

AGREEMENT BETWEEN WEBER COUNTY AND CMT TECHNICAL SERVICES FOR PROFESSIONAL SERVICES

Construction Management For 2550 South Reconstruction Project, Phase 1

This agreement is entered into between WEBER COUNTY ("County"), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and CMT TECHNICAL SERVICES ("Consultant"), a Utah limited liability company, located at 2796 S Redwood Road, West Valley City, UT 84119. The agreement shall take effect as soon as both parties have signed it.

RECITALS

The County desires to obtain construction management services for the following project:

Phase 1 of the 2550 South Reconstruction Project, as generally described in the Request for Proposals provided by the County dated June 16, 2026.

The Consultant has submitted a proposal to provide the desired services to the County and has been chosen to provide the services.

NOW THEREFORE, the Consultant and the County agree as follows:

AGREEMENT

1. SERVICES OF THE CONSULTANT

- a. The Consultant will perform the following services (the "Work"):
 - i. The services described in the County's Request for Proposals dated June 16, 2026, which is attached as Exhibit A, and in the Consultant's proposal dated July 7, 2026, which is attached as Exhibit B.
- b. In performing the required Work, the Consultant shall follow practices consistent with acceptable professional and technical standards for work of this nature.
- c. Except as allowed by the County's Representative in writing, none of the Work specified by this agreement shall be subcontracted.
- d. All materials prepared or acquired by the Consultant during the performance of the Work specified by this agreement shall become the property of the County and shall be delivered to the County during or at the end of the agreement term. Such materials shall not be released by the Consultant to others at any time without the prior written approval of the County's Representative, unless required by law. It is understood and agreed that such materials are prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, the County agrees that its use of such materials on

other projects shall be at its own risk, unless the Consultant has given its written approval for such use.

2. MANAGEMENT AND COORDINATION

- a. The Consultant shall designate a Project Manager for purposes of this agreement. The Project Manager shall be the Consultant's primary contact for all communications related to this agreement, unless someone else is designated as the primary contact for specific matters.
- b. The County Engineer, or his or her designee, shall serve as the County's Representative for this agreement. The County's Representative shall be the County's primary contact for all communications related to this agreement, unless someone else is designated as the primary contact for specific matters.
- c. The parties agree that for purposes of this agreement, the Consultant and its officers, agents, and employees are not to be regarded as the County's employees, and that the Consultant is an independent contractor in all respects.

3. TERM OF AGREEMENT

- a. The term of this agreement shall start when both parties have executed the agreement.
- b. Unless terminated earlier as provided herein, this agreement shall remain in effect until:
 - i. All Work for Phase 1 has been performed and accepted as satisfactory by the County and all payments have been made.
- c. All provisions of this agreement that by their nature would continue after the termination or expiration of the agreement, including indemnification provisions and other provisions related to the liability of the parties, shall continue in force until all applicable statutes of limitations have run and until all legal proceedings arising out of this agreement have reached final resolution.

4. TIME SCHEDULE

- a. The Consultant shall commence the Work when agreed upon with the County.
- b. The Consultant shall perform its Work in compliance with industry standards, following the construction schedule and in accordance with timelines agreed upon by the parties. Prompt performance is an essential term of this agreement. If the Consultant fails to perform its Work in a reasonably timely manner, then the Consultant shall be in default, unless the failure is beyond the control and without the fault and negligence of the Consultant. If the Consultant defaults, then the 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 agreement.

- c. The Consultant will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of the Consultant. Such circumstances shall include strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, pandemic, acts of war, acts of terrorism, acts of God, or any other cause similar to the foregoing which are beyond the reasonable control of the Consultant.

5. COMPENSATION

- a. The County shall pay the Consultant for the performance of the Work as follows:
 - i. Payment shall be on a time-and-materials basis, using the rates and costs shown in Exhibit B and Exhibit C. Exhibit C supplements Exhibit B, replacing the equivalent page in Exhibit B, but neither exhibit limits or guarantees the total cost.
- b. Unless otherwise specified above, at the end of each 30-day period during the Consultant's performance hereunder, the Consultant may request a progress payment based upon Work performed within that 30-day period. Such requests must be in writing, in a form acceptable to the County, with sufficient detail to justify the request. The County shall pay to the Consultant the requested payment, if approved, or the undisputed portion thereof within 30 days after the progress payment request.

6. INSURANCE AND INDEMNIFICATION

- a. The 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 the County from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under this agreement. The County may reject or terminate this agreement if, at the County's sole discretion, the insurance policies are not satisfactory.
- b. The 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 the County. The amount of such insurance coverage will not be less than the following:
 - i. 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.
 - ii. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
 - iii. Professional Liability insurance in an amount of not less than \$1,000,000.

- iv. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.
- c. Before using any subcontractor, the Consultant shall require the subcontractor to provide proof of coverage showing workers' compensation coverage for its employees or, if applicable, a valid waiver of workers' compensation for an independent contractor without employees. The Consultant shall provide a copy of the required documentation to the County.
- d. Excluding workers' compensation and professional liability coverages, the Consultant's insurance coverage shall be a primary insurance. The County's self-insurance or insurance shall be in excess of the Consultant's insurance and shall not contribute with it.
- e. Notwithstanding any other provision of this agreement, the Consultant agrees to indemnify and hold harmless the County from and against any and all liability, claims, expenses, and costs arising from workers' compensation claims made by the Consultant, its employees, its subcontractors, its subcontractors' employees, and any additional subcontractors or employees engaged in the performance of this agreement.
- f. The Consultant agrees to indemnify and hold harmless the County, its officers, employees, and agents from and against any and all liability, claims, expenses, and costs arising out of or related to this agreement, to the extent that such liability, claims, expenses, and costs are caused by or result from the negligent or intentional acts, errors, or omissions of the Consultant, its agents, employees, and subcontractors. This indemnification requirement shall apply to the full extent allowed by law, regardless of whether or not the Consultant has complied with the insurance requirements of this agreement.

7. CHANGES

- a. The County may, at any time, make changes to the Work required under this agreement, as long as the changes remain within its general scope. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of the agreement, an equitable adjustment in price or time will be made and the agreement modified accordingly.
- b. All changes shall be set forth in writing, signed by all parties.

8. DEFAULT AND REMEDIES

- a. Any material breach of this agreement shall constitute a default if the breach cannot be substantially cured within a reasonable time, or if the breaching party does not do the following:
 - i. Substantially cure the breach within ten days after receipt of written notice from the non-breaching party; or

- ii. If a substantial cure within ten days is not possible, begin good faith efforts to cure the breach within ten days after receipt of written notice from the non-breaching party, and diligently pursue the good faith efforts until the breach is substantially cured.
- b. If either party defaults on its obligations under this agreement as described in this section, the non-defaulting party may terminate the agreement for cause, by delivering to the other party a notice of termination explaining the reason for the termination and its effective date.
- c. This agreement does not limit, in any way, a party's remedies that are available to it under applicable laws.
- d. In the event of disputes that cannot be resolved informally, the parties may agree on any desired dispute resolution procedure. If they are unable to agree on an alternative dispute resolution procedure, either party may initiate litigation. In any litigation or other dispute resolution proceeding, each party shall be responsible for its own attorneys' fees, expert witness fees, and other expenses incurred in such litigation or proceeding.
- e. This agreement shall be governed by the laws of the state of Utah. Venue for any legal action shall be in the state or federal courts covering Weber County, Utah.

