

**COOPERATIVE
LANDSCAPE MAINTENANCE AGREEMENT
The Greater Salt Lake Municipal Services District
5600 West (SR-172) between 4700 South and 5400 South**

THIS COOPERATIVE AGREEMENT, made and entered into this ____ day of _____, 2019 (“Effective Date”) by and between the **UTAH DEPARTMENT OF TRANSPORTATION (“UDOT”)** and the **Greater Salt Lake Municipal Services District (“ District”)**, a political subdivision of the State of Utah.

RECITALS

WHEREAS, UDOT owns the right-of-way for State Route 172, also known as 5600 West, which runs through Salt Lake County; and

WHEREAS, The District desires to install or have installed decorative wall, landscaping, irrigation, lighting and sidewalk (“Improvements”) within the right-of-way of 5600 West (SR-172) approximately between 4700 South and 5400 South in Salt Lake County, Utah; and

WHEREAS, UDOT is willing to permit the installation and maintenance of the Improvements on SR-172 approximately 5600 between 4700 South and 5400 South by the District in accordance with the terms and conditions of this Agreement; and

WHEREAS, this Agreement is made to set forth the terms and conditions where the work and maintenance shall be performed.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. UDOT will grant temporary construction access to the District on SR-172 right-of-way by permit at approximately 5600 West between 4700 South and 5400 South for the sole purpose of installing the Improvements as shown on Exhibit “A” that is incorporated by reference.

2. The District shall continue to have temporary construction and maintenance access rights to install, maintain, and replace the Improvements subject to the following terms and conditions:
 - a. Access to construct the Improvements will require an encroachment permit in accordance with Paragraph 4.
 - b. Access to the Improvements for routine maintenance shall only be permitted in accordance with Paragraph 4.
 - c. Equipment will not be allowed on the 5600 West (SR-172) through lanes, ramps or shoulders of the highway.
 - d. The District shall maintain the Improvements in an attractive and good condition, including any pruning, and replace any dead plant material with similar species during current growing season, controlling or removing noxious weeds, litter, insects, and debris as necessary. The District shall spray weeds a minimum of three times a year (once during the spring, summer, and fall seasons). The District will repair any portion of the Improvements UDOT believes is necessary to protect its right-of-way within 2 weeks of the District receiving notice of the repairs from UDOT. If the District does not complete the repairs within 2 weeks of receiving notice from UDOT, UDOT will complete the repairs and invoice the District for UDOT's cost to complete the repairs. The District will pay the invoices within 30 days from date of the invoice.
 - e. The District shall maintain irrigation systems in working order to ensure irrigation water is kept off the pavement of SR-172 and including the prompt attention (within 24 hours) of any malfunctioning irrigation system that causes a hazardous highway situation.
 - f. The District shall pay for the water and maintenance of landscape features.
 - g. The District shall pay for the electrical costs for operation of landscape features.
 - h. The District shall maintain the depth of rock to approximately four inches.
 - i. Any utilities which may be affected by the installation of the Improvements shall be avoided or relocated by the District and at the District's expense.

- j. This Agreement does not prohibit public or private utilities, including UDOT, from entering upon the right-of-way to construct, reconstruct, repair, or inspect its facilities.
 - k. The District, at its own expense, shall clear and remove debris build-up in the curb and gutter during construction of or as a result of the Improvements. If the Improvements affect the storm drains, the District shall maintain the affected storm drains a minimum of two times each year in April and November.
 - l. The District shall abide by all applicable state and federal laws, rules, and regulations pertaining to safety and traffic control including, but not limited to, the Manual of Uniform Traffic Control Devices when constructing, maintaining, or repairing the Improvements.
3. UDOT reserves the right to use the entire non-travelled portion of the right-of-way along 5600 West (SR-172) for snow storage. Furthermore, UDOT will not be held responsible for landscape damage caused by snow removal operations, including, but not limited to, snow storage and the spreading of salt or any other chemical solutions used for anti-icing or ice removal within UDOT's right-of-way.
 4. Access for construction, maintenance and servicing of the District Improvements located on the UDOT right-of-way shall be allowed only by a permit issued by UDOT to the District. The District, and its contractor, will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R-930-6 and R-930-7, as amended.
 5. UDOT shall remain the owner of the real property on which the Improvements are installed and the District will be the owner of the Improvements. If, for any reason, UDOT must utilize the property where the Improvements are constructed, the Improvements must be removed by the District and no reimbursement will be made for the removal and the Improvements. IF UDOT DETERMINES THE IMPROVEMENTS BECOME A HAZARD, IT WILL BE REMOVED AT THE DISTRICT'S EXPENSE.
 6. UDOT personnel have the right to monitor and inspect the construction and maintenance of the Improvements. Any UDOT review or inspection does not relieve the District of its duty to construct, repair, and maintain, the Improvements in compliance with the plan or this Agreement.

