

Intersection improvements at SR-68 and SR-73
SARATOGA SPRINGS CITY
Federal ID No. 87-6000240
(Landscape Maintenance Agreement)

19480

AGREEMENT

THIS AGREEMENT, is made and entered into this 6 day of June 2013, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **SARATOGA SPRINGS CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**CITY**."

RECITALS

WHEREAS, UDOT owns the right-of-way on SR-68 and SR-73. CITY has prepared plans, plans, specifications for landscape treatments within the center median at the intersection of SR-68 and SR-73 (hereinafter referred to as the "Project"). The Project is located within Saratoga Springs, Utah County, Utah; and

WHEREAS, the parties hereto desire to enter into a maintenance agreement covering the installation and maintenance of the landscape treatment of center medians associated with the intersection of SR-68 and SR-73 as shown on the attached plans marked "EXHIBIT A" which are incorporated by reference.

AGREEMENT

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

1. The CITY, at its cost, will provide and install water meters and vaults, and electrical supply to the irrigation controller on UDOT right-of-way at the location identified in the plans for the sole purpose of watering the installed landscaping.
2. The CITY, at its cost, will install all landscaping elements in compliance with EXHIBIT A.
3. The CITY will continue to have access to establish and maintain the landscaping and irrigation system within UDOT right-of-way as long as the work is outside the safety zone. All work within the right-of-way requires approved DOT orange clothing or outer wear. Any work within the

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safety zone will be allowed provided that traffic control is implemented according to the MUTCD guidelines. If work will require that lane(s) of traffic will be impacted, the **CITY** must obtain a permit from **UDOT** for approval of the traffic control plan in accordance with the MUTCD and applicable rules.

4. The **CITY**, at its cost, will establish and maintain the trees, shrubs and irrigation system during the term of this Agreement. If the trees or shrubs fail to survive, the **CITY** will remove, replant and establish plant materials. The **CITY** accepts maintenance responsibility for all systems of the Project, including the clearing of debris, weed control, trash and drainage.

5. The **CITY** will provide all necessary repairs to the irrigation system including winterizing and spring start-up.

6. The **CITY** will be responsible to maintain landscape rock/cobble within the median. Any displaced rock/cobble onto SR-68 or SR-73 must be removed by the **CITY** immediately. Any damage to vehicles, individuals or properties, as a result of displaced rock/cobble will be the responsibility of the **CITY**. The **CITY** also agrees to repair any damage to **UDOT**'s facilities caused by waterline breaks, over-watering or failure to maintain landscaping and irrigation facilities.

7. **UDOT** will remain the owner of the real property on which said landscape facilities are installed. Any significant changes to the landscaped areas will be reviewed and approved by **UDOT** before any work may begin. If **UDOT** decides to use the right-of-way for any of its projects, the **CITY** shall timely remove and/or relocate the landscaping improvements at the **CITY**'s expense and **UDOT** will not replace or reimburse the **CITY** for the improvements.

8. Failure on behalf of the **CITY** to abide by the terms established in this Agreement, will jeopardize future landscape enhancement projects by **UDOT**. The **CITY** agrees to pay any and all costs incurred by **UDOT** resulting in the **CITY**'s failure to maintain said landscaping.

9. After thirty (30) days of receipt of written notice to terminate the Agreement of one party to the other party, this Agreement will become null and void. If at such time and if required by **UDOT**, the **CITY** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to perform this work.

10. The initial term of this Agreement will be ten years; then at the end of the ten year period, it will be automatically renewed by five year increments unless written notice of termination is given by a party.

11. The **CITY** and **UDOT** are both governmental entities as defined in the Utah Governmental Immunity Act (the "Act"). Nothing in this Landscape Maintenance Agreement shall be

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deemed as a waiver by either or both parties of any defenses or protections provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. The **CITY** agrees to indemnify, save harmless, and release **UDOT** from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which damages, injuries, liability, suits, claims and proceedings, including but not limited to, vehicle damage and/or personal injury as a result of crashes caused in whole or in part by **CITY**'s employees, officers, agents, and contractors, or by improper traffic control that are caused in whole or in part by the **CITY**'s acts, omissions, failure to act, or negligence of the **CITY**'s officers, agents, contractors, or employees, except where the claim arises out of the sole negligence of **UDOT**. This provision shall survive the termination of this Agreement. **CITY** shall indemnify **UDOT** for any losses, damages, injury, liability, claims, suits and proceedings arising out of the landscaping features installed by the **CITY** within **UDOT**'s right-of-way.

12. This Agreement may be executed in counterparts by the **UDOT** and **CITY**.

13. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

14. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the **CITY** and **UDOT**.

15. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

16. Each party represents that it has the authority to enter into this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized persons as of the day and year first above written.

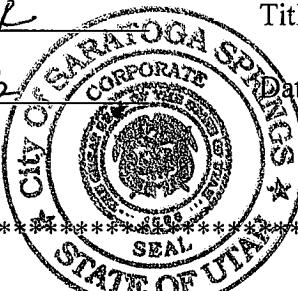
ATTEST:

By: Lori Young

Title: City Recorder

Date: June 6, 2013

(IMPRESS SEAL)



SARATOGA SPRINGS CITY
CORPORATION,

a Municipal Corporation of the State of Utah

By: Mark J. Lee

Title: City Manager

Date: June 6, 2013

UTAH DEPARTMENT OF TRANSPORTATION

By: H. H. R.
Region Utility and Railroad Coordinator

Date: 9/13/13

By: Tulsi S. Neele
Region Director

Date: 9/26/13

APPROVED AS TO FORM:

This Form Agreement has been previously approved as to form by the Utah Attorney General's Office.

