



**REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTING SERVICES FOR
TRANSPORTATION MASTER PLAN**

OCTOBER 2013

13-284

Due Date: October 31, 2013 by 2:00 p.m.

**WEBER COUNTY
REQUEST FOR PROPOSALS
FOR PROFESSIONAL CONSULTING SERVICES
FOR TRANSPORTATION MASTER PLAN PROJECT**

A. NOTICE TO PROFESSIONALS

Weber County (“the County”) is seeking Proposals from qualified and experienced consulting/engineering firms (“consultant”) to develop a Transportation Master Plan for the unincorporated portion of the County.

The County intends to compare and evaluate all eligible submittals and select the most qualified firm(s) or team(s) as outlined in subsection C.7 Evaluation Criteria of this request.

This is a Request for Proposals (RFP) only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.

Throughout the solicitation process, Weber County reserves the right to suggest to any or all proposers that such proposers form or reform into teams of consulting firms or organizations deemed to be advantageous to the County in performing the scope of work. Weber County also reserves the right to contract for all or only parts of the work described in this RFP.

B. SCOPE OF WORK

1. Location of Project

The project covers all of unincorporated Weber County, which is approximately 558.3 square miles with a mixed use of residential, multi-family, commercial and industrial areas. The project will include both the upper and lower valleys.

2. Background

The population of Weber County is growing, the 2010 census concluded the population to be 231,236, which is an increase of 17.7% from the 2000 census, with 32,289 of those in the unincorporated portion of the County. In order to help facilitate expected growth and ensure a high quality of life, the County has identified a need for a comprehensive Transportation Master Plan.

This plan will develop goals and objectives to accomplish land use and a transportation system vision to better serve its businesses and residents.

3. General Scope

The consultant should follow the format herein, to the greatest extent possible. However, the consultant should also feel free to demonstrate their unique abilities, creativity, and/or experience to perform the various work tasks. Further, the Consultant may wish to expand upon certain work tasks and identify additional deliverables (showing how such alternative approaches would be beneficial to the process).

Respondents to this Request for Proposal (RFP) are invited to propose on the overall project, and may form a consortium of firms to complete the various of the scope of work. In all cases, the tasks, deliverables, personnel and budget assigned to the project per firm must be clearly identified and separated out in separate sections.

A thorough and comprehensive public participation process must be developed at the beginning of the project and carefully implemented throughout. The Consultant must be prepared to demonstrate

flexibility with the scope of work, recognizing the fact that amendments and modifications to the work scope may be necessary (as agreed to by Weber County and the Consultant), at various points throughout the project. Throughout the project process, all work products and deliverables will be submitted to the County Staff for review and comment.

The goal of Weber County is to complete all work defined in this scope within 12 months of the Consultant being given notice to proceed. The current budget for this project is approximately \$100,000.

Work Task 1: Project Management Plan

Consultant shall prepare a detailed Project Management Plan for the project. The Management Plan will refine the contract scope of work and be used to guide and monitor the project. The Project Management Plan will specify the roles and responsibilities of the Consultant and other project participants, identify specific work tasks, sub-tasks, and review/comment points, and provide a detailed schedule of work – including major milestones that must be met before further work can be authorized.

The Consultant will need to plan for presentations to be made to County staff members, advisory committees, resource agencies, neighborhoods and other stakeholder groups. The Project Management Plan must identify a well-defined and meaningful public participation process designed to engage the public in all phases of this project, including milestones, schedules and work products (described further in Work Task 2).

Work Task 2: Public Participation Plan

Stakeholder and public consultation must, a minimum, include:

- Two open houses for the general public within Unincorporated Weber County
- Consultation meetings with the following audiences:
 - Technical and other staff
 - Upper and Lower Valley Planning Commissions
 - UDOT

Work Task 3: Analyze Existing Transportation Conditions

Consultant shall study the existing traffic conditions, right of way widths and zoning to identify present and projected deficiencies to active transportation. Study shall include road standards, levels of service, obstacles to universal accessibility, traffic calming options, transportation demand management strategies.

