AGREEMENT BETWEEN WEST VALLEY CITY AND GRANGER-HUNTER IMPROVEMENT DISTRICT FOR THE INSTALLATION OF A WATER TRANSMISSION LINE – 2400 SOUTH 4800 WEST ROADWAY EXTENSION PROJECT FROM APPROXIMATELY 5600 WEST TO 4800 WEST AND 2400 SOUTH TO SR-201 FRONTAGE ROAD

THIS AGREEMENT is made in Salt Lake County, State of Utah, on the ____ day of _____, 2014, by and between West Valley City, a municipal corporation of the State of Utah, (the "City") and the Granger-Hunter Improvement District, a body politic of the State of Utah (the "District").

WHEREAS the City desires to construct a new road project known as the 2400 South 4800 West Roadway Extension Project from approximately 5600 West to 4800 West and 2400 South to SR-201 Frontage Road (the "Project"); and

WHEREAS, the District desires to contract with the City to install a 12" water transmission line and an 8" sewer line with the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the City shall construct the Project, including a 12" water transmission line and an 8" sewer line, and all other appurtenant facilities and equipment (collectively, the "Lines"), attached as Exhibit "A", and dedicate these improvements to the District, subject to the following conditions:

A. **System Plans and Specifications**

1. The City shall design the Lines and prepare all plans and specifications in connection therewith, to meet all Rules and Regulations of the District.
2. The District shall approve the plans and specifications for the Lines prior to bidding the project.

B. **Construction of the Lines**

1. Construction of the Lines shall be accomplished strictly in accordance with the design, plans and specifications prepared by the City and approved by the District. The City

shall cause all construction work to be completed by a pre-qualified, licensed contractor. All work performed by the City's contractor in connection with construction of the Lines shall be inspected and approved by the District for compliance with the plans and specifications..

2. Any excavation work performed in connection with construction of the Lines shall not be backfilled until the construction work lying within the excavated area to be backfilled has been fully inspected and approved by the District. If any excavation is backfilled prior to inspection and approval, the District shall require the excavation to be reopened, at the City's sole cost and expense, to allow inspection and approval of the construction by the District. The District shall conduct inspections daily.

C. **Conveyance of the Lines to the District**

1. Upon completion of the Lines, and prior to inter-connection of the Lines with the District's existing main lines as set forth in Paragraph D, the City shall assign and convey to the District all of the City's right, title and interest in and to the Lines.
2. The City shall further warrant that the Lines are free and clear of all liens, encumbrances and claims of any nature. The conveyance of the Lines shall be made by appropriate instruments of conveyance, acceptable to the District, which shall thereafter be the owner thereof, and shall operate and maintain the Lines.
3. If any liability claim of damage is pending, as in accordance with the provisions of this Agreement, and any lien or encumbrance, which relates to work performed and/or materials supplied prior to conveyance of title to the District, is perfected after conveyance, then City and/or the City's contractor shall defend, indemnify and otherwise hold the District harmless from and against any and all such claims, and shall reimburse the District for all expenses incurred by the District in removing said liens and encumbrances, including all legal fees.

D. **Connection**

1. The Lines shall not be physically interconnected with the District's existing main water and/or sewer lines until:
   a. Construction of the Lines has been fully completed and the District has finally inspected all materials and construction work performed by the City's contractors.
   b. The District has received a conveyance of the Lines, free and clear of all liens and encumbrances of any nature as set forth in Paragraph C of this Agreement.

E. **Cost of the Lines**

1. The District shall bear the full cost of the Lines, including materials, appurtenances, installation and backfill.
2. Upon approval of this agreement, the District shall deposit, with the City, the District's estimated share of the cost of the Lines, as shown on Exhibit B, attached. The District agrees that the costs shown on Exhibit B are estimates only and that the District will be responsible for paying the actual costs associated with the items shown on Exhibit A, based on actual bid results, actual quantities placed, and any future change orders associated with these items. The District's actual share shall be determined when construction is completed, and all costs, including change orders, have been verified. If the District's actual share exceeds the deposit amount, the District shall pay the difference to the City within 30 days of the City's invoice. If the District's actual share is less than the deposit amount, the City shall return the difference to the District within 30 days. The City shall ensure that all change orders affecting the District's cost are approved by the District, prior to authorizing the work.

F. **Right-of-Entry**

City hereby represents and acknowledges that it is the owner of the property upon which the Project will be constructed, that the streets in which the Lines shall be installed shall be

dedicated as public streets, and that the District has and is hereby granted full and lawful right and authority to enter upon the property located within the Project to perpetually operate and maintain the Lines after conveyance of title to the District as provided in Paragraph C.

G. **Indemnification**

1. The City and District are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated, ("Immunity Act"). Consistent with the terms of the Immunity Act, it is mutually agreed that the City and the District are each responsible for their own wrongful or negligent acts which are committed by it or by its agents, officers, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matters pertaining to this agreement.
2. The City or its agents, employees and contractors shall obtain and carry throughout the construction period and for one (1) year after completion of construction, general public liability and property damage insurance from an insurance company authorized to issue insurance by the State of Utah, sufficient to indemnify the District as required in this Agreement.
3. The City shall require, in any contract for construction of the Lines, that the City's contractor shall, as provided in this Agreement, likewise indemnify, defend and hold the District harmless; and, as provided in this Agreement, obtain and carry throughout the construction period and for one (1) year after completion of construction, public liability and property damage insurance from an insurance company authorized to issue

insurance by the State of Utah, sufficient to indemnify, save harmless and defend the District, prior to commencement of construction.

H. **Approvals**

Any work, action, plans, specifications, materials, and/or written instrument requiring approval or acceptance from the District as set forth in this Agreement shall not be approved or accepted until such approval or acceptance has been given in writing and delivered by hand or certified mail from the District to the City.

I. **Subcontract Assignment**

Neither party shall assign any rights or interest herein without prior written consent of the other party.

J. **Attorney's Fees**

In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

K. **Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

L. **Entire Agreement**

This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.

M. **Modification of Agreement**

This Agreement may be modified only by written amendment executed by all of the parties hereto.

N. **Applicable Law**

This Agreement shall be governed by the laws of the State of Utah.

O. **Notices**

All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the District:
Granger-Hunter Improvement District
Attn: Clint Jensen
General Manager
2888 South 3600 West
West Valley City, Utah 84119
Telephone: (801) 955-2208
Facsimile: (801) 968-5467

If to the CITY:
West Valley City Public Works Department
Attn: Dan Johnson
3600 South Constitution Blvd.
West Valley City, Utah 84119
Telephone: (801) 963-3205
Facsimile: (801) 963-3540

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

_____

Mayor

ATTEST:

_____

City Recorder

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: 1-28-15

GRANGER-HUNTER IMPROVEMENT DISTRICT

By: _____

Title: General Manager

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

On this 30 day of October, 2014, personally appeared before me Michelle Ketchum, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the General Manager [title] of Granger-Hunter Improvement District, a body politic of the State of Utah, and said document was signed by him on behalf of said District by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said District executed the same.

NOTARY PUBLIC
MICHELLE KETCHUM
Commission No. 659363
Commission Expires
SEPTEMBER 26, 2016
STATE OF UTAH