9. TERMINATION

- a. In addition to each party's right to terminate the agreement for cause, the County shall have the right to terminate this agreement at any time, for any reason or no reason, by giving 30 days' written notice of termination.
- b. In the event the agreement is properly terminated prior to full performance by the Consultant, the Consultant shall be paid for Work rendered to the date of termination, based upon a percentage of completion of the full performance of this agreement.
- c. After delivery of a written notice of termination, the Consultant shall:
 - i. Stop work under this agreement on or before the date specified in the notice of termination; and
 - ii. Deliver to the County all 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 the County if the agreement had been completed.

10. MISCELLANEOUS

- a. The Consultant shall not assign any interest in this agreement without the prior written consent of the County.

- b. The invalidity of any term of this agreement shall not be deemed to affect the validity of any other term, and the remainder of the agreement will remain in full force and effect, unless the invalidation of the term materially alters the agreement. If the invalidation of the term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
- c. This agreement supersedes all previous agreements, both oral and written, between the County and the Consultant relating to the subject matter hereof.
- d. Failure or delay by either party to enforce any term of this agreement will not be deemed a waiver of future enforcement of that or any other term.
- e. Notice
 - i. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's representative (i.e., the Consultant's Project Manager or the County's Representative); (2) delivered electronically, with confirmed receipt, to the party's representative; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:
 - 1. For the County:

Gary Myers
Weber County Engineer
2380 Washington Blvd., Ste. 240
Ogden, UT 84414
gmyers@webercountyutah.gov
 - 2. For the Consultant:

Marco Palacios, PE
Project Manager
2796 S Redwood Rd
West Valley City, UT 84119
marco.palacios@cmtTechnicalServices.com
 - ii. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

CMT TECHNICAL SERVICES

Signature Marco A. Palacios

Date 16 Sept. 2026

Printed Name Marco A. Palacios

Title Project Manager

WEBER COUNTY

Chair, Board of County Commissioners

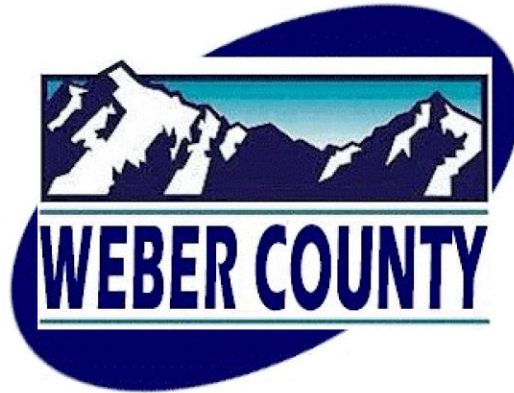
Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

Exhibit A
Request for Proposals Dated June 16, 2026



**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES
PHASE 1, 2550 SOUTH RECONSTRUCTION PROJECT**

June 16, 2026

Solicitation # 26-166

Due Date: (3 weeks) July 7, 2026 by 2:00 p.m.

**WEBER COUNTY
REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGEMENT SERVICES
FOR THE 2550 SOUTH RECONSTRUCTION PROJECT**

A. NOTICE TO PROFESSIONALS

Weber County ("County") is seeking Proposals from qualified and experienced consulting engineering/construction management firms ("Consultant") to provide construction management services for the proposed 2550 South Reconstruction Project ("Project").

The County intends to compare and evaluate all eligible submittals and select the most qualified firm or team 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.

B. SCOPE OF WORK

1. Location of Project

The Project is located in western unincorporated Weber County and is along the existing roadway of 2550 South, from 4300 West to 3500 West.

2. Background

WACOG has awarded sales tax funds to Weber County for construction along 2550 South from 4300 West to 3500 West.

Currently, 2550 South from 4700 West to 3500 West consists of two lanes with minimal shoulders and drainage ditches along most of this stretch. Weber County is experiencing and expecting substantial growth in this area.

Gardner Engineering is completing the final design and bid documents. Consultation with Gardner Engineering will be necessary over the course of the Project.

Construction of this Project includes piping existing drainage ditches along the corridor, working with Hooper Irrigation and Taylor West Weber Water to coordinate work around their water lines, working with Warren Irrigation to widen their canal crossing, and reconstructing the road. The new storm drain lines will need to facilitate existing drainage connections. The corridor has undergone a complex right of acquisition, involves delicate public interface and will involve major utility relocation and coordination. A copy of the draft plans will be available on U3P-Bonfire for informational purposes.

3. General Scope

The Consultant shall provide a full complement of professional services to perform construction management services. These services shall include, but not necessarily be limited to, the tasks outlined below:

- A. Provide qualified Project Manager and associated personnel (currently employed by your firm or sub-contracted) to perform the construction management services.

- B. Review and become familiar with Project requirements, including Project manual, plans, APWA, and County standards.
- C. Provide constructability review.
- D. Coordinate and conduct pre-construction and weekly construction meetings.
- E. Provide interpretations of plans and specifications to contractor (consult with Gardner Engineering as necessary). Prepare change orders, work change directives, etc. as necessary.
- F. Provide full time, on-site Resident Project Representative. Attachment D contains the duties assigned to RPR.
- G. Conduct site visits (PM or PE) to assess progress of Project.
- H. Disseminate Project information to stakeholders and general public as necessary.
- I. Provide the following at Project completion:
 - 1) Substantial completion inspection and punch list
 - 2) Final completion inspection
 - 3) Reconciliation change order
 - 4) Recommendation for final payment
 - 5) Record drawings (electronic and hard copy)

C. INSTRUCTIONS TO PROPOSERS

1. Project Timetable

The following timetable has been established for this Project:

- Closing Date for questions: **June 30th @ 5:00 p.m.**
- Closing Date for Receipt of Proposals: **July 7th @ 2:00 p.m.**
- Approximate Notice of Award: **July 14th**
- Approximate Commencement of Work: **July 21st**
- (Approximate) Completion of Work: **Winter 2027-2028.**

2. Pre-Proposal Site Visit

Proposers are strongly encouraged to visit the Project site 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 will evaluate all submitted proposals in accordance with the evaluation criteria.
 - 3) An Agreement incorporating the provisions, terms, and conditions of this RFP will be executed between the County and the selected Consultant.

