

## WEBER COUNTY SUMMARY CONTRACT SHEET

CONTRACT NO. \_\_\_\_\_

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

ORIGINATING DEPARTMENT			
<b>TYPE OF CONTRACT:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order to Contract #			
<b>CONTRACTOR/VENDOR:</b> <u>Meridian Engineering</u>			
Address: <u>9217 South Redwood Road, Suite A</u>			
Phone: <u>801-569-1315</u> Contact Person: <u>Darryl Fenn</u>			
W-9 Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Email: <u>dfenn@meiamerica.com</u>			
<b>CONTRACT TITLE:</b> <u>Surveying and Design Services on 3300 South</u>			
<b>PURPOSE:</b> This will hire Meridian Engineering to perform surveying and design services for the purpose of widening this road.			
<b># OF ORIGINALS ENCLOSED:</b> at least 2 or 1/entity: <u>3</u>		<b>ALL ATTACHMENTS INCLUDED:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>EFFECTIVE DATE:</b>		<b>TERMINATION DATE:</b>	
<b>ORG:</b> <u>21310000</u>	<b>OBJECT:</b> <u>630000</u>	<b>PROJECT:</b> <u>3101610023</u>	
<b>AMOUNT BY YEAR:</b> \$ <u>201,690.00</u>		<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditures	<input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Ongoing
<b>COMMISSION PRESENTER + PHONE #:</b> <u>Jared Andersen 8009</u>			
<b>SPECIAL INSTRUCTIONS/COMMENTS:</b>			
PRELIMINARY APPROVALS			
<b>DEPARTMENT HEAD</b>	APPROVED BY: <u>SW</u>	DATE APPROVED: <u>7/21/17</u>	<b>RECOMMENDED</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>COUNTY ATTORNEY</b>	APPROVED BY: <u>Courtney P. Peterson</u>	DATE APPROVED: <u>7-25-17</u>	<b>REVISIONS NECESSARY</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>PURCHASING:</b>	APPROVED BY: <u>Barbara Soderstrom</u>	DATE APPROVED: <u>7-26-17</u>	<b>COMPLIES W/ PURCHASING POLICIES</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>COMPTROLLER:</b>	APPROVED BY: <u>[Signature]</u>	DATE APPROVED: <u>7/31/17</u>	<b>BUDGET AVAILABLE:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>COMMENTS:</b>			
COUNTY COMMISSION APPROVAL			
<b>COMMISSION APPROVAL:</b>			<b>DATE APPROVED:</b>
<b>VOTING RECORD:</b> Ebert                      Gibson                      Harvey			
<b>COMMENTS:</b>			
<b>RETURN AN ORIGINAL CONTRACT TO THE CLERK/AUDITOR'S OFFICE AFTER ALL SIGNATURES HAVE BEEN OBTAINED</b>			

County Contract No. \_\_\_\_\_

**AGREEMENT  
BETWEEN  
MERIDIAN ENGINEERING  
AND  
WEBER COUNTY  
FOR  
PROFESSIONAL SERVICES**

*3300 South Surveying and Engineering Services*

\*\*\*\*\*

THIS AGREEMENT is 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 MERIDIAN ENGINEERING (CONSULTANT), a Utah corporation authorized to do business in Utah, Taxpayer Identification No. \_\_\_\_\_.

**W I T N E S S E T H:**

WHEREAS, COUNTY desires to obtain surveying and engineering services for the 3300 South road widening project; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting and related services for such; and has been chosen through a competitive process 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. Darren Williams 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, in both electronic and non-electronic format, shall become the property of COUNTY and shall be delivered to COUNTY during or at the end of 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 of 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, who will be either the County Engineer (currently Jared Andersen, P.E.) or the County Engineer's 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 meet set milestones and complete its work hereunder within the time limits 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 shall 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 invoice or billing signed by the CONSULTANT's Project Manager, including support documents. The invoice or billing may be a hard copy with a wet signature or an electronic document signed digitally (e.g., VeriSign). The invoice or billing shall include an invoice number. Any request for a progress payment shall be denominated as such and shall include the invoice or billing, 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 \$201,690.00 unless this agreement is amended as specified in Article XI, Section G. 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.