_____
Notary Public

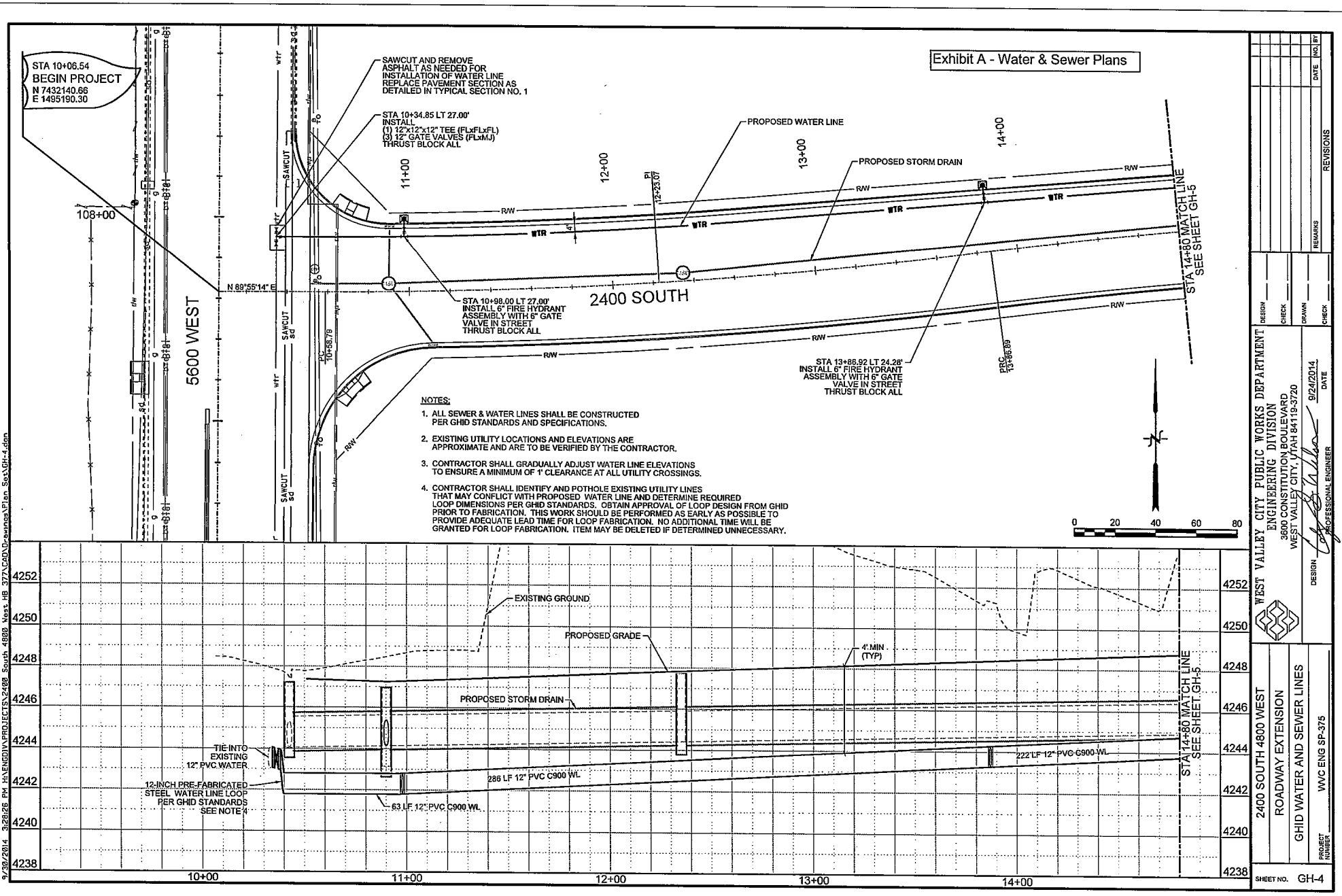
Exhibit A - Water & Sewer Plans
STA 10+06.54
BEGIN PROJECT
N 7432140.66
E 1495190.30
SAWCUT AND REMOVE ASPHALT AS NEEDED FOR INSTALLATION OF WATER LINE REPLACE PAVEMENT SECTION AS DETAILED IN TYPICAL SECTION NO. 1
STA 10+34.85 LT 27.00'
INSTALL
(1) 12"x12"x12" TEE (FLxFLxFL)
(3) 12" GATE VALVES (FLxMJ)
THRUST BLOCK ALL
PROPOSED WATER LINE
PROPOSED STORM DRAIN
108+00
11+00
12+00
13+00
14+00
5600 WEST
2400 SOUTH
N 89°55'14" E
STA 10+98.00 LT 27.00'
INSTALL 6" FIRE HYDRANT ASSEMBLY WITH 6" GATE VALVE IN STREET THRUST BLOCK ALL
STA 13+86.92 LT 24.28'
INSTALL 6" FIRE HYDRANT ASSEMBLY WITH 6" GATE VALVE IN STREET THRUST BLOCK ALL
STA 14+80 MATCH LINE
SEE SHEET GH-5
R/W
WTR
SAWCUT
NOTES:
1. ALL SEWER & WATER LINES SHALL BE CONSTRUCTED PER GHID STANDARDS AND SPECIFICATIONS.
2. EXISTING UTILITY LOCATIONS AND ELEVATIONS ARE APPROXIMATE AND ARE TO BE VERIFIED BY THE CONTRACTOR.
3. CONTRACTOR SHALL GRADUALLY ADJUST WATER LINE ELEVATIONS TO ENSURE A MINIMUM OF 1' CLEARANCE AT ALL UTILITY CROSSINGS.
4. CONTRACTOR SHALL IDENTIFY AND POTHOLE EXISTING UTILITY LINES THAT MAY CONFLICT WITH PROPOSED WATER LINE AND DETERMINE REQUIRED LOOP DIMENSIONS PER GHID STANDARDS. OBTAIN APPROVAL OF LOOP DESIGN FROM GHID PRIOR TO FABRICATION. THIS WORK SHOULD BE PERFORMED AS EARLY AS POSSIBLE TO PROVIDE ADEQUATE LEAD TIME FOR LOOP FABRICATION. NO ADDITIONAL TIME WILL BE GRANTED FOR LOOP FABRICATION. ITEM MAY BE DELETED IF DETERMINED UNNECESSARY.
0 20 40 60 80
4252
4250
4248
4246
4244
4242
4240
4238
EXISTING GROUND
PROPOSED GRADE
4' MIN (TYP)
PROPOSED STORM DRAIN
TIE INTO EXISTING 12" PVC WATER
12-INCH PRE-FABRICATED STEEL WATER LINE LOOP PER GHID STANDARDS SEE NOTE 4
63 LF 12" PVC C900 WL
286 LF 12" PVC C900 WL
222 LF 12" PVC C900 WL
STA 14+80 MATCH LINE SEE SHEET GH-5
10+00
11+00
12+00
13+00
14+00
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720
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DATE 9/24/2014
PROFESSIONAL ENGINEER
2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES
PROJECT NUMBER WVC ENG SP-375
SHEET NO. GH-4
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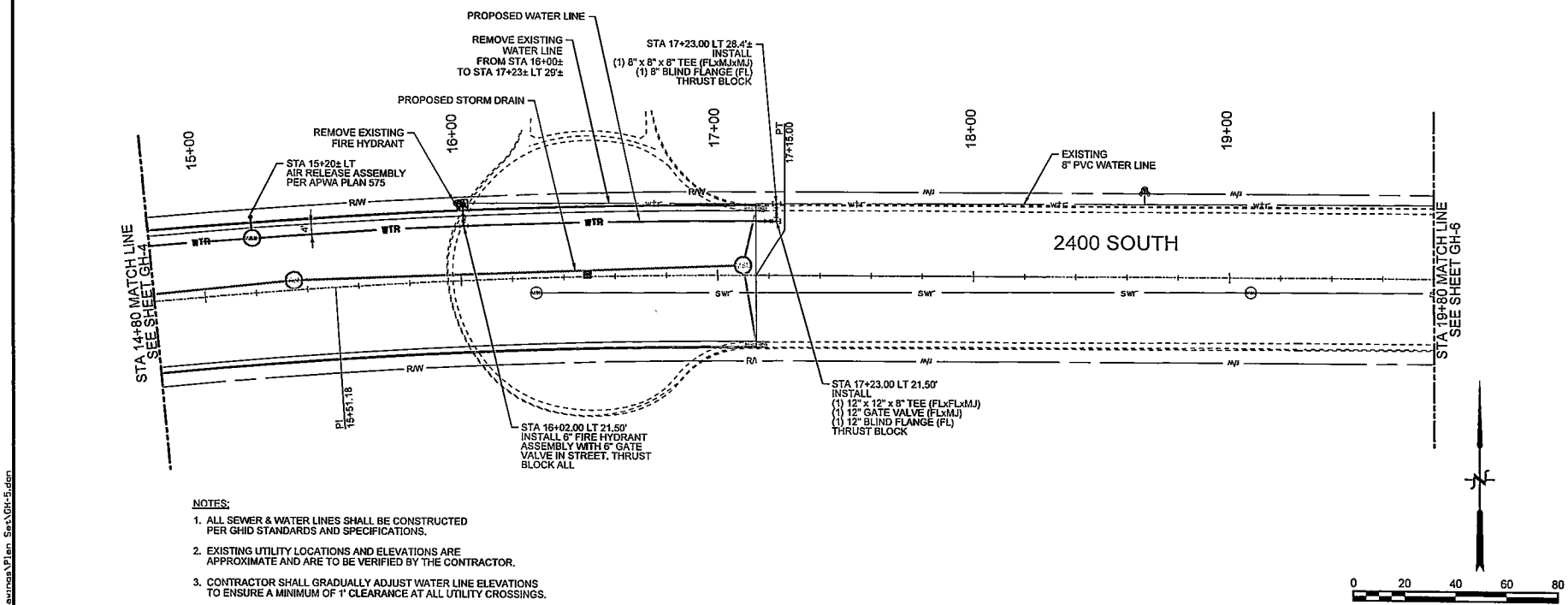

