



**State of Utah  
Department of Transportation**

<b>Betterment Agreement Local Agency Modification to Federal Aid Agreement No. _____ (If applicable)</b>	Project Description: Repair and replace damaged storm drain  Local Agency: West Valley City	Estimated Value of Betterment  \$75,632.00
PIN Number <b>9419</b> FINET/CID Number <b>54252</b> FMIS Number	Project Number <b>F-I215(175)16</b> Project Name <b>I-215 West: 4700 South to SR-201</b>	Agreement Number (Assigned By Comptrollers)  Date Executed

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

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein. Upon signing this Agreement, the **Local Agency** agrees that the costs shown below are estimates only and that the **Local Agency** will be responsible for paying the actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

*Description of Work:*

Repair and replace a portion of the existing **Local Agency** storm drain pipes that cross under I-215 on the north and south sides of the Brighton Canal (running parallel to the canal) with new 36-inch reinforced concrete pipes (RCP). The existing pipe within the no-access line will be replaced, while the existing pipe crossing the no-access line and extending outside the no-access line will remain in place. The new proposed pipe will be connected to the existing pipe using buried concrete boxes. The buried concrete boxes will have a minimum of 2-feet of cover. The location description is based on the Project design alignment:

- Northern Pipe Crossing:
  - RCP - From Station 1207+78.07 Offset LT 200.58 to Station 1206+62.58 Offset RT 108.01
  - Buried Concrete Box
    - Station 1207+78.07 Offset LT 200.58
    - Station 1206+62.58 Offset RT 108.01
- Southern Pipe Crossing:
  - RCP - From Station 1206+94.28 Offset LT 198.53 to Station 1205+72.32 Offset RT 121.72
  - Buried Concrete Box
    - Station 1206+94.28 Offset LT 198.53
    - Station 1205+72.32 Offset RT 121.72

Betterment Items

Bid Item No.	Description	Quantity	Estimated Unit Price	Estimated Price
026101622	36-inch – Reinforced Concrete Pipe, Irrigation/Storm Drain, Class C	665 (feet)	\$85.00	\$56,525
02633021P	Concrete Drainage Structure 4ft Wide X 3ft to 5ft Deep – CB 5	2 (each)	\$2,200	\$4,400
02633022P	Concrete Drainage Structure 4ft Wide X 5ft to 7ft Deep – CB 5	2 (each)	\$2,500	\$5,000
028210034	4' Chain Link Fence, Type IV	80 (feet)	\$20.00	\$1,600
028210038	6' Chain Link Fence, Type IV	20 (feet)	\$23.00	\$460
022210080	Remove Fence	100 (feet)	\$2.00	\$200
022210095	Remove Pipe Culvert	677 (feet)	\$11.00	\$7,447
<b>Total Estimated Cost</b>				<b>\$75,632</b>

**Total Estimated Reimbursement to UDOT is \$ 75,632.00**

The total estimated cost of the betterment work shall be advanced / deposited with **UDOT** prior to advertising or prior to the completion of the work, which ever is applicable. The **Local Agency** shall deposit said amount with **UDOT's** Comptroller's Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

In the event the actual betterment costs are higher, the **Local Agency** shall pay the additional amount required. In the event the actual betterment costs are lower, **UDOT** will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.

## Provisions

**(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)**

UDOT has prepared plans, specifications and estimates of costs for the construction of the project, hereinafter referred to as the "Project."

The **Local Agency** desires to include the betterment work items described herein in the Project contract work.

UDOT is agreeable to include the **Local Agency's** requested betterment work in the Project contract providing that the **Local Agency** pay the actual additional costs incurred. The **Local Agency** agrees that UDOT's Project will not be delayed as a result of adding these betterments, and that no betterments will 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 or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the **Local Agency** work installed by the contractor. The **Local Agency** engineer and/or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on **Local Agency's** facilities in accordance with the plans and specifications provided by the **Local Agency**, including changes or additions to said plans and specifications which are approved by the parties hereto. The **Local Agency**, through their inspection of said work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the **Local Agency** may have with acceptance of said facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the **Local Agency** of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency It is understood that access for maintenance and servicing of the **Local Agency** facilities located on State right of way will be by permit issued by UDOT to the **Local Agency**, and that the **Local Agency** will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

### I. Indemnification:

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 from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. 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 in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

### 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. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the **Local Agency**.
- d. Upon satisfactory completion of the provisions of this agreement.

### III. Maintenance:

The **Local Agency** agrees that, upon completion and final inspection of the Project construction, to accept, own and maintain the betterment work covered herein at no further cost to **UDOT**.

**IV. Payment and Reimbursement to UDOT:**

The **Local Agency** shall be responsible for all actual costs associated with these betterment items.

The **Local Agency** agrees that if it modifies or cancels this betterment 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 betterment work scope being modified or cancelled. In the event the **Local Agency** fails to reimburse **UDOT** for the costs included in this betterment 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:**

The **Local Agency** recognizes that if their project scope or schedule changes from the

original intent of this agreement, the **UDOT** Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by **UDOT** as a result of these scope or schedule changes will be the responsibility of the **Local Agency**.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

**VI. Content Review:**

Language content was reviewed and approved by the Utah AG's office on July 19, 2012.

Local Agency				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Program Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			