COMPTROLLER OFFICE

By: Cherry Young
Contract Administrator

Date: 10-2-13

EXHIBIT A

SHEET
NO.
1

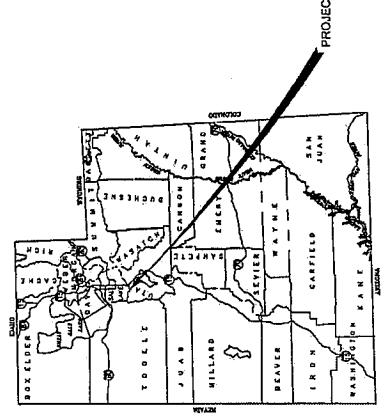
SARATOGA SPRINGS LANDSCAPE MEDIANS

SARATOGA SPRINGS, UTAH

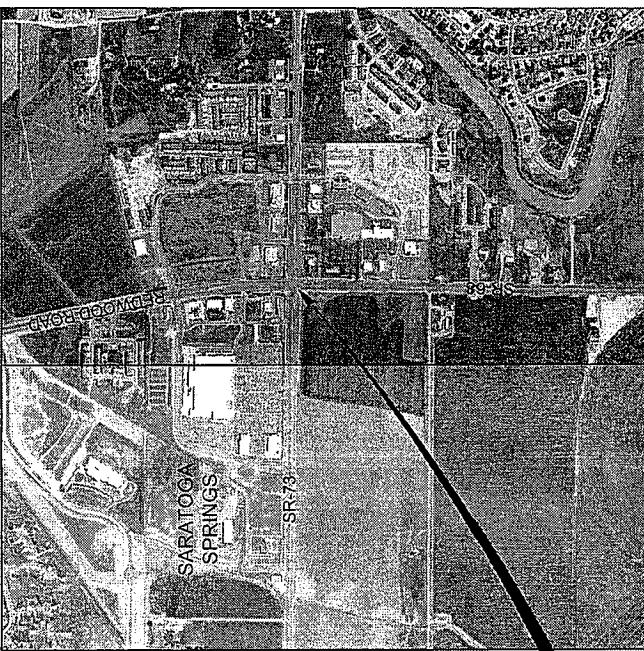
-WEST MEDIAN ON SR-73

-EAST MEDIAN ON SR-73

-NORTH MEDIAN ON REDWOOD ROAD (SR-68)



SHEET INDEX		
SHEET	DRAWING #	DESCRIPTION
TITLE SHEET	G-1	
LANDSCAPING PLAN SHEETS	LS-01 TO LS-03	
IRRIGATION PLAN SHEETS	IR-01 TO IR-03	
DETAIL SHEETS	DI-05 TO DI-10	
TOTAL SHEETS	10	



PROJECT LOCATION



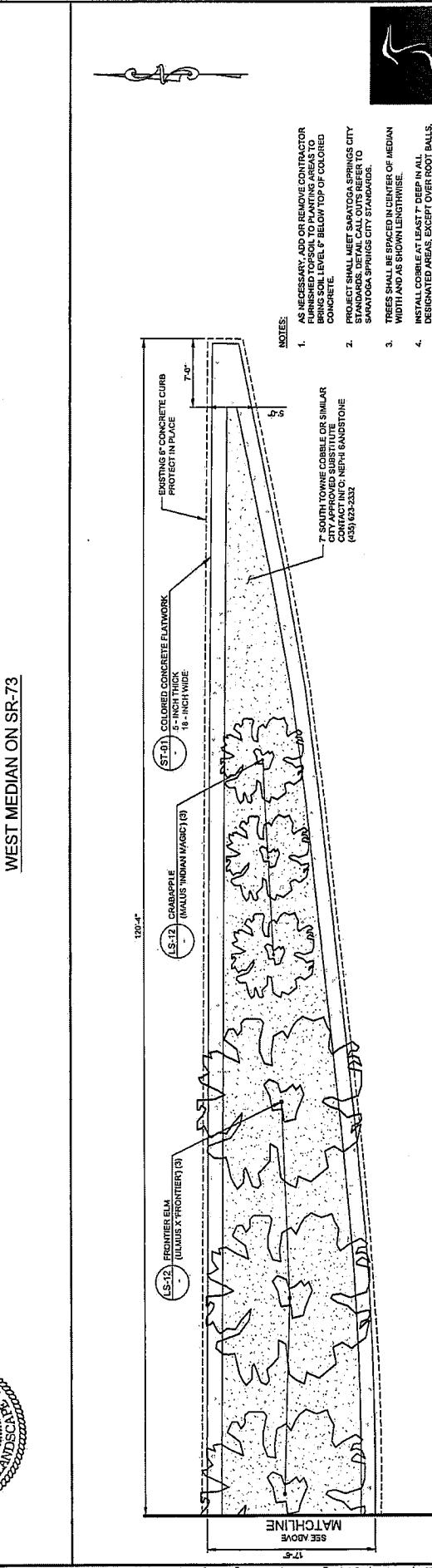
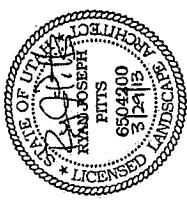
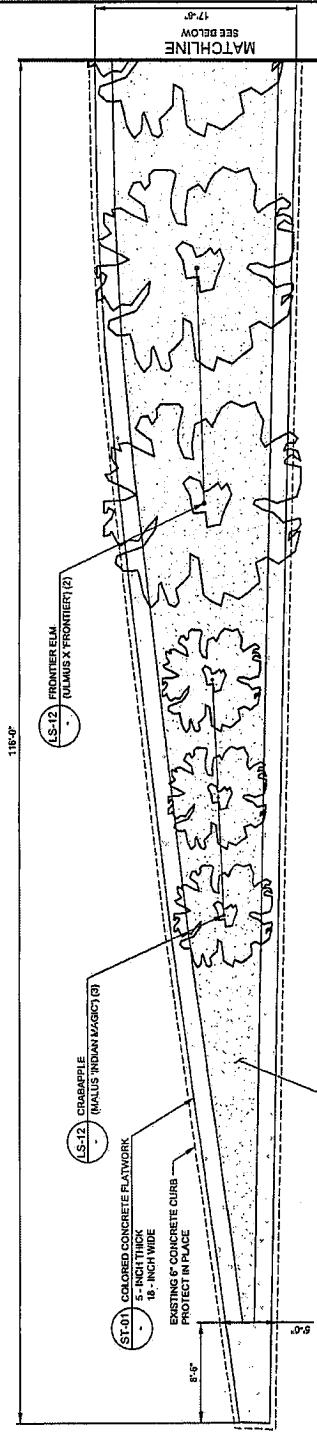
CLIENT APPROVAL SIGNATURE	DATE
	3-27-13
HORROCKS PROJECT MANAGER	