4. Proposal Submission

- a. Submission will be uploaded electronically through U3P-Bonfire.
- b. The deadline for receipt of proposals is set forth in Section C.1. Late Proposals will not be accepted.
- c. 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.
- d. **Cost will be evaluated independent from the technical proposal, and as such, is to be submitted separate from the technical proposal. Failure to submit cost separately may result in your proposal being judged as non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being judged as non-responsive.**

5. Questions and Clarifications

- A. Firms will be notified through U3P-Bonfire of any substantive changes in the Proposal requirements.
- B. **All questions shall be directed to U3P-Bonfire**

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 15 pages single sided, excluding transmittal letter, attachments/appendices, 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) Name of the key contact person with his/her title and telephone numbers. Also, indicate first and second back-up contact persons if the key contact person is not available to take a call from the County.
 - 5) Statement of inclusion of Respondent Questionnaire (*see Attachment A*) – 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 economy, and insure operational effectiveness; describe outputs to be delivered; and identify advantages of the proposal/Consultant to County. Restatement of the scope outlined in this RFP is not necessary; however, proposer may include any suggested modifications thereto (additions, deletions, alternate ideas). 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) Specific exclusions
 - 2) Assumptions made in preparation of the Work Plan
 - 3) Proposed Project schedule
- c. Qualifications/Experience: This section should describe the proposer's experience on similar projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
- 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 (as Appendices).
- e. Fee Proposal: Proposals shall include (*see Attachment B*):
- 1) Billing rates for proposed personnel and the approximate percentage of Project to be performed by each person.
 - 2) Expected reimbursable and associated rates.
- f. Appendices: (not included in page count)
- 1) Respondent Questionnaire (*Attachment A*)
 - 2) Cost Proposal (*Attachment B*)
 - 3) Resumes

7. Evaluation Criteria

Proposals will be based on the following criteria:

- a. Transmittal Letter (8%): Complete information as requested.
- b. Work Plan and Project Approach (24%): This category evaluates the Consultant's understanding of the Project, Project strategy, cost saving ideas proposed, Project schedule, technical approach, and plan for managing the Project.
- c. Qualifications/Experience (24%): This category deals with the proposer's performance on similar prior local projects of similar size. Experience relates to the overall assessment of the proposer's assigned personnel and previous experience with this type of project. Any proposer not having a team member in the required UDOT pool will be disqualified.

- d. **Key Personnel and Project Team (24%)**: 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. 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.

9. 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.

10. Withdrawal of Proposal

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

11. Proposal Cost

Costs 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.

12. 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.

13. 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
COST PROPOSAL
CONSTRUCTION MANAGEMENT SERVICES, 2550 SOUTH
SOLICITAION # 26-166

Cost is to be submitted based on the following:

Bidder Name: _____

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: _____	Title: _____	\$ _____	/hour _____	% _____
Name: _____	Title: _____	\$ _____	/hour _____	% _____
Name: _____	Title: _____	\$ _____	/hour _____	% _____
Name: _____	Title: _____	\$ _____	/hour _____	% _____
Name: _____	Title: _____	\$ _____	/hour _____	% _____
Name: _____	Title: _____	\$ _____	/hour _____	% _____

Total Average \$/hour _____

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

Expense: _____	\$ _____
Expense: _____	\$ _____
Expense: _____	\$ _____
Expense: _____	\$ _____

(Any deviation from this format may result in disqualification of proposal)

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.
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) Time of delivery is a part of the proposal and must be adhered to.
 - (d) Prices quoted are firm for complete delivery of quantities specified. (f) In case of error in extension, unit price will govern.
 - (e) 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) 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.
 - (b) 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. **SAMPLES:** Samples of items, when required, must be furnished free of expense to the County. If not destroyed by tests, the samples may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
6. **AWARD OF CONTRACT:**
 - (a) 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.
 - (b) The Contract of Sale resulting from the acceptance by the Board of County Commissioners of this proposal 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.
7. **NOTICE OF WITHDRAWAL:** If the Request for Proposal is withdrawn by the County, the prospective proposers will be notified as soon as possible.

8. **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.
9. **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.

9.1 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-12-302.
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-12-302 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-12-302.

9.2 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.
10. **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 will not be considered for award.

ATTACHMENT D
RESIDENT PROJECT REPRESENTATIVE'S DUTIES

The Resident Project Representative shall have the following duties, as contained in the construction project's contract documents ("Engineer" means the same as "Consultant"):

- A. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 8. *Inspections, Tests, and System Startups:*
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 9. *Records:*
 - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
- 10. *Reports:*
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
- 11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 13. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- B. The RPR shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or approved equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

Exhibit B
Consultant's Proposal Dated July 7, 2026

July 7, 2026

Weber County
2380 Washington Blvd
Ogden, UT 84401



Re: 2550 South Phase 1– CM Services - CMT Technical Services

To whom it may concern,

CMT Technical Services (CMT) is pleased to submit this proposal to Weber County for the 2550 South Phase 1 CM Services solicitation as described in the Request for Proposals. We desire to participate and comply with all terms and conditions as indicated in the RFP.

We at CMT Technical Services set ourselves apart as leaders in our industry with our approach to each project. Our approach emphasizes:

- Communication
- Listening and understanding
- Commitment to engineering excellence
- Engaging community values
- Focus on quality & thoroughness
- Supporting collaboration
- Adherence to standards
- Researching practical and innovative solutions

Our project philosophy is to represent the client and their interests in all ways necessary to ensure successful project completion. The points of contact for Weber County are first, Marco Palacios whose information is at the bottom of this page. The second and third points of contact are:

Kevin Biel, EIT, Project Engineer
kevin.biel@cmtTechnicalServices.com
(801) 803-2750

Tim Biel, MS, PE, Quality Assurance
Tim.biel@cmtTechncialServices.com
(801) 870-6740

We have read the RFP and agree with all aspects of that document. CMT follows all affirmative action laws and 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. We are excited about the opportunity to work with Weber County. We are confident that CMT can provide a high level of professionalism and quality engineering services. I certify that I am authorized to sign this document on behalf of CMT. In addition, the requested Respondent Questionnaire is included in the appendices of this document. I certify that I am authorized to sign.

Respectfully,

A handwritten signature in blue ink that reads "Marco A. Palacios".

Marco Palacios, PE
Project Manager / 1st Point of Contact
O: 801-562-2521 C: 435-770-8070
marco.palacios@cmtTechnicalServices.com

CMT Technical Services is an LLC.

