

REQUEST FOR COUNCIL ACTION

SUBJECT: Statewide Utility License Agreement

SUMMARY: UDOT has requested that the City sign a Statewide Utility License Agreement to allow the approval of UDOT permits for operating, constructing and maintaining utility lines and related facilities within state highway rights of way.

**FISCAL
IMPACT:** None.

STAFF RECOMMENDATION:

No recommendation.

MOTION RECOMMENDED:

If you agree the City should sign the Statewide Utility License Agreement.

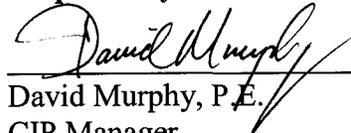
"I move to adopt Resolution No. 14-235 authorizing the Mayor to execute the Statewide Utility License Agreement with UDOT which is required for the City to obtain permits for operating, constructing and maintaining utility lines and related facilities within state highway rights of way within West Jordan.

If you disagree the City should sign the Statewide Utility Agreement

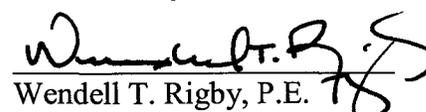
"I move to direct staff to continue to negotiate the terms of the Statewide Utility Agreement with UDOT.

Roll Call vote required

Prepared by:


David Murphy, P.E.
CIP Manager

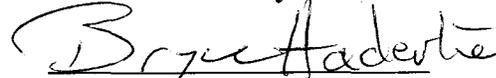
Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Bryce Haderlie
Acting City Manager

BACKGROUND DISCUSSION:

The City of West Jordan signed a statewide license utility agreement with the Utah Department of Transportation January 3, 2002. This agreement allowed the City to operate construct, and maintain utilities in state highway right of way. It also addressed permit requirements, the possibility of special permit requirements, inspection, traffic control, emergency repairs, and the standards of construction when working in UDOT right of way. In January of 2014 the City received a letter from UDOT terminating the 2002 agreement and inviting the City to sign a new agreement.

City staff had the following concerns about the 2014 Statewide Utility License Agreement: (1) that the 2014 Statewide Utility License Agreement should not apply to existing facilities and existing permits; (2) that there should be a “reasonableness” requirement for conditions to be required by UDOT when issuing permits for future work; (3) that there should be a “reasonableness” requirement for minimizing traffic impacts during a project; (4) that the City should not carry liability insurance for its contractors but should only promise that its contractors will maintain similar insurance to that required of the City; and (5) that any applicable statute or administrative rule should be enforced independently and on its own merits, not incorporated as a term in the 2014 Statewide Utility License Agreement.

The enumerated concerns above were based on the following corresponding reasons: (1) that existing facilities and permits may not meet future UDOT requirements; (2) that “reasonable” conditions would be a fair requirement, since this Agreement authorizes UDOT to impose additional special conditions at the time of permitting; (3) that “reasonable” minimization of traffic impact would be a fair requirement and keeping interference to an “absolute minimum” would be a difficult requirement for the City to meet; (4) that the City’s contractors are independent from the City and can and should be responsible for their own actions and inactions and have insurance coverage; and (5) that a separate contract cause of action is unnecessary where a lawfully adopted statute or administrative rule applies.

UDOT has maintained that the license agreement they hope the city will sign is a template UDOT uses with all cities throughout Utah. Because the template is widely used throughout the State, it is unlikely that further negotiations with UDOT will address the concerns above. Also, as long as negotiations continue, no permits will be granted according to State Administrative Code R930-7-6. This will affect future projects that the City desires to construct along UDOT right of way including the 7000 South Storm Drain Project.

Attachments:

- Resolution

- New Statewide Utility License Agreement (3 copies).

- Previous Statewide Utility License Agreement

- Letter from UDOT canceling previous agreement

- Email from UDOT confirming that new permits will not be issued by UDOT in state highway right of way without West Jordan’s approval of new license agreement.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-235

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
STATEWIDE UTILITY LICENSE AGREEMENT**

Whereas, the City Council of the City of West Jordan has reviewed the attached Statewide Utility License Agreement between the City of West Jordan and the Utah Department of Transportation (UDOT) (a copy of which is attached as **Exhibit A**); and

Whereas, the proposed Statewide Utility License Agreement between the City of West Jordan and the UDOT has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Statewide Utility License Agreement between the City of West Jordan and the UDOT is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Statewide Utility License Agreement between the City of West Jordan and the UDOT.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 17th day of December 2014.

