

**AGREEMENT FOR WEBER COUNTY TRANSPORTATION
CONSTRUCTION PROJECT REVIEW**

This Agreement is made and entered into by and between Weber County, a body politic and corporate and political subdivision of the State of Utah (“County”), and Stanley Consultants (“Consultant”), with its principle place of business located at _____.

RECITALS

WHEREAS, County previously issued a Request for Proposals (“RFP”) (Attachment “A”) relating to review of a county construction project, and

WHEREAS, after reviewing the proposals submitted by various firms to the County, County has chosen Consultant to provide such services upon the terms and conditions contained herein; and

WHEREAS, County and Consultant have determined that this Agreement is mutually beneficial to both;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby mutually agreed by and between the parties as follows:

**SECTION ONE
SCOPE OF SERVICES**

- 1.1 Consultant shall provide all services specified in Attachment “B,” which is a revised Scope of Services, a copy of which is attached hereto and made a part hereof.
- 1.2 Consultant shall complete the work specified on or before _____, 2018.

**SECTION TWO
EMPLOYMENT STATUS AND COMPENSATION**

- 2.1 Consultant shall be an independent contractor under this Agreement and as such, shall be solely responsible for all taxes associated with compensation paid to Consultant, including all taxes and professional license fees.
- 2.2 County shall pay Consultant up to \$12,452.50 for services rendered pursuant to this Agreement for completion of services specified in the revised Scope of Work.
- 2.3 County shall pay Consultant for services performed on a monthly basis within thirty (30) calendar days after receiving said invoice.

- 2.4 County and Consultant may agree for Consultant to perform additional work in accordance with the hourly compensation as specified in the RFP and as approved by an amendment to this Agreement.

**SECTION THREE
EFFECTIVE DATE, DURATION OF AGREEMENT**

- 3.1 This Agreement shall be effective upon execution by the parties hereto and shall continue until Consultant has provided the services more fully specified in its Revised Scope of Work. It is anticipated that the work will be completed by _____.

**SECTION FOUR
INDEMNIFICATION AND INSURANCE**

- 4.1 Indemnity. Consultant will indemnify, defend and hold harmless County and its agents, directors, officers and employees from and against all suits, losses, damages, causes of action or claims (including attorneys' fees and costs) that may be based on any injury to persons or property that is the result of a breach of any obligation in this Agreement or an error, omission or negligent act of Consultant or any person employed by Consultant or acting on Consultant's behalf.
- 4.2 Insurance. Consultant shall procure and pay for general liability insurance for the purpose of funding any indemnity required under Subsection A of this section.

**SECTION FIVE
MISCELLANEOUS PROVISIONS**

- 5.1 Amendments. This Agreement may only be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 5.2 Authorization. The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 5.3 Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 5.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

- 5.5 Effective Date. This Agreement shall become effective immediately upon the execution of this Agreement by all parties hereto.
- 5.6 Entire Agreement. This Agreement shall constitute the entire Agreement by and among the Parties.
- 5.7 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- 5.8 No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.

APPROVED AND EXECUTED this ____ day of January, 2018.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James Ebert, Chair

Commissioner Ebert voted _____
Commissioner Gibson voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

STANLEY CONSULTANTS

By _____
Its _____

Attachment B

Weber County Transportation Construction Project Review

Below are our estimated hours broken down for the revised scope of work. Our estimate for the work is based on the information provided on a flash drive by Weber County on 11/16/2017 and our meeting with the County on 12/21/2017. During the meeting, we discussed providing an independent review on only the invoices selected and sent to us 12/7/17. Our breakdown on hours needed for the independent review is listed below as Task 1 and a copy of the selected invoiced is also attached. In the meeting we also discussed coming into the County offices and reviewing the notes that County has on these same selected invoices as well and then coming in again to discuss both our findings and the Counties findings/ questions with County staff. Our breakdown of hours needed to review the Counties questions and to discuss our findings with the County is listed as Task 2. We've also attached a proposed schedule to accomplish the tasks given.

Task 1 – Were the design, construction, and CM invoices for the 12th street project appropriate?

Invoice Discipline	Number of Invoices	Assumed Number of Hours per Invoice	Total Number of Hours
Design	11	4	44
Construction Management	2	5	10
Construction	4	5	20

Total Number of hours 74

74 hours X \$125.00/hr = \$9,250.00

- Design Invoices (assumed 4 hours per design invoice)
 - Review comments of labor charges
 - Review of expenses
 - Verify time period coverage
 - Verify Calculations
 - Summary of all invoices
- Construction Management Invoices (assumed 5 hours per design invoice)
 - Verify time charges with daily inspection reports
 - Review comments of labor charges
 - Review of expenses
 - Verify time period coverage
 - Verify Calculations
 - Summary of all invoices
- Construction Pay Requests (assumed 5 hours per pay request)
 - Review charges/ expenses
 - Verify Calculations
 - Summary of all requests

Task 2 – Review and findings meetings at the County Offices

- We discussed spending a day reviewing the Counties notes on the invoices and another day or just a half day to discuss these findings and questions with the County Staff

Labor			
	Number of Hours	Rate	Total
Rick	12	\$125.00	\$1,500.00
Brandon	12	\$125.00	\$1,500.00
			\$3,000.00

