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COOPERATIVE AGREEMENT
S-0040(129)115; Duchesne County
US-40; 400 E to 600 E, Roosevelt Lighting
Authority No. 71679; Pin 11843
ROOSEVELT CITY
Federal ID No. 87-6000273

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 23 day of Oct, 2014 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**," and **ROOSEVELT CITY**, a municipal corporation of the State of Utah created, hereinafter referred to as the "**CITY**",

RECITALS:

WHEREAS, it is mutually advantageous to **UDOT** and the **CITY** to join together in the construction of curb and gutter improvements along US-40; ~400 East to ~Union Street, Roosevelt City, Duchesne County, Utah; and

WHEREAS, **UDOT** agrees to reimburse the **CITY** for the cost of two 40 ft. powder coated street light poles at the intersection of 200 North and SR-121; and

WHEREAS, **UDOT** agrees to participate in the cost of street lighting along US-40 between ~400 East to ~Union Street; and

THIS COOPERATIVE AGREEMENT is written to reimburse the **CITY** for the cost of the above noted improvements.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **CITY**, or through its contractor, will construct the curb and gutter, sidewalk, approaches and waterways. **UDOT** is contributing to the cost of the curb and gutter improvements.
2. The cost to **UDOT** for the construction of said curb and gutter improvements along State Highway right-of-ways in Roosevelt City, Duchesne County is **\$30,780.00**.
3. The **CITY** shall submit plans for the work covered by this agreement to **UDOT's** Region Three East Area District Engineer for review and approval prior to beginning construction. Upon approval of the plans, and before commencing any construction within the right-of-way, the **CITY** or its contractor shall obtain a Highway Right-of-Way Encroachment Permit from the Region Three

J13-59-11843_Street_Lighting_Curb_and_Guttter_Poles_Rooseveltx

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Encroachment and Permits Officer. Any work performed within the State Highway right-of-ways by the **CITY** or its contractor requires an approved traffic control plan.

4. Upon replacement of curb and gutter in each area of work, **CITY** shall coordinate with **UDOT's** Region Three East Area District Engineer to inspect and approve said curb and gutter replacement. Upon acceptance of work by **UDOT**, **CITY** shall submit to **UDOT** itemized invoices depicting materials, labor and amount of curb and gutter placed at each location of work. Invoices may be submitted separately for individual locations or as a complete project.
5. **UDOT** further agrees to reimburse the **CITY** for the cost of two powder coated street light poles at the intersection of 200 North and SR-121. Total cost of light poles to be paid to **CITY** is **\$11,900.00**. **CITY** agrees to cover all other costs including but not limited to; the removal of existing poles and foundations, construction of the new pole foundations and installation of said street lights poles and any landscape restoration at no further cost to **UDOT**. The **CITY** further agrees that upon completion of construction of said street lights to own and maintain them in perpetuity at no further cost to **UDOT**.
6. **UDOT** further agrees to reimburse the **CITY** for the cost of street lighting improvements along US-40 between 400 East and Union Street. Total cost of street lighting improvements to be paid to **CITY** is **\$75,000.00**

TOTAL ESTIMATED LUMP SUM COST TO UDOT

\$117,680.00

2 – 40 ft. powder coated light poles = \$11,900.00

Street lighting improvements = \$75,000.00

Estimated cost for curb and gutter = \$30,780.00

7. The existing **MASTER STREET LIGHTING AGREEMENT** between **UDOT** and the **CITY** is marked '**EXHIBIT A**', attached hereto and thereby made a part hereof. Said agreement shall remain in full force. No part of said **MASTER** agreement is nullified by this reimbursement agreement.
8. The **CITY** with its regular engineering and construction forces at the standard

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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 no later than October 31, 2014.

9. **UDOT** shall have the right to audit all cost records and accounts of the **CITY** pertaining to this project. For purpose of audit, the **CITY** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
by their duly authorized officers as of the day and year first above written.

ATTEST:

ROOSEVELT CITY, a municipal
corporation of the State of Utah

By: [Signature]
Title: City Manager
Date: 9-30-14

By: Vann D. Ryan
Title: Mayor
Date: Sept. 30, 2014

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: [Signature]
Region 3 Utility and Railroad Coordinator
Date: 10/22/14

By: Robert W. [Signature] for Teri Newbold
Region Director
Date: Oct 23 2014

COMPTROLLER OFFICE

By: [Signature]
Contract Administrator
Date: 12-1-14