Kim V. Rolfe
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Clerk

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

WEST JORDAN CITY CORPORATION
8000 S REDWOOD ROAD
WEST JORDAN, UT 84088

Federal ID No. 87-6000635

**STATEWIDE UTILITY LICENSE AGREEMENT
NONINTERSTATE**

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and WEST JORDAN CITY CORPORATION a Political Subdivision in the State of Utah hereinafter referred to as the "CITY".

RECITALS:

WHEREAS, the parties desire to assist in expediting the approval of UDOT permits for operating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

WHEREAS, the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way; and

WHEREAS, this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the parties desire that this agreement supersedes all previous utility license agreements executed between the two parties

NOW THEREFORE, In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not a permit or a guarantee of a permit. However, UDOT agrees to promptly review any application for a permit that CITY files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7. CITY and UDOT agree to work together in good faith to reach a mutually beneficial decision on any permit application.

(2) **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement.

Permit applications shall be presented to the appropriate **UDOT** Region/District Permits Office which shall have the authority to issue. All previous and future permits are subject to the requirements of R930-7. **UDOT** may apply special limitations for any work within the right of way. The issuance and approval of a permit enables the **CITY** to proceed with the work and permitted use in accordance with the terms of the permit.

(3) **RESERVATION AND SPECIAL PROVISIONS:** **UDOT** reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by **UDOT** may be incorporated into any permit issued after this agreement is executed.

(4) **INSPECTION:** **UDOT** may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. **UDOT's** inspection does not relieve the **CITY** of its responsibilities in meeting the permit conditions and **UDOT's** specifications. The **CITY** is responsible for **UDOT's** inspection costs.

(5) **COSTS:** The **CITY** shall pay the entire cost of the facilities installation.

(6) **BEGINNING CONSTRUCTION:** The **CITY** shall not begin any work on **UDOT** right of way until **UDOT** issues the permit and provides notice to proceed to the **CITY**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements and time period.

(7) **TRAFFIC CONTROL:** In addressing traffic control, the **CITY** shall conduct its construction and maintenance operations in compliance with **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The **CITY** shall submit in advance traffic control plans showing detours and signing operations to allow **UDOT** reasonable time to review the plans. The **CITY** shall not perform full or partial lane closure without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plans and permit conditions.

(8) **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The **CITY** shall perform all work on **UDOT** right-of-way in compliance with R930-7, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

(9) **EMERGENCY WORK:** Emergency work may be done without prior permit if imminent danger of loss of life or significant damage to property exists. In all emergency work situations, the **CITY** or its representative shall immediately contact **UDOT** on the first business day after the emergency and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

(10) **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT:** Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(11) **MAINTENANCE:** The facilities shall at all times be maintained, repaired, constructed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of its obligations, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** for its cost.

(12) **LIABILITY:** Pursuant to R930-7-6(2)(c), the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY**, the Utah Department of Transportation, **CITY's** contractors and subcontractors from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit, whether performed by themselves, a contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the **CITY's** facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer
Utah Department of Transportation
4501 South 2700 West
PO Box 148380
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a bond from the **CITY** for permits issued under this agreement. The amount of the bond, not less than \$10,000, will be set according to the permitted scope of work but not less than \$10,000. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, its employees or representatives to restore to **UDOT** standards the sections of roadway not completed or damaged by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

(13) FUTURE HIGHWAY CONSTRUCTION: As part of the consideration for this agreement **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the state highway system provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

(14) CANCELLATION OF PERMITS: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure of the **CITY** to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the **CITY** a reasonable time to correct the violations to the satisfaction of **UDOT**.