Work Task 4: Make Recommendations

Compile and synthesize information and analyses obtained throughout project to develop recommendation. (Refer to “Project Deliverables” below)

4. Deliverables

- A. Final Master Transportation Plan
 - 1) Recommended level of service
 - 2) Recommended right of way widths

C. INSTRUCTIONS TO PROPOSERS

1. Project Timetable

The following timetable has been established for this project:

- Closing Date for Receipt of Proposals: **October 31, 2013 @ 2:00 p.m.**
- Interview/oral presentation (if requested): **November 6, 2013**
- Approximate Notice of Award: **November 8, 2013**
- Approximate Commencement of Work: **November 25, 2013**
- (Approximate) Completion of Work: **no later than June 1, 2014**

2. Pre-Proposal Site Visit

Proposers are strongly encouraged to visit the proposed site(s) and examine the conditions prior to submitting their proposals.

3. Procedure

- A. The procedure for response to this RFP, evaluation of proposals, and selection of a Consultant is as follows:
- 1) Interested entities will prepare and submit their proposals according to the Project Timetable contained in Subsection C.1.
 - 2) The County and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
 - 3) Oral presentations may be requested by the County from selected proposers.
 - 4) A Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be executed between the County and the selected Consultant.

4. Proposal Submission

- A. Submit six (6) copies of the Proposal in response to this solicitation in a sealed envelope to the Weber County Purchasing Department.
- B. The envelope containing the proposal must be clearly labeled "DO NOT OPEN IN MAIL ROOM; SEALED PROPOSAL FOR TRANSPORTATION MASTER PLAN. Mail or hand deliver to:

Annette Jacobs
Weber County Purchasing Agent
2380 Washington Blvd., Suite 320
Ogden UT 84401

- C. The deadline for receipt of proposals is set forth in Section C.1.
- D. Proposals must be complete in meeting the requirements of this RFP. Additional information provided after the deadline will not be considered unless specifically requested by Weber County.

5. Questions and Clarifications

- A. Firms will be notified through www.bidsync.com of any substantive changes in the Proposal requirements.
- B. All questions shall be directed to www.bidsync.com.

6. Proposal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete proposals may be deemed non-responsive. Proposal shall contain no more than 10 pages single sided, excluding transmittal letter, attachments, and resumes. The proposal response shall include the following:

- A. Transmittal letter: (not included in page count) The letter of transmittal shall be on official business letterhead and shall include the following:
 - 1) A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP.
 - 2) A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
 - 3) A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
 - 4) Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from the County.
 - 5) Statement of inclusion of Respondent Questionnaire (see Attachment A) – include as appendix
 - 6) Statement of inclusion of Conflict of Interest Form (see Attachment B) – include as appendix
- B. Work Plan and Project Approach: This section should describe the methodology and process proposed to be used to complete the scope of work defined in Section B.3, including any potentially innovative or creative approaches or solutions for the project. It should identify any proposed strategies to be used to control costs, maximize construction economy, and insure operational effectiveness; describe outputs to be delivered; and identify advantages of the proposal/Consultant to County. This section shall also include the proposer's policy, method and need for gaining access onto private property, and what role, if any, the proposer would expect County to perform regarding property access. This section should also include:
 - 1) Proposed project schedule
 - 2) Specific exclusions
- C. Qualifications/Experience: This section should describe the proposer's experience on similar (type and size) projects, including the individual team members' involvement on the specific projects described.
- D. Key Personnel and Project Team: This section should contain the following information:
 - 1) Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities. For all major participants, note the

approximate hours to be devoted to the project or percent of total project to be performed by individual.

- 2) The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
 - 3) Resumes of principals and key staff scheduled to participate on the project.
- E. Proposal Fee: The proposed fee shall be inclusive of all costs to complete the work including but not limited to travel, equipment, testing, and printing. Provide a subtotal for each subcategory as described in Section 3. Proposals shall also include a copy of current billing rates for proposed personnel and schedule for reimbursables.