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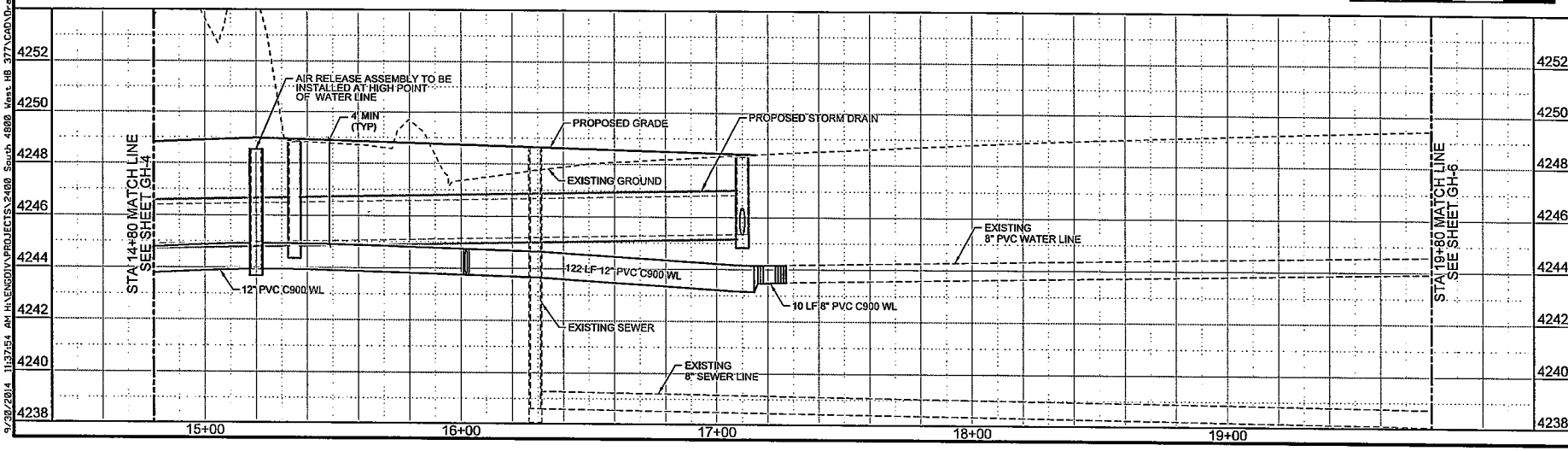

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

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DATE 9/24/2014
PROFESSIONAL ENGINEER

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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER W/C ENG SP-375

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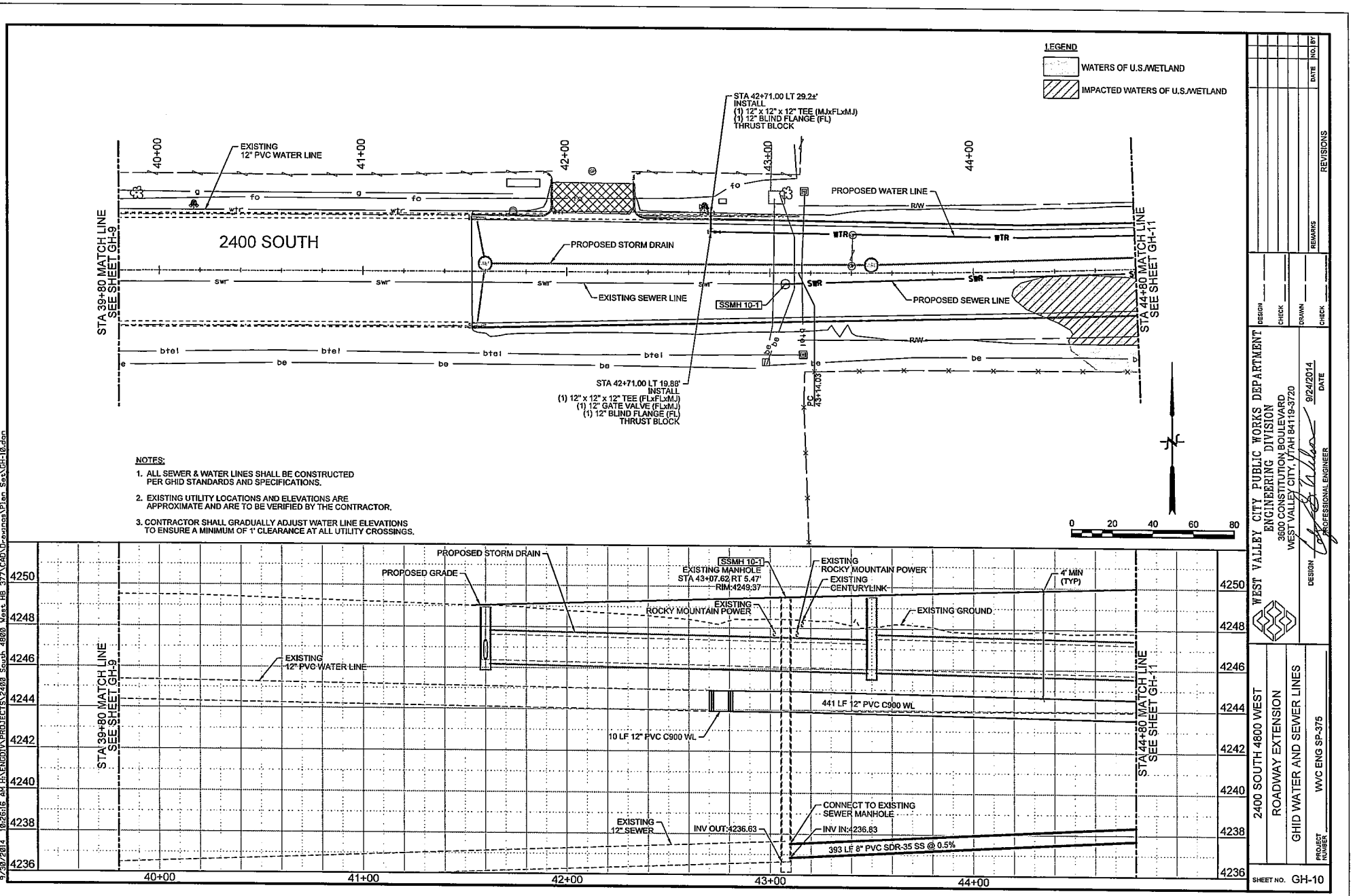

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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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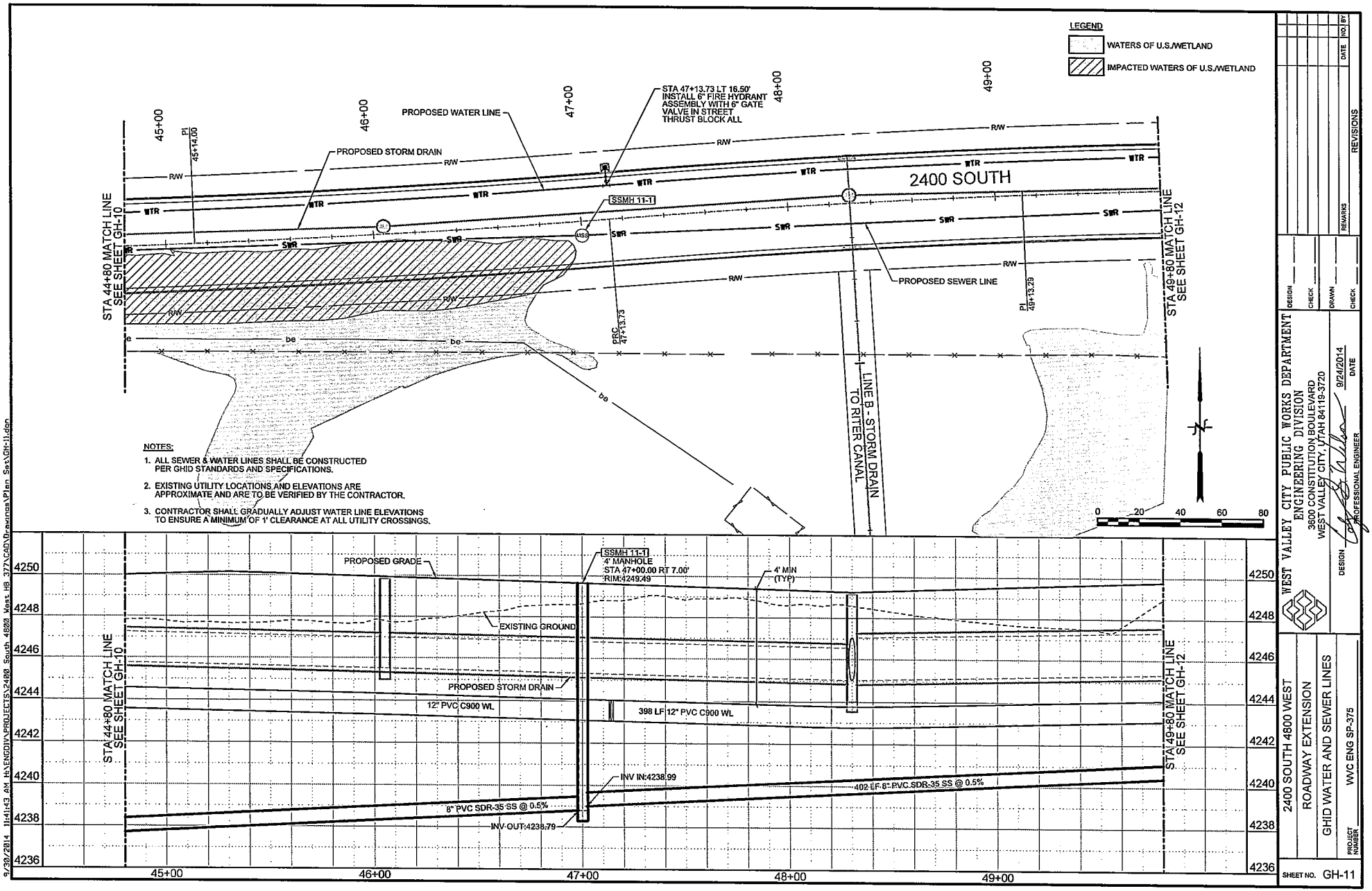