(15) ASSIGNMENT: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

(16) SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

(17) UDOT MAINTENANCE OPERATIONS: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** agrees to avoid such conflicts by placing its facilities in compliance with the required horizontal clearance, vertical clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the **CITY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages because of the failure of the facilities to meet the horizontal or vertical clearances. Any noncompliance to the above requirements may result in cancellation of the **CITY's** permit. If the noncompliant facilities need to be moved due to a **UDOT** project, the **CITY** must pay 100% of the relocation costs if the facilities were installed in violation of **UDOT's** required clearances.

If the CITY is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

(18) TERMINATION OF LICENSE AGREEMENT: This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits and R930-7. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until CITY's facilities are removed from UDOT's right-of-way. The indemnification obligations in this agreement shall survive termination of the agreement.

(19) MISCELLANEOUS:

- A. Any changes to this agreement must be in writing and signed by both parties.
- B. 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.
- C. Each party represents that it has the authority to enter into this agreement.
- D. This agreement shall be governed by and construed in accordance with the laws of Utah. In the event of a dispute, the venue shall be the Third District Court, Salt Lake County, Utah.
- E. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.

Approved by **WEST JORDAN CITY CORPORATION**

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____,

BY _____

NOTARY PUBLIC

By: _____
Signature

Date

Name (printed)

Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Richard Manser, P.E.
UDOT Statewide Utilities Engineer

Date

COMPTROLLER'S OFFICE

By: _____
Cherise Young
UDOT Contract Administrator

Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.

028406

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and WEST JORDAN CITY CORPORATION
Federal ID No. 87-6000635

008552

S T A T E W I D E

U T I L I T Y L I N E A G R E E M E N T

THIS AGREEMENT, made and entered into this 3rd day of Jan, 2002, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and "WEST JORDAN CITY CORPORATION" a Political Subdivision in the State of Utah, hereinafter referred to as the "CITY",

W I T N E S S E T H :

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by the State for locating and constructing overhead and underground utility lines within the State of Utah rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits hereafter approved in accord with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and the faithful performance thereof, it is hereby agreed by the parties hereto:

(1). UDOT GRANTS RIGHT: UDOT hereby licenses the CITY to use highway rights of way, which are within the jurisdiction and responsibility of UDOT for such utility lines, as are located and described by mutually approved location and construction permits issued at any time hereafter in accord with this agreement.

12/26/01
mnb

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(2). APPROVAL: Unless otherwise stated herein, or in any particular permit or agreement, all location and construction permits hereafter executed pursuant hereto will be deemed to be governed by the provisions of this agreement. The applications and permits will be accompanied by two sets of plans for the proposed alignment of the CITY's facilities. Such applications shall be presented to the appropriate UDOT Region/District Director or an authorized representative and said Region/District Director or representative shall have the authority hereunder to issue and approve the required permit as expeditiously as possible. The issuance and approval of said permit will enable the CITY to proceed with the work and use under the permit in accordance with the terms hereof.

(3). RESERVATION AND SPECIAL PROVISIONS: Each party hereto reserves the right to require the execution of a specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties may be incorporated into any permit issued hereunder.

(4). INSPECTION: UDOT will routinely inspect the work of the CITY or their contractor to assure compliance with this utility line agreement and to insure proper compliance with State and Federal Regulations. These inspections shall be made by UDOT Region/District Director or an authorized representative. All costs of inspection shall be paid by the CITY.

(5). COSTS: The entire costs of the utility line installation shall be paid for by the CITY.

(6). BEGINNING CONSTRUCTION: All excavations and/or other operations on UDOT property or right of way shall not be commenced by the CITY until and after notice has been given by the CITY to said UDOT Region/District Director or an authorized representative and requisite encroachment permit obtained. Construction shall be carried forward to completion in the manner required by said UDOT Region/District Director.

(7). TRAFFIC CONTROL: The CITY shall conduct their operation so there will be a minimum of interference without interruption of highway traffic. The CITY shall conform to such instructions of the UDOT Region/District Director or an authorized representative as may be given and UDOT approved traffic

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(7) (Cont'd)

control plan and the application of traffic control devices shall conform to the standards set forth in the current FHWA "Manual on Uniform Traffic Control Devices" during all operations of the CITY, in constructing said line. No lane closure shall be made without prior approval of the UDOT Region/District Director or authorized representative. Traffic control plans showing detours and signing operations will be required in advance for review and approval for all lane closures. Peak hour lane closures may be prohibited.