HORROCKS
E N G I N E E R S

VICINITY MAP



EXHIBIT A



MATCHLINE SEE ABOVE		MATCHLINE		SARATOGA SPRINGS ROAD ISLANDS		DATE 02/07/2013		FRACTION	
REV.	REVISIONS	SCALE	WARNING	HORROCKS	2162 West Gore Parkway	MAP	DATE 02/07/2013	2 or 10	
Rev. Date:	REVISIONS	1:12	IF THIS DRAWING DOES NOT MEASURE 1" THEN MEASURE 1/16". DRAWING IS NOT TO SCALE.	BENGINERS	Suite 400, Pleasant Grove, UT 84062 (801) 663-5100	DHD	DATE 02/07/2013	OWNER/10	



REV.	REVISIONS	SCALE	WARNING	HORROCKS	2162 West Gore Parkway	MAP	DATE 02/07/2013	2 or 10
LS-01		1:12	IF THIS DRAWING DOES NOT MEASURE 1" THEN MEASURE 1/16". DRAWING IS NOT TO SCALE.	BENGINERS	Suite 400, Pleasant Grove, UT 84062 (801) 663-5100	DHD	DATE 02/07/2013	OWNER/10

EXHIBIT A

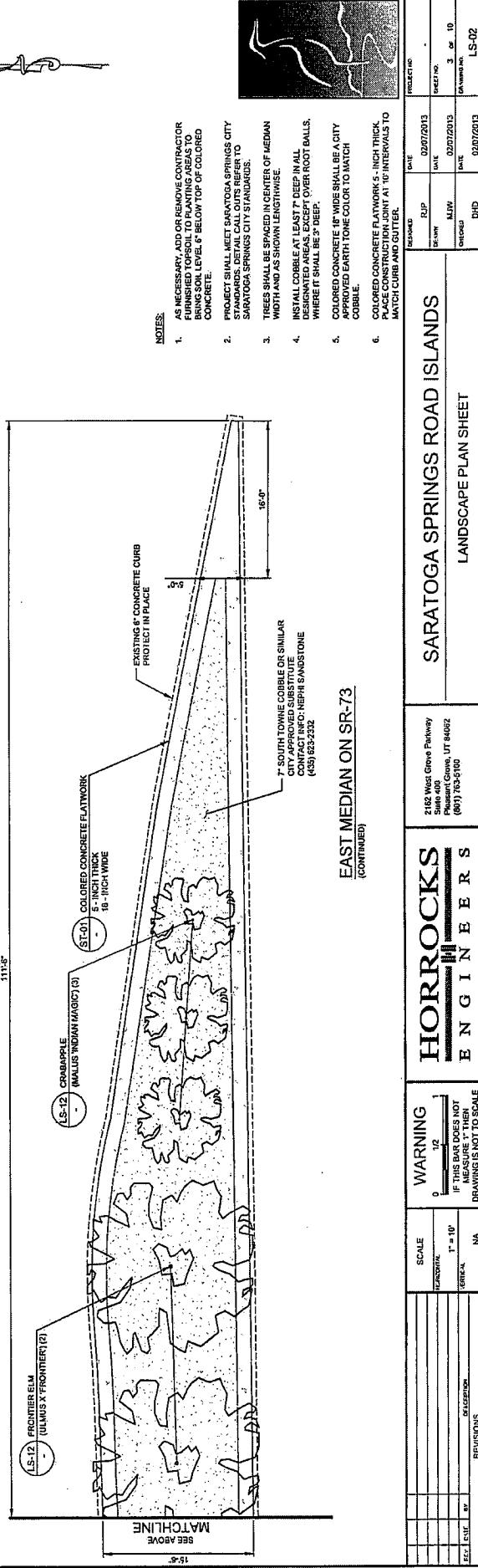
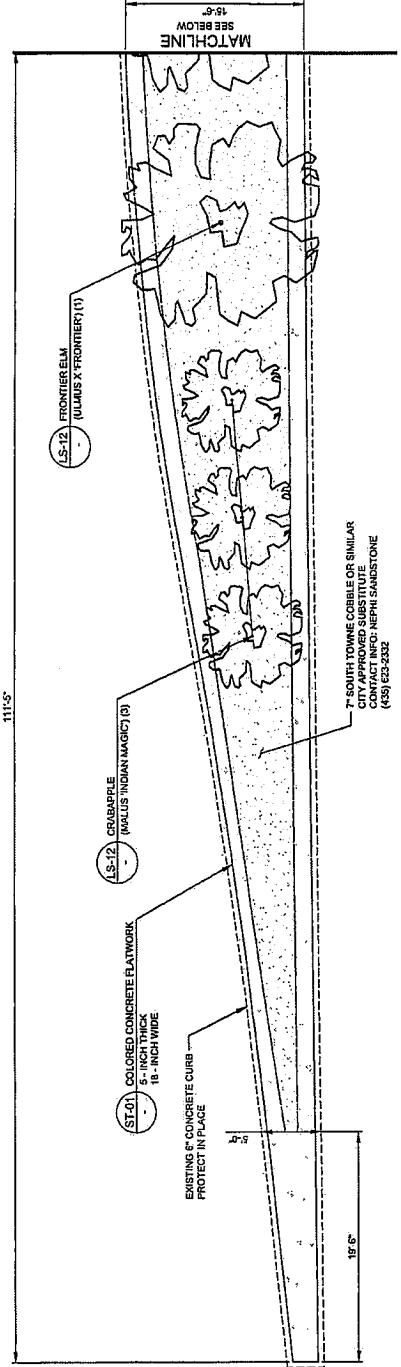