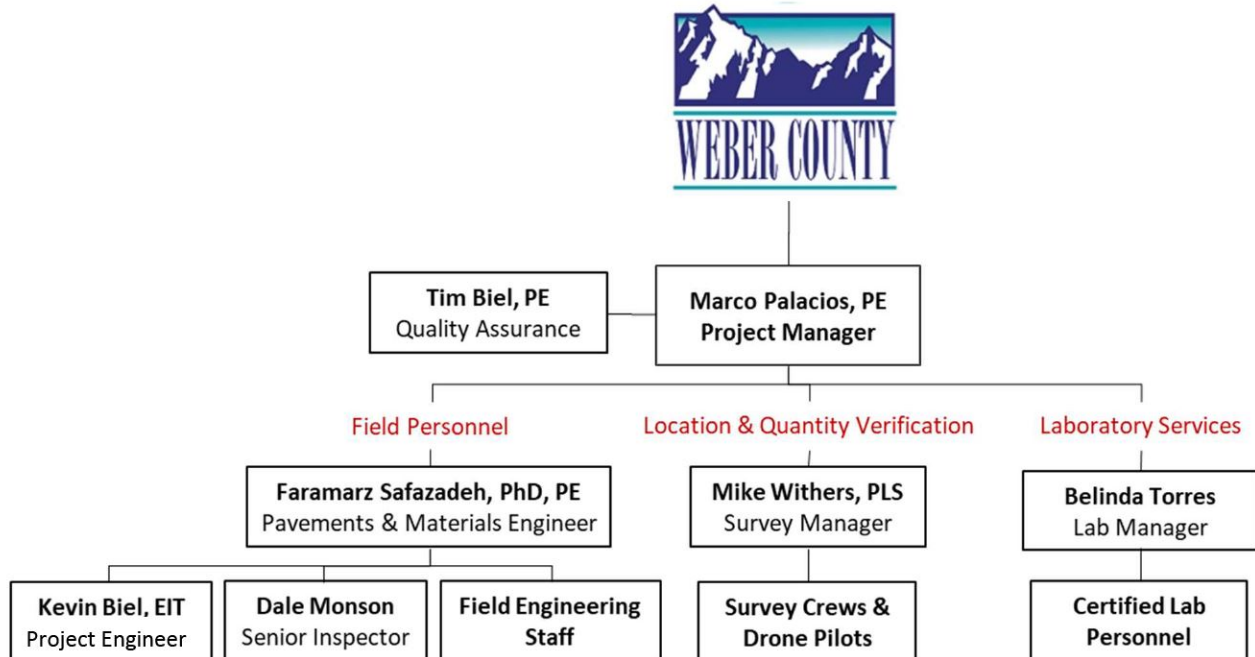
2796 S Redwood Road
West Valley City, UT 84119

1. EXECUTIVE SUMMARY

This submittal will address CMT's qualifications for Construction Management.

2. ORGANIZATION, QUALIFICATIONS, AND EXPERIENCE

Our construction management personnel all work in our West Valley, Utah office located at 2796 S Redwood Road.



Our team is led by **Marco Palacios, PE**. Marco is expected to perform up to 65% of the construction management services for Weber County projects. He is experienced in leading teams of professionals and in engineering with over 30 years' experience. Marco worked as a Field Engineer on construction projects for 30 years before joining CMT in 2022.



He has focused on construction throughout his career. He has managed groups of engineers and support staff for many years. He has recently managed the completion of numerous similar projects for municipal agencies in Utah. He excels leading in a team environment as he understands the importance of project team collaboration and communication, project budgeting, and regulatory compliance.

Marco will be the primary point of contact for all construction management work done for Weber County.

Marco's **construction management experience** includes the following projects:

- **Cottonwood Heights:**
 - **Prospector and Towne Drive** - Project Management - addressing field questions, managing CO and Pay request documentation.
 - **Steffensen Drive Reconstruction** - Project Management - addressing field questions, managing CO and Pay request documentation.
- **Salt Lake City Airport:** Manage crew of inspectors and technicians
- **American Fork:**
 - **200 South Intermodal Roadway Improvements, Phase I** – Support to City with Project Management and Document Management of Submittals, CO's and Pay Requests.

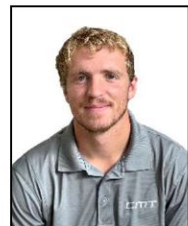
- **North Salt Lake:**
 - **Orchard Drive;** Improvements Design and Construction Management
- **City of Saratoga Springs:**
 - **Foothill Blvd** - Field Engineer and Project management – address field questions, manage CO and Pay request documentation
 - **South Marina Improvements** - Field Engineer and Project management, address field questions, manage CO and Pay request documentation
 - **Amanda Lane Trail** - Field Engineer and Project management, address field questions, manage CO and Pay request documentation
 - **North Marina Improvements** - Field Engineer and Project management, address field questions, manage CO and Pay request documentation
- **UDOT**
 - **7800 South PED Bridge** - Field Engineer and Project management, address field questions, manage CO and Pay request documentation
 - **Burmester Road** - Field Engineer and Project field questions, manage CO and Pay request documentation

Firm Members

Tim Biel, MS, PE will oversee **Quality Assurance** for all work completed for Weber County. Tim will be made 5% available. He will be in charge of ensuring quality in all aspects of project completion. Tim is CMT's Technical Services Director and has worked in quality assurance engineering for over 20 years. Tim has been with CMT since 2008 and worked with UDOT for 15 years prior to coming to CMT.



Kevin Biel, EIT (Construction Management) will serve as Project Engineer for work completed for Weber County. Kevin will support project coordination, review testing and inspection documentation, assist with technical decisions, and help ensure that field and laboratory services are completed in accordance with the project requirements. Kevin has been with CMT since 2019 and has experience managing quality control, owner verification, and construction materials testing services for municipal, roadway, utility, and horizontal construction projects throughout Utah. Kevin will be made 20% available for this work.



Mike Withers, PLS is CMT's **Survey Manager**. Mike and his survey personnel are expected to perform up to 5% of the construction management services for Weber County projects. He will oversee and manage all survey and right-of-way tasks for any Weber County projects. He is experienced in traditional and cutting-edge survey methods. We survey our projects with traditional total station procedures as well as with GPS and drone methods. Our survey staff includes four survey crews and three certified drone pilots.



Mike's specialty is deed and boundary research, and the extensive research required for ALTA preparation. He managed the following recent survey projects:

- SR-201; 9450 West to 5600 W. Project.
- US-89 and SR-1166 Mount Pleasant Project.
- Lehi 2300 W. project.
- SR-193 Pre-Construction Survey project.
- Tooele Droubay Road Construction
- UDOT 11400 South Roadway improvement project.
- Gooseberry Roadway Improvements project.

Belinda Torres is CMT's West Valley City **Laboratory Manager**. Belinda and the lab staff are expected to perform up to 5% of the construction management services for Weber County projects. She has over 20 years' experience and joined CMT in 2013. She is experienced in numerous facets of materials testing and specialty lab services.

Belinda oversees all laboratory work in this lab and ensures quality and reviews for all projects.



Dale Monson is CMT's proposed **Construction Inspector**. Dale will provide construction inspection services for this construction management effort, bringing hands-on experience in field inspection, materials testing, and construction documentation for roadway, airport, municipal, and UDOT projects. He offers strong capability in soils, aggregates, concrete, and asphalt field testing, with experience obtaining field samples, documenting test results accurately, and coordinating inspection activities with contractors, project managers, and public-agency staff.