(8). **EXCAVATION:** All excavation shall be made in compliance with the current Specifications for Excavation on State Highway Right of Way. No excavation will be made without first obtaining and posting the required permit. The CITY must also be cleared on a variety of environmental laws by UDOT Region/District Director or an authorized representative before the permit is issued.

Jacking or boring is preferred to open trench excavation, and will be required in all cases of utility lines crossing under and not parallel to paved surfaces, unless this is not feasible due to soil conditions, other utilities, substructures, or other conditions. Jetting by means of water or compressed air will not be permitted.

The pavement, sidewalk, curb and gutter, driveway, etc. shall be cut vertically along the lines forming the trench so that the adjoining pavement is not damaged. The portion to be removed shall be broken up in a manner that will not cause damage to the pavement outside the limits of the trench. Any pavement damaged by operations outside the limits of the trench shall be replaced. Large broken paving materials shall be removed immediately from the site of the work.

(9). **EMERGENCY EXCAVATION:** An emergency excavation may be made without prior permit if there is imminent danger or loss of life or severe damage to property. In such emergency situations, the excavating parties must contact UDOT not later than the end of the first working day following the excavation. None of the provisions of these Regulations are waived for emergency situations

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(9) (Cont'd)

except for the prior-permit requirement. In all cases the CITY shall comply with the State Law requiring notification of all utility owners prior to excavation.

(10). BACKFILL AND COMPACTION: All backfill and compaction shall be made in compliance with the current specifications for Excavation on State Highway Right of Way. In all urban areas and on rural highway with high volume traffic as determined by UDOT, flowable fill shall be used for backfill under paved areas and shall be in conformance with the requirements of Section 605 for "Flowable Fill" of the State of Utah Current Edition of the "Standard Specifications of Road and Bridge Construction".

Where Flowable Fill is used for backfill, the excavated materials shall be disposed of by the CITY or it's contractor in an area outside of the highway right of way satisfactory to UDOT's Permits Officer. In rural areas or location where its use would be impractical, Flowable Fill may not be required. In such cases, backfill shall be in conformance with the requirements of Section 220, Borrow, Granular Borrow and Granular Backfill Borrow of the State of Utah Current Edition of the "Standard Specifications for Road and Bridge Construction".

Materials for backfill under paved or adjacent areas used by traffic shall be preferably sand. All backfill shall be placed in layers not over 150 mm (6-inch) loose measure in thickness. Compaction shall be obtained by mechanical rollers, tampers, or other approved means. Materials for backfilling shall be properly moistened or watered to the correct moisture content to ensure proper compaction. Jetting or internal vibrating methods of compacting sand fill or similar methods of compacting sand or similar granular, free draining materials will be permitted. No frozen materials shall be used for backfill under paved surfaces. UDOT Region/District Director or an authorized representative may require that the density (dry) of the backfill under pavements, sidewalks, curbs or other structures will be not less than 96 percent of the laboratory standard maximum soil density (dry) as determined by compaction tests made in conformity with AASHTO Designation T-99-93. UDOT Region/District Director or an authorized representative may require the density of the backfill on road shoulders to be not less that 90 percent by the same standards.

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(11). PROTECTION OF PAVED SURFACES: The CITY shall use rubber cleats or paving pads when operating track equipment on or crossing paved surfaces.

(12). RESTORATION OF EXISTING PAVEMENT: The CITY shall at their own expense replace any pavement removed or damaged with pavement of a type and depth approved by UDOT Region/District Director or an authorized representative, including gravel base material. The restoration will be accomplished within 48 hours after completion of excavation and backfill, unless additional time is granted in writing by UDOT Region/District Director or an authorized representative.