EXHIBIT A

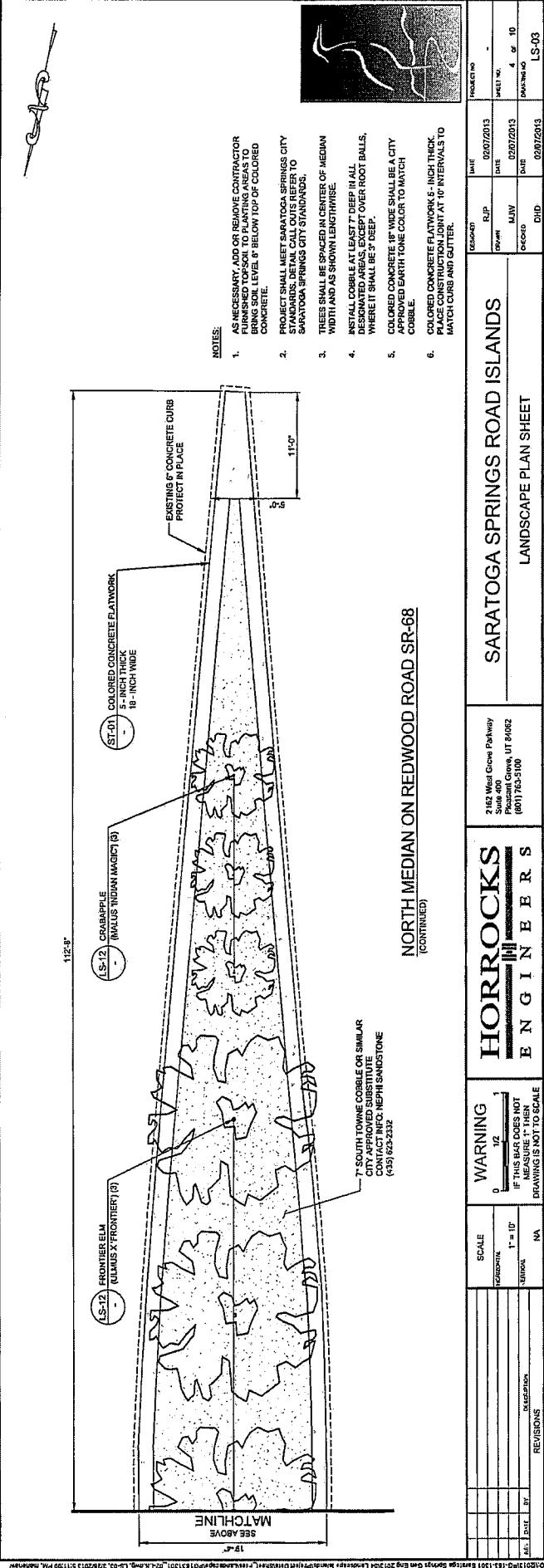
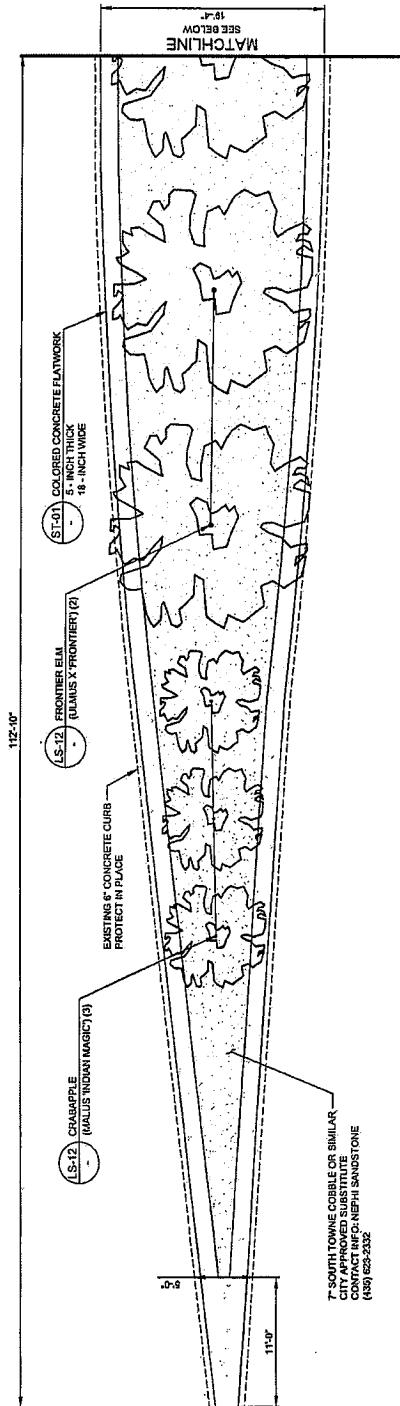