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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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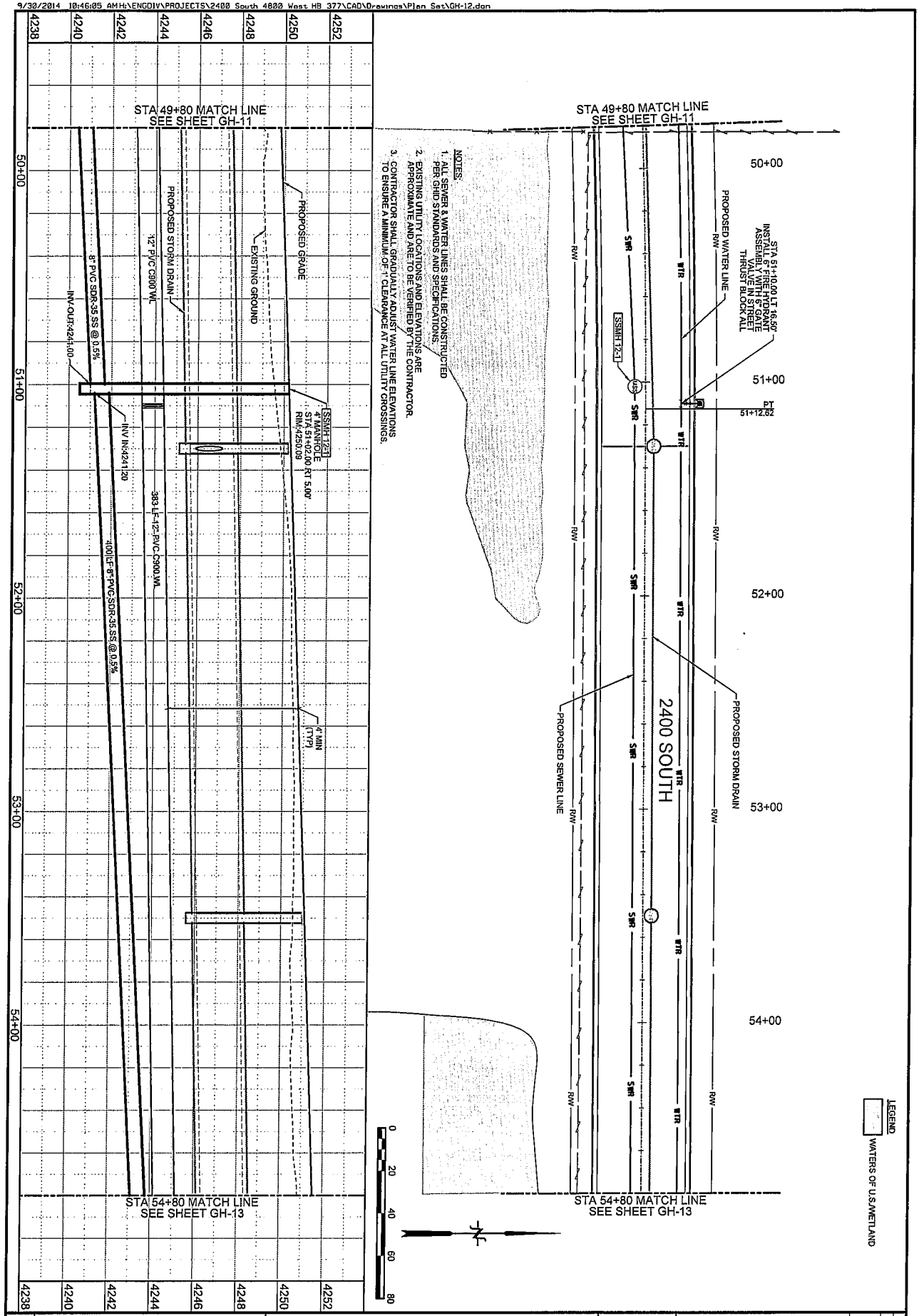
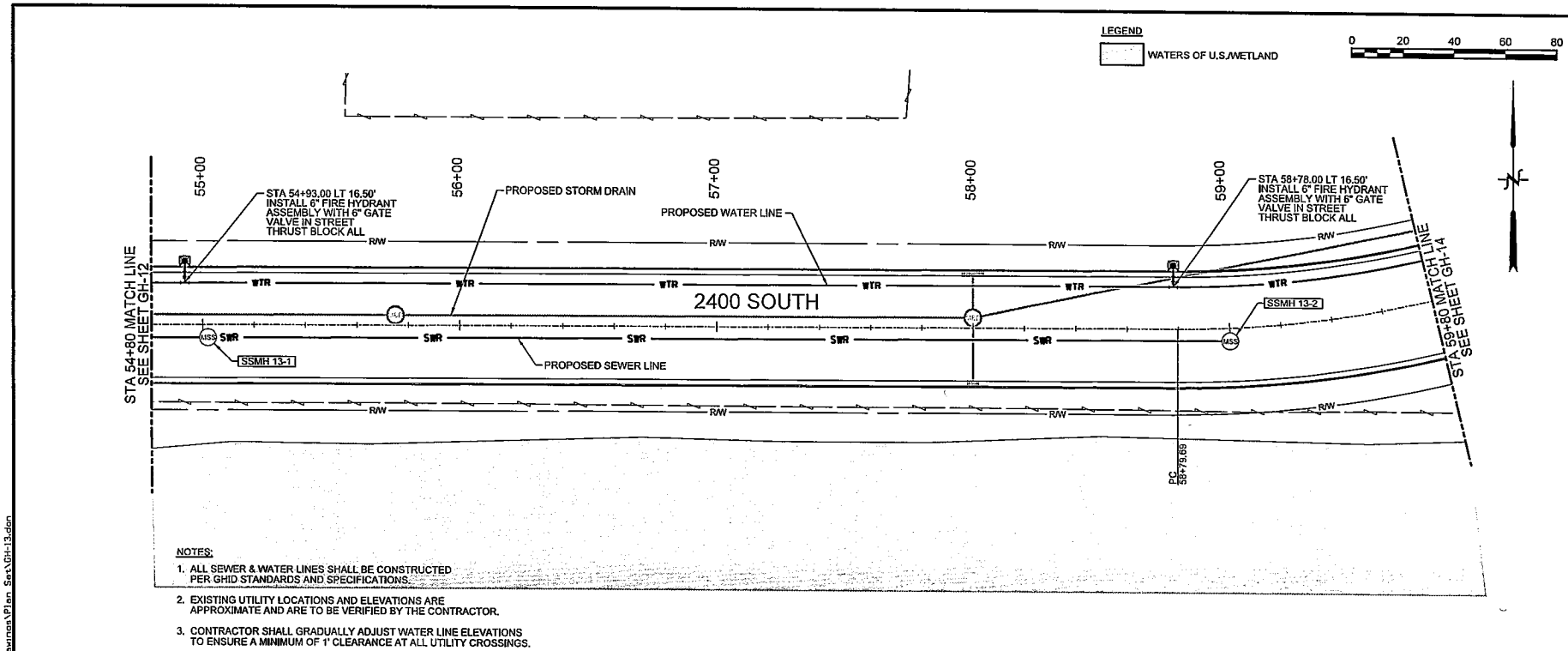


SHEET NO. GH-12	2400 SOUTH 4800 WEST ROADWAY EXTENSION GHID WATER AND SEWER LINES PROJECT NUMBER WVC ENG SP-375	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720 DESIGN 9/24/2014 PROFESSIONAL ENGINEER DATE	DESIGN CHECK DRAWN CHECK	REMARKS / DATE / NO. / BY REVISIONS