7. Evaluation Criteria

Proposals will be based on the following criteria:

- A. Transmittal Letter (5%): Complete information as requested
- B. Work Plan and Project Approach (35%): This category evaluates the Consultant's understanding of the project, the technical approach to be used to meet the County's needs, and the Consultant's plan for managing the project.
- C. Qualifications/Experience (20%): This category deals with the proposer's performance on similar prior local projects of similar scope and size. Experience relates to the overall assessment of the proposer's assigned personnel. and previous experience with this type of project
- D. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed for this project, as well as previous experience working together as a team.
- E. Fee Proposal (20%): This category will evaluate the Consultant's proposed fees.

8. Oral Presentation/Interview

As part of the proposal evaluation process, selected proposers may be invited to make oral presentations to the County and/or respond to the panel's questions. These presentations must be made by the same project team personnel who will be assigned to the project should the proposer be awarded a contract.

9. Submittal Ownership

All proposals (and the information contained therein) shall become the property of the County. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any person at the discretion of the County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

10. Acceptance of Proposal

- A. Weber County intends to award the project to a single firm. However, Weber County reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all proposals submitted pursuant to this request for proposals. Weber County also reserves the right to divide the project between successful candidates if doing such is to the benefit of Weber County.

- B. The responding party agrees that the County may terminate this procurement procedure at any time and for any reason, and the County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

11. Withdrawal of Proposal

The proposal may be withdrawn upon request by the proposer, without prejudice.

12. Proposal Cost

Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to the County.

13. Reservation of Rights

Weber County reserves rights to:

- A. Reject any and all Proposals received in response to this RFP.
- B. Waive or modify any irregularities in Proposals.
- C. Request additional information or modifications to Proposals prior to award if such is in the best interests of Weber County.
- D. Use any ideas submitted in the Proposals received, unless covered by legal patent or proprietary rights. Selection or rejection of the proposal does not affect this right.
- E. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified firms that submitted acceptable Proposals.
- F. Cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals.
- G. Divide the project between successful candidates if doing such is to the benefit of Weber County.

14. Proposal Terms and Conditions

See Attachment C.

**ATTACHMENT A
RESPONDENT QUESTIONNAIRE**

1. **Respondent Information:** Provide the following information about yourself and your company.

Respondent Name: _____
(Note: give exact legal name as it will appear on the contract, if awarded.)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Business Structure:

- Individual or Sole Proprietorship
 Partnership
 Corporation
 Other; list business structure: _____

2. **Contact information:** List the one person who Weber County or their representative may contact concerning your proposal.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

3. **References:** Give names of three people with whom you have worked on past projects of similar nature.

A. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

B. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

C. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

**ATTACHMENT B
CONFLICT OF INTEREST – DISCLOSURE STATEMENT**

Weber County
2380 Washington Blvd.
Ogden, Utah 84401

Name of Proposer: _____

Name of Project: _____

Stakeholder – Weber County

Does Proposer, or any of Proposer’s employees, have any relationship or bias towards or against any stakeholder, developer, contractor or subcontractor, have any relationship or bias that may create the perception of bias, or have any other conflict of interest or potential conflict of interest?

YES (Myself or an employee, or member of my or employee’s immediate family, has a material, personal, or financial interest in or fiduciary relationship to the stakeholder, developer, general contractor or subcontractor.) *(Please use a separate form for each individual with a conflict or potential conflict, and complete all applicable portions of the form. Attach additional sheets as needed.)*

NO (Neither I nor any employee, or member of my or employee’s immediate family, has a material, personal, or financial interest in or fiduciary relationship to any stakeholder, developer, general contractor or subcontractor. Also, no other relationship with or bias towards any stakeholder, developer, general contractor or subcontractor exists which will prevent me (Proposer) from submitting a non-biased bid/proposal.) *(Please complete the Signature section below.)*

Related-Party Transactions or Independent Judgment Impaired

Name and position or title of individual with Conflict of Interest

Individual associated with Proposer: _____

Other party: _____

Individual associated with other party: _____

Relationship between identified individuals: _____

Description of transaction involving identified individuals and dollar amount (if any): _____

Decision-making authority of individuals with respect to that transaction: _____

Potential effect on this Contract with Weber County: _____

Signature

I hereby certify that the information I have given is true and complete to the best of my knowledge.

