



**State of Utah
Department of Transportation**

<p align="center">Cooperative Agreement UDOT Performing Work</p>	<p>Project Description: SR-190 Driver Feedback Signs</p> <p>Local Entity: Greater Salt Lake Municipal Services District</p>	<p align="center">Estimated value of scope of work \$8,000.00</p>
<p>Pin: 19604 Job/Project: S-0190(28)10</p>	<p>Tracking number:</p>	<p>Agreement number:</p>

THIS AGREEMENT, made and entered into this _____ day of _____ 202__, 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**."

Description of Work and Funding: UDOT will design, procure and install 2 solar speed feedback signs off SR-190 and Cardiff Fork as shown in Exhibit "A" incorporated by reference, and subject to the attached provisions. Upon signing this Agreement, **Local Entity** agrees that the costs shown are estimates and that **Local Agency** will be responsible for paying half of the actual costs associated with these items included in the Project. If a lump sum payment is specified, **Local Agency** will not pay for any additional costs beyond the lump sum payment amount.

Costs to include:

<i>Item#</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Estimated Cost</i>
1	2 solar speed feedback signs	1	Lump	\$8,000.00
	<i>Lump Sum</i>			<i>\$8,000 .00</i>

The total lump sum cost of the agreement or half of the actual costs will be invoiced to the **Local Agency** upon completion of the project. Payment shall be submitted upon receipt of invoice to UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

I. Provisions:

UDOT will include the Local Entity's requested Work. The Local Entity agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Entity, at no cost to the Project, shall provide on-call support from Local Entity's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Work installed by UDOT's Contractor. The Local Entity engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT will require its Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Entity, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns with acceptance of the Work upon completion of construction.

II. Liability:

UDOT and the Local Entity 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. 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. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Entity releases UDOT from any responsibility or liability that may result from the Local Entity's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Entity of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

III. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing;
- b. By either UDOT or the Local Entity 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. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. If the party does not remedy the breach within the reasonable time period, the other party may terminate the Agreement. If Local Entity terminates the Agreement, the Local Entity shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or
- c. By UDOT for the convenience of the State upon written notice to the Local Entity.

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 UDOT:

The Local Entity agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Entity agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

If the Local Entity's project scope or schedule changes from the original Agreement, the Local Entity shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Entity.

Any modification to this Agreement must be approved in writing by the parties is required prior to the start of work on any 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.

Local Entity certifies conformance and continued conformance with Public Law 115-232, Sec. 889 and 2 CFR § 200.216 Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment. All work of the Company that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Company shall at all times comply with the Telecommunications Laws. The Company hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Company and UDOT, the Company hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Company shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Company or its associates is not in compliance with the Telecommunications Laws, the Company agrees that it shall promptly notify UDOT of the same and remedy any deficiency

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 Entity relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 11, 2015. Public Law 115-232 language approved September 22, 2020.

*****SIGNATURE PAGE TO FOLLOW*****

Greater Salt Lake Municipal Services District				Utah Department of Transportation			
By		Date		By		Date	
Mark Anderson, Attorney				Amber Mortensen, Project Manager			
By		Date		By		Date	
Joe Smolka, Chair				Robert Stewart, Region Director			
By		Date		By		Date	
				Comptroller Office			



Add Speed Feedback Solar EB

10 + 0.70

10 + 0.80

10 + 0.90

FR019

190

Add Speed Feedback Solar WB