

COOPERATIVE AGREEMENT

Converted TAP Funds for Local Government

THIS COOPERATIVE AGREEMENT made and entered into this 1st day of April, 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and West Valley City, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**.”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Sidewalk located at 3425 West and Meadowbrook Drive starting at 4270 South and ending at 4325 South; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by an appropriation from the Utah State Legislature for distribution by a grant from **UDOT**; and

WHEREAS, it is the intent of the Utah State Legislature that participation in TAP projects be on a 50% Local, 50% State match basis with a maximum State participation of \$100,000.00; 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:

1. The **CITY** 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. The **CITY** 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 **CITY** 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 Alana Spendlove, Region 2 Utility and Railroad Leader, telephone number 801-887-3462 or aspendlove@utah.gov for assistance in preparing the Reimbursement Agreement.

3. The **CITY** 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 Mason Palmer, Region 2 Environmental Manager, telephone number 801-975-4970 for assistance with any environmental compliance requirements.
4. All construction work performed by the **CITY** 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 **CITY** shall submit plans to **UDOT** for view and approval prior to starting construction. The **CITY** 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 **CITY** of its obligation to meet the standards and specifications. **CITY**'s construction may conform to local standards if they are equal to or greater than **UDOT**'s standards and specifications.
5. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.
6. The **CITY** will participate at a minimum of 50% of the total project. **CITY**'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 project including **CITY**'s participation is as follows:

| | |
|---------------------------------------------|-------------------|
| UDOT Funds (Allocated Amount) | \$ 100,000 |
| CITY 's Funds (50% minimum of Total) | \$ 104,000 |
| TOTAL PROJECT | \$ 204,000 |

8. Upon completion of construction and final inspection by **UDOT**, and upon request of the **CITY**, **UDOT** will deliver to the **CITY** a lump sum amount of \$100,000 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 **CITY** 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 **CITY** a lump sum amount based on the percentages as stated in this Agreement.

9. The **CITY** 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.

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 **UDOT's** share of the total cost should be less than the lump sum payment made to the **CITY** under this Agreement, the **CITY** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **CITY** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

11. Upon commencement of the construction, the **CITY** agrees to complete the construction by October 1, 2015. If for any reason, the **CITY** cannot complete construction by October 1, 2015, the **CITY** must request, in writing and before October 1, 2015, 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 **CITY**, 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 **CITY's** control. If the request is not approved the **CITY** will relinquish the grant allocation for the project and this Agreement shall be terminated.

12. If the **CITY** modifies its project and the modification affects the work, the **CITY** 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

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

14. **UDOT** and the **CITY** 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 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 Agreement.

15. 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.
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 Agreement, or by law, will not release either party from any obligations arising under this Agreement.
17. This 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 Agreement.

Sidewalk Construction
3425 West 4270 South – Robert Frost Elementary School
Cooperative Agreement with West Valley City
Charge ID No. _____

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.

West Valley City, a Municipal Corporation in the State of Utah

Attest:

Title: _____

City Recorder

Date: _____

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RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Title: Project Manager

Title: Region Director

Date: _____

Date: _____

Approved as to Form:

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

UDOT Comptroller Office
Contract Administrator

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