Name and Title of Person Completing Form (please print): _____

Signature: _____

Date: _____

Weber County reserves the right to make the sole determination of the appropriateness of the Proposer. Failure to disclose real or perceived conflicts of interest may result in Proposer's proposal/bid to be deemed non-responsive or contract to be voided.

ATTACHMENT C
WEBER COUNTY PURCHASING DEPARTMENT
PROPOSAL TERMS AND CONDITIONS

1. **RIGHT TO REJECT:** Weber County Corp. reserves the right to reject or accept this proposal, or any portion thereof, and to reject and call for new proposals if their interests or convenience is better served by such a course. If any portion of the above terms are not acceptable it is the proposers responsibility to so state in writing.
2. **PREPARATION OF PROPOSALS:**
 - (a) Failure to examine any drawings, specifications, and instructions will be at proposer's risk,
 - (b) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal.
 - (c) Price "each item separately. Unit price shall be shown and total price shall be entered for each item proposal.
 - (d) Time of delivery is a part of the proposal and must be adhered to.
 - (e) Prices quoted are firm for complete delivery of quantities specified.
 - (f) In case of error in extension, unit price will govern.
 - (g) Wherever in these forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, unless "No Sub" has been entered. In the event "No Sub" is entered, the proposal must be for the specified item with no substitution allowed.
3. **FAILURE TO SUBMIT:** Failure to submit a proposal or to advise the County Purchasing Department that future RFP's are desired may result in removal of your name from the bidders list.
4. **SUBMISSION OF PROPOSAL:**
 - (a) Proposals must be signed and in sealed envelopes with the "Proposal Number" and opening date written on the envelope.
 - (b) Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
 - (c) Only RFP's submitted on forms furnished by the County will be considered unless the RFP specifies otherwise. Proposals transmitted by facsimile machine prior to the closing time specified will be accepted, providing that any documentations or material required to accompany the bid, and that cannot be transmitted by fax, is received within two working days following the closing date of the bid. The County Purchasing Agent must be notified one hour prior to closing time that is specified on the proposal that RFP is being sent by facsimile machine.
 - (d) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless expressly included and itemized in the bid.
5. **BONDS:** The County reserves the right to require a bid bond, a payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.
6. **SAMPLES:** Samples of items, when required must be furnished free of expense to the County and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
7. **WARRANTY:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser.
8. **APPROVAL:** Only purchase orders placed, or contracts that have written approval by the Department of Purchasing and County Commission will be binding upon the Weber County as result of proposal.
9. **AWARD OF CONTRACT:**
 - (a) Contracts and Purchases will be made or entered into with the responsible bidder making the lowest proposal, or best offer meeting specifications, expected quality, and suitability for intended use. Determination of best offer shall be at the sole discretion of the County subject to County's right to reject any or all proposals.
 - (b) Unless the bidder has specified otherwise in this RFP by stating that individual unit prices are valid only if all items are accepted by the County, the County may accept any item or group of items of any kind and split or divide the order.
 - (c) The County reserves the right to reject any or all proposals and waive any informality or technicality in bids received in the interest of the county.
 - (d) The acceptance by the Board of County Commissioners of this proposal shall create a binding and enforceable Contract of Sale with Weber County, dating from the time of said acceptance, without further action by either party and even though a written purchase order has not been furnished to or received by the successful proposer. Said created Contract of Sale shall include all of the provisions and specifications of the RFP, offer, acceptance and purchase order relating thereto. Said contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Utah and the Ordinances of Weber County and shall not be assignable by the vendor in whole or in part without the written consent of the County.
10. **RIGHT TO WITHDRAW:** The County reserves the right to cancel and/or withdraw this Request for Proposal at any time that it shall be in the best interest of the County to do so. If the Request for Proposal is withdrawn, notice will be mailed to the prospective proposers as soon as possible.