7. Each party agrees to hold harmless, defend, and indemnify the other party, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of the party's negligent acts, errors or omissions in the performance of this work. Both parties are governmental entities of the State of Utah, and nothing herein shall be interpreted as waiving the damage limitations or any other provision of the Utah Governmental Immunity Act, Utah Code §63G-7-101, et seq. Nothing in this Agreement is intended to create additional rights to third parties. This paragraph shall survive termination of the Agreement.
8. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.
9. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.
10. This Agreement contains the entire Agreement between the parties covering the subject matter hereof. No subsequent modification or amendments will be valid unless in writing and signed by both parties. This Agreement is under and shall be governed by the laws of the State of Utah in all respects. The District shall not assign this Agreement. This Agreement does not create any type of agency relationship, joint venture or partnership between UDOT and the District. Each party represents that it has the authority to enter into this Agreement.

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

Greater Salt Lake Municipal Service District
a political subdivision of the State of Utah

By: _____

By: _____

Title: _____

Title: Chair, Joe Smolka

Date: _____

Date: _____

(IMPRESS SEAL)

Recommended for Approval

Utah Department of Transportation

By: _____

By: _____

Title: District Engineer

Title: Region Director

Date: _____

Date: _____

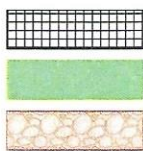
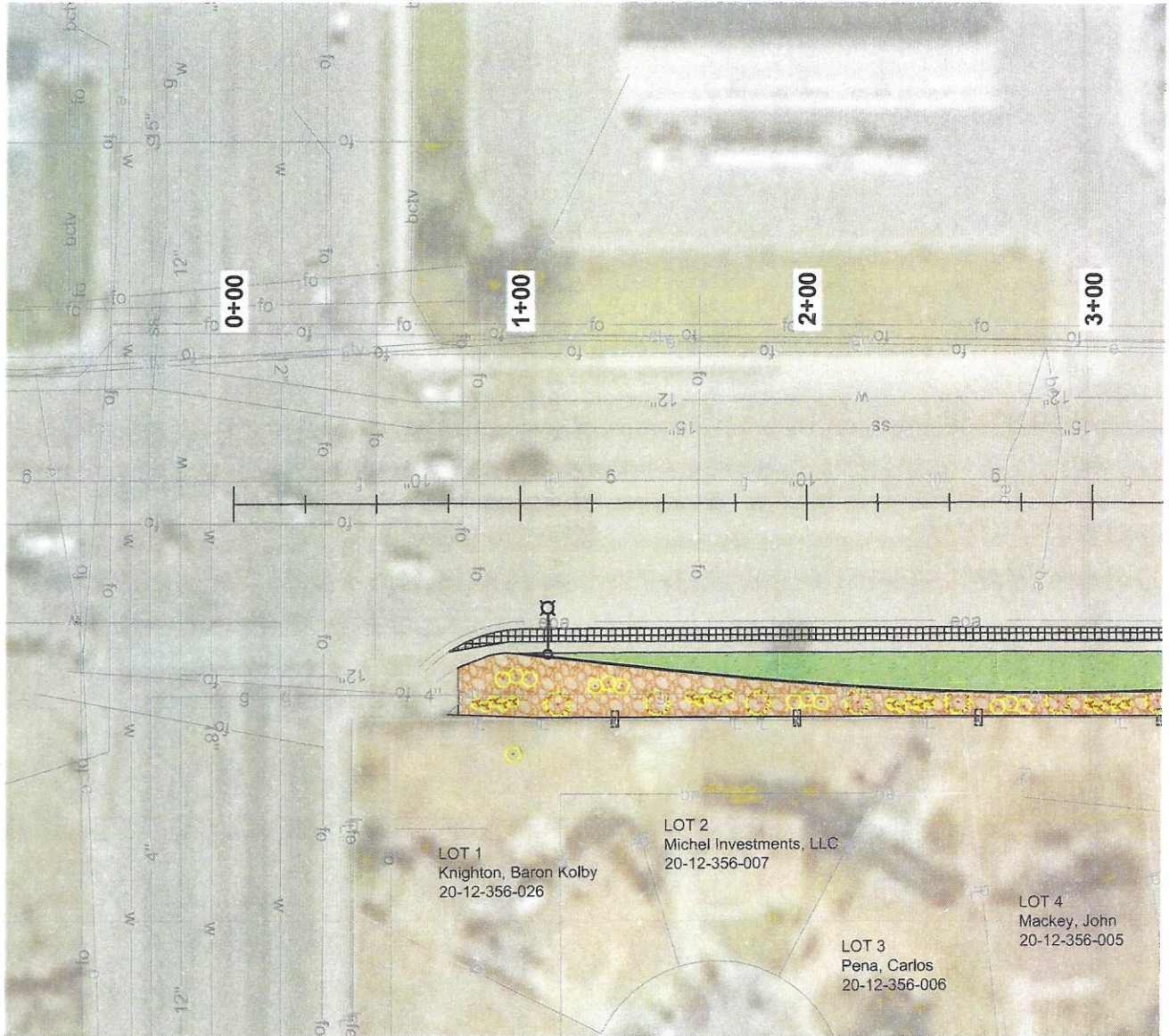
UDOT Comptroller Office

By: _____

Title: Contract Administrator

Date: _____

Exhibit "A"