**ARTICLE VII**

**INSURANCE AND INDEMNIFICATION**

A. CONSULTANT shall accept full responsibility for the payment of premiums for unemployment insurance and workers' compensation, as well as income tax and social security 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 article from an insurance company authorized to write casualty insurance in the State of Utah, to 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 workers' 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 article 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. Workers' 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.

D. CONSULTANT agrees to defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claim, arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damage are caused by or result from the negligent or intentional acts, errors, and/or omissions 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.

E. 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 comply with the time schedule set forth in Article V and Exhibit D, or any extension of time granted by COUNTY, then CONSULTANT shall be in default, unless the failure is beyond the control and without the fault and negligence of CONSULTANT. If CONSULTANT defaults, then COUNTY shall be entitled to the recovery of direct damages, if any, resulting from the default, in addition to any other remedies granted by this contract.

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 CONSULTANT disputes COUNTY's compliance with any term of this contract, CONSULTANT shall present its claim in writing to COUNTY within ten (10) days of learning of the act or condition that created the dispute, or the claim 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 (including all electronic files and support files) 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 of orders 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. With the exception of work completed prior to receipt of the Notice of Termination, in no event shall all termination claims and payments described herein exceed the value of work left to be completed as of the date of receipt of the Notice of Termination.

## 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, employee, or member of the governing body of COUNTY, or of the locality or localities in which the project governed by this contract takes place, shall (1) participate in any decision relating to this contract which affects his or her 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 conflict of 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 or commission 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, all changes, including any increase or decrease in the amount of CONSULTANT's compensation, time schedule, 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 provisions, the defaulting party shall pay all costs and expenses which may arise or accrue from enforcing the agreement or from pursuing any remedy provided thereunder.

## **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



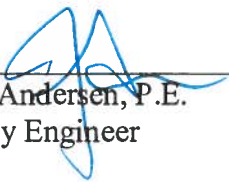
B. Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between COUNTY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written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

Recommended for Approval:


  
\_\_\_\_\_  
Jared Andersen, P.E.  
County Engineer

ATTEST:

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

Title: \_\_\_\_\_

CONSULTANT:  
MERIDIAN ENGINEERING

By:   
\_\_\_\_\_  
Title: President

STATE OF UTAH    )  
                              : §  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
(notary name) \_\_\_\_\_, a notary public, personally appeared,  
(signer name) \_\_\_\_\_, proved on the basis of satisfactory evidence to be  
the person(s) whose name is subscribed to this instrument, and acknowledged (s)he executed the  
same.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC



## EXHIBIT A SCOPE OF WORK

### TASK 1 - DEVELOP BASE MAPPING/EXISTING SURFACE

#### PROJECT LIMITS:

3300 South from approximately 3200 West to 4700 West.

#### PROJECT CONTROL:

Meridian will prepare a control diagram drawing in accordance with the standards set forth by Weber County, and will represent the primary control, secondary control, and controlling monumentation used to survey this project. This drawing will be certified by a Utah Professional Land Surveyor and may be used for design and construction purposes. These files will also be geo-referenced and may also be used in future projects in this area.

**Primary Control:** A minimum of (7) seven horizontal and vertical control points, (5) five will be set throughout the projects at convenient locations and located off site but within 100 feet of the project limits, and (2) two will be PLSS or other government maintained monuments, (one to the North and one to the South of the project) located at a minimum of 100 feet away from the project limits. Deriving coordinates for the control points must follow county standards; the specifications can be met using GPS with corrections to a VRS Network or two independent single base station setups. County GPS control standard is as follows:

- i. An average of two 180 epoch VRS corrected shots on each control point (one shot from each base if using two independent single base setups).
- ii. A minimum of four hours of time separation between the two shots.
- iii. The horizontal difference between the two shots shall not exceed 0.0335'.
- iv. The vertical difference between the two shots shall not exceed 0.0655'.
- v. Raw data of the two shots plus the average coordinate for each control point to be sent, in a spreadsheet, to the County Surveyor for review and approval prior to being publishing on the Project drawings.

**Secondary Control:** Within the limits of the proposed Project, establish control points as needed where estimated future work will be performed. New control points set will be marked with permanent and stable markers per the current Weber County Public Works Standards Plan Sheet SRV 1. Coordinates for control and the location of each control point relative to the Project will be published on a Survey Control sheet to be included in the Project drawings. Control points shall be published in state plane coordinates in the Utah North Zone and also published as ground coordinates with a project conversion factor from grid to ground published and shown on the plans.