Dale is UDOT CEMT certified and holds key credentials including WAQTC Concrete, ACI Concrete Field Testing Grade 1, OSHA 10, Nuclear Gauge Safety & Operations, and UDOT certifications for traffic control/environmental supervision, ADA pedestrian ramp & signal inspection, guardrail/crash cushion inspection, and UDOT Level IV inspection. His representative project experience includes construction inspection for Cottonwood Heights projects including Prospector and Towne Drive and Steffensen Drive Reconstruction; Salt Lake City Airport inspection support; American Fork's 200 South Intermodal Roadway Improvements, Phase I; North Salt Lake's Orchard Drive Improvements; Saratoga Springs projects including Foothill Boulevard, South Marina Improvements, Amanda Lane Trail, and North Marina Improvements; and UDOT projects including 7800 South Pedestrian Bridge and Burmeister Road.

| 3. PROJECT APPROACH

INTERNAL COST CONTROLS

The key to good budget control are **close communication, scheduling, and timely notice**. Cost controls are administered by the Project Manager, Marco Palacios.

CMT requires project managers to educate all project personnel regarding project budgets at the beginning of each project. This encourages personnel to feel ownership in the project and understand budgetary constraints. Project managers are also required to review project budgets weekly and compare budgets to work completed. CMT is committed to maintaining the highest possible level of service with minimum costs. This can be achieved with cooperation from the Project Team.

QUALITY CONTROL

Our processes include a proactive approach to quality control. Our project team includes a Regulatory Compliance and Quality Assurance Manager, **Tim Biel, MS, PE**. Tim is an experienced engineer who excels in a team environment. He has over 30 years of experience in municipal engineering and quality control. Tim will work as an **independent reviewer on Weber County projects** to ensure the quality of data and reports, and compliance of industry standards.

CMT prioritizes the maintenance of **consistent and reliable** standards across all engineering, inspection, and testing endeavors as outlined in our Quality Management Program.

Continuous improvement lies at the core of our approach, with ongoing monitoring conducted through regular reviews, audits, and assessments. Key components of our Quality Management Program include:

- Establishing clear lines of responsibility
- Cultivating a skilled team
- Maintaining calibrated equipment
- Defining operational methodologies
- Comprehensive documentation of activities

Through these measures, we uphold our commitment to delivering consistent, high-quality outcomes in all aspects of our work.

METHODOLOGIES AND CLIENT CENTRIC APPROACH FOR MUNICIPAL PROJECTS

CMT employs a comprehensive set of methodologies tailored to **efficiently manage** municipal public infrastructure projects. The firm's emphasis on certification/training, information management, quality control, budgets, and schedules underscore its commitment to delivering projects quickly, reliably, and accurately.

Key to CMT's approach is its well-defined Project Management system. This structure ensures effective communication, coordination, and oversight throughout the project.

Using technology, CMT maximizes time and cost efficiency. Crucially, CMT's ultimate goal is to **integrate seamlessly with Weber County's team**, providing timely and accurate data to facilitate informed decision-making. This commitment, coupled with our robust methodologies, positions the firm to secure additional resources if necessary to meet client needs and execute assigned work promptly.

In summary, CMT possesses a **proven track record** of effectively managing infrastructure projects, leveraging its expertise in certification / training, information management, quality control, budgets, and schedules. Through its comprehensive Project Management system and embrace of technology, the firm ensures efficient project delivery while remaining adaptable to client requirements and resource needs.

CRITICAL ISSUE IDENTIFICATION

Included in our initial project meetings with Weber County and our internal project kickoff meetings, we will identify and discuss any potential critical issues. Critical issues include any aspects of the project which could result in negative impacts on quality, schedule, budget, project milestones, or construction efforts. These issues are discussed in each project meeting to ensure that proper efforts are employed to solve or mitigate these issues.

The Critical Issue Process requires project personnel to become familiar with the potential issues identified. This enables us to keep potential solutions in mind as the project progresses, particularly in the early stages.

INTERNAL AUDIT

Data integrity is extremely important for establishing an ongoing and permanent record documenting the quality of the Project. CMT's Regulatory Compliance and Quality Assurance Manager, Tim Biel, performs **continuous internal audits and conducts document previews** for completeness and accuracy prior to distribution. In addition, we will monitor costs and progress

through internal accounting audits to ensure costs are tracking with the overall budget of the Project. Accounting will provide weekly reports to CMT's Project Manager for review and approval. Our internal audit allows us to plan for and budget appropriately to minimize any unnecessary costs.

TEAM COMMUNICATION

Communication is a key focus for CMT. Our team members use Microsoft Teams to communicate. Using Microsoft Teams, the project manager communicates pertinent project data, including all tasks, man-hours, and scheduling deadlines, to the project staff, consisting of office and field personnel. All project information is gathered and kept in Teams where all personnel can access important data. This enables **consistent communication and collaboration**, thus keeping everyone together. The scope of work, project goals, budgets, and deadlines are all kept in Teams. All project staff have Teams on their laptops and their smartphones, thus enabling quick access to information and other project staff at all times, whether in the field or office.

PRIVATE PROPERTY ACCESS

Access to private property will be handled carefully and professionally by CMT. Prior to entering any private property, CMT personnel will coordinate access needs with Weber County and confirm the purpose, location, and expected duration of the work. CMT will not enter private property without proper authorization, and field staff will make reasonable efforts to respect property owners, minimize disturbance, and limit access only to the areas necessary to complete the required testing, inspection, verification, or documentation. When private property access is required, CMT will rely on Weber County to provide direction regarding right-of-entry requirements, owner notifications, easements, access agreements, or any other County-required procedures. CMT's role will be to communicate anticipated access needs in advance, follow County-approved access protocols, document field activities as needed, and immediately notify the County of any access issues, owner concerns, denied entry, or changed site conditions encountered in the field.

| 6. REFERENCES

AGENCY CONTACT	PROJECT	PHONE	EMAIL
American Fork City Ben Hunter City Engineer	200 S Multi-Modal Improvements	801-854-5930	bhunter@americanfork.gov
Cottonwood Heights City Matt Schipp City Engineer	Prospector Drive & Steffensen Drive Area Roadway Improvements	801-944-7090	mshipp@ch.utah.gov
Salt Lake City Streets John Coyle R/W Manager	Three Creeks West Roadway &	801-870-3617	john.coyle@slcgov.com

	Trailway Improvements		
Confederated Tribes of the Goshute Mary Freeman Transportation Planning Coordinator	GOIR Consolidated No. 3 Roadway & Parking Lot Design Services	435-234-1138	mary.freeman@ctgr.us
City of Saratoga Springs Chris Klingel Assistant Public Works Director	Amanda Lane Trail Construction, North Marina Improvements, Foothill Blvd	385-335-0237	cklingel@saratogasprings-ut.gov

**ATTACHMENT A
RESPONDENT QUESTIONNAIRE**

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

Respondent Name: CMT Technical Services

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

Address: 2796 S Redwood Road

City: West Valley City State: UT Zip Code: 84119

Telephone No: 801-908-5859 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: Marco Palacios

Address: 2796 S Redwood Road

City: West Valley City State: UT Zip Code: 84119

Telephone No: 435-770-8070 (Cell) ~~Fax No:~~ 801-562-2521 (Office)