STAMPED CONCRETE
 TURF GRASS
 ROCK MULCH
 (2"-4" SOUTH TOWN COBBLE, 4" DEPTH)



TREE
 SHRUB
 GROUND COVER



LIGHT POLE

NO.	REVISION	MADE BY	DATE



DESIGNED BY:	EKL
DRAWN BY:	YL
CHECKED BY:	BEA
DATE CHECKED:	11/9/2018

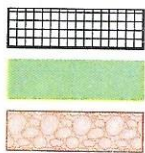
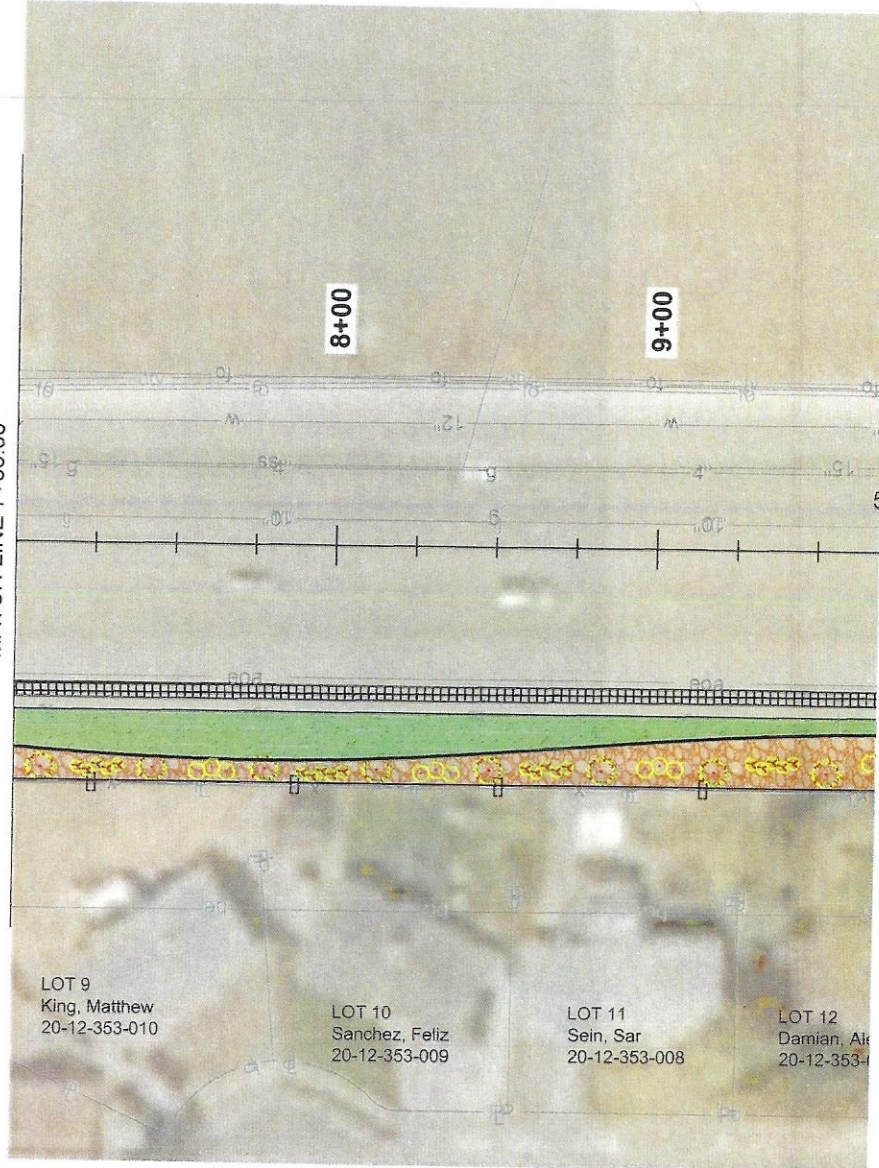


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SEE SHEET 5
MATCH LINE 7+00.00



STAMPED CONCRETE
TURF GRASS
ROCK MULCH
(2"-4" SOUTH TOWN COBBLE, 4" DEPTH)