11. **DEBARMENT:** The bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the bidder cannot certify this statement, attach a written explanation for review by Weber County.
12. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

12.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

12.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
 2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
13. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any person at the discretion of the County.
 14. **TRADE/PROFESSIONAL LICENSING:** The State of Utah requires any person engaging in a construction trade or professional occupation, or acting as, or representing oneself as a contractor or professional for which licensure is required to be licensed before engaging in that trade professional activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision cannot be awarded or accept a contract for the performance of the work.
 15. **EMPLOYMENT PRACTICES CLAUSE:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place. Bidder must include this provision in every subcontract or purchase order relating to purchases by the County to insure that the subcontractors and vendors are bound by this provision.

**ATTACHMENT D
WEBER COUNTY
SAMPLE PROFESSIONAL SERVICES CONTRACT**

**AGREEMENT
BETWEEN
CONSULTANT NAME
AND
WEBER COUNTY
FOR
PROFESSIONAL SERVICES**

(Project Description)

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20__, by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and CONSULTANT NAME, a/an state name (Utah, typ.) corporation authorized to do business in Utah, Taxpayer Identification No.

WITNESSETH:

WHEREAS, COUNTY desires to obtain engineering services for the (brief description of project); and
WHEREAS, CONSULTANT has submitted a proposal to provide consulting and related services for such plans and specifications; and has been chosen, through a competitive process, as a member of a pool of engineering consultants to contract with COUNTY; and

WHEREAS, COUNTY desires to accept said proposal and to receive the services of CONSULTANT as set forth in said proposal;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE I

SERVICES OF THE CONSULTANT

A. CONSULTANT shall perform such services as are specified by this contract and as are specified by the scope of services set forth in Exhibit A to this contract, attached hereto and incorporated herein. In performing said services, CONSULTANT shall follow practices consistent with acceptable professional and technical standards for work of this nature.

B. CONSULTANT hereby agrees to furnish those services necessary to complete the scope of services specified in this contract. All said services shall be performed by CONSULTANT or by CONSULTANT's associates, employees, or subconsultants under the personal supervision of the Project Manager, designated in Article I, Section C, or such other qualified person as shall be designated by CONSULTANT and approved in writing by COUNTY.

C. PM's name will perform or supervise the project on behalf of CONSULTANT as Project Manager. Should (s)he be unable to complete said responsibility for any reason, COUNTY reserves the right to terminate this contract in the event (s)he is not replaced by a person which COUNTY finds satisfactory.

D. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the services specified by this contract.

E. Except as may be delineated in Exhibit A, or except as allowed by COUNTY's Representative in writing, none of the services specified by this contract shall be subcontracted.

F. During the contract period, CONSULTANT shall attend such meetings and public hearings and shall provide such advice as may be required as described in Exhibit A.

G. All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified by this contract, including all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of COUNTY and shall be delivered to COUNTY during the contract period. All such materials shall not be released by CONSULTANT at any time without the prior written approval of COUNTY's Representative. It is understood and agreed that such materials are to be prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, COUNTY agrees that its use of said materials on other projects shall be at its own risk unless prior thereto CONSULTANT has given its written approval for such use.

H. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction or operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that COUNTY's actual project costs,

financial aspects, economic feasibility or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. Such variations will be resolved by negotiation between the parties and amendment to this agreement, if needed.

I. CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

ARTICLE II

MANAGEMENT AND COORDINATION

In order that COUNTY may maintain coordination with the content of the studies completed and the services performed as specified by this contract, it is hereby agreed that the services performed by CONSULTANT hereunder shall be coordinated with COUNTY's Representative, Jared Andersen, P.E., County Engineer, or his designee.

ARTICLE III

SERVICES OF THE COUNTY

A. The representative designated above shall serve as the sole intermediary between COUNTY and CONSULTANT. Said representative shall receive and examine documents submitted by CONSULTANT and shall render any needed decisions on COUNTY policies or procedures in a prompt manner so as to prevent unreasonable delay in the progress of work to be performed by CONSULTANT under this agreement.