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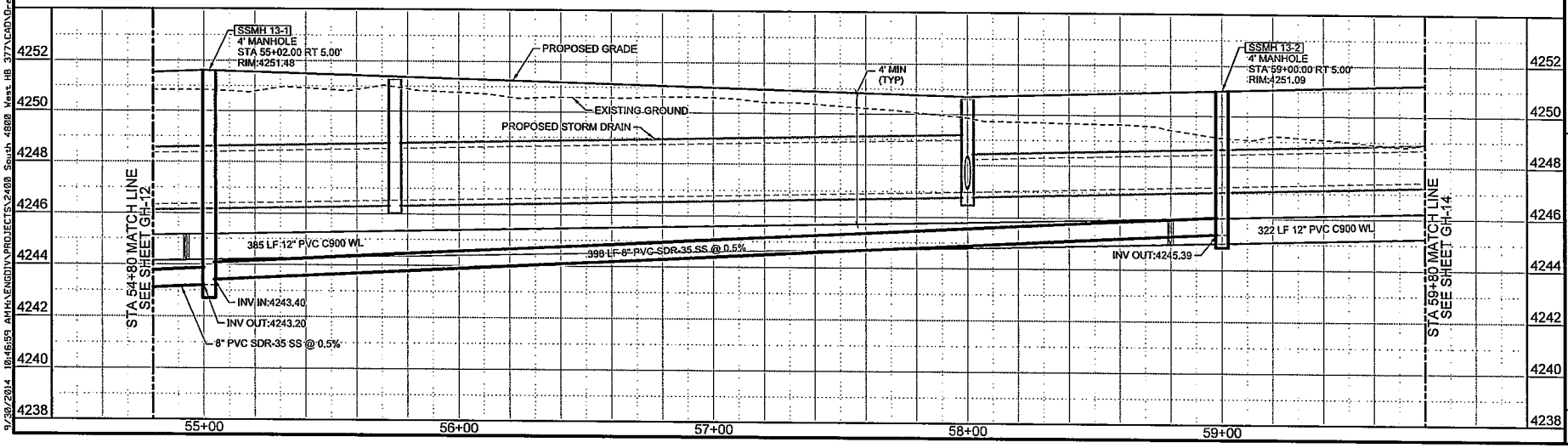

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WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
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9/24/2014
DATE

2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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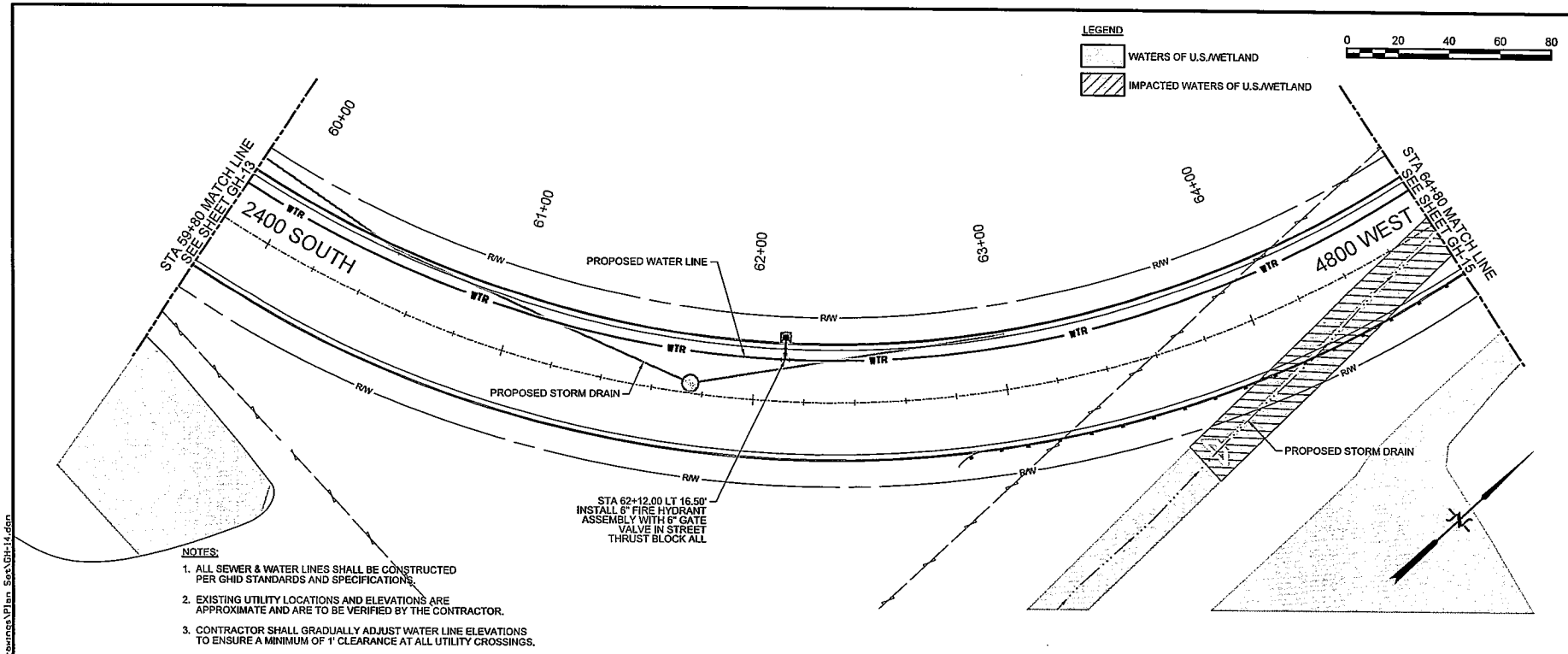

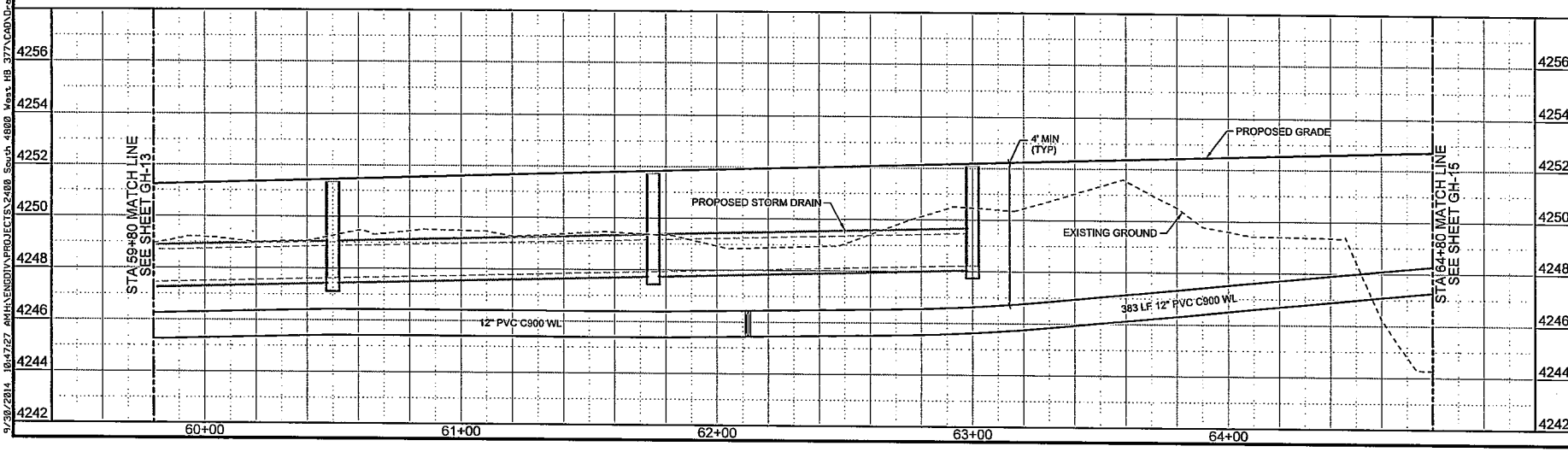

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

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DATE 9/24/2014
PROFESSIONAL ENGINEER

