CITY OF MOAB RESOLUTION NO. 50-2019
A RESOLUTION APPROVING AN AGREEMENT BETWEEN CITY OF MOAB AND UTAH DEPARTMENT OF TRANSPORTATION FOR WANG UTILITY CONSTRUCTION

The following findings describe the reasons for this resolution and explain its purpose.

a. The City desires to address additional utility replacement and installation needs within the UDOT right of way and in the area affected by the US-191 Widening project.

b. Coordinating installation of these utilities prior to the roadway widening will limit future impacts to the new roadway.

c. The City has arranged with property owners to install minor utility improvements to the east side of the highway simultaneous to the planned UDOT project to widen and reconstruct US-191.

Now therefore, the City of Moab resolves as follows:

1. **Funding Agreement.** The City will enter into a funding agreement paying UDOT monies received from the Wang Organization and establishing provisional cost of the proposed betterments at $132,090.00, and in any case stipulating payment of actual costs incurred by construction.

2. **Effective Date and Duration.** This resolution shall take effect immediately upon passage by the City Council, regardless of the date of publication.

PASSED AND APPROVED by a majority of the City Council, this 12th day of November, 2019.

By: [Signature]
Emily S. Niehaus, Mayor

By: [Signature]
Sommar Johnson, Recorder

Date: 11-12-19

Date: 11-12-19
**State of Utah**
**Department of Transportation**

<table>
<thead>
<tr>
<th>Betterment Agreement</th>
<th>Project Description: US-191 Widening, Wang betterment improvements</th>
<th>Estimated Value of Betterment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Agency</td>
<td>City of Moab</td>
<td>$132,090.00</td>
</tr>
<tr>
<td>Modification to Federal Aid Agreement</td>
<td>Project Number: F-0191; P 126.11 – 128.20</td>
<td>Agreement Number (Assigned By Comptrollers)</td>
</tr>
<tr>
<td>No. (If applicable)</td>
<td>Project Name: US-191; North Moab to the Colorado Bridge</td>
<td>208539</td>
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<tr>
<td>PIN Number:</td>
<td>15329</td>
<td>Date Executed</td>
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<tr>
<td>FINET/CID Number:</td>
<td>55050</td>
<td>11/20/2019</td>
</tr>
<tr>
<td>FMIS Number:</td>
<td>F012730</td>
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</table>

**THIS AGREEMENT**, made and entered into the date shown below, 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,"

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. Upon signing this agreement, the **Local Agency** agrees that the costs shown below are estimates only and that the **Local Agency** will be responsible for paying the actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

**Description of Work:**
- In conjunction with the planned UDOT project to widen and reconstruct US-191 (Main Street), the Local Agency would like to address additional utility replacement and installation needs within the UDOT right of way. The City has coordinated with property owners to install minor utility improvements to the east side of the highway with this project. Coordinating installation of these utilities prior to the roadway replacement will limit future impacts to the new roadway.
<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Estimated Unit Price</th>
<th>Estimated Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>181</td>
<td>10 Inch Water Service</td>
<td>1 Lump</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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<tr>
<td>182</td>
<td>4 Foot Dia. Sewer Manhole</td>
<td>2 each</td>
<td>$8,000.00</td>
<td>$16,000.00</td>
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<tr>
<td>183</td>
<td>10 Inch Sewer Line</td>
<td>655 ft</td>
<td>$150.00</td>
<td>$98,250.00</td>
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<tr>
<td>184</td>
<td>1D Conduit</td>
<td>192 ft</td>
<td>$20.00</td>
<td>$3,840.00</td>
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<tr>
<td>185</td>
<td>Polymer Concrete Junction Box, Tier 22, Type III</td>
<td>1 each</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$132,090.00</strong></td>
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<tr>
<td></td>
<td>Preliminary Engineering @ _% (If applicable)</td>
<td></td>
<td>NA</td>
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<tr>
<td></td>
<td>Construction Engineering @ _% (If applicable)</td>
<td></td>
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<tr>
<td></td>
<td><strong>Total Estimated Cost</strong></td>
<td></td>
<td></td>
<td><strong>$132,090.00</strong></td>
</tr>
</tbody>
</table>

Total Estimated Reimbursement to UDOT is **$132,090.00**

The total estimated cost of the betterment work shall be advanced / deposited with UDOT prior to advertising or prior to the completion of the work, which ever is applicable. The Local Agency shall deposit said amount with UDOT's Comptroller's Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500

In the event the actual betterment costs are higher, the Local Agency shall pay the additional amount required within 30 days of receiving an invoice from UDOT. In the event the actual betterment costs are lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.
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 actual additional costs incurred. 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 hereof. 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 that 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 all actual costs associated with these betterment items.
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.

<table>
<thead>
<tr>
<th>Local Agency</th>
<th>Utah Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>By</td>
</tr>
<tr>
<td>Title/Signature of Official</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Date</td>
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<tbody>
<tr>
<td>Title/Signature of additional official if required</td>
<td>Program Manager</td>
<td>11/20/2019</td>
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</thead>
<tbody>
<tr>
<td>Title/Signature of additional official if required</td>
<td>Region Director</td>
<td>11/20/2019</td>
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<th>Date</th>
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<tbody>
<tr>
<td>Title/Signature of additional official if required</td>
<td>Comptroller's Office</td>
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