



**State of Utah  
Department of Transportation**

<b>Cooperative Agreement UDOT Performing Work for Local Agency</b>	<b>Project Description: Solutions Development / Access management study</b>  <b>Local Agency: Virgin Town</b>	<b>Estimated value of scope of work</b>  \$21,000.00
PIN: ?????  Job/Project: Solutions Development Study		<b>Date Executed</b> <small>(date signed by comptrollers)</small>

**THIS AGREEMENT**, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **Virgin Town**, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

**Local Agency** has requested that the Work be included in **UDOT’s** Project. Subject to the attached provisions, **UDOT** will include the following items into the above referenced Project. Upon signing this Agreement, **Local Agency** agrees that the costs shown are estimates and that the **Local Agency** will be responsible for paying 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.

**Description of Work:**

The Town of Virgin would like to include a TMP (Transportation Master Plan) update to the scope of UDOT’s Solutions Development Study. See attached scoping document for scope that will be added to the study on behalf of Virgin Town. The cost is estimated based on the attached scope of work and changes or additions to the provided scope will change the estimates cost and the town will be required to reimburse UDOT for the extra cost. No changes will be made without the Approval of the Town Council.

**List or Description of Items**

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
#1	<i>TMP update</i>	1	\$25,000.00	\$25,000.00
#2			\$ .00	\$ .00
#3				
Estimated Total Cost				\$25,000.00

<b>LUMP SUM PAYMENT:</b> TOTAL AMOUNT TO BE PAID BY LOCAL AGENCY <small>(Fill in only if actual cost approach is not used.)</small>	\$ .00
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The total estimated cost or lump sum is due within 30 days of receiving the invoice from **UDOT**. The **Local Agency** shall submit payment of said amounts with **UDOT’s** Comptroller’s Office located at UDOT/COMPTRROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Total Estimated Reimbursement to UDOT is \$ .00)

## Provisions

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency 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 Agency, at no cost to the Project, shall provide on-call support from Local Agency'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 Agency 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 Agency, 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.

Access for maintenance and servicing of the Local Agency property located within state right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7 and R930-6.

### 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, 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 Agency releases UDOT from any responsibility or liability that may result from the Local Agency'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 Agency of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

### 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. 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 Agency terminates the Agreement, the Local Agency 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 Agency.

### 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 Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency 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 Agency’s project scope or schedule changes from the original Agreement, the Local Agency 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 Agency.

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.

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.

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.

Virgin Town				Utah Department of Transportation			
By		Date		By		Date	
Jean Krause, Mayor				Chris Hall, Region Four Planning Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Monte Aldridge, Region 4 Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			