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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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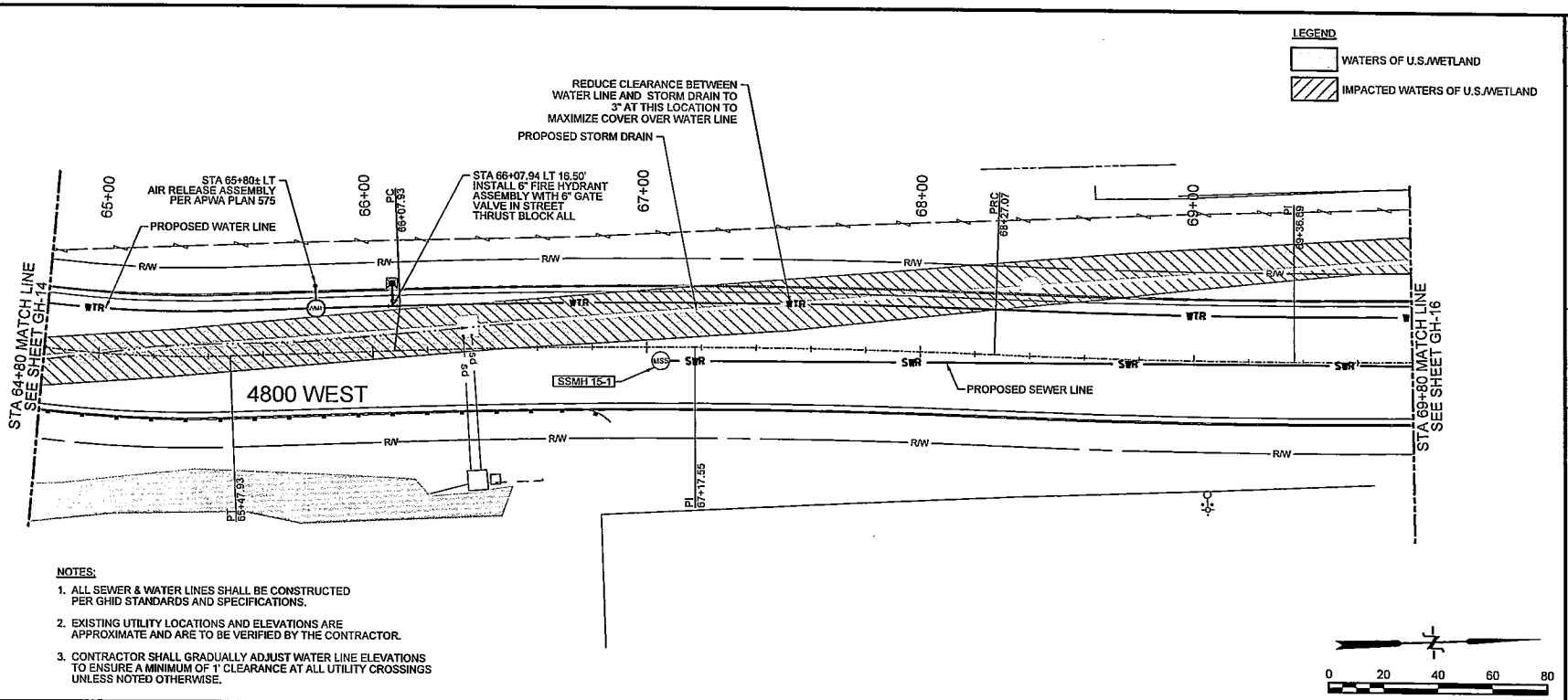

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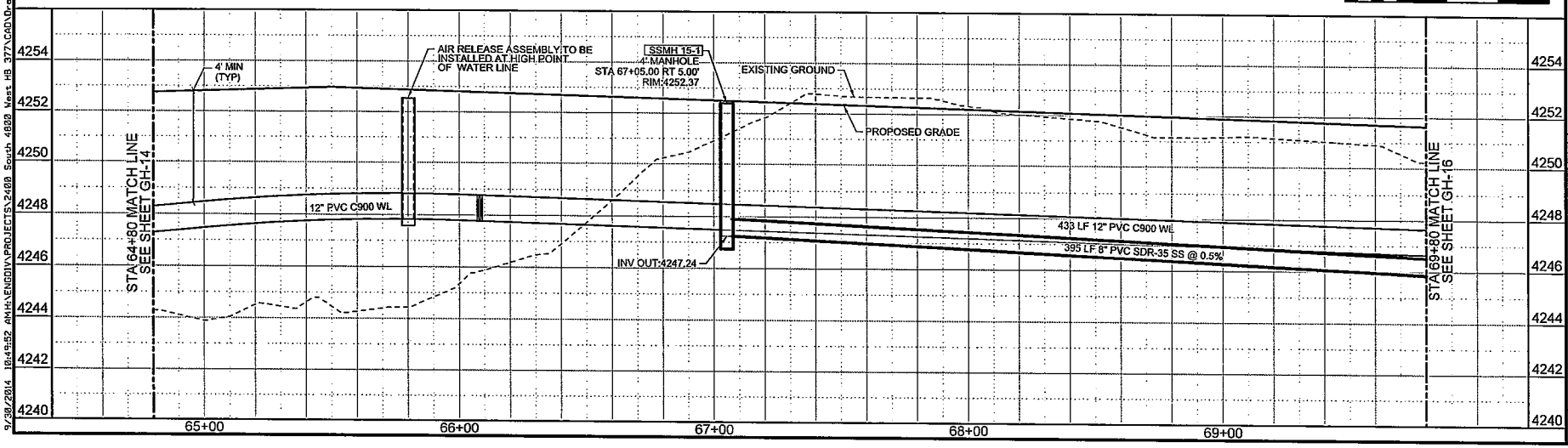

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ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

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PROFESSIONAL ENGINEER

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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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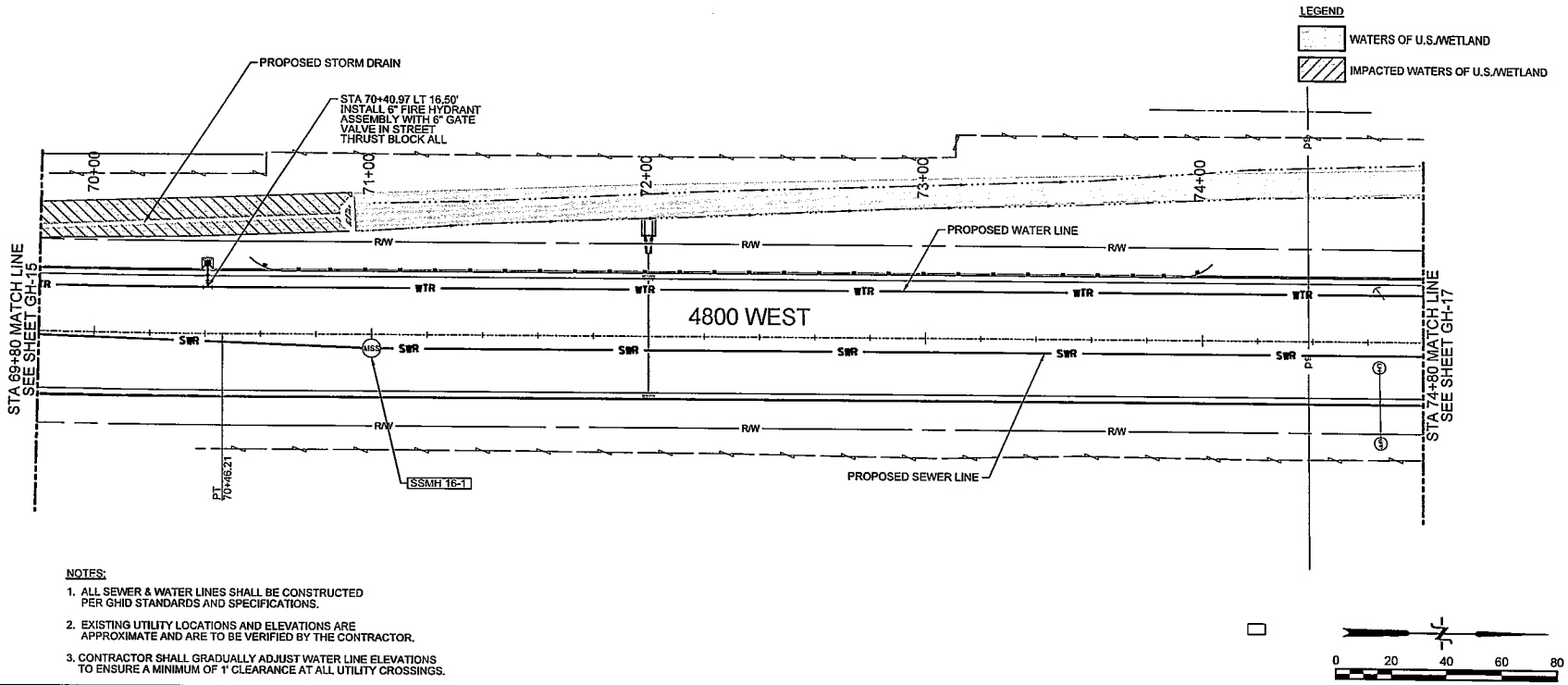