B. COUNTY shall without charge furnish to or make available for examination or use by CONSULTANT, as it may request, all available pertinent information and documents related to the project which COUNTY has available and may legally disclose.

C. COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT's services. CONSULTANT shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in COUNTY-furnished information.

ARTICLE IV

(RESERVED)

ARTICLE V

TIME SCHEDULE

A. CONSULTANT shall commence its services as specified by this contract upon receipt from COUNTY of written notice to proceed. CONSULTANT shall complete its work hereunder within the time limit set forth in Exhibit D, except where written notification of variance is received from COUNTY's Representative or except in the event of the occurrence of unforeseeable circumstances beyond the reasonable control of CONSULTANT.

B. It is hereby agreed that CONSULTANT is not required to provide full-time service throughout said period. However, during the entire contract period, CONSULTANT commit necessary resources as deemed necessary, within reason, to keep to said schedule.

ARTICLE VI

COMPENSATION

A. Payment to CONSULTANT for its services provided under this contract shall become due upon completion of the same. At the end of each 30-day period during CONSULTANT's performance hereunder, CONSULTANT may request a progress payment based upon work performed and services rendered within that 30-day period. COUNTY shall pay to CONSULTANT the requested payment, if approved, or the undisputed portion thereof within sixty (60) days of the progress payment request. Final payment shall be made when CONSULTANT has submitted the final work product to COUNTY in a manner consistent with the contract. If COUNTY fails to make a payment within the time specified above, there shall be added to such payment, interest at a rate equal to the percentage rate earned by the County Treasurer on such funds, compounded monthly, commencing on the first day after said payment is due and continuing until payment is made. Interest shall be deemed to be additional to any compensation due CONSULTANT for services provided pursuant to this contract.

B. The payment process described above shall begin only upon submission by CONSULTANT, to COUNTY's Representative, of an original copy of billings or vouchers, including support documents. Any request

for a progress payment shall be denominated as such and shall include the billing or voucher, with support documents, detailing the bill and giving a brief statement of accomplishments and status.

C. The parties agree that the compensation COUNTY shall pay CONSULTANT for performance of the services described in the "Scope of Work" found in Exhibit A shall be made as follows:

COUNTY shall pay CONSULTANT on a [time and materials basis with total payment not to exceed _____ unless this agreement is amended as specified in Article XI, Section J. The "Cost Estimate" of Exhibit C is approximate, and payment shall be made for actual work completed in accordance with the "Hourly Rate Schedule" of Exhibit B.] OR [lump sum basis with the total payment of _____ unless this agreement is amended as specified in Article XI, Section J.]

ARTICLE VII

INSURANCE AND INDEMNIFICATION

A. CONSULTANT shall accept full responsibility for the payment of unemployment insurance premiums for Workmen's Compensation and social security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this contract.

B. CONSULTANT shall procure and maintain the insurance policies required in this section from an insurance company authorized to write casualty insurance in the State of Utah as will protect itself and COUNTY from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under the contract. All insurance policies must be approved and accepted by COUNTY, and excepting the professional liability and workman's compensation policies, will name Weber County as additional insured, and will be issued by a surety authorized to do business in the State of Utah and be rated with an A- or better rating in the most current edition of *Best's Key Rating Guide*.

C. CONSULTANT shall not commence performance under this agreement until it has obtained all insurance required by this section and filed a certificate of insurance or certified copy of insurance policy with COUNTY. Each insurance policy shall contain a clause providing that the insurance company will not cancel coverage without thirty (30) days prior written notice to COUNTY of intention to cancel. The amount of such insurance coverage will not be less than the following:

1. Worker's Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits \$1,000,000 per occurrence.

2. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

3. Professional Liability insurance in an amount of not less than \$1,000,000.

4. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.