EXHIBIT A

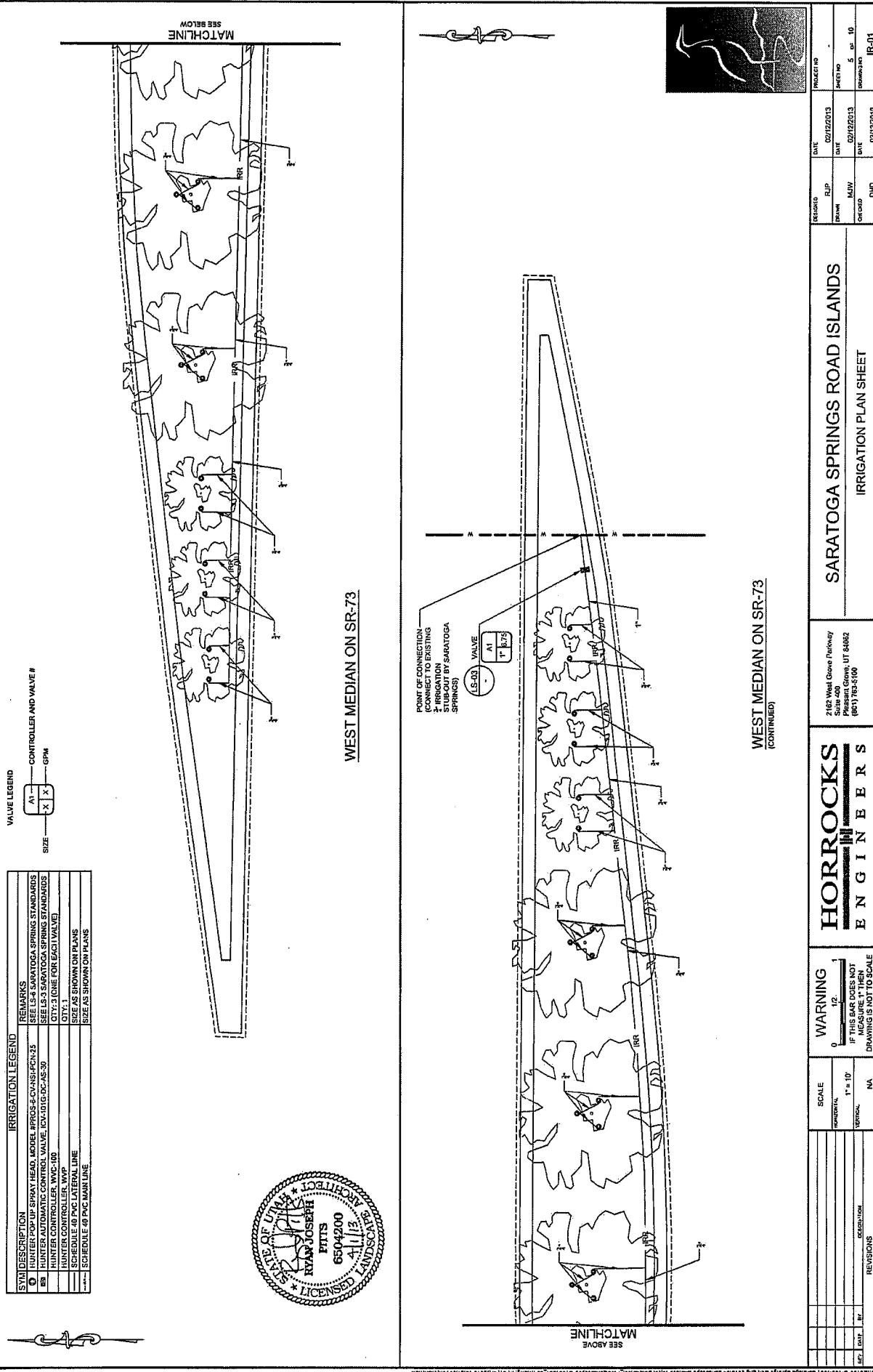


EXHIBIT A

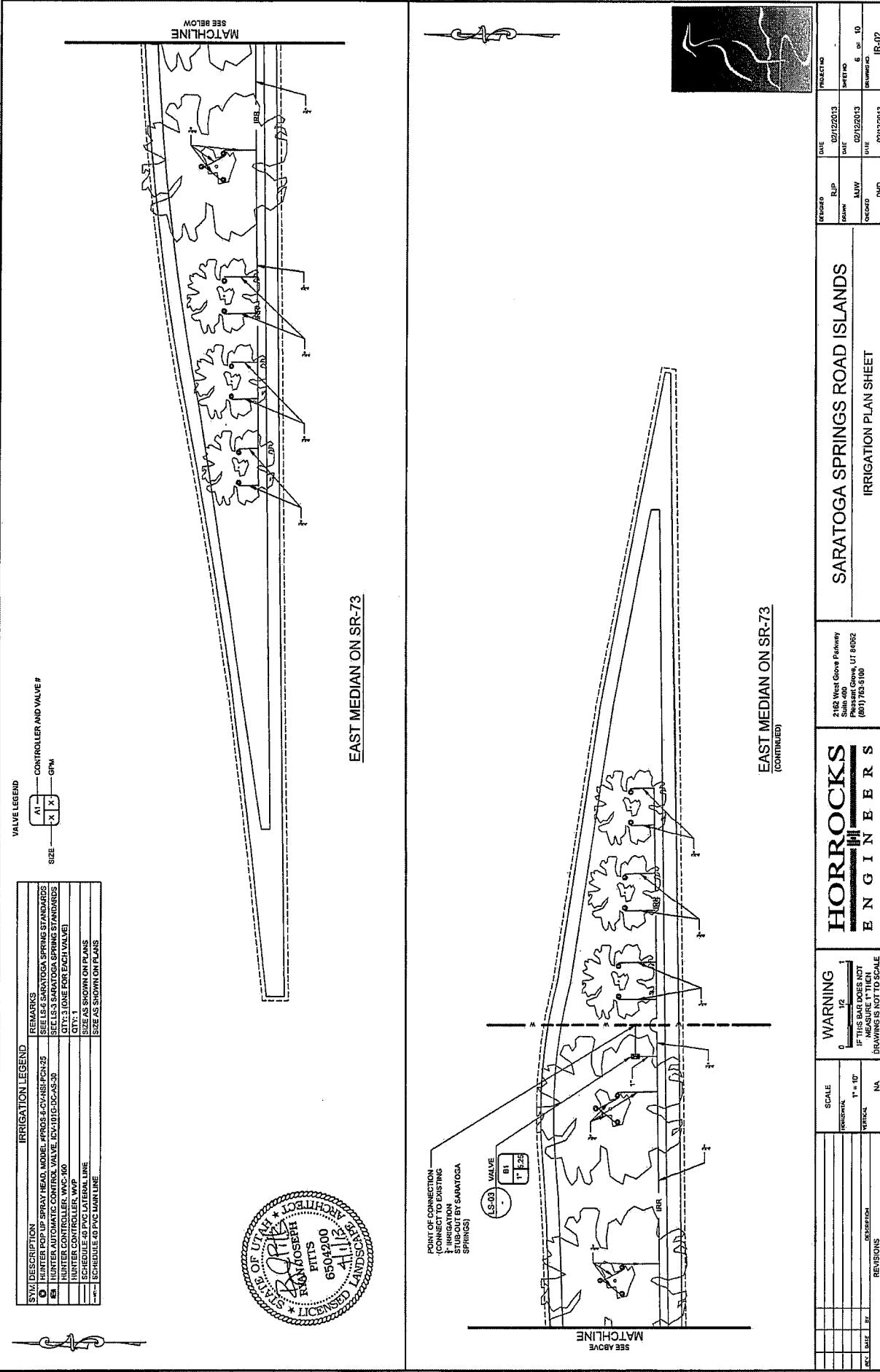


EXHIBIT A

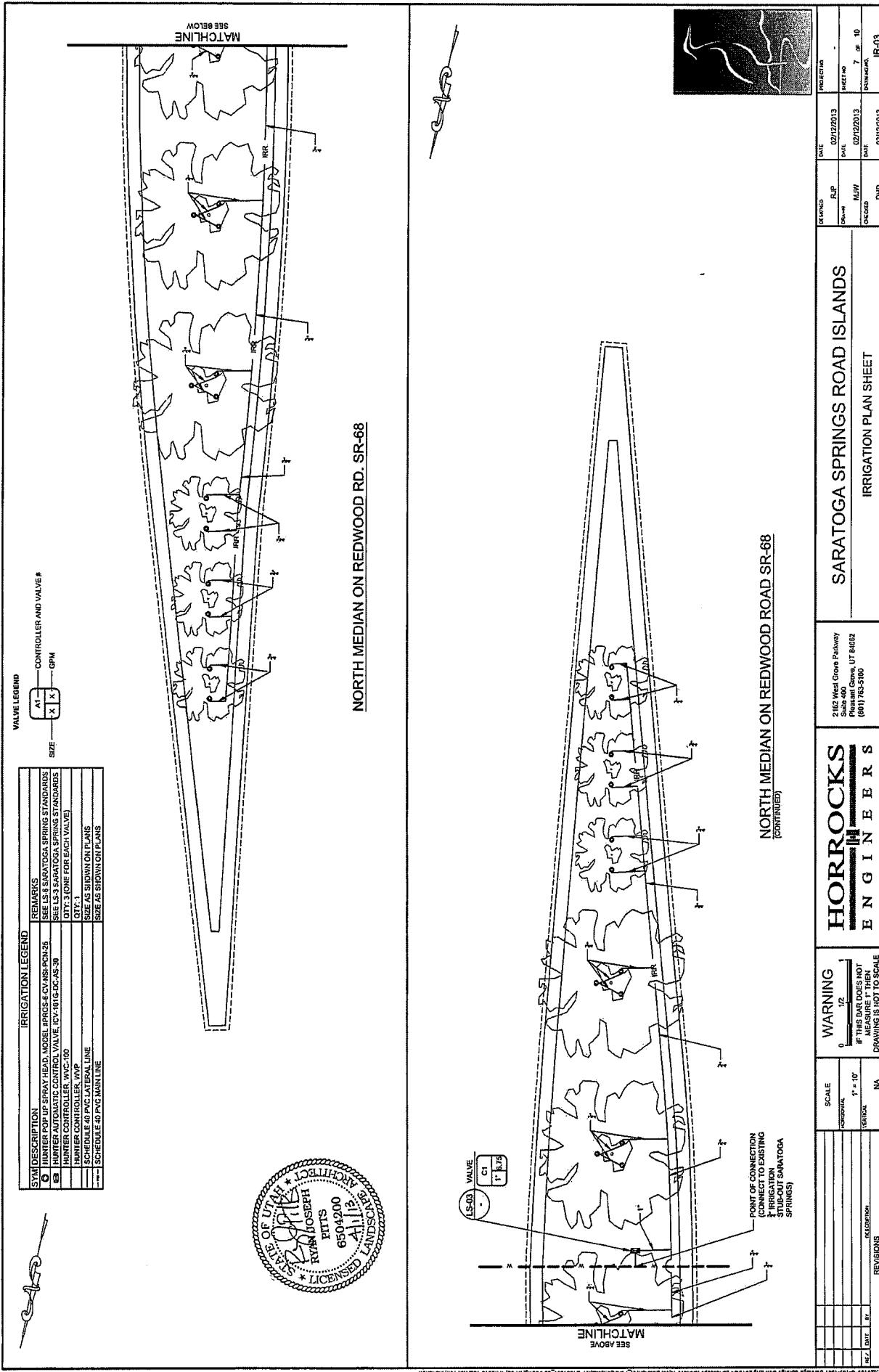