**Controlling Monuments:** Meridian will survey controlling monuments. These monuments may include Section Corners, Quarter Corners, and Center Quarter Corners throughout the proposed alignments necessary to determine the existing property matrix for right of way takes or parcel agreements within the project limits. Meridian will survey secondary monuments. These monuments may include street monuments, subdivision monuments, right of way markers and property corners on adjoining lands throughout the project area.

Controlling monuments throughout Sections 32, 33 and 34 of Township 6 North, Range 2 West and throughout Sections 3, 4 and 5 of Township 5 North, Range 2 West all in the Salt Lake Base and Meridian will be surveyed for this project.

**Flight Targets:** Meridian will coordinate with Aero-Graphics in order to establish 12 aerial targets for aerial flight purposed. These targets and their respective coordinates will be consistent with the primary control survey described above.

#### **EXISTING TOPOGRAPHIC SURVEY INSIDE PROJECT LIMITS:**

Meridian surveyors will survey in cross section patterns in order to create a smooth 3D Digital Terrain Model (DTM). Survey intervals will be provided at 50 foot intervals.

The following surface features will be surveyed based on pre-established control inside the project limits:

- a. Curb, gutter and sidewalks, driveways and misc. concrete pads.
- b. Edge of pavements, visible pavement crowns, signage, structural and landscape walls, fences and barriers.
- c. Grade changes, breaks, toe and top of slopes, open ditches, drainage areas and other grade transitions that can't be defined by the Aero-Graphics aerial imagery.
- d. Striping on cross section intervals and at the beginning or ending locations of stripe types.
- e. Significant trees (6" diameter and larger). Outline clusters of smaller trees and shrubs.
- f. Visible surface utilities: sewer manholes, sewer clean-outs, storm drain manholes along with the invert elevations of the utilities inside the scoped project limits, water meters, water valves, fire hydrants, gas valves, gas meters (where pipe comes out of the ground), communications manholes, telephone boxes, transformers, utility poles (with cross arms, guys and line sag elevations when crossing the route with the current temperature and time added as a note), irrigation boxes, weirs, culverts, visible piping, sprinkler control boxes, signal boxes, other surface utilities, etc.
- g. Mailboxes, road signs, commercial signs (with overhangs) and building fronts.
- h. Found boundary evidence to aid in developing the existing right-of-way (Exrow) such as curb or sidewalk rivets, property monuments, right of way markers, etc.
- i. Locate overhead crossing lines and their sag elevation with the current temperature and time added as a note.



### **AERIAL MAPPING:**

Meridian will coordinate with Aero-Graphics to supply 12 aerial targets for the flight of the corridor. Meridian will develop one base topographic file with the Meridian survey held as the base file and Aero-Graphics' information used for supplemental information in soft-scape areas and areas lying outside the r/w fences.

### **ASSUMPTIONS:**

- a. Potholes will be completed by the County and surveyed by the County. If needed Meridian can survey potholes on an hourly basis per the attached unit rates. KCI can perform pothole services if needed at the request of the County based on the attached unit rates.
- b. No new right of way markers will be set. If requested Meridian can provide temporary staking for the new right of way line.

### **DELIVERABLES:**

#### Survey Control Sheet

- a. Meridian will prepare a control diagram for use in roadway, right of way design, and construction activities. This diagram will be certified and include methods and projections used, project coordinates and elevations, state plane coordinates along with longitudes and latitudes.

#### Base Mapping

- a. Meridian will prepare a combined existing topographic file in AutoCAD Civil 3D format from the field survey and the aerial flight.
- b. Meridian will prepare a utility file showing above ground utility features along with underground utility information received from utility owners. This file will be in AutoCAD Civil 3D format.
- c. Meridian's surveyors will sketch inverts for sewer and storm boxes found within the project limits, as well as utility boxes outside the project limits that are attached to sewer and storm boxes found inside the project limits. These sketches will be delivered in \*.pdf format.
- d. Meridian surveyors will take random digital photographs inside the project limits as needed for clarification. These photos will be delivered in \*.jpg format.

