



State of Utah
Department of Transportation

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| Cooperative Agreement Local Agency Performing Work for UDOT | Project Description: Moab Downtown Parking Structure Local Agency: The City of Moab | \$8,300,000 |
| Pin: 16912 FINET Program 73036 Project: S-0191(167)125 | | Date Executed |

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

The Moab area has been identified for transportation improvements in area with recreation and tourism activity that experiences significant congestion. Moab City is receiving money designated for this purpose in SB 277 (2017). The Transportation Commission has funded a parking structure in downtown Moab City. Subject to the attached provisions, **Local Agency** will perform the Work for the Project. **UDOT** will not provide any additional funds beyond the lump sum payment amount of \$8,300,000.00.

Description of Work:

Moab City will construct a parking structure in downtown Moab to accommodate 320 parking stalls. The structure will be 4 levels, 3 above ground and 1 below. The chosen location for this structure is on City owned land located mid-block between 100 N and Center Street. The City of Moab will contract engineering, architectural, and any additional services needed to deliver the project for advertisement within 14 months from the effective date of this agreement. No more than 6% or \$498,000 of these funds will be used for structural aesthetics. The City of Moab will also be responsible for construction inspection and engineering management, UDOT will not be paying the City of Moab separately for any of these costs. The City of Moab will own, operate, and maintain the parking facility. Any remaining funds from the parking structure project will be used to further the design and construction of Main Street improvements from 100 S to 200 N as detailed in the funding request. UDOT will give The City of Moab \$8,300,000 for this work. The City of Moab is required to maximize the parking stall to extent feasible. The proposed structure is based on a few assumptions.

1. The parking structure will be four levels, but The City of Moab is concerned that ground water or utilities may make a below ground level unfeasible, height limitations will only allow for 3 levels above ground. If the structure is reduced to three levels, then 320 stalls may not be feasible.
2. Current plans also require some minor right-of-way acquisition, it appears the property owner is agreeable; however, if this property cannot be acquired by The City of Moab, the lack of this right-of-way may also reduce the number of stalls possible.

Costs to include:

List or Description of Items

| Item # | Item Description | Estimated Quantity | Unit Price | Estimated Cost |
|-----------------------------|--|--------------------|--------------------|-----------------------|
| #1 | <i>Downtown parking structure and Main Street improvements</i> | 1 | \$8,300,000 | \$8,300,000.00 |
| #2 | | | | |
| #3 | | | | |
| Estimated Total Cost | | | | \$8,300,000.00 |

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| LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT (Fill in only if actual cost approach is not used.) | \$8,300,000.00 |
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Provisions

. Local Agency's contractor will perform the Work described in this Agreement. If Main Street work is performed, UDOT will review the plans and specifications. The City of Moab will only perform Main Street Work from UDOT approved plans. . Local Agency will notify UDOT two weeks in advance prior to starting the Main Street work so UDOT may inspect the work. UDOT has the right to inspect the Main Street work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Main Street work in accordance with the plans and specifications. UDOT, through its inspection of the Main Street work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of the work. Upon completion of the Main Street work, the Local Agency will contact UDOT for a final review and inspection of Main Street Work. 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:

The City of Moab will maintain the parking structure in perpetuity.

IV. Payment and Reimbursement to Local Agency:

UDOT will pay the lump sum within 30 days from the execution of the agreement by both parties.

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.

| Local Entity | | | | Utah Department of Transportation Region 4 | | | |
|--|--|------|--|--|--|------|--|
| By | | Date | | By | | Date | |
| | | | | | | | |
| By | | Date | | By | | Date | |
| Title/Signature of additional official if required | | | | Rick Torgerson, Region Director | | | |
| By | | Date | | By | | Date | |
| Title/Signature of additional official if required | | | | Comptrollers Office | | | |