TREE
SHRUB
GROUND COVER

LIGHT POLE

NO.	REVISION	MADE BY	DATE



DESIGNED BY:	EKL
DRAWN BY:	YL
CHECKED BY:	BEA
DATE CHECKED:	11/9/2018

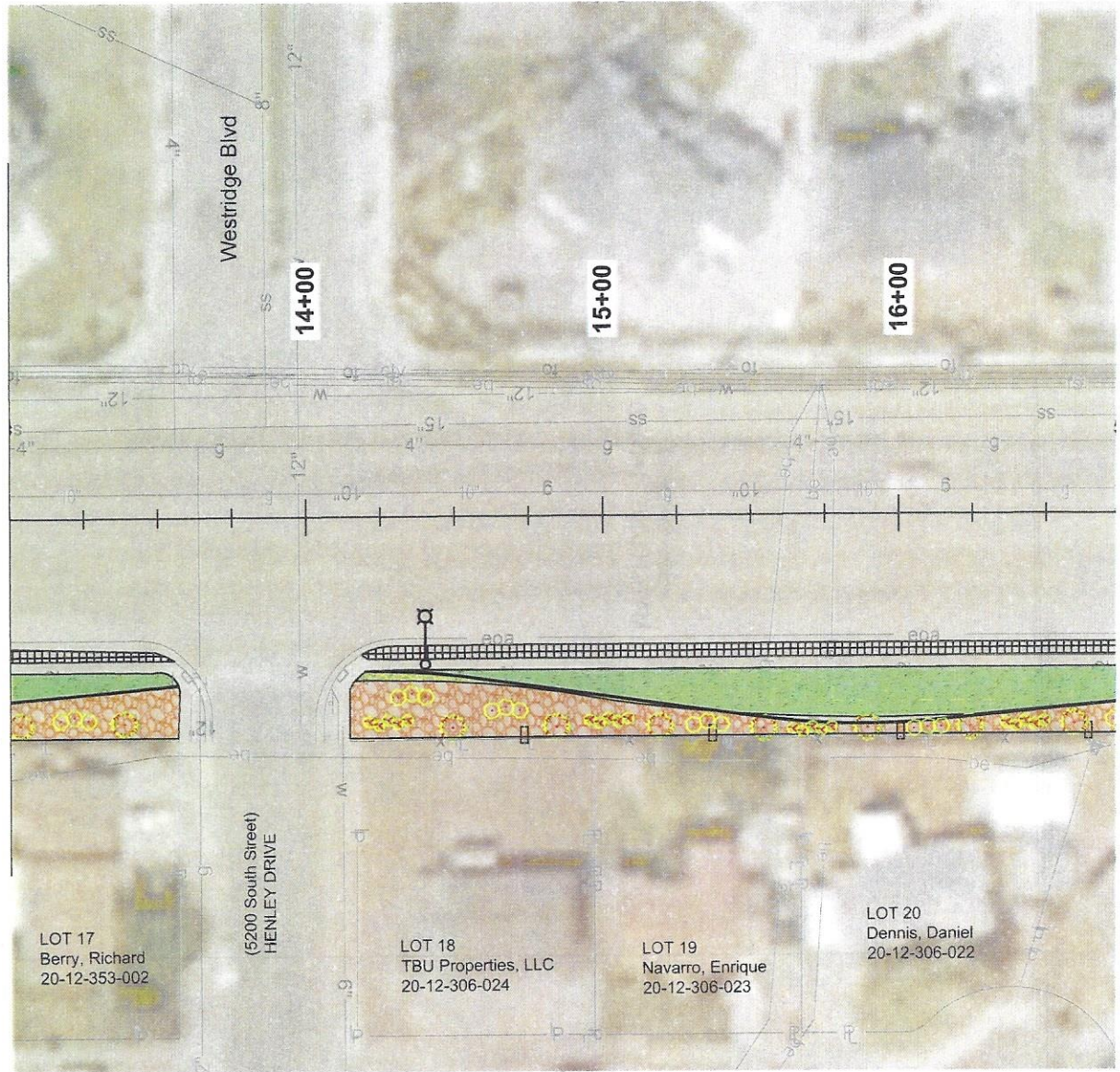









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-  STAMPED CONCRETE
-  TURF GRASS
-  ROCK MULCH
(2"-4" SOUTH TOWN COBBLE, 4" DEPTH)
-  TREE
-  SHRUB
-  GROUND COVER
-  LIGHT POLE

NO.	REVISION	MADE BY	DATE

	DESIGNED BY:	EKL
	DRAWN BY:	YL
	CHECKED BY:	BEA
	DATE CHECKED:	11/9/2018

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PUBLIC WORKS
and MUNICIPAL
SERVICES