#### Additional Base Mapping

- a. Should contract modifications require additional base mapping, Meridian will provide the same file formats as the original Base Mapping.

## **TASK 2 - IDENTIFY EXISTING RIGHT OF WAY**

### **RESEARCH:**

Conduct ownership deed and subdivision plat research within the local County Recorder's Office. Conduct a complete title abstract search to determine fee ownership



of all parcels within the project limits, including all adjacent contiguous parcels to determine the larger parcel. Retrieve copies of subdivision plats and road dedication plats.

Conduct abstract research on all the parcels within the project limits with the County Recorder's Office to obtain any recorded Utility Easements.

Conduct previously recorded boundary survey research with the Weber County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

Create a web based GIS parcel tracking map that will be updated with the status of the right of way acquisition.

Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

**ASSUMPTIONS:**

- a. Effort will involve 33 parcels. Project expansion will require a contractual modification.

**DELIVERABLES:**

Existing ROW Maps

- a. Existing Right of Way CADD file

Property Spreadsheet

- a. Right of Way Property Information Spreadsheet

GIS Parcel Map

- a. Web based GIS parcel map showing owner information and for right of way acquisition status tracking

**TASK 3 - Roadway Engineering**

**Identify Existing Utilities**

Meridian will gather existing utility information from utility companies with facilities within the project limits. After utility information is received, Meridian will combine the data into an existing utility CADD file.

Deliverables

- Existing Utility CADD file



- Utility Table with contact information and list of possible conflicts (after roadway design is complete)

#### Assumptions

- Existing utilities will be drawn based on provided utility maps and above ground features (e.g. manholes, valves, etc.), when available
- Conceptual utility design (relocations) will be completed for existing utilities that are in conflict with the proposed roadway design
- Subsurface Utility Investigations (potholes) will be completed by others

### **Gather Existing Drainage Data**

Meridian will coordinate with the County to gather any existing data available concerning the existing roadway drainage sources, volumes, & outfalls.

#### Deliverables

- Existing Drainage CADD file, detailing drainage connections of existing ditches, culverts, etc.

#### Assumptions

- Delineating runoff sources and volumes beyond the roadway prism is not anticipated
- Environmental research to determine jurisdictional / non-jurisdictional waters is not anticipated

### **Model Initial Roadway Design**

After existing data has been prepared (e.g. existing utilities, drainage, topographical survey, & Right-of-Way), Meridian will begin modeling the reconstruction of 3300 South from approximately 3200 West (near the 3 parallel north/south transmission lines) to the east side of 4700 West. Meridian will model the roadway assuming a full roadway reconstruction, with the ability to modify the vertical profile.

Meridian will meet regularly with the County to discuss the roadway profile and determine the preferred cut/fill slope, installation of landscape walls to control cut/fill limits, and the possible inclusion of sidewalk (south side between 3200 West and 3500 West). The roadway design will be completed to a level sufficient to determine right-of-way needs and support the future final design and construction of the roadway.

#### Deliverables

- Draft roadway profile
- Draft roadway horizontal design with limits of disturbance (e.g. cut/fill, walls, etc.)
- Geotechnical Report with recommended pavement section (via IGES subconsultant)



### Assumptions

- IGES will complete 4-5 explorations. In general, most borings are anticipated to be no more than 5-10 feet in depth, but one or two explorations may extend to 20 feet for evaluation of consolidation of soils related to future fill placement.

### **Develop Initial Drainage Design**

Meridian will work with the County Engineering staff to gather information from the secondary water personnel & adjacent property owners about existing water volume, use, & distribution. Meridian and the County will then work together to identify the most appropriate drainage system. This effort may include the following:

Meridian will calculate the catchment area of the proposed ROW (including both pervious and impervious areas) and use the Rational method to determine runoff. Meridian will use the combination of the existing drainage flow data and the additional runoff volume to size the drainage pipes planned to replace the existing drainage ditches. The drainage system will include connecting to an existing outfall. If a suitable outfall can't be identified, Meridian will work with the County to determine a location for a detention area and provide initial design to determine the required area.

