

**COOPERATIVE AGREEMENT
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION AND
THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT FOR
NEW SIDEWALK CONSTRUCTION**

THIS COOPERATIVE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the UTAH DEPARTMENT OF TRANSPORTATION, (“UDOT”), and the Greater Salt Lake Municipal Services District, a municipal corporation of the State of Utah, (“**District.**”)

RECITALS

WHEREAS, in the interest of public safety, it is the desire of the parties to construct and thereafter maintain a pedestrian safety project on State Route-171 at the location(s) described as follows: 3500 South and 8086 West in the Township of Magna and,

WHEREAS, funds for the construction of pedestrian safety projects have been made available by an appropriation from the Utah State Legislature for distribution by **UDOT**; and

WHEREAS, it is the intent of the Utah State Legislature that participation in the pedestrian safety project be on a 75% State, 25% local match basis; and

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

NOW THEREFORE, the parties agree as follows:

1. The **District** 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.
2. In accordance with Utah Code §72-6-116, the **District** is required to pay, as part of the total project cost, 50% of the costs that comply with Utah Administrative Code R930-8 of any utility facility relocations required within the State

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highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **District** 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 Garret Jenson, Region 2 Utility and Railroad Leader, telephone number 801-910-2047 or email at gjenson@utah.gov for assistance in preparing the Utility Reimbursement Agreement.

3. All construction work performed by the **District** or its contractor shall conform to **UDOT's** standards. The **District's** construction may conform to local standards if they are equal to or greater than **UDOT** standards.
4. All construction performed under this agreement shall conform to Federal ADA standards.
5. The **District** shall submit plans for the work covered by this agreement to **UDOT's** Region 2 Sidewalk Coordinator for review and approval. Upon approval of the plans, and before commencing any construction within the highway right-of-way, the **District** or its contractor shall obtain a Highway Right-of-Way Encroachment Permit from the Region 2 Encroachment and Permits Officer.
6. The **District** will participate a minimum of 25% of the project. The **District'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.
7. The total estimated cost of the pedestrian safety project including the **District's** participation is as follows:

UDOT Funds (Allocated Amount)	\$244,392.00
District Match (25% minimum of Total)	\$144,442.00
TOTAL PROJECT	\$388,834.00

8. Upon approval of the pedestrian safety project plans and satisfactory evidence that the project is ready to proceed, and upon request of the **District**, **UDOT** will deliver to the **District** a lump sum amount of, \$183,294, 75% of **UDOT's** funds for the construction of the facilities covered by this Cooperative Agreement. Upon completion of construction and final inspection and approval by **UDOT**, the remaining 25% of **UDOT's** funds, \$61,098.00, will be delivered

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to the **District** bringing the total **UDOT** funds to \$244,392.00. This amount is the maximum sum of **UDOT**'s contribution. If the project should overrun the estimated project amount contained herein, the **District** match shall be revised to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in this paragraph will be adjusted proportionally and the **District** will refund any overpaid amounts to **UDOT**.

9. The **District** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount of State funds expended, verification of **City** participation amounts and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Cooperative Agreement.
10. **UDOT** shall have the right to audit all cost records and accounts of the **City** pertaining to this project. Should the audit disclose that the **City**'s expenditures for the project are less than the grant, all unexpended funds shall be refunded promptly to **UDOT**. For purpose of audit, the **District** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.
11. If for any reason, the **District** has not commenced construction of the project within a 2 year time period from **UDOT** approval of the safety project, the **District** will relinquish the grant allocation or refund the funds already paid to the **District** for the project upon request from **UDOT**, and this Cooperative Agreement shall be terminated. Upon commencement of the construction, **District** agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should **UDOT** determine that the work is not proceeding in an expeditious manner and upon 30 days written notice, it may withdraw the grant and require the **District** to refund any portion of the grant funds not expended for approved items at the time of withdrawal, and terminate this Cooperative Agreement.
12. Upon completion of the work covered by this Cooperative Agreement, the **District** shall, either directly or by ordinance, cause any sidewalks covered by this Cooperative Agreement to be maintained, renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. The maintenance is to include snow removal.
13. **UDOT** and the **District** 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 Cooperative 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 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 Cooperative Agreement.

14. If the **District** modifies its project and the modification affects the work, the **District** 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 Cooperative Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.
15. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Cooperative Agreement at the request of the other party.
16. 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 Cooperative Agreement, or by law, will not release either party from any obligations arising under this Cooperative Agreement.
17. This Cooperative Agreement does not create any type of agency relationship, joint venture or partnership between the parties.
18. Each party represents that it has the authority to enter into this Cooperative Agreement.

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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.

Greater Salt Lake Municipal Services District, a Municipal Corporation of the State of Utah

ATTEST:

By _____
Title

By _____
Title

(IMPRESS SEAL)

UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

APPROVED:

Project Manager, Amber Mortensen

Region 2 Director, Bryan Adams

Date _____

Date _____

Division of Finance

Date _____