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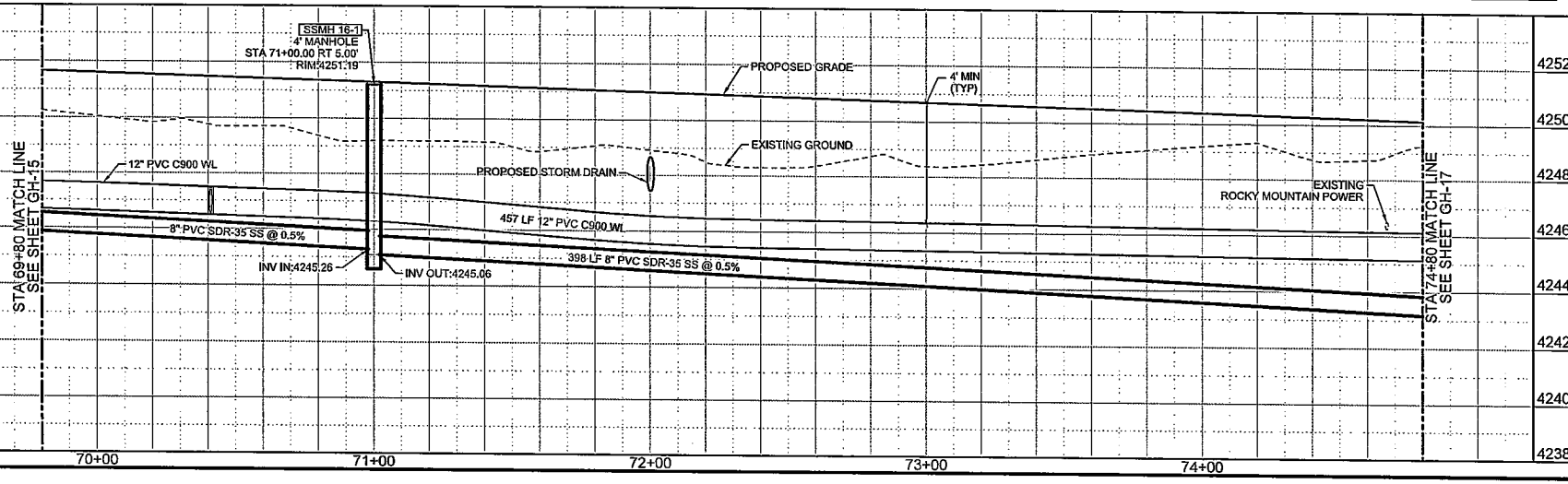

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN
DATE 9/24/2014
PROFESSIONAL ENGINEER

REVISIONS			
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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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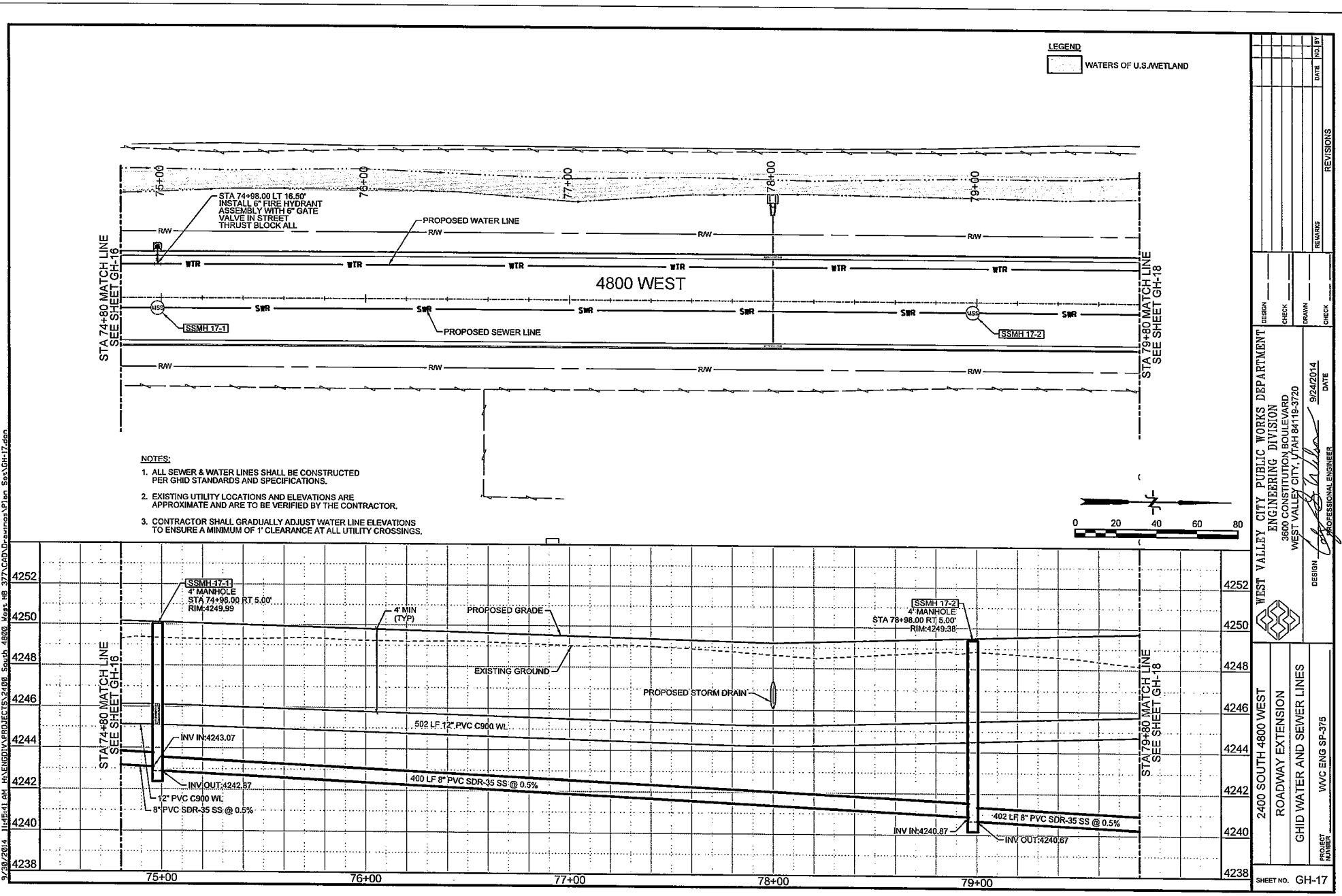

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3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

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9/24/2014
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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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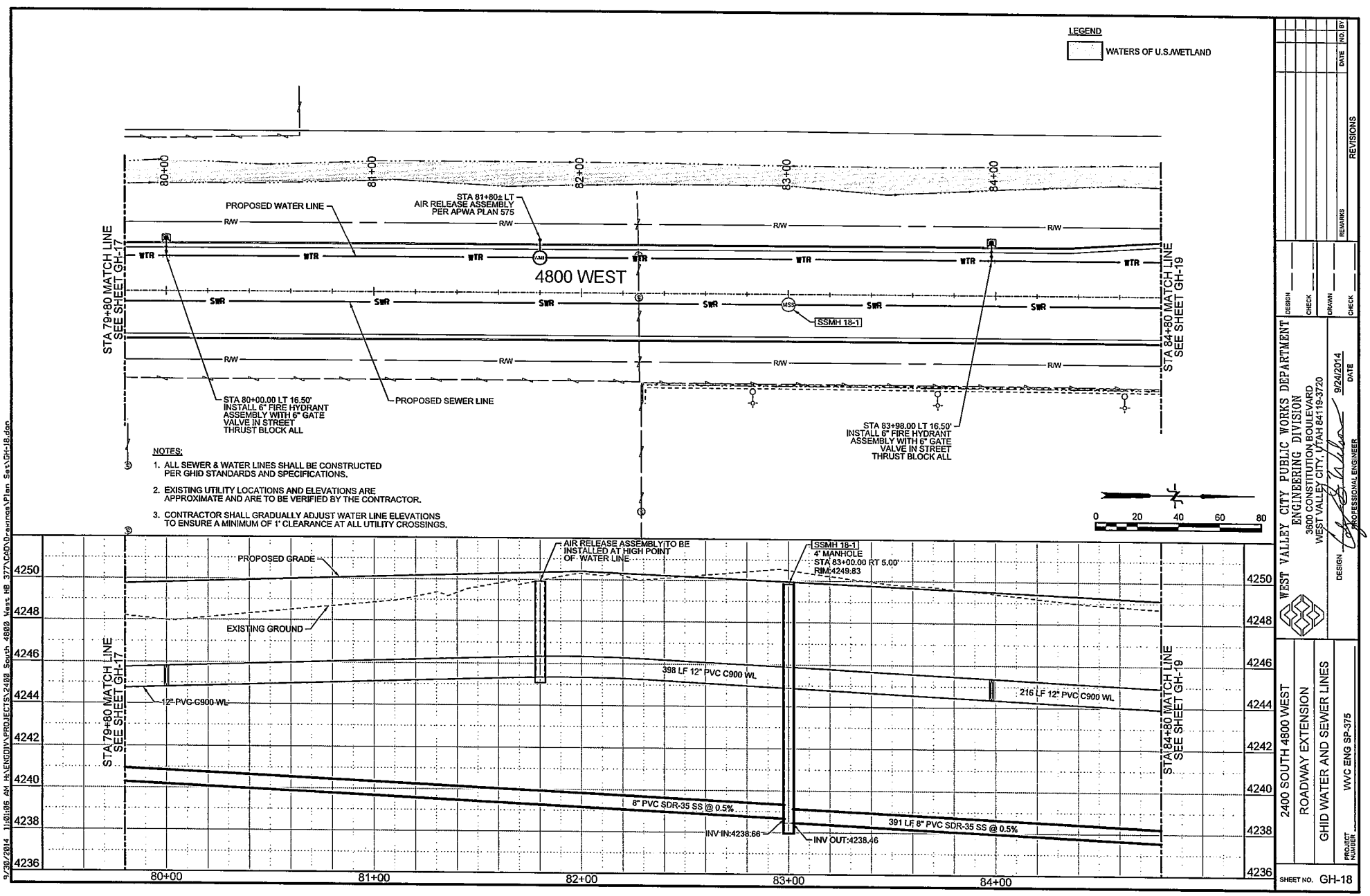