New or replaced pavement shall be constructed in conformity with the "Specifications for Excavation on State Highway Right of Way" and shall be subject to the inspection and approval of the UDOT Region/District Director or an authorized representative. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement will be placed. As soon as weather will permit, the temporary pavement will be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders or gravel surfaced approach roads becomes contaminated and is not consistent with UDOT specifications, such surfacing material will be entirely removed and replaced with new gravel surfacing material. The repairs to pavement or surface will include pavements which have been damaged with construction equipment or construction operations. UDOT will have the option of restoring said roadbed at the expense of the CITY.

(13). RESTORATION OF TRAFFIC SIGNAL EQUIPMENT: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the CITY's work must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment must be done at the CITY's expense by a qualified electrical contractor experienced in signal installation, retained by the CITY and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(14). CLEANING-UP HIGHWAY RIGHT OF WAY: Upon completion of the work, all material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to

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(1) (Cont'd)

the lines and grades established. Seeding may be required to restore vegetation damaged or destroyed.

Any highway features or facilities such as paint stripes, signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to satisfy current standards and regulations.

(15). MAINTENANCE: The utility shall at all times be maintained, repaired, renewed and operated by and at the expense of the CITY. The utility will be serviced without access from any interstate highway or ramp. UDOT reserves the right, without relieving the CITY of their obligation thereunder, to reconstruct or make repairs to the utility as it may consider necessary, and the CITY shall reimburse UDOT its cost.

(16). FUTURE HIGHWAY CONSTRUCTION: It will be understood and agreed to by the parties thereto and as part of the consideration for the agreement that UDOT will have the right to cross said utility line at any point necessary in future construction, expansion or improvement of the State Highway System provided that UDOT uses due care in the protection of the utility line in making the crossing. Conflicts are to be removed by CITY at their own expense.

(17). RELOCATION COSTS: In the event any highway at any future date is so reconstructed, the costs of relocating your facilities will be determined in accordance with Utah Code 72-6-116. The CITY will meet with the contractor and will give him a schedule when the your facilities will be relocated and will meet said schedule as not to delay the contractor.

(18). LIABILITY: The CITY may be required to post a continuous bond per R-930 manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights of Way as stated in section V.C. 1a to guarantee satisfactory performance as provided in the agreement, license, or permit. UDOT may proceed against said bond to recover all expenses incurred by UDOT, their employees or representatives in the sections of roadway interfered with by the CITY to restore to UDOT standards. These expenses refer to all expenses incurred in the repairing of portions of the

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(18) Cont'd)

roadway determined by UDOT inspectors to be inadequately restored or maintained by the CITY. The liability of the CITY shall not be limited to the amount of the bond. The CITY will protect and indemnify and save harmless UDOT for any and all claims including claims from third parties for damage caused by construction or use of said utility line, and from all costs and expenses, including attorney's fees connected in any way with the matter and things contained therein.

(19). CANCELLATION OF PERMIT: If the CITY shall fail to construct, repair or remove said utility in accordance with the terms of this agreement to the entire satisfaction of UDOT, or shall fail to pay UDOT any sum of money for the inspection, reconstruction, repair or maintenance of said utility, UDOT retains the right to cancel the permit and remove said utility and restore the highway at the sole expense of the CITY. Before UDOT cancels the permit, it will notify the CITY in writing, setting forth violations and will give the CITY a reasonable time to fully correct the same.

(20). ASSIGNMENT: Any permit granted hereunder may not be assigned without the prior written consent of UDOT. All assignees shall be required to file with UDOT a new application for the permit.

(21). SUCCESSORS AND ASSIGNS: All covenants and agreements therein contained shall be binding upon the parties thereto, their successors and assigns.

(22). UDOT MAINTENANCE OPERATIONS: Underground facilities must be buried to the proper depth to avoid conflict with UDOT's normal and routine maintenance activities. In entering into this utility line agreement with UDOT and obtaining a permit for the work, the CITY acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

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Federal ID No. 87-6000635

(22) (Cont'd)

Within the highway right of way, the grade of the top of the CITY's facilities shall be at least 1 m (3 feet) under the pavement surface. In shoulder areas where signs or delineators are located, said facilities shall be buried to a depth of not less than 1.5 m (5 feet). CITY's facilities shall be placed at least 600 m (2 feet) under sidewalks, paved ditches, unlined ditches or gutters. All other areas within UDOT's right of way, said facilities shall be buried to a depth of 1.2 m (4 feet). The UDOT Region/District Director or an authorized representative may require a greater depth of bury when it is decided necessary.