Email: marco.palacios@cmttechnicalservices.com

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

a. Name: Ben Hunter, City Engineer, American Fork City

Address: 275 200 N

City: American Fork State: UT Zip Code: 84003

Telephone No: 801-854-5930 Fax No: _____

Email: bhunter@americanfork.gov

b. Name: Matt Schipp, City Engineer, Cottonwood Heights City

Address: 6579 S 3000 E

City: Cottonwood Heights State: UT Zip Code: 84121

Telephone No: 801-944-7090 Fax No: _____

Email: mschipp@ch.utah.gov

c. Name: Chris Klingel, Assistant Public Works Director, Saratoga Springs City

Address: 213 N 900 E

City: Saratoga Springs State: UT Zip Code: 84045

Telephone No: 385-335-0237 Fax No: _____

Email: cklingel@saratogasprings-ut.gov

ATTACHMENT B
COST PROPOSAL
CONSTRUCTION MANAGEMENT SERVICES, 2550 SOUTH
SOLICITAION # 26-166

Cost is to be submitted based on the following:

Bidder Name: CMT Technical Services

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>Marco Palacios</u>	Title: <u>CM Engineer</u>	\$ <u>165</u>	/hour	<u>30</u>	%
Name: <u>Dale Monson</u>	Title: <u>Inspector/RPR</u>	\$ <u>125</u>	/hour	<u>50</u>	%
Name: <u>Kevin Biel</u>	Title: <u>CM Engineer</u>	\$ <u>155</u>	/hour	<u>10</u>	%
Name: <u>Tim Biel</u>	Title: <u>Internal QA</u>	\$ <u>210</u>	/hour	<u>5</u>	%
Name: <u>Belinda Torres</u>	Title: <u>Lab Manager</u>	\$ <u>145</u>	/hour	<u>5</u>	%
Name: <u>Mike Withers</u>	Title: <u>Survey Manager</u>	\$ <u>145</u>	/hour		%

Total Average \$/hour \$157.5

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

Expense: <u>Trip Fee - Daily</u>	\$ <u>\$25</u>
Expense: <u>Report Fee - Daily</u>	\$ <u>\$25</u>
Expense: _____	\$ _____
Expense: _____	\$ _____

(Any deviation from this format may result in disqualification of proposal)

2550 South Phase 1 CM Budget Summary

QA MATERIALS TESTING

Description	Qty	Rate	Units	Total
Belinda Torres	0.00	\$145.00	RtHr	\$0.00
QA Materials Field & Lab Testing	1.00	\$10,000.00	LS	\$10,000.00
Subtotal for QA MATERIALS TESTING				\$10,000.00

Assumptions: • Assumes QA Materials Field & Lab Testing

CONSTRUCTION MANAGEMENT

Description	Qty	Rate	Units	Total
Kevin Biel	50.00	\$155.00		\$7,750.00
Marco Palacios	180.00	\$155.00	RtHr	\$27,900.00
Tim Biel	15.00	\$210.00	RtHr	\$3,150.00
Subtotal for CONSTRUCTION MANAGEMENT				\$38,800.00

Assumptions: • Assumes 12 week construction schedule
• Assumes 15 hours per week of engineering oversight
• Assumes 1 hour per week of Quality Assurance oversight

INSPECTION

Description	Qty	Rate	Units	Total
Level IV Construction Inspector - Dale Monson RPR	400.00	\$125.00	RtHr	\$50,000.00
Level IV Construction Inspector - Dale Monson (OT)	120.00	\$187.50	RtHr	\$22,500.00
Subtotal for INSPECTION				\$72,500.00

Assumptions: • Assumes full-time inspection for 10 weeks
• Assumes 10 hours per day
• Assumes OT after 40 hours per week
• Assumes one daily trip fee and report fee

Project Total for 2550 South Phase 1 CM \$121,300.00

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged after 8 hours ,before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small concrete placements etc.



MARCO A. PALACIOS, P.E.

PROJECT | FIELD ENGINEER

AREAS OF EXPERTISE

- Roadway Design & Construction Management

REPRESENTATIVE EXPERIENCE

Roadway Design and Construction Management – Project Manager, Design Engineer, Field Engineer, and/or Construction Management for the following UDOT and Local Government projects.

Utah Department of Transportation (UDOT)

- Midway Interchange – Concept Design. Lead Designer
- Mountain View Corridor, SR-73 to Redwood Rd: Field Engineer - address field questions, manage CO and Pay request documentation
- F-2057(1)0: SR-178 & SR-198, I-15 Samtaquin TO MP 6.4; Field Engineer - address field questions, manage CO and Pay request documentation
- F-0006(227)123: US-6 MP 123 TO Utah Co Line: Field Engineer - address field questions, manage CO and Pay request documentation
- F-0006(223)178: US-6 & Powerhouse Rd., Spanish Fork – Project and Field Engineer - address field questions, manage CO and Pay request documentation

Local Government

- Saratoga Springs:
 1. Foothill Blvd - Field Engineer and Project management – address field questions, manage CO and Pay request documentation
 2. South Marina Improvements - Field Engineer and Project management, address field questions, manage CO and Pay request documentation
- Highland City: Mountain Ridge Park – Project Management
- Cottonwood Heights: Prospector and Towne Dr. Project Management - addressing field questions, manage CO and Pay request documentation.
- Salt Lake City Airport – Manage crew of inspectors and technicians
- American Fork – 200 South Intermodal Roadway Improvements, Phase I – Support to City with Project Management and Document Management of Submittals, CO's and Pay Requests.
- American Fork 200 South Phase 1 Construction Management
- Towne & Prospector Drive Improvements – Cottonwood Heights, Utah
- Old Highway Road, Trapper's Loop – Morgan, Utah

CONTACT INFORMATION



EDUCATION

B.S. Civil Engineering
University of Utah, 1989

REGISTRATIONS

Professional Engineer
#178790-2202

SKILLS

Bilingual: Spanish speaking & Writing
Masterworks
Bentley Projectwise
Bentley Microstation
CAD
Inroads



www.cmttechnicalservices.com

Arizona • Colorado • Idaho • Texas • Utah



DALE MONSON

CONSTRUCTION INSPECTOR

CONTACT INFORMATION

EDUCATION

High School

CERTIFICATIONS

WAQTC Concrete

ACI Concrete Field Testing

Grade 1

SRDTT

UDOT Level IV Inspector

SKILLS

Soils Field Testing

Aggregate Sampling

Concrete Testing

Bituminous Mixture Testing

Construction Inspection

Field Reporting

AREAS OF EXPERTISE

- Construction Inspection
- Soils, Aggregate, Concrete, and Bituminous Mixture Field Testing

PROFILE

Dale Monson joined CMT on September 8, 2021, as a materials field-testing technician. Dale's responsibilities at CMT include field testing of soils, aggregates, concrete, and bituminous mixture; obtaining field samples; reporting results accurately and neatly; and performing construction inspection as required.

REPRESENTATIVE EXPERIENCE

Construction Inspection – Construction inspector and materials field-testing technician for the following UDOT and local government projects.