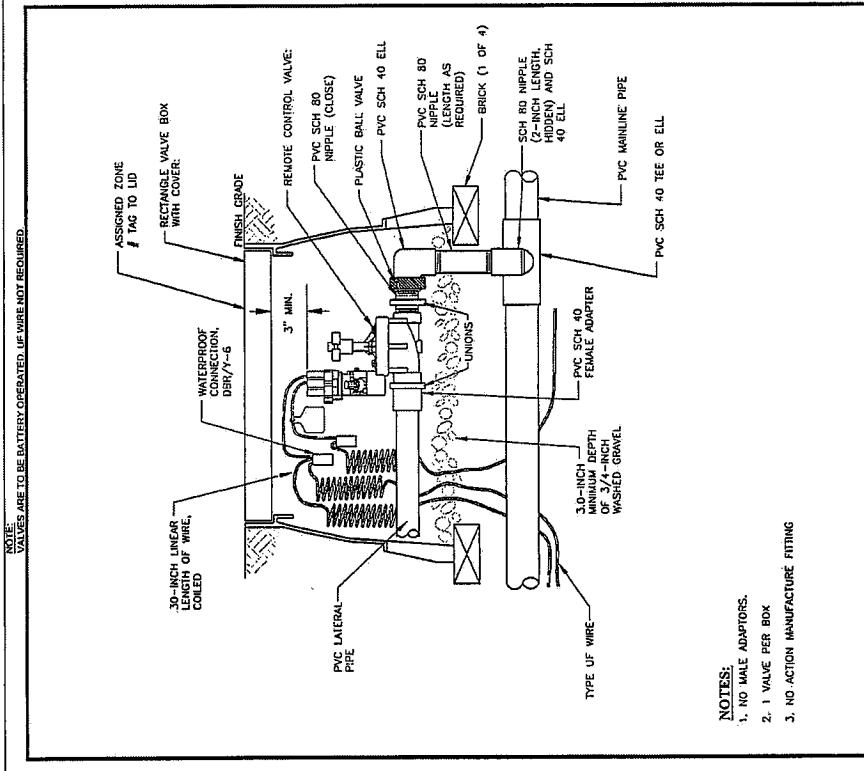


EXHIBIT A



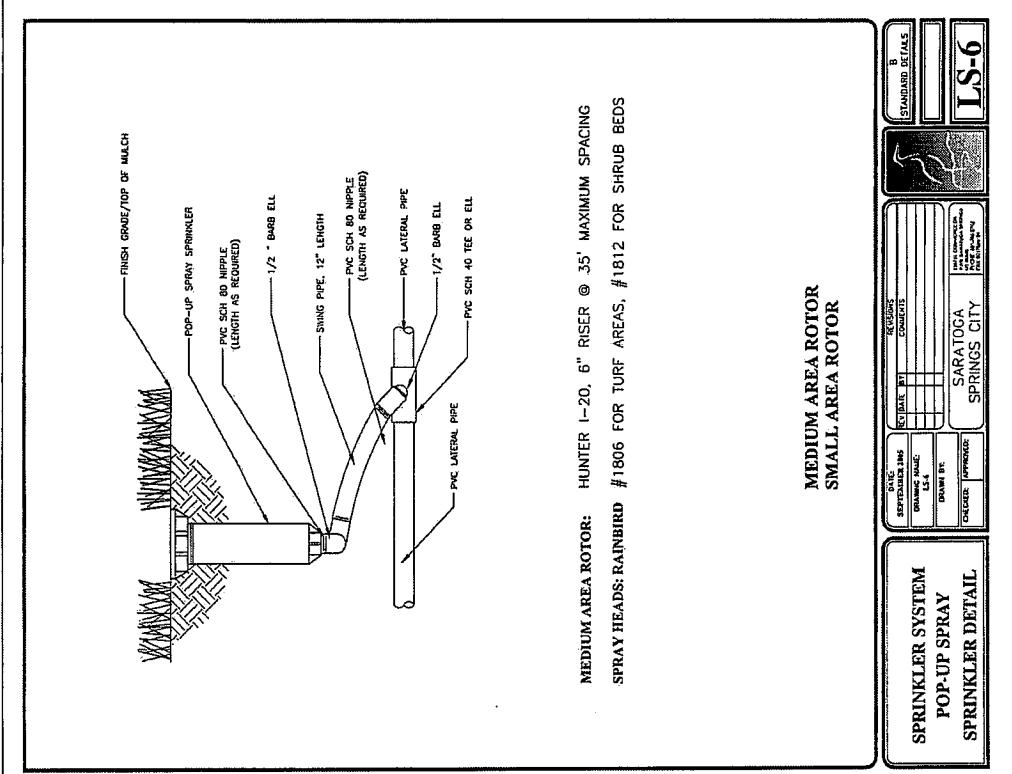
**SPRINKLER SYSTEM
REMOTE
CONTROL VALVE**

