



<b>Double Tracking Construction Betterment Agreement Utah Transit Authority</b>  <b>UDOT Finance No. _____</b>	Betterment Description:  <b>Shepard Lane Interchange</b>  <b>UTA Double Tracking Construction Betterment</b>	Estimated Cost for the Double Tracking Construction Betterment  <b>\$3,576,341.42</b>
PIN Number 15684  FINET/CID Number 72703	Project Number <b>S-I15-7(340)325</b>  Project Name <b>I-15; Shepard Lane Interchange</b>	Agreement Number  Date Executed

**THIS AGREEMENT** made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, ("UDOT"), and the **UTAH TRANSIT AUTHORITY**, ("UTA"), a public transit district organized pursuant to the Utah Public Transit District Act.

Subject to the attached provisions, **UDOT** will include the following Double Tracking Construction Betterment "Betterment Work" items into the above referenced Project and will oversee the construction of the Betterment Work. Upon signing this Agreement, **UTA** agrees that the costs shown below are estimates only and that **UTA** will be responsible for paying the actual costs associated with the construction Betterment Work items, based on Contract Unit Bid Prices, and actual quantities placed.

Description of Betterment Work: Shepard Lane Interchange **UTA** Betterment Work includes work to install a retaining wall, barrier, and fill between southbound I-15 and the FrontRunner tracks to accommodate a future second FrontRunner track. The work will also include drainage, utilities, moving ATMS fiber, and accommodating an overhead sign foundation into the wall/barrier system. See the attached Scope of Work marked Exhibit "A" and Cost Estimate marked Exhibit "B," that are incorporated by reference. The estimate includes a credit for UTA to perform the tamping required for settlement caused by the Project Work.

Cost Estimate:

Bid Item No.	Description	Estimated Cost
1	Roadway	\$643,045.90
2	Drainage	\$100,480.00
3	Structures: Cast in Place Retaining Walls	\$1,961,330.00
4	Utilities	\$243,250.00
5	Contingency @10%	\$294,810.59
	<b>Subtotal</b>	<b>\$3,242,916.49</b>
6	PE Construction Engineering	\$39,133.28



7	CE Construction Support	\$147,405.30
8	Change Order Contingency @ 6.00%	\$176,886.35
	Total Betterment Cost	\$3,606,341.42
9	Tamping Credit (6 occurrences at \$5,000 each)	(\$30,000.00)
	<b>Total Estimated Cost of construction Betterment work</b>	<b>\$3,576,341.42</b>

The total actual cost of the construction Betterment Work shall be invoiced to **UTA** as the work phases are completed.

**UTA** shall make payment within 30 days of receiving an invoice from **UDOT**. **UTA** shall deposit the amount with **UDOT's** Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

#### Contact Information

UDOT's Consultant Resident Engineer is Ray Carter, telephone number (801) 557-2385 and e-mail ray.carter@hdrinc.com, or their designated representative, as assigned.

UDOT's Region Utility Leader is Lincoln Port telephone number (801) 620-1660, and e-mail lport@utah.gov.

#### 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."

**UTA** desires to include the construction Betterment Work items described herein in the Project contract work.

**UDOT** is agreeable to include **UTA's** requested construction betterment work in the Project contract providing that **UTA** pays the actual additional costs incurred. **UTA** 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.

**UTA**, at no cost to the Project, shall provide on-call support from **UTA's** Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the **UTA** work installed by the contractor. The **UTA** 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 **UTA's** facilities in accordance with the plans and specifications provided by **UTA**, including changes or additions to said plans and specifications which are approved by the parties hereto. **UTA**, through their inspection of said work, will provide **UDOT's** Project Manager or Resident Engineer with information covering any problems or concerns **UTA** may have with the 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 **UTA** of its duty in the performance of this Project or to ensure compliance with acceptable standards.

Construction Access: **UDOT's** contractor shall be required to apply to **UTA** for a Track Access Permit to enter the **UTA** Property for the purpose of constructing or installing **UTA** Betterment Work. **UTA** will grant such Permit on reasonable



terms and conditions. **UDOT's** contractor shall not enter **UTA** property without a permit.

**UTA** will provide temporary easements required for the **UDOT** Project and **UTA** Betterment Work.

**UTA** and **UDOT** will meet with the Project contractor to memorialize a three-week look ahead schedule, which will be updated weekly, for the **UDOT** Project and **UTA** Betterment Work.

**UTA** will provide site observation and flagging for the **UDOT** Project and **UTA** Betterment Work.

Except in cases of emergency, it is understood that access for maintenance and servicing of the **UTA** facilities located on State right of way will be by Permit issued by **UDOT** to **UTA**, and that **UTA** 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 **UTA** 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 **UTA** for the 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 **UTA**.
- d. Upon satisfactory completion of the provisions of this Agreement.

**III. Maintenance:**

**UTA** agrees that, upon completion and final inspection of the Project construction, to accept, own and maintain the Betterment Work on top of the retaining wall and everything to the west of the retaining wall at no further cost to **UDOT**. **UDOT** will maintain the retaining wall within **UDOT** right-of-way.

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

**UTA** shall be responsible for all actual costs associated with these construction items.

**UTA** agrees that if it modifies or cancels this construction betterment agreement at any time after it has been signed, to pay any cancellation penalties or costs incurred by **UDOT** as a result of the construction Betterment Work scope being modified or canceled.

**V. Change in Scope and Schedule:**

**UTA** recognizes that if their project scope or schedule changes from the original intent of this Agreement, the Agreement must be amended prior to proceeding with the work. Any costs incurred by **UDOT** as a result of these scope or schedule changes will be the responsibility of **UTA**.

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 April 12, 2016.



IN WITNESS WHEREOF, the Agencies hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

UTA APPROVED AS TO FORM:

DocuSigned by:

*Tim Merrill*

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Tim Merrill, Assistant Attorney General

Date: 5/12/2023

DocuSigned by:

*Jodi Howick*

159E428B6F33495...  
Jodi Howick, Assistant Attorney General

Date: 5/16/2023

**UTAH TRANSIT  
AUTHORITY**

DocuSigned by:

*Dave Hancock*

426663DF88416...  
Dave Hancock, Director Capital Services

Date: 5/19/2023

Mary DeLoretto, Chief Capital Services Officer

Date: \_\_\_\_\_

Jay Fox, Executive Director

Date: \_\_\_\_\_

**UTAH DEPARTMENT  
OF TRANSPORTATION**

Region Director

Date: \_\_\_\_\_

**UDOT COMPROLLER'S OFFICE**

By: \_\_\_\_\_

Contracts Administrator

Date: \_\_\_\_\_

Recommended for Approval:

By: \_\_\_\_\_

Region Utility and Railroad Leader Date:

\_\_\_\_\_