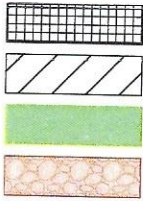
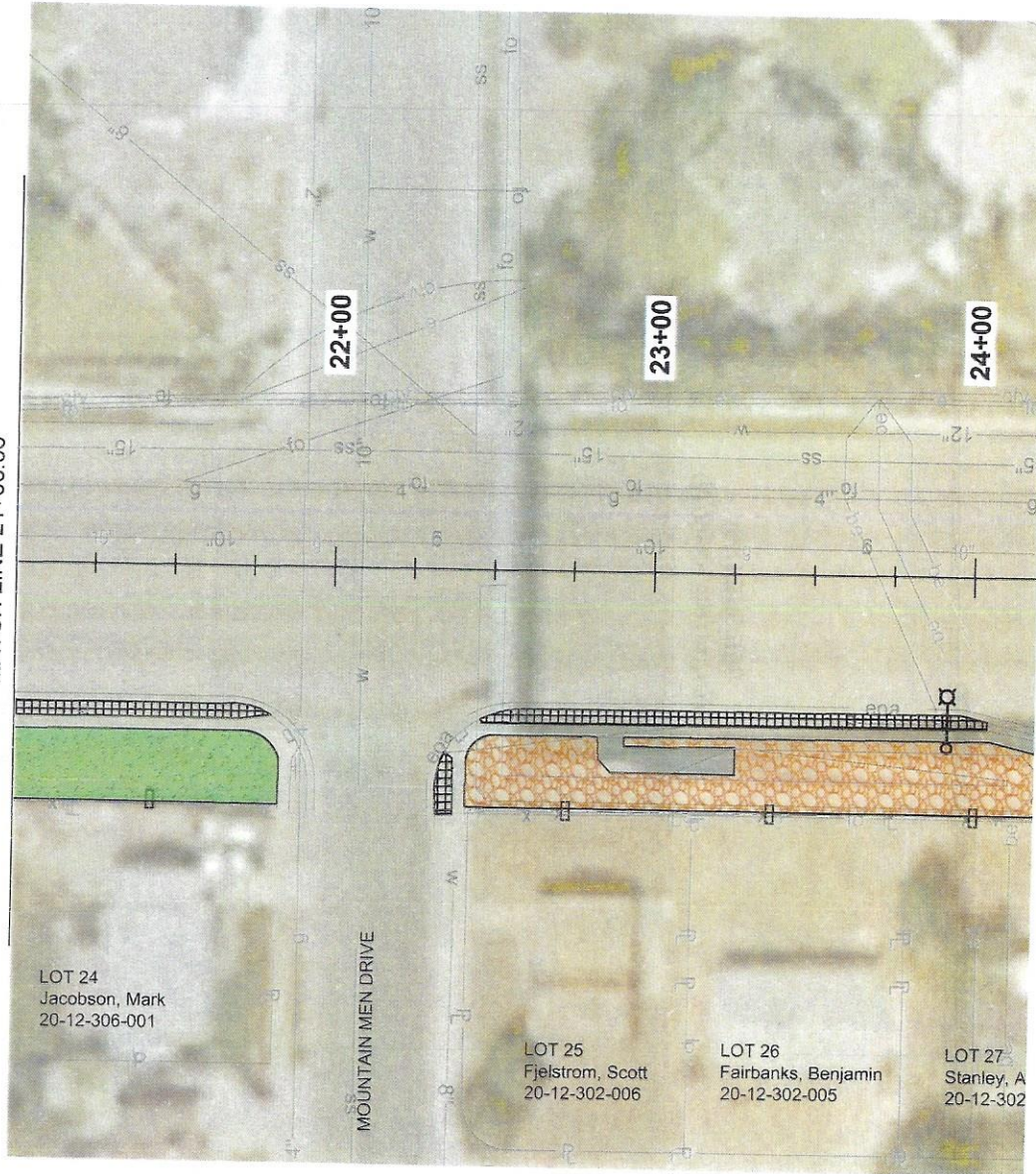
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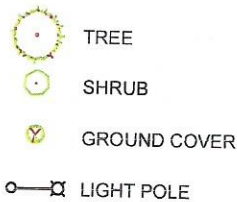
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STAMPED CONCRETE
SIDEWALK EXCAVATION
TURF GRASS
ROCK MULCH
(2"-4" SOUTH TOWN COBBLE, 4" DEPTH)



TREE
SHRUB
GROUND COVER
LIGHT POLE

NO.	REVISION	MADE BY	DATE



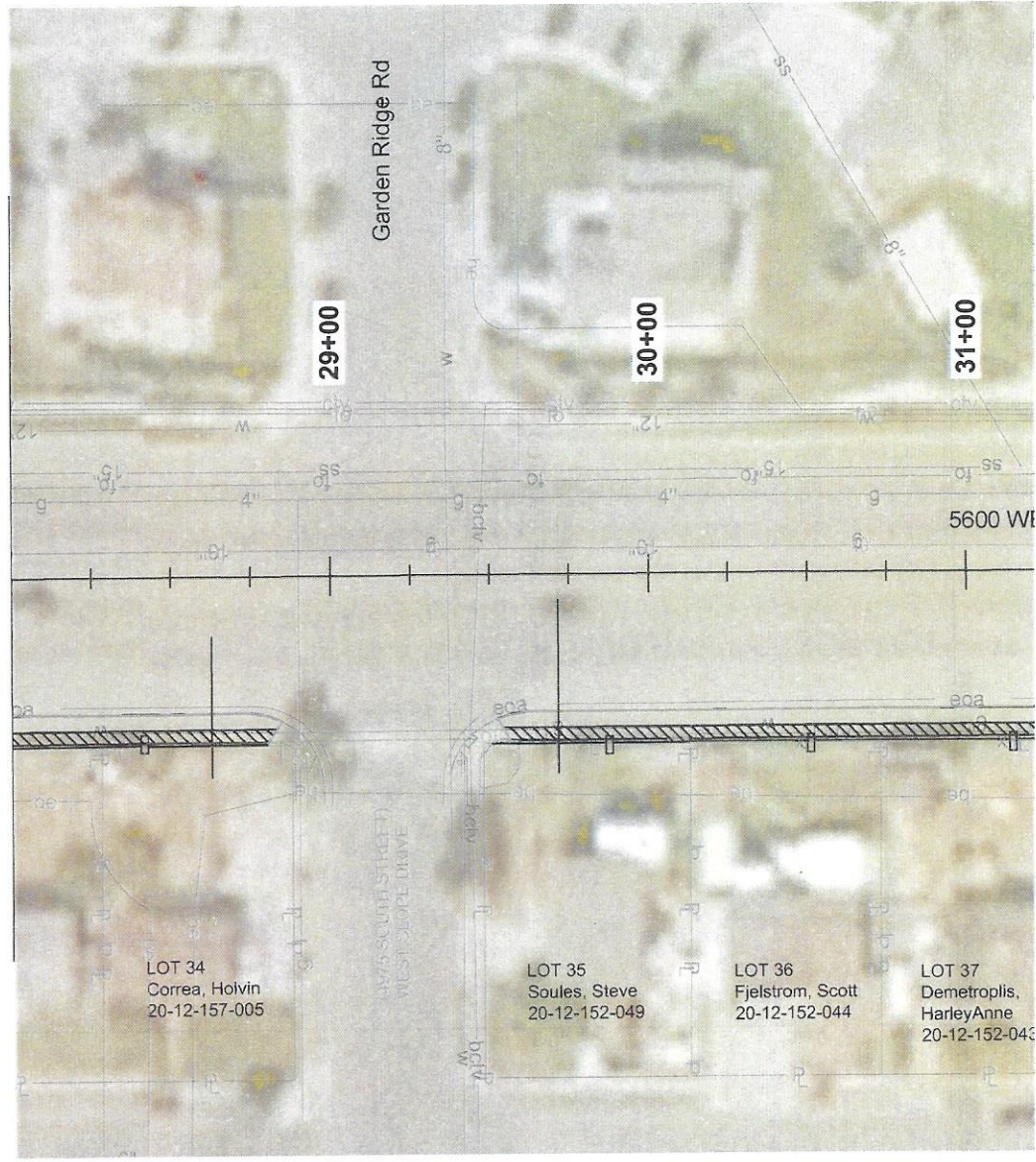
DESIGNED BY:	EKL
DRAWN BY:	YL
CHECKED BY:	BEA
DATE CHECKED:	11/9/2018