DRAWING NO. D-3	REVISED BY EIN	REVISIONS COMPLETED	
		DATE DRAWN 03/26/2013	DATE APPROVED 03/26/2013
DRAFTER APPROVED: SARATOGA SPRINGS CITY		CHECKER APPROVED: SARATOGA SPRINGS CITY	
REVISIONS		REVISIONS	

LS-3

PROJECT NO.		DATE DRAWN	
SARATOGA SPRINGS	03/26/2013	SCALE NO.	8 or 10
ROAD ISLANDS	03/26/2013	NAME	Calvin W
	03/26/2013	INITIALS	DH-D

HORROCKS



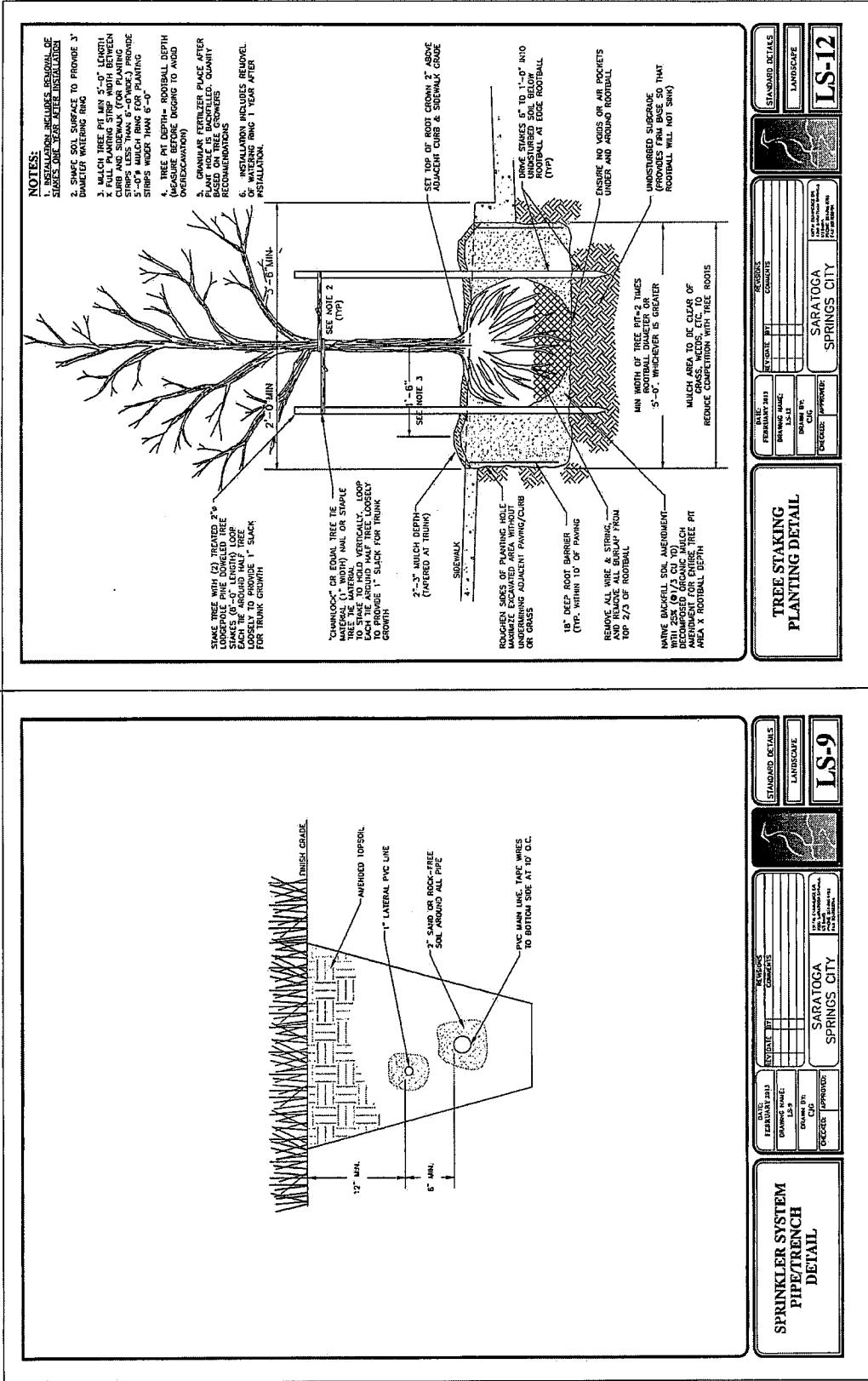
DRAWING NO. D-6	REVISED BY EIN	REVISIONS COMPLETED	
		DATE DRAWN 03/26/2013	DATE APPROVED 03/26/2013
DRAFTER APPROVED: SARATOGA SPRINGS CITY		CHECKER APPROVED: SARATOGA SPRINGS CITY	
REVISIONS		REVISIONS	

