



**State of Utah  
Department of Transportation**

<p><b>Cooperative Agreement Converted TAP Funds for Local Agency</b></p>	<p>Project Description: Lodestone Ave (6000S); 5600-5565 West, state tap</p>	<p>Charge ID No. 73238</p>
<p>Pin: 17370  Job/project: S-R299(324)</p>		<p>Date Executed</p>

**THIS COOPERATIVE AGREEMENT**, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and “Greater Salt Lake Municipal Services District”, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

**RECITALS**

**WHEREAS**, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Sidewalk described as Lodestone Ave (6000S); 5600-5565 West, state tap; and

**WHEREAS**, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

**WHEREAS**, it is the intent of UDOT that participation in TAP projects be on a 25% Local, 75% State match basis with a maximum State participation of \$31,000; and

**THIS COOPERATIVE AGREEMENT** is made to set out the terms and conditions where the work shall be performed.

**AGREEMENT**

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

**I.** The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

**II.** The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region Garret Jenson Utility and Railroad Leader, telephone number 801-910-2047 or gjenson@utah.gov for assistance in preparing the Reimbursement Agreement.

**III.** The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region Environmental Manager, telephone number 801-910-2010 for assistance with any environmental compliance requirement questions.

**IV.** All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT’s** standards and specifications. For work performed within **UDOT’s** right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting

construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 25% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

<b>UDOT Funds (Allocated Amount)</b>	\$31,000.00
<b>Local Agency's Funds (Participation Amount)</b>	\$10,190.00
<b>Total Project</b>	\$41,190.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$31,000 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by December 31<sup>st</sup>, 2020. If for any reason, the **Local Agency** cannot complete construction by December 31<sup>st</sup>, 2020, the **Local Agency** must request, in writing before August 31<sup>st</sup>, 2020, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **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 that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

**XIV. 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. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the 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.

**XV.** 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.

**XVI.** 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.

**XVII.** This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

**XVIII.** Each party represents that is has the authority to enter into this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Township of Kearns				Utah Department of Transportation			
By		Date		By		Date	
Chair, Greater Salt Lake Municipal Service District				Amber Mortensen, Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Bryan Adams Director, Region II			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			