrees that if it modifies or cancels this betterment agreement at any time after it has been signed, the **Local Agency** agrees to pay any cancellation penalties or costs incurred by **UDOT** as a result of the betterment work scope being modified or cancelled. In the event the **Local Agency** fails to reimburse **UDOT** for the costs included in this betterment agreement, funding for other **Local Agency** projects or B&C road funds may be withheld until the entire payment is made.

**V. Change in Scope and Schedule:**

The **Local Agency** recognizes that if their project scope or schedule changes from the original intent of this agreement, the **UDOT**

Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by **UDOT** as a result of these scope or schedule changes will be the responsibility of the **Local Agency**.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

**VI. Content Review:**

Language content was reviewed and approved by the Utah AG's office on July 19, 2012.

Local Agency				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Program Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			