



**State of Utah
Department of Transportation**

<p>Cooperative Agreement Local Agency</p>	<p>Project Description: Remove and relocate banner poles, and City Monument Sign, Construct storm drain junction box on the North West Corner of 800 N and Main.</p> <p>Local Agency: Ephraim City</p>	<p>Estimated value of scope of work</p> <p>\$10,000.00</p>
<p>Pin:</p> <p>Job/ Project:</p>		<p>Date Executed is Date signed by comptrollers</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 **Ephraim 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 their Project. Upon signing this agreement, **UDOT** agrees that the costs shown are estimates and that **UDOT** will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed, unless the parties agree to a lump sum payment. If a lump sum payment is specified, UDOT will not pay for any additional costs beyond the lump sum payment amount. **Local Agency** will notify UDOT two weeks in advance prior to starting the Work so UDOT may schedule to inspect the Work. Upon completion of the project referenced above, the **Local Agency** will contact UDOT for a final project review and inspection. **UDOT** reserves the right to refuse payment unless the Work is completed to the standards established by **UDOT**. The **Local Agency** has the right to make any corrective action and resubmit for inspection, approval, and payment of the original amount.

Costs to include:

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
1	<i>Remove and relocate banner poles (maximum reimbursement \$1,000.00)</i>	1	\$1,000.00	\$1,000.00
2	<i>Remove and relocate City Monument Sign (maximum reimbursement \$2,500.00)</i>	1	\$2,500.00	\$2,500.00
3	<i>Construct storm drain junction box near the NW corner of 800 N and main (plans to be reviewed by UDOT)(maximum reimbursement \$6,500.00)</i>	1	\$6,500.00	\$6,500.00
	Maximum Total Cost			\$10,000.00

<p>LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT (Fill in only if actual cost approach is not used.)</p>	
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Project Completion Date: Billing must be submitted within 3 months of project 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 signoff has occurred, the **Local Agency** will submit the receipts of payments made on the project to the **UDOT** Region 4 office. The payment of the originally committed amount or the direct costs of approved activities, whichever is less, will be processed within 45 days and a check will be sent to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is \$10,000.00

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

Local Agency will include the UDOT's requested Work provided UDOT pay the actual costs incurred for the Work. Local Agency's contractor will perform the work described in this Agreement in accordance with the plans and specifications. 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 said work, will provide Local Agency with information covering any problems or concerns UDOT may have with acceptance of said Work upon construction completion.

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, attorneys 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. It is expressly agreed between the parties that 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.

- 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 State 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 billing must be submitted within 3 months of the project completion date.

V. Change in Scope and Schedule:

UDOT recognizes that 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 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 said changes or additions.

VI. 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.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on August 1, 2013.

[Agency name here]				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Region 4 Traffic Operations Engineer Robert Dowell			
By		Date		By		Date	
Title/Signature of additional official if required				Region 4 Director Rick Torgerson			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			