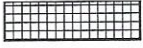









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MATCH LINE 28+00.00



-  STAMPED CONCRETE
-  SIDEWALK EXCAVATION
-  TURF GRASS
-  ROCK MULCH
(2"-4" SOUTH TOWN COBBLE, 4" DEPTH)
-  TREE
-  SHRUB
-  GROUND COVER
-  LIGHT POLE

NO.	REVISION	MADE BY	DATE



DESIGNED BY:	EKL
DRAWN BY:	YL
CHECKED BY:	BEA
DATE CHECKED:	11/9/2018

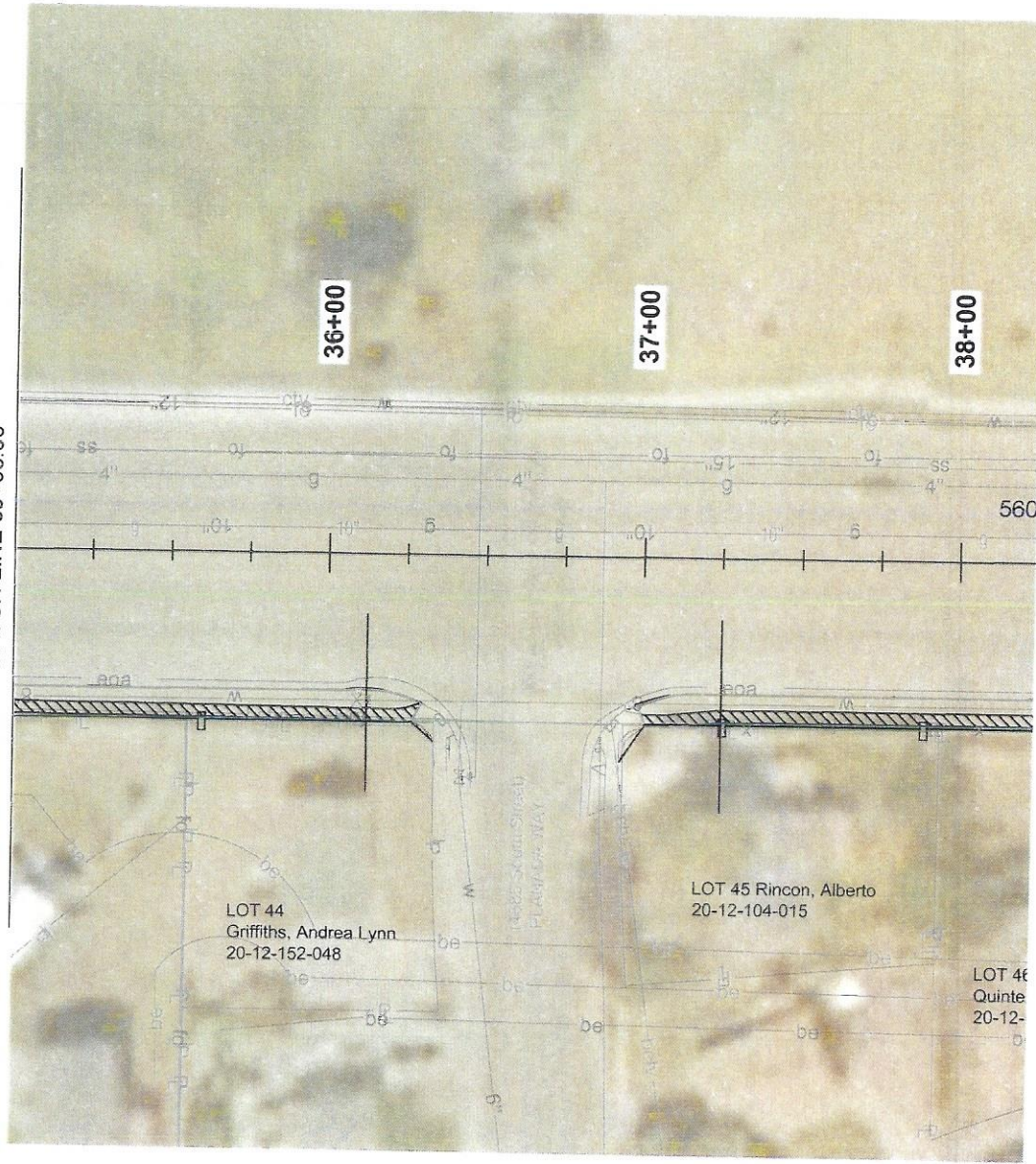



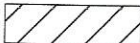