Expenses			
	Number of Miles	Rate	Total
Mileage	375	\$0.54	\$202.50

Grand Total = **\$3,202.50**

Estimate Summary

Task 1 – Estimate to review invoices = \$9,250.00

Task 2 – Estimate to review County notes and Findings meeting = \$3,202.50

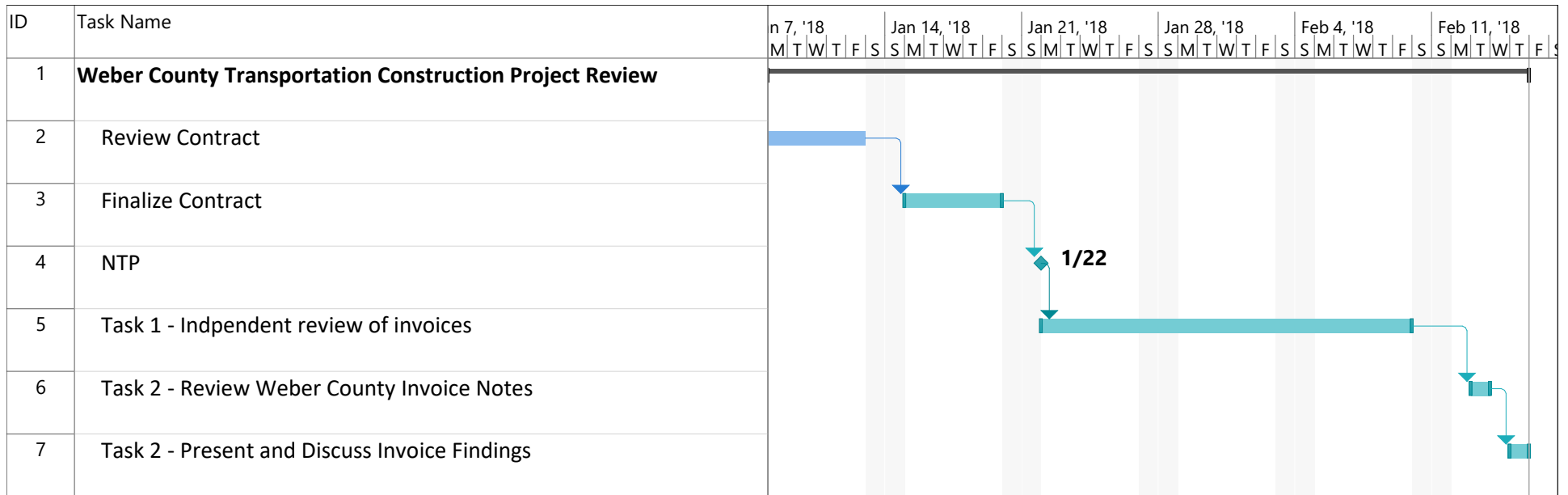
Total estimate for the transportation construction project review = \$12,452.50

Weber County Project #	Acquisition/Transaction Date	Parcel	Land Owner/Payee	Property Address	City	Project	Sales Tax Distributions
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3051610020 WEBER COUNTY-1200 SOUTH-SALES TAX

							Hours	Invoice Type
	4/18/2016		NP CRS Engineers	Invoice # 16977	ogden	1200 south	\$ 131,354.61	4.00 Design
	5/17/2016		NP Staker Parsons	Pay Request #1	ogden	1200 south	\$ 554,553.12	5.00 Contractor
	8/10/2016		NP Staker Parsons	Pay Request #3	ogden	1200 south	\$ 932,085.37	5.00 Contractor
	9/13/2016		NP Staker Parsons	Pay Request #4	ogden	1200 south	\$ 999,165.43	5.00 Contractor
	2/8/2017		NP CRS Engineers	Invoice # 18489	Ogden	1200 south	\$ 23,469.06	4.00 Design
	4/12/2017		NP CRS Engineers	Invoice # 18705	Ogden	1200 South	\$ 30,031.71	4.00 Design
	5/23/2017		NP CRS Engineers	Invoice # 18798	Ogden	1200 South	\$ 12,289.75	5.00 CM
	6/1/2017		NP CRS Engineers	Invoice # 18902	Ogden	1200 South	\$ 20,661.50	4.00 Design
	6/1/2017		NP CRS Engineers	Invoice # 18799	Ogden	1200 South	\$ 27,851.58	4.00 Design
	6/1/2017		NP CRS Engineers	Invoice #18619	Ogden	1200 South	\$ 66,468.80	4.00 Design
	6/8/2017		NP CRS Engineers	Invoice # 18910	Ogden	1200 South	\$ 39,039.65	4.00 Design
	8/1/2017		NP CRS Engineers (Const. Management)	Invoice # 19094	Ogden	1200 South	\$ 9,001.11	5.00 CM
	8/1/2017		NP CRS Engineers (Eng & Design)	Invoice # 19086	Ogden	1200 South	\$ 38,108.10	4.00 Design
	8/28/2017		NP R.L. Shaw & Co., Inc.	Invoice # HI10217	Ogden	1200 South	\$ 22,888.00	5.00 ?
	9/7/2017		NP CRS Engineers (Eng & Design)	Invoice # 19020	Ogden	1200 South	\$ 9,330.00	4.00 Design
	9/7/2017		NP CRS Engineers (Eng & Design)	Invoice # 19218	Ogden	1200 South	\$ 76,772.00	4.00 Design
	11/27/2017		NP CRS Engineers (Eng & Design)	Invoice # 19424	Ogden	1200 South	\$ 94,967.09	4.00 Design

Total hours 74.00
Hours based off original esimated hours per task



Project: Weber County Transpo Date: Thu 12/21/17	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			