Local Government

- **Cottonwood Heights:**
 - Prospector and Towne Drive – Construction inspection
 - Steffensen Drive Reconstruction – Construction inspection
- Salt Lake City Airport – Construction inspection; managed/assisted crews of inspectors and technicians
- **American Fork:**
 - 200 South Intermodal Roadway Improvements, Phase I – Construction inspection
- **North Salt Lake:**
 - Orchard Drive Improvements – Construction inspection
- **City of Saratoga Springs:**
 - Foothill Blvd – Construction inspection
 - South Marina Improvements – Construction inspection
 - Amanda Lane Trail – Construction inspection
 - North Marina Improvements – Construction inspection

Utah Department of Transportation (UDOT)

- 7800 South PED Bridge – Construction inspection
- Burmester Road – Construction inspection





TIM BIEL, M.S., P.E.

PAVEMENT DESIGN | QUALITY ASSURANCE |
CONSTRUCTION OVERSIGHT

CONTACT INFORMATION



EDUCATION

M.S. Civil Engineering, U of U
B.S. Civil Engineering, University
of Illinois

LICENSES

State of Utah P.E. #320546
State of Wyoming P.E. #13034
State of Nevada P.E. #21269

AFFILIATIONS

- Rocky Mountain Asphalt Users/Producers Group
- American Concrete Institute – Intermountain Chapter Board Member
- American Public Works Association - Utah Chapter Specification Committee
- Utah Asphalt Paving Association Technical Committee



AREAS OF EXPERTISE

- Pavement Design, Management and Rehabilitation
- Materials Performance and Quality Assurance
- Materials Forensics and Expert Witness

PROFILE

Mr. Tim Biel is a pavement and materials expert with over 30 years of experience in construction and materials fields. Tim is a registered Professional Engineer and is currently Director of Technical Services for CMT where he is responsible for the overall technical management and coordination of the company. Tim has over 20 years of direct experience with QC/QA concepts on small projects through large Design Build projects, including functioning as IA Manager for the original I-15 Design Build project in Salt Lake County, Quality Control Manager for the I-15 HOT Lanes project in Davis County and Materials Oversight for the recently completed US-89 Reconstruction in Davis County.

REPRESENTATIVE EXPERIENCE

Tim is regularly involved in the quality assurance oversight of multiple smaller projects for local municipalities and is regularly consulted by local materials suppliers regarding trouble-shooting materials variability. Responsibilities have included constructability reviews, construction oversight and project management. Tim has an extensive knowledge of pavement design practices and construction materials specific to Utah and is well practiced and knowledgeable in the following:

- NRMCA Certified Ready Mix Plant Inspector – 12 years (Current)
- UDOT HMA QMP 514 Hot Mix Plant Inspector – 10 years (Current)
- Chairman of WAQTC Executive Committee – 3 years
- AASHTO, ASTM and Utah APWA Specifications Related to Construction Materials
- ACI Code and Commentary for Concrete Materials design and construction
- Portland Cement Concrete Design and Pavement Evaluation
- ASTM and ACI Specifications Related to Mass Concrete and Thermal Management
- Statistical Evaluation and Comparison of Data

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KEVIN BIEL, EIT

PROJECT ENGINEER

AREAS OF EXPERTISE

- Construction management support for municipal and heavy civil infrastructure projects
- Roadway earthwork, aggregate base, asphalt paving, and concrete placement inspection
- Utility construction inspection and coordination
- Construction materials testing, troubleshooting, and quality control
- QC/QA program implementation and documentation
- Contractor, subcontractor, and agency coordination
- Field oversight, issue resolution, and daily reporting
- Pay requests, change orders, and submittal processing

REPRESENTATIVE EXPERIENCE

- Contract preparation, gathering technical specifications, meeting with client to discuss scope of work, creating bid schedule and bid documents, bid opening meetings, bid processing.
- QC/QA project management, ran pre-bid meetings, attended weekly progress meetings, processed submittals, change order and pay request management), proposal for work writing.

RECENT REPRESENTATIVE EXPERIENCE

- Hyrum Spillway Replacement – September 2025 to Present
- Taxiways U & V Construction – August 2025 to Present
- Dugway Waterline – August 2025 to November 2025
- Lake Park Parking Lot Reconstruction – May 2025 to September 2025
- Logan Regional Hospital Parking Lot Reconstruction – April 2025 to August 2025

CONTACT INFORMATION



EDUCATION

B.S. Civil Engineering
University of Utah; 2020 -2023

B.S. Engineering Civil Focus
Calvin University; 2018 - 2020





BELINDA TORRES

LABORATORY MANAGER

CONTACT INFORMATION



EDUCATION

- DoD Visual Information Documentation School
- U.S.A.F. NCO Academy
- U.S.A.F. Leadership School
- DoD Defense Mapping Agency's Geodetic Survey School
- U.S.A.F. Basic Training

CERTIFICATIONS

- WAQTC Concrete Strength (CSTT)
- WAQTC Laboratory
- ACI Aggregate Testing Tech
- ACI Aggregate Base
- ACI Concrete Lab Testing Tech
- ACI Concrete Strength Testing Tech



AREAS OF EXPERTISE

- Quality Control/Quality Assurance Laboratory Testing Expertise
- Material Assessment & Classification
- Knowledge of UDOT/FAA Knowledge and expertise in ARML, AASHTO specifications

PROFILE

Belinda is a dedicated professional with an extensive background in the testing and inspection industry. With a career spanning nearly two decades, Belinda began working at CMT in 2013 as an essential laboratory specialist. Her experience and knowledge of materials provides CMT and its clients the expertise in performing laboratory tests on concrete, asphalt, and soils and ensures they are analyzed in accordance with the appropriate specifications specific to that project.

Belinda provided portable laboratories on site of the project following projects at CMT: highway project in Jamaica, Cannon Air Force Base in New Mexico, and other remote road projects in Utah. It was her responsibility to ensure the laboratory tests are conducted in the same manner as they would be at the central laboratory in West Valley, Utah.

Belinda now oversees the primary laboratory in West Valley where construction materials are rigorously tested for durability, strength, and safety. Her team of technicians, engineers, and quality control experts work closely with her to ensure that only the finest materials are used in our tests.