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-  STAMPED CONCRETE
-  SIDEWALK EXCAVATION
-  TURF GRASS
-  ROCK MULCH (2"-4" SOUTH TOWN COBBLE, 4" DEPTH)
-  TREE
-  SHRUB
-  GROUND COVER
-  LIGHT POLE

NO.	REVISION	MADE BY	DATE

	DESIGNED BY:	EKL
	DRAWN BY:	YL
	CHECKED BY:	BEA
	DATE CHECKED:	11/9/2018



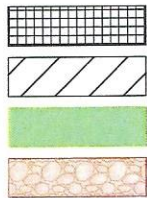
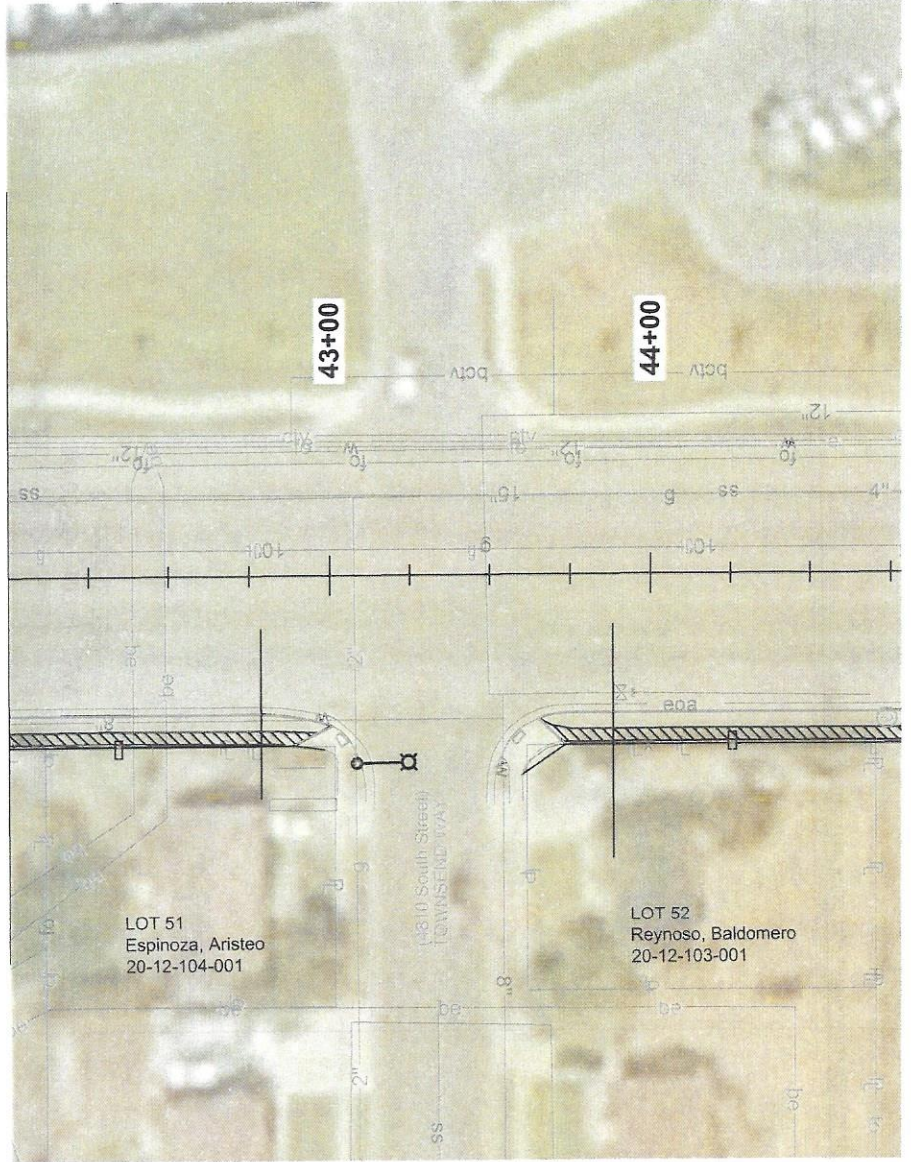
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COUNTY**
PUBLIC WORKS
and MUNICIPAL
SERVICES