### Deliverables

- Memo detailing existing information, assumptions and project team decisions that contributed to the drainage design (this will be valuable when moving this project forward to final design)
- Draft drainage design (plan & profile)

### Assumptions

- No advanced design drainage modeling is anticipated (e.g. spread analysis, determination of HGL, etc.)
- Calculation of the capacity (or remaining capacity available) of existing box / pipe culverts is not anticipated
- Existing box culverts will remain in place, no culvert design is anticipated as part of the project

### **Finalize Design & Deliverables**

At the conclusion of the "Model Initial Roadway" & "Develop Initial Drainage Design" tasks, Meridian will have draft designs that have been approved by the County for the corridor preservation purposes. During this activity, Meridian will finalize both designs, prepare an engineer's estimate for final construction, and prepare for final delivery to the County.

### Deliverables

- Plan and Profile exhibit of the Roadway Design (pdf format)
- Plan and Profile exhibit of the Drainage Design (pdf format)
- CADD design files delivered via USB drive





- Engineer's Estimate of future roadway reconstruction costs

### **Project Meetings**

Meridian's Roadway Design Manager (Ryan) and pertinent team members will meet regularly with the County during the engineering design phase of the project. Ryan or the Project Manager (Darren) will be available to assist the County with one-on-one meetings with residents along the corridor.

### Assumptions

- Meridian anticipates 10 team meetings for the engineering design effort

## **TASK 4 - DEVELOP RIGHT OF WAY PLANS AND DOCUMENTS**

Coordinate with the project team to identify ROW acquisition needs for the 26 projected parcels. This will need to include projected easements for future construction. Meridian will coordinate all work with the County acquisition agent so they can plan workload.

Develop right of way documents for parcels necessary to achieve an 80 foot right of way corridor.

Prepare an exhibit for each fee take or easement to illustrate the impact to the landowner's property.

Develop CADD base files for the right of way design, these files include the ROW.dwg and the ROW\_Takes.dwg.

Place all line work and annotation on the appropriate CADD level.

Clearly label parcel numbers.

Prepare legal descriptions for each parcel to be acquired.

Right of Way, perpetual easement and temporary construction easement needs will be determined and confirmed by the project team.

Prepare a Record of Survey plat showing the location of survey markers found or set along the project corridor to help in perpetuating the location of the existing and new right-of-way.

Update the acquisition status of each parcel on the GIS Parcel Tracking Map weekly.

### **ASSUMPTIONS:**

- a. Effort will involve 26 parcels over 3 submittals.



- b. It is assumed up to 10% of the affected parcels will undergo design and ownership modifications. Additional changes will require a contractual modification.

**DELIVERABLES:**

Meridian will provide the County with right of way submittal packages that will include:

ROW Summary

- a. Ownership Records forms
- b. Deed and Easement Conveyance Instruments
- c. Exhibit for each take or easement
- d. Deed Plotter Printouts
- e. Copy of Recorded Vesting Deeds
- f. ePM Summary
- g. Complete QC-QA documentation including checklist.
- h. Meridian will upload summaries into Dropbox and ePM.

A Record of Survey identifying existing and proposed right of way for the project corridor.

GIS Parcel Status Tracking Map.

**HOURS DERIVATION:**

See attached Cost Estimate.

**EXHIBIT B - HOURLY RATE SCHEDULE**



**Cost Proposal**

Bidder Name: Meridian Engineering, Inc.

1. List the name, job title, and hourly rate for any proposed personnel. Also include the approximate percentage of project to be performed by each person.