CONSULTANT's insurance coverage shall be a primary insurance. COUNTY's self-insurance or insurance shall be in excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT's failure to comply with policy reporting provisions shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

C. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees, and agents from any and all claim, suits, actions and damages arising out of or resulting from the negligent acts, errors, and/or omissions on the part of the CONSULTANT, its agents, employees, and/or subconsultants. CONSULTANT shall not indemnify for default when the delay is beyond the control and without the fault and negligence of CONSULTANT, including but not restricted to, changes in the scope of work, strikes, availability of materials, acts of God or of the public enemy, acts of COUNTY or its representatives or agents, and acts of any other consultant and/or contractor in the performance of a contract with COUNTY.

D. The parties agree that for purposes of this agreement, CONSULTANT, its officers, agents, and employees are not to be regarded as COUNTY employees, and that CONSULTANT is an independent contractor in all respects.

ARTICLE VIII

REMEDIES

A. Time for Completion. The date of beginning and the time for completion of the specified work are essential conditions of this contract. If CONSULTANT shall fail to complete the work within the contract time as set forth in Article V and Exhibit D or extension of time granted by COUNTY, then CONSULTANT shall be in default after the time stipulated in the contract. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then COUNTY shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

B. Correction of Work. CONSULTANT shall promptly replace and/or re-execute work rejected by COUNTY for failure to comply with this contract, without expense to COUNTY. However, COUNTY shall give expeditious and thorough consideration to all reports and sketches, estimates, drawings and specifications, proposals and other documents submitted by CONSULTANT and shall inform CONSULTANT of any decisions concerning adequacy of the work within a reasonable time.

C. Disputes. If any disputes upon any matter pertaining to this contract arise between the parties hereto, any claim upon such dispute shall be presented in writing to COUNTY by CONSULTANT within ten (10) days of the commencement of the dispute or the same shall be deemed waived by CONSULTANT. Notice of such claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. COUNTY shall consider said claim and render its decision thereon in writing not later than ten (10) days following the date notice of said claim was received by COUNTY. In the meantime, CONSULTANT shall proceed with the work as directed by COUNTY. If CONSULTANT is aggrieved by the decision of COUNTY upon its claim, CONSULTANT shall nevertheless comply therewith and complete the work required thereunder, and under this agreement. By giving timely notice of its claim according to this paragraph, CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason to terminate or delay the work required under this agreement.

ARTICLE IX

CHANGES

COUNTY may, at any time by written order, and without notice to the sureties, if any, make changes in the concept of the project of this contract, if within its general scope. If such changes cause an increase or decrease in CONSULTANT's cost of, or time required for performance of the contract, an equitable adjustment in price or time will be made and the contract modified in writing accordingly. The equitable adjustment shall be based upon a negotiated price for the change required. All changes shall be set forth in writing, signed by all parties prior to the performance thereof and any changes in price shall be added to or subtracted from the price hereof and billed to COUNTY in accordance with the provisions of Article VI hereof. Except as provided in this contract, no charge for any extra work or materials will be allowed or paid. In determining the equitable adjustment to be paid, the books and records of CONSULTANT pertaining to this agreement shall be made available to COUNTY.

ARTICLE X
TERMINATION

A. COUNTY shall have the right to terminate this agreement in whole, or from time to time, in part, for COUNTY's convenience or because of CONSULTANT's failure to fulfill the contract obligations. COUNTY shall terminate by delivering to CONSULTANT a Notice of Termination specifying the extent to which performance of services under this contract is terminated, and the date upon which such termination becomes effective. In the event the agreement is terminated by COUNTY prior to full performance by CONSULTANT, CONSULTANT shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this agreement.