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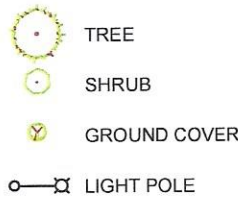
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STAMPED CONCRETE
 SIDEWALK EXCAVATION
 TURF GRASS
 ROCK MULCH
 (2"-4" SOUTH TOWN COBBLE, 4" DEPTH)



TREE
 SHRUB
 GROUND COVER
 LIGHT POLE

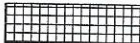

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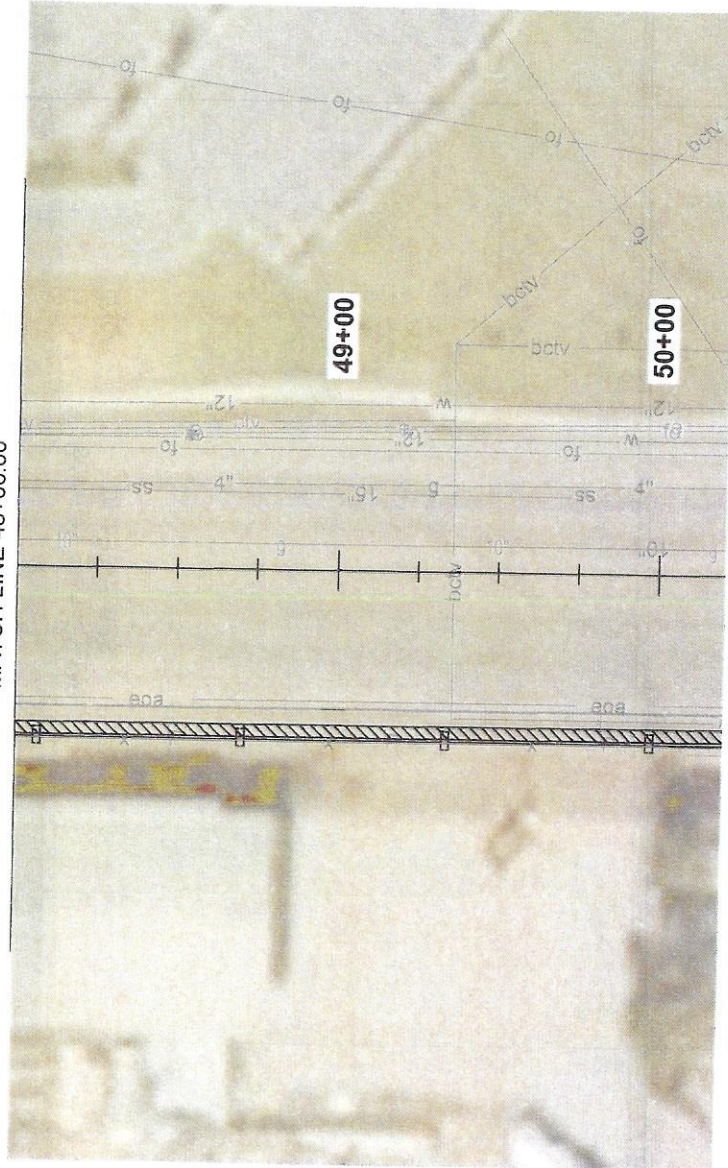


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-  STAMPED CONCRETE
-  SIDEWALK EXCAVATION
-  TURF GRASS
-  ROCK MULCH (2"-4" SOUTH TOWN COBBLE, 4" DEPTH)

-  TREE
-  SHRUB
-  GROUND COVER
-  LIGHT POLE

SEE SHEET 11
MATCH LINE 48+00.00



NO.	REVISION	MADE BY	DATE



DESIGNED BY:	EKL
DRAWN BY:	YL
CHECKED BY:	BEA
DATE CHECKED:	11/9/2018



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Public Works Operations Estimate

Date: 5/14/2019

Supervisor: Dan Sommer

Phone: 385-468-6128

Cost Estimate -

Project includes: Maintenance Sidewalk Project 5600 west 4700 so. To 5400 so.

Description	Cost per Day	Times per Year	Totals
Mowing , Weeding	\$ 1,521	20	\$30,420
Sprinkler Start up, Shut down , Maintenance	\$ 1,104	3	\$3,312
Weed Spraying	\$ 967	2	\$1,934
Tree Trimming	\$ 2,709	2	\$5,418
Snow Removal	\$ 1,014	15	\$15,210
Trash clean up (Trustee Team)	\$ 321	15	\$4,816
Total			\$56,294
Contingency	20%		\$11,259

\$41,084
\$ 8,217
\$49,301 New Total

\$67,553

Snow removal may be removed from this estimate since the MSD is already paying for this service.