Name: <u>Darryl Fenn, PLS</u>	Title: <u>Principal In Charge</u>	\$ <u>156</u>	/ hour <u>1</u>	%
Name: <u>Darren Williams, PLS</u>	Title: <u>Project Manager</u>	\$ <u>96</u>	/ hour <u>8</u>	%
Name: <u>Tyler Baron, PLS</u>	Title: <u>ROW Lead</u>	\$ <u>108</u>	/ hour <u>2</u>	%
Name: <u>Aaron Inabnit, PLS</u>	Title: <u>ROW Lead</u>	\$ <u>68</u>	/ hour <u>7</u>	%
Name: <u>Rachel Boyack</u>	Title: <u>ROW Technician</u>	\$ <u>45</u>	/ hour <u>8</u>	%
Name: <u>Jeff Maumalanga</u>	Title: <u>ROW Drafter</u>	\$ <u>60</u>	/ hour <u>8</u>	%
Name: <u>Brad Mortensen, PE, PLS</u>	Title: <u>QC/QA</u>	\$ <u>116</u>	/ hour <u>5</u>	%
Name: <u>Ryan Nuesmeyer, PE</u>	Title: <u>Roadway Design Mgr.</u>	\$ <u>136</u>	/ hour <u>8</u>	%
Name: <u>Steve Johnson, PE</u>	Title: <u>Lead Traffic Engineer</u>	\$ <u>156</u>	/ hour <u>2</u>	%
Name: <u>Nichole Luthi, PE</u>	Title: <u>Roadway Designer</u>	\$ <u>96</u>	/ hour <u>7</u>	%
Name: <u>Allison Dennett, EIT</u>	Title: <u>Roadway Designer</u>	\$ <u>86</u>	/ hour <u>11</u>	%
Name: <u>Malcolm Easton</u>	Title: <u>Roadway Design Tech</u>	\$ <u>43</u>	/ hour <u>11</u>	%
Name: <u>Michael Nadeau, PLS/CFedS</u>	Title: <u>Survey Manager</u>	\$ <u>121</u>	/ hour <u>2</u>	%
Name: <u>Travis Williams</u>	Title: <u>Survey Technician</u>	\$ <u>67</u>	/ hour <u>4</u>	%
Name: <u>Geoff Bippes</u>	Title: <u>Survey Field Crew</u>	\$ <u>58</u>	/ hour <u>4</u>	%
Name: <u>Tanner Gutierrez</u>	Title: <u>Survey Field Crew</u>	\$ <u>30</u>	/ hour <u>4</u>	%
Name: <u>Sydne Jacques, PE</u>	Title: <u>PI Manager</u>	\$ <u>150</u>	/ hour <u>2</u>	%
Name: <u>Scott Hendrikson</u>	Title: <u>PI Lead</u>	\$ <u>110</u>	/ hour <u>2</u>	%
Name: <u>Darryl Jacques</u>	Title: <u>PI Assistant</u>	\$ <u>90</u>	/ hour <u>2</u>	%
Name: <u>Sheri Ostrom</u>	Title: <u>PI Assistant</u>	\$ <u>60</u>	/ hour <u>3</u>	%

Total Average \$ / hour \$81.89

2. Provide expected reimbursable expenses and rates associated to them. Specify if the rate is hourly, daily, etc.

Expense: <u>KCI Technologies</u>	\$ <u>500</u>	<u>per test hole</u>
Expense: <u>Aero-Graphics</u>	\$ <u>7,520</u>	<u>total</u>

**Any deviation from this format may result in disqualification for proposal.**

**EXHIBIT B - HOURLY RATE SCHEDULE**

<b>Utah Rates - 2017</b>		
<b>Professional Service</b>	<b>Bill Rate</b>	<b>Unit</b>
Pothole Under Natural Ground	\$430.00	per hole
Pothole Under Paving / Concrete	\$480.00	per hole
Pothole Under Paving / Concrete with Core	\$585.00	per hole
Pothole Exceeding 6.99 feet in Depth	\$90.00	per foot
Vacuum Excavation Truck, Crew and Equipment	\$285.00	per hour
Utility Designating & Investigation Underground	\$0.90	per foot
Utility Designating & Investigation Overhead	\$0.45	per foot
Utility Designating 2 Man Crew and Equipment	\$275.00	per hour
Utility Designating 1 Man Crew and Equipment	\$225.00	per hour
Concrete / Asphalt Coring	\$155.00	per hour
Project Engineer	\$201.17	per hour
Project Director	\$292.62	per hour
Senior Project Manager	\$219.46	per hour
Project Manager	\$175.84	per hour
SUE Technician V	\$106.68	per hour
SUE Technician IV	\$85.35	per hour
SUE Technician III	\$73.15	per hour
SUE Technician II	\$54.87	per hour
SUE Technician I	\$45.72	per hour
CADD Technician	\$76.20	per hour
Finance	\$67.06	per hour
Mobilization: Vac-Truck & Crew	\$2.50	per mile
Mobilization: Designating Truck & Crew	\$2.50	per mile
<b>Expenses</b>		
Per Diem	GSA Rates	
Encroachment and Traffic Permits	actual cost	
Miscellaneous Expenses	actual cost	
<b>Subcontractors</b>		
Maintenance of Traffic Subcontractor: Barricade Services	actual cost	
Flowable Fill Concrete for Backfill	actual cost	
Survey Subcontractor	actual cost	
Miscellaneous Subcontractors	actual cost	