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2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

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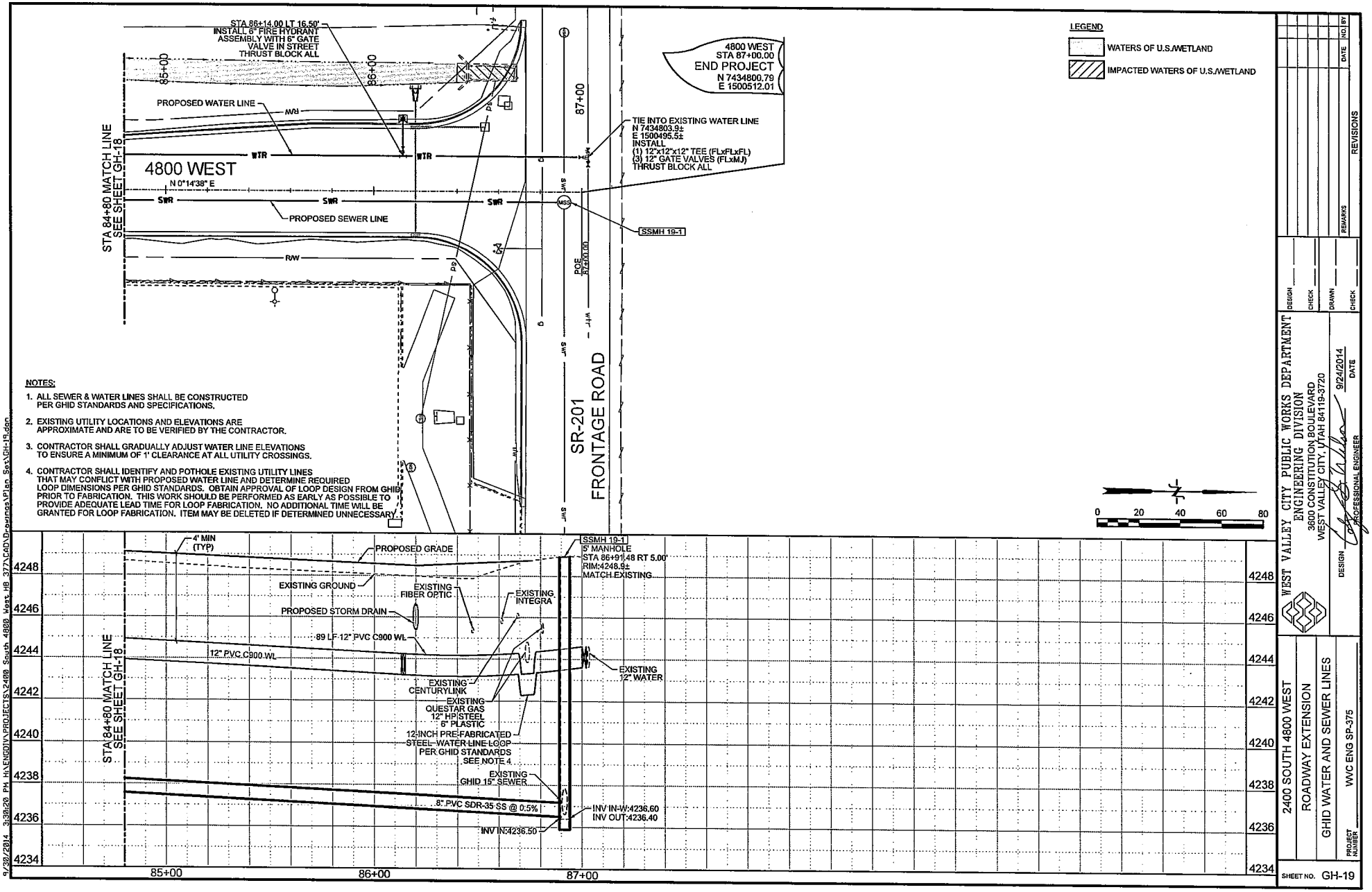

NOTES:

1. ALL SEWER & WATER LINES SHALL BE CONSTRUCTED PER GHID STANDARDS AND SPECIFICATIONS.
2. EXISTING UTILITY LOCATIONS AND ELEVATIONS ARE APPROXIMATE AND ARE TO BE VERIFIED BY THE CONTRACTOR.
3. CONTRACTOR SHALL GRADUALLY ADJUST WATER LINE ELEVATIONS TO ENSURE A MINIMUM OF 1' CLEARANCE AT ALL UTILITY CROSSINGS.
4. CONTRACTOR SHALL IDENTIFY AND POTHOLE EXISTING UTILITY LINES THAT MAY CONFLICT WITH PROPOSED WATER LINE AND DETERMINE REQUIRED LOOP DIMENSIONS PER GHID STANDARDS. OBTAIN APPROVAL OF LOOP DESIGN FROM GHID PRIOR TO FABRICATION. THIS WORK SHOULD BE PERFORMED AS EARLY AS POSSIBLE TO PROVIDE ADEQUATE LEAD TIME FOR LOOP FABRICATION. NO ADDITIONAL TIME WILL BE GRANTED FOR LOOP FABRICATION. ITEM MAY BE DELETED IF DETERMINED UNNECESSARY.

NO.	BY	DATE	REMARKS

REVISIONS

DESIGN | CHECK | DRAWN | CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN PROFESSIONAL ENGINEER — DATE 9/24/2014

2400 SOUTH 4800 WEST
ROADWAY EXTENSION
GHID WATER AND SEWER LINES

PROJECT NUMBER WVC ENG SP-375

SHEET NO. GH-19

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Exhibit B - Cost Estimate

2400 SOUTH 4800 WEST ROADWAY CONSTRUCTION						
Schedule 2 - GHID Water & Sewer Lines						
Item	Section	Description	Qty	Unit	Unit Price	Total Cost
1	33 11 00	12-Inch PVC C900 Pipe - Waterline	5120	LF	$ 60.00	$ 307,200.00
2	33 11 00	8-Inch PVC C900 Pipe - Waterline	10	LF	$ 70.00	$ 700.00
3	33 11 00	6-Inch PVC C900 Pipe - Waterline	150	LF	$ 80.00	$ 12,000.00
4	33 11 00	12-Inch Pre-Fabricated Steel Waterline Loop per GHID Standards	2	EA	$ 12,000.00	$ 24,000.00
5	33 11 00	12" Gate Valve	8	EA	$ 2,750.00	$ 22,000.00
6	33 11 00	6" Fire Hydrant Assembly	14	EA	$ 6,500.00	$ 91,000.00
7	33 11 00	Air Release Assembly	3	EA	$ 6,000.00	$ 18,000.00
8	33 31 00	4' Sanitary Sewer Manhole	9	EA	$ 3,500.00	$ 31,500.00
9	33 31 00	5' Sanitary Sewer Manhole	1	EA	$ 4,000.00	$ 4,000.00
10	33 31 00	8-Inch PVC SDR-35 Sanitary Sewer	3585	LF	$ 50.00	$ 179,250.00
11	33 31 00	Connect to Existing Sewer Manhole	1	EA	$ 1,000.00	$ 1,000.00
					TOTAL SCHEDULE NO. 2	$ 690,650.00