



**State of Utah
Department of Transportation**

<p>Cooperative Agreement Local Agency Performing Work for UDOT</p>	<p>Project Description: Moab Dispersed Parking Local Agency: Moab City, Utah</p>	<p>Estimated value of scope of work \$5,715,000</p>
<p>Pin: 16912 Job/ Project: S-0191(167)125</p>		<p>Date Executed</p>

THIS AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **MOAB CITY**, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

UDOT requested that the Work be included in the Local Agency’s Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. Unless the parties agree to a lump sum, upon signing this Agreement, **UDOT** agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

Work will be completed as presented to the Utah Transportation Commission on June 25, 2021 and includes the design and construction of approximately 188 stalls of parking on 10 streets using asphalt rather than stamped or colored concrete. All work will be completed by the Local Agency or its contractor to City approved standards. UDOT will reimburse only for items that would be included in a typical UDOT project – with an exception for aesthetic items. An allowance of up to 6% has been approved to be put towards landscaping and aesthetic treatments. Any improvements deemed by UDOT to be in this category and that exceed the allowable amount will be paid for by the Local Agency or removed from the project.

This project was funded through the Utah Transportation Commission in conjunction with two other projects; a trail in Spanish Valley and a Microtransit project. Once this agreement is finalized, it is critical this project be completed. If the Local Agency should decide to terminate this agreement, it will reimburse UDOT for all costs incurred for the work.

The Local Agency shall prepare a monthly or periodic invoice with appropriate documentation of the requested funds for reimbursement. The invoices shall be sent to: Devin Squire, Project Manager, UDOT, PIN #16912, 210 West 800 South, Richfield, Utah 84701 or dsquire@utah.gov.

Costs to include:

<p>LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT</p>	<p>Up to but not to exceed \$5,715,000. Any costs over this amount will be the responsibility of the Local Agency.</p>
---	--

Project Completion Date: December 31, 2022 (flexible)

Billing must be submitted within 3 months of work completion date.

If the actual costs exceed the agreed maximum total cost, **Local Agency** will immediately notify **UDOT** and **UDOT** can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final **UDOT** signoff has occurred, the **Local Agency** will submit the receipts of payments for the Work to the **UDOT** Region office. **UDOT** will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is \$5,715,000

Provisions

Local Agency will include the UDOT's Work provided UDOT pays the actual costs incurred for the Work. Local Agency's contractor will perform the Work described in this Agreement in accordance with UDOT's plans and specifications. Local Agency will notify UDOT two weeks in advance prior to starting the Work so UDOT may inspect the Work. UDOT has the right to inspect the Work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

I. Liability:

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 party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. 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 of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. 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. If a party fails to cure the breach, the other party may terminate this Agreement.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to Local Agency:

UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

V. Change in Scope and Schedule:

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. 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 must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Environmental Compliance

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

VII. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

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.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

This Agreement may be executed in counterparts by the parties.

VIII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

Moab City				Utah Department of Transportation			
By		Date		By		Date	
Chuck Williams, City Engineer				Devin Squire, Project Manager			
By		Date		By		Date	
Mayor Emily Niehaus				Monte Aldridge, Region Deputy Director			
By		Date		By		Date	
				Comptrollers Office			