Cooperative Agreement  
Local Agency Performing  
Work for UDOT

<table>
<thead>
<tr>
<th>Cooperative Agreement</th>
<th>Project Description: Pack Creek Bridge Widening on 400 East, Moab</th>
<th>Estimated value of scope of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Agency Performing Work for UDOT</td>
<td>Local Agency: Moab</td>
<td>$740,000</td>
</tr>
<tr>
<td>Pin: 18404</td>
<td>Job/ Project: 73652</td>
<td>Date Executed</td>
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</tbody>
</table>

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, 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:
Moab city has programmed a match and UDOT has funded a project to widen Structure F-318 – Pack Creek Bridge on 400 East. This will be a 50/50 partnership with each entity contributing $370,000 for a total project cost of $740,000. Moab City will administer the contracts for Design and Construction and UDOT will reimburse for up to $370,000 in costs. No additional money is available from UDOT so any costs over their maximum contribution will be the responsibility of the Local Agency. The project will be completed as scoped in the email and preliminary design attached to this agreement. Any UDOT funds not expended will be returned to UDOT (50% of total underrun).

Costs to include:

| LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT | Up to but not to exceed $370,000 paid at a 50% match on all invoices. Any costs over this amount will be the responsibility of the Local Agency. |

Project Completion Date: December 2022  
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 $370,000**

**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.

<table>
<thead>
<tr>
<th>Moab, Utah</th>
<th>Utah Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By Date</td>
<td>By Date</td>
</tr>
<tr>
<td>Chuck Williams, City Engineer</td>
<td>Devin Squire, Project Manager</td>
</tr>
<tr>
<td>By Date</td>
<td>By Date</td>
</tr>
<tr>
<td>Mayor Emily Niehaus</td>
<td>Monte Aldridge, Region 4 Deputy Director</td>
</tr>
<tr>
<td>By Date</td>
<td>By Date</td>
</tr>
<tr>
<td>Sommar Johnson, City Recorder</td>
<td>Comptrollers Office</td>
</tr>
</tbody>
</table>
Devin Squire <dsquire@utah.gov>

400 E Bridge Widening Info
11 messages

Chuck Williams <cwilliams@moabcity.org>
To: dsquire@utah.gov

Mon, Sep 27, 2021 at 10:31 AM

Devin,

I’ve worked with AJ at CSI to evaluate alternative designs that would achieve our project objectives. We’ve prepared the info below for your review.

The City of Moab has set the following goals for the Pack Creek Bridge Widening Project:

- Continue to provide one lane of traffic in each direction
- Widen bridge to accommodate continuous active transportation across the structure
  - Provide bike lanes in each direction
  - Replace failing steel walkway with concrete sidewalk
- Maintain a No Net Rise condition for the floodplain
- Deliver project for a maximum budget of $740,000
- Complete construction in 2022

No Work Items

- No ROW procurement
- No new utilities
- No existing bridge rehabilitation or load strengthening
- No CLOMR/LOMR

Project Budget Summary

- General Construction (Mob, TC, Survey, PI, etc) = $95k
- Bridge Widening = $300k
- Roadway Tie-ins = $90k
- PE/CE = $142k
- Contingency = $100k
- Total Construction = $485k
- Total Project = $730k

Attached is a sheet showing existing, what was originally requested funding for and what we are proposing now that corresponds to this cost estimate.

Let me know if you’d like to discuss or send the agreement so I can start the review process for signing.

Thanks,

Chuck Williams PE
City Engineer
City of Moab
217 East Center Street
Moab, UT 84532

Office: 435-259-4941
Cell: 435-260-7995

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Devin Squire <dsquire@utah.gov>
To: Chuck Williams <cwilliams@moabcity.org>

This is perfect Chuck thanks! I need to run it by Monte - give me a couple days.

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Devin Squire, PE, PTOE | Project Manager

UDOT | UTAH DEPARTMENT OF TRANSPORTATION

Email dsquire@utah.gov | Cell 801.200.5217
NOTES:
1. ALL SECTIONS LOOKING NORTH
2. FOURTH EAST IS CONSIDERED A MINOR ARTERRIAL

EXISTING

AASHTO TYPE V prestressed concrete deck

INITIAL FUNDING SCHEME

CONCRETE SCCK extension TYP

DESIGN CROSS SECTION

GIRDER
PRECAST CONCRETE
AASHTO TYPE V

MAJOR OVERLAY

ROADWAY
32'-0"
LANE
12'-0"
LANE
12'-0"

BIKE
6'-0"

BUFFER
2'-0"

STEEL WALL

RAIN RAIL

49'-0"
LANE
12'-0"
LANE
12'-0"
TYP
1'-5"

TYP
8'-5"

BIKE
5'-0"

TYP
3'-0"

TYP
3'-0"