REPRESENTATIVE EXPERIENCE

- Salt Lake International Airport – Redevelopment Project
- Hill Air Force Base (HAFB) Project
- UTA Front Runner North & South
- UDOT Riverdale Road
- Brigham City Airport
- Grand Loop – Yellowstone
- 2700 North- Farr West
- Traverse Mountain – Draper
- Highway 212 – Beartooth Montana
- Cannon Air Force Base – Clovis, NM
- North-South Highway Project – Jamaica
- Nellis Air Force Base



MICHAEL WITHERS, PLS

SURVEY DIVISION MANAGER | SURVEYOR | DRONE PILOT

AREAS OF EXPERTISE

- Surveying
- Construction Staking

PROFILE

Mr. Withers is steeped in a family of land surveyors and has over 19 years of across-the-board experience. He is licensed in Utah, Oklahoma and Washington as a Professional Land Surveyor. Mr. Withers has performed numerous right-of-way and corridor surveys during his career, as well as numerous ALTA/ACSM property surveys, boundary surveys and topographic surveys. Mr. Withers continues to include all manner of boundary surveying as a large part of his expertise. He has kept himself up-to-date on current survey methods and case law by attending seminars and presentations from other land surveyors and attorneys. Office responsibilities include survey computations, parcel research, preparation of easement descriptions, vesting documents and AutoCAD drafting of survey plats. In February of 2011, Mr. Withers was elected president of the Salt Lake Chapter of Utah Council of Land Surveyors by his peers. He also sits on the Legislative committee, the Standards and Ethics Committee and the Public Relations Committee. With Mr. Withers' years of experience, he can offer with confidence a grounded knowledge of project management, design support, surveying, mapping, right-of-way and construction.

RELATED EXPERIENCE

Pacific Corp: Mona-Oquirrh Transmission Project

(97 miles of 500/345 kV T-Line in Utah) Responsibilities included staking structure locations with offsets, tower legs, project right-of-way and as-built surveying of site pads, towers and line crossings. Located in the mountains of northern Utah necessitated the need for hiking and helicoptering in and out of sites.

Pacific Corp: Terminal Substation Expansion

Responsibilities included staking concrete foundations for transformers, breakers and bus work.

Badger Coulee 345 Kv Transmission Line Project

(180 miles of 345 kV T-Line) Responsibilities included staking structure locations with offsets, project right-of-way location, deed preparation and Right of Way acquisition.

CONTACT INFORMATION



EDUCATION

A.A.S Surveying Technology
Salt Lake Community College

LICENSES

Professional Land Surveyor:

Utah LS# 7377758
Washington LS# 54744
Oklahoma LS# 1865

Professional Drone Pilot:

UAS Cert # 4301972



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SURVEY DIVISION MANAGER | SURVEYOR | DRONE PILOT

Southern California Edison: Devers To Palo Verde No.2

(154 miles of 500 kV T-Line) Responsibilities included staking structure locations with offsets, tower legs, project right-of-way, wire pull sites and helicopter landing zones. The Devers to Palo Verde No. 2 (DPV2) project primarily consisted of the construction of a new substation and a high-voltage transmission line in an existing transmission corridor. DPV2 included over 560 lattice towers over varying terrain including mountains requiring helicopter access.

Oklahoma Gas And Electric: Woodward To Border

(190 miles of 230 kV T-Line) Surveying support of 345 kV transmission project in western Oklahoma. Responsibilities included staking structure locations with offsets, project right-of-way, wire pull sites and exhibit preparation.

McKenzie Electric Cooperative System Expansion

The McKenzie Electric Cooperative is headquartered in Watford City, North Dakota. This small rural co-op found itself in the middle of the oil boom and needed an immediate system upgrade. Responsibilities included designing and staking overhead and underground electrical distribution lines to service the rapidly expanding oil boom in northwest North Dakota. Mr. Withers worked closely with the client, land owners, and the oil producers to secure rights-of-way and produce the documentation required by McKenzie Electric to construct their new electric distribution lines. Surveys of the area were also needed to produce legal exhibits and descriptions for the new substations and transmission lines that were staked for construction.

Exhibit C
Consultant's Updated Budget Summary Estimate

9/16/2026

Project : 2550 South Phase 1 CM - 26814



Kevin Biel

2550 South Phase 1 CM - 26814 Budget Summary

QA MATERIALS TESTING

Description	Qty	Rate	Units	Total
Belinda Torres	0.00	\$145.00	RtHr	\$0.00
QA Materials Field & Lab Testing	1.00	\$20,000.00	LS	\$20,000.00
Subtotal for QA MATERIALS TESTING				\$20,000.00

- Assumptions:**
- Assumes QA Materials Field & Lab Testing
 - Lump sum pricing estimate is subject to change (unit rates can be provided upon request)
 - Based on QA projects of similar magnitude

INSPECTION

Description	Qty	Rate	Units	Total
Construction Inspector	960.00	\$125.00	RtHr	\$120,000.00
Construction Inspector - (OT)	240.00	\$187.50	RtHr	\$45,000.00
Subtotal for INSPECTION				\$165,000.00

- Assumptions:**
- Assumes full-time inspection for 24 weeks
 - Assumes 10 hours per day
 - Assumes OT after 40 hours per week
 - Assumes one daily trip fee and report fee

CONSTRUCTION MANAGEMENT

Description	Qty	Rate	Units	Total
Kevin Biel	24.00	\$155.00	RtHr	\$3,720.00
Marco Palacios	440.00	\$155.00	RtHr	\$68,200.00
Tim Biel	18.00	\$210.00	RtHr	\$3,780.00
Subtotal for CONSTRUCTION MANAGEMENT				\$75,700.00

- Assumptions:**
- Assumes 24 week construction schedule
 - Assumes 15 hours per week of engineering oversight
 - Assumes 40 additional hours of engineering oversight for project setup and closeout
 - Assumes 1 hour per week of Quality Assurance oversight

Project Total for 2550 South Phase 1 CM - 26814	\$260,700.00
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** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged after 8 hours ,before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small concrete placements etc.

EXHIBIT A1

Scope of Services

QA MATERIALS TESTING

Field Quality Assurance

- QA inspection processes and testing frequency will match latest APWA specifications

INSPECTION

CMT will provide on-site inspection using qualified, experienced inspectors with relevant municipal and roadway experience. Our inspectors will observe and document daily contractor activities, verify work is performed in accordance with plans and specifications, and coordinate required sampling and testing. They will identify, measure, and track installed items and maintain independent quantity documentation. Prior to each pay request, they will coordinate with the Contractor to reconcile and concur on pay quantities.

CONSTRUCTION MANAGEMENT

Our project engineers provide construction management support on municipal and heavy civil projects, with experience spanning earthwork, aggregate base, asphalt, concrete, utilities, and related improvements. They coordinate field staff and subcontract support, communicate directly with contractors and agency representatives, and help keep work aligned with plans, specs, and schedules. They handle day-to-day field oversight, documentation, and issue resolution to keep projects moving safely and efficiently. They also process project submittals, pay requests, and change orders to support timely, accurate project administration.

Our Quality Assurance oversight includes senior leadership attending weekly project meetings and providing hands-on review of construction management activities. This added layer of supervision verifies field decisions, documentation, and pay items for accuracy and compliance, and helps resolve issues early so work stays aligned with plans, specifications, and client expectations.

As each project is unique, the exact amount of management and administrative time invested in each project is difficult to predict. However, we believe the included amount is sufficient to provide high-quality quality assurance services on this project. As this is a time-and-expense contract, you will only be invoiced for the actual time incurred on your project within the amount included in the fee estimate. If the anticipated amount is inadequate to complete our described scope of service, we will contact you for additional authorization, as well as an explanation of the expended charges.