B. After receipt of a written Notice of Termination for convenience, CONSULTANT shall:

1. Stop work under the contract upon the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not specifically terminated;
3. Transfer to COUNTY, and deliver to COUNTY, work in process, completed work, completed or partially completed plans, drawings, information and other property which would be required to be furnished to COUNTY if the contract had been completed;
4. Terminate all orders and subcontracts to the extent that they relate to performance of work terminated by the Notice of Termination;
5. Assign to COUNTY, in the manner, at the times, and to the extent directed by COUNTY, all of the right, title, and interest of CONSULTANT in any orders and subcontracts so terminated, in which case COUNTY shall have a right, in its discretion to settle and pay any or all claims arising out of the termination of such orders and subcontracts;
6. Settle all outstanding liabilities and all claims arising out of such termination and others and subcontracts, with the approval and ratification of COUNTY to the extent CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

C. After receipt of a written Notice of Termination, CONSULTANT shall submit to COUNTY its termination claim no later than sixty (60) days after the termination of this contract, unless extensions in writing are

granted by COUNTY. Upon failure of CONSULTANT to submit its termination claim within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, due to CONSULTANT by reason of the termination and shall thereupon pay to CONSULTANT the amount so determined.

D. In the event of termination for convenience, the amounts due CONSULTANT from COUNTY shall be determined as follows:

1 There shall be included all costs and expenses reimbursable in accordance with this contract, not previously paid to CONSULTANT for the performance of this contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of, or as directed by, COUNTY; and

2 There shall be included so far as not included under (1) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the contract.

E. In no event shall all termination claims and payments described herein exceed the face amount of this contract less all amounts theretofore paid to CONSULTANT less the price of any work not terminated.

ARTICLE XI

MISCELLANEOUS

A. No Officer or Employee Interest. No officer or employee of COUNTY shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of CONSULTANT nor any member of their families shall serve on a COUNTY board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises CONSULTANT's operations, or authorizes funding to CONSULTANT. No officer, member or employee of COUNTY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project which this contract is a part shall (1) participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this contract or the proceeds thereto.

B. Assignability. CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY.

C. Interest of CONSULTANT. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed as specified in this contract. CONSULTANT further covenants that in the performance of said services no person having any interest shall be employed.

D. Equal Employment Opportunity. CONSULTANT, by entering into this agreement, or any person acting in its behalf, agrees that it shall not, because of race, color, sex, religion, age, disability, marital status, sexual orientation, ancestry, or national origin, discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this agreement or any subagreement executed in the furtherance thereof.

E. Contingent Fees. CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee, commission upon, or resulting from award of this contract. For any breach or violation of this provision, COUNTY shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

F. Affidavit. A sworn affidavit may be required to be submitted by each officer, employee, or agent of CONSULTANT who has been in contact or communicated with any officer, agent, or employee of COUNTY during the past calendar year concerning the provision of these services. The affidavit shall contain the following statement.

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company have either directly or indirectly restrained free and competitive bidding for these consultive services by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the governing body of the County, or in violation of applicable law."

G. Amendments. Unless otherwise provided for in this agreement or in the appendices attached hereto, all changes, including any increase or decrease in the amount of CONSULTANT's compensation or scope of services, which are mutually agreed upon by and between COUNTY and CONSULTANT, shall be incorporated in

written amendments to this contract and signed by the parties hereto. No alteration or variation in the terms of this agreement shall be valid unless made in writing as required herein.

H. Default. If either party defaults in the performance of the agreement or any of its covenants, terms, conditions, or provision, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing the agreement or from pursuing any remedy provided thereunder.

I. In any interpretation of this agreement, the terms of this contract shall prevail over the terms set forth in any of the appendices hereto.

ARTICLE XII

EXHIBITS AND SPECIAL PROVISIONS

A. Exhibits Included:

1. Exhibit A, Scope of Work.
2. Exhibit B, Hourly Rate Schedule
3. Exhibit C, Cost Estimate
4. Exhibit D, Schedule

B. Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between COUNTY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day and year first set forth above.

WEBER COUNTY

By _____
Commission Chair Kerry Gibson

Recommended for Approval:

Jared Andersen, P.E.
County Engineer

ATTEST:

By _____
Title _____



SAMPLE

CONSULTANT:

CONSULTANT'S NAME

Title _____

STATE OF UTAH)
 : ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by (name) _____, (title) _____, of _____ County.

NOTARY PUBLIC

My Commission Expires: _____

Residing at _____