LS-6

**SPRINKLER SYSTEM
POP-UP SPRAY
SPRINKLER DETAIL**

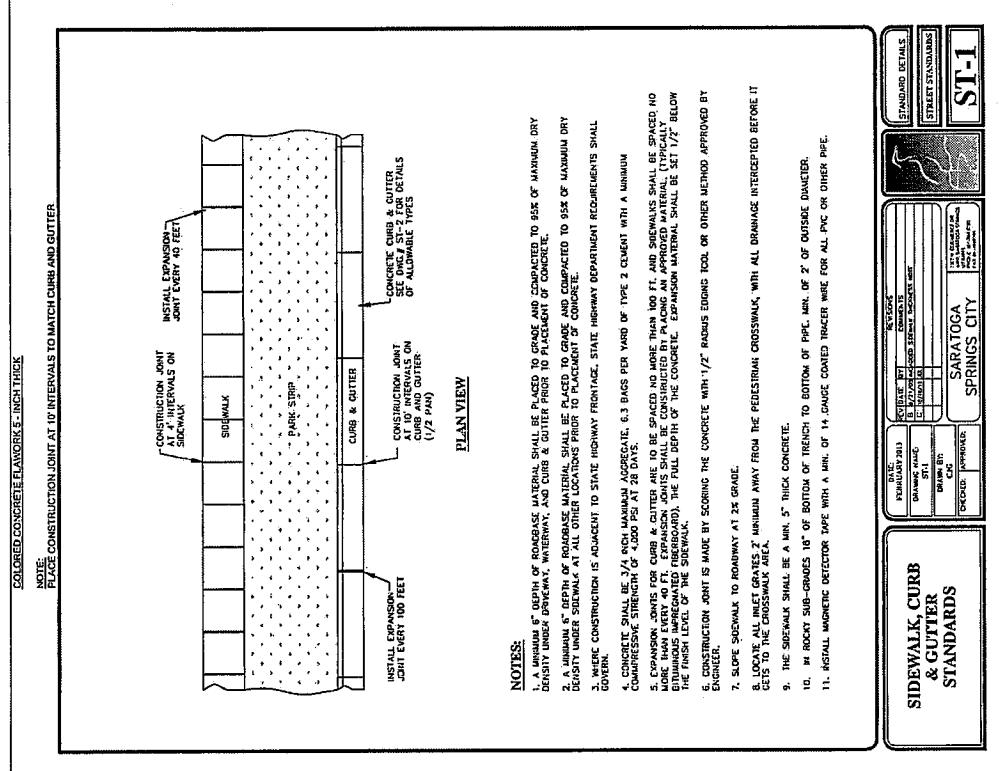
PROJECT NO.		DATE DRAWN	
SARATOGA SPRINGS ROAD ISLANDS	03/26/2013	SCALE NO.	8 or 10
	03/26/2013	NAME	Calvin W
	03/26/2013	INITIALS	DH-D

EXHIBIT A



SARATOGA SPRINGS ROAD ISLANDS		DETACHED	
		R.P.	DATE 02/12/2013
		ENR.	TIME 00:00
		MAN	SETTING NO. 9 or 10
		DHD	COMING ON 02/12/2013
		DT-02	
HORROCKS E N G I N E E R S		DETAIL SHEET	
SCALE	WARNING	RECORDED	
1:12	0	02/12/2013	
INCHES/FT.	1	02/12/2013	
NA	IF THIS BAR DOES NOT MEASURE 1' THEN DRAWING IS NOT TO SCALE	02/12/2013	
INCHES	NA	02/12/2013	
NA	REVISIONS	02/12/2013	
REV. DATE	MR.	02/12/2013	
2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 (801) 765-5100			

EXHIBIT A



- NOTES:**
1. A minimum 6" DEPTH OF ROADBASE MATERIAL SHALL BE PLACED TO GRADE AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY UNDER DRIVENAY, WATERWAY, AND CURB & GUTTER PRIOR TO PLACEMENT OF CONCRETE.
 2. MINIMUM 6" DEPTH OF ROADBASE MATERIAL SHALL BE PLACED TO GRADE AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY UNDER SIDEWALK AT ALL OTHER LOCATIONS PRIOR TO PLACEMENT OF CONCRETE.
 3. WHERE CONSTRUCTION IS ADJACENT TO STATE HIGHWAY FRONTSIDE, STATE HIGHWAY DEPARTMENT REQUIREMENTS SHALL GOVERN.
 4. CURBSTONE SHALL BE 7/8" THICK LAMINATED AGGREGATE, 6.3 BAGS PER YARD OR TYPE 2 CEMENT WITH A MINIMUM CUMULATIVE STRENGTH OF 2000 PSI.
 5. EXPANSION JOINTS FOR CURB & GUTTER ARE TO BE RECOGNIZED AND MORE THAN NO. 10 AND 3000 FT. APART. EXPANSION JOINTS SHALL BE COATED AND COATED ON THE INSIDE OF THE CONCRETE. EXPANSION JOINTS SHALL BE SET 1/2" BELOW THE FINISH LEVEL OF THE CONCRETE.
 6. CONSTRUCTION JOINT IS MADE BY SCORING THE CONCRETE WITH 1/2" RADIUS EDGING TOOL OR OTHER METHOD APPROVED BY ENGINEER.
 7. SLOPE SPECIFIED TO ROADWAY AT 2% GRADE.
 8. LOCATE ALL INLET GRATES 2' MINIMUM AWAY FROM THE PEDESTRIAN CROSSWALK, WITH ALL DRAINAGE INTERCEPTED BEFORE IT GETS TO THE CROSSWALK AREA.
 9. THE SIDEWALK SHALL BE A MIN. 5" THICK CONCRETE.
 10. IN ROCKY SUB-GROUNDS 18" OF BOTTOM OF TRENCH TO BOTTOM OF PIPE, MIN. OF 2" OF OUTSIDE DIAMETER.
 11. INSTALL MAGNETIC DETECTOR TAPE WITH A MIN. OF 1/4" GAUGE CONED TRACER WIRE FOR ALL PVC OR OTHER PIPE.

ST-1	STANDARD DETAILS
	STREET STANDARDS
SARATOGA SPRINGS CITY	GENERAL INFORMATION
SARATOGA SPRINGS CITY	GENERAL INFORMATION

SIDEWALK CURB & GUTTER STANDARDS

PROJECT NO.		RIP		DATE	
2162 West Grove Parkway Suite 400 Phantom Grove, UT 84062 (801) 463-5100	LAW	02/12/2013	10 or 10 feet	CREATED	02/12/2013
DETAIL SHEET	LAW	02/12/2013	unReviewed	MODIFIED	02/12/2013
DT-03	LAW	02/12/2013	unReviewed	REMOVED	02/12/2013