Exhibit C - Cost Estimate

Weber County - 3300 South - Surveying and Design Services Cost Estimate																				
Meridian Engineering, Inc.																				
CLASSIFICATION OF COSTS AND MANHOURS																				
C O S T E S T I M A T E																				
	Corporate Officer	Project Manager	ROW Lead	ROW Tech.	ROW Drafter	Roadway Design Mgr.	Lead Traffic Engineer	Lead Roadway Designer	Roadway Designer, EIT	Roadway Design Tech	Survey Manager	Survey Coordinator	Survey CADD Tech.	Survey Crew Chief	Survey Field Tech	GIS Tech	Clerical	OCQA Manager	Task Hours	Task Totals
<b>Survey Tasks</b>																				
Staff Rate	\$ 156.00	\$ 96.00	\$ 96.00	\$ 45.00	\$ 60.00	\$ 135.00	\$ 156.00	\$ 96.00	\$ 86.00	\$ 43.00	\$ 121.00	\$ 86.00	\$ 67.00	\$ 58.00	\$ 30.00	\$ 89.00	\$ 45.00	\$ 116.00		\$1,212.00
Survey Coordination		4									4	4							12	\$172.00
Survey Crew Coordination																			2	\$172.00
Primary Control											4	4		20	20				48	\$2,588.00
Secondary Control											2	4		30	30				66	\$3,226.00
Supplemental Surveys												8		120	120			4	252	\$11,712.00
Office Processing											2	6		64					72	\$5,046.00
Control Summary Sheet											4	20		24					52	\$4,276.00
<b>Subtotal</b>																				\$29,232.00
<b>Right of Way Tasks</b>																				
Contracting & Bidding	2	16																	18	\$1,848.00
Identify Existing Right of Way			80	80															160	\$11,280.00
Identify Right of Way Needs		10																	10	\$960.00
Develop Right of Way Plans & Documents			100	240	140											20			480	\$28,800.00
GIS Support																		30	50	\$5,260.00
Project Meetings		100																	100	\$9,600.00
Prepare Record of Survey			40										80						120	\$9,200.00
<b>Subtotal</b>																				\$66,948.00
<b>Engineering Design Tasks</b>																				
Identify Existing Utilities						2	8	24	16	24									42	\$2,680.00
Gather Existing Drainage Data								24	40	120	120								56	\$4,424.00
Model Initial Roadway Design						16	4	40	120	120									16	\$23,976.00
Develop Initial Drainage Design						12	2	80	40	80									12	\$17,896.00
Finalize Design & Deliverables						16	2	16	24	40									98	\$7,968.00
Project Meetings						80		20											100	\$12,800.00
<b>Subtotal</b>																				\$69,584.00
Hours:	2	130	220	320	140	134	8	180	200	288	16	48	168	170	170	20	0	66	2280	
	0%	6%	10%	14%	6%	6%	0%	8%	9%	13%	1%	2%	7%	7%	7%	1%	0%	3%		
Labor Cost:	\$312.00	\$12,480.00	\$21,120.00	\$14,400.00	\$8,400.00	\$18,224.00	\$1,248.00	\$17,280.00	\$17,200.00	\$12,384.00	\$1,936.00	\$4,128.00	\$11,256.00	\$9,860.00	\$5,100.00	\$1,780.00	\$0.00	\$7,656.00		\$164,764.00
<b>LABOR COSTS</b>																				
																			<b>Total Labor:</b>	<b>\$164,764.00</b>
<b>DIRECT EXPENSES</b>																				
Weber County Surveyor's Office Record of Survey Filing Fee																				\$160.00
Aero-Graphics Aerial Flight (optional)																				\$12,956.00
Infirmountain GeoEnvironmental Services (Geotech)																				\$12,200.00
Jacques & Associates (Public Involvement, 2 Open Houses)																				\$11,601.00
																			<b>Total Direct Expenses:</b>	<b>\$36,926.00</b>



# EXHIBIT D - SCHEDULE