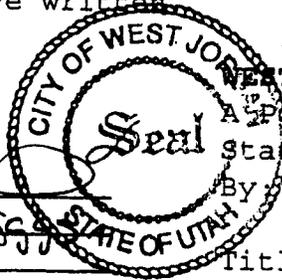
In all cases the CITY shall protect, indemnify and hold harmless the UDOT for damages to lines within the horizontal or vertical clearances. Any noncompliance to the above may result in annulment of the CITY's permit. If the CITY is found to be in violation of their permit with respect to vertical or horizontal location, such violation may result in annulment of their permit.

23. TERMINATION OF AGREEMENT Except as may be otherwise provided, this Agreement may be terminated at any time by either party upon thirty (30) days' advance written notice to the other, provided, however, that such termination shall not affect any permits theretofore issued and approved under the terms of this agreement, and such permits shall continue beyond the termination of this agreement on the same terms and provisions as are herein contained.

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and WEST JORDAN CITY CORPORATION
Federal ID No. 87-6000635

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST



Melanie S. Barber
Melanie S. Barber
Title: City Manager
Date: 12-18-01

WEST JORDAN CITY CORPORATION
A Political Subdivision in the
State of Utah
By: Donna Evans
Title: Mayor
Date: 12-18-01

RECOMMENDED FOR APPROVAL:

Orlando Jurek
by Francine Rice
Title Chief Utility/Railroad Engineer
Date: 1-2-02

UTAH DEPARTMENT OF TRANSPORTATION

By Keith R. Pelt
Title Deputy Proj Development Director
Date 1-3-02

APPROVED AS TO FORM

This Form Agreement has been previously approved as to form by the Office of the Legal Counsel for the Utah Department of Transportation.

COMPTROLLER'S OFFICE

By Cherise Young
Title Contract Administrator
Date: 11/3/02

APPROVED AS TO FORM

West Jordan City Attorney

By: Doreen Alcom
Date: 11/30/01

I do hereby certify that this is a true copy of the original document.

By: Maxime Burns
Title: Utilities
Date: 3/28/02



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

January 8, 2014

David Clemence
West Jordan City Corporation
8000 S Redwood Road
West Jordan, UT 84088

Notice of Termination and Replacement – Statewide Utility License Agreement

Dear David,

The Department has on file a Statewide Utility License Agreement with West Jordan City Corporation dated January 3, 2002. The Department is updating and replacing all license agreements more than 5 years old to bring them into conformance with current rules and form. This letter is UDOT's 30-day written Notice of Termination, as required by paragraph 23 of the agreement. This old agreement will be terminated on February 7, 2014.

As stated in paragraph 23 of the above agreement, this Notice of Termination does not affect any permits issued and approved under the terms of the agreement.

Attached is a copy of the above agreement and a replacement agreement. Please review the company's information on the replacement agreement for accuracy and completeness and notify me of any corrections. Upon receipt of any needed corrections, my office will prepare and send you a replacement agreement for signatures. The replacement agreement needs to be signed by February 7, 2014.

If you have any questions or concerns please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard Manser".

Richard Manser
Statewide Utilities Engineer
(801) 965-4083
rmanser@utah.gov

Greg Davenport

From: Richard Manser <rmanser@utah.gov>
Sent: Wednesday, November 12, 2014 10:55 AM
To: Greg Davenport
Cc: Renee Spooner
Subject: Statewide Utility License Agreement

Greg:

I'm sending this email to document our conversation this morning. The license agreement that the city needs to sign is a template UDOT uses with all cities throughout Utah. Also, per Administrative Code R930-7-6 the city is required to have a license agreement in order for UDOT to issue encroachment permits. Please contact me if you need additional information.

Regards,

--

Richard Manser, P.E.
Statewide Utilities and Railroads Engineer
Utah Department of Transportation

801.965.4083