

TRANSPORTATION AND LAND USE CONNECTION CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE:

-
1. **CONTRACTING PARTIES:** This agreement (“Agreement”) is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as “CONSULTANT.” THE LOCAL GOVERNMENT is in agreement with the CONSULTANT’S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name: Kimley Horn
Address: 111 East Broadway, Suite 600
Phone Number: 385-881-6522
Fed ID No: 56-0885615

2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the Western Weber Active Transportation Plan project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on 11/30/2023 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

WASATCH FRONT REGIONAL COUNCIL

By: _____

By: _____

Date: _____

Date: _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

CONSULTANT PRINCIPAL

CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

Date

Andrew Gruber, Executive Director
Wasatch Front Regional Council

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Christy Dahlberg, christy@wfr.org.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$150,000.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Christy Dahlberg, christy@wfrc.org. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, the Transportation and Land Use Connection Program. Final products must include the program logo.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to

satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials, said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall defend, indemnify and save harmless the WFRC, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortious or negligent acts, errors, or omissions of CONSULTANT, its agents, officers and employees.

The WFRC shall defend, indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the



sole tortious or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute Consultant. Where the Title VI APPENDICES A in the remainder of this section use the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's



obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT B

Scope of Work and Services

1. BACKGROUND

Kimley-Horn in collaboration with Township + Range will support Wasatch Front Regional Council (WFRC), Weber County, Hooper, Marriott-Slaterville, Plain City, Roy, and West Haven to prepare the Western Weber Active Transportation Plan (WWATP). The Project Management Team (PMT) will consist of key representatives from each of participating communities and agencies.

Study area communities desire to promote active transportation by increasing access to non-motorized trail systems. The study area includes several existing rights-of-way on canal systems, power corridors, and existing pathways. The area is also undergoing a surge of population growth, enabling cities to plan for future trail systems as new developments are built.

The WWATP will identify how existing trails can be connected within and between communities and explore how those trails can be used to access shops, restaurants, grocery stores, community centers, employment centers, churches, schools, transit stops, and recreation areas.

Study area communities are within non-motorized commuting distance of several major employment centers, are positioned to connect to the existing paved trails network in Davis County, and the paved and unpaved trails network to the east in the Ogden area.

The WWATP will be destination-focused, enhancing opportunities for commuting, access to commercial areas, and recreation. The recommended ATP network will reduce barriers to participation by minimizing pathways that require pedestrians, cyclists, and equestrians to share space with motorized traffic. Ultimately, the goal is to provide a dedicated non-motorized pathway network accessible to every resident in the area.

The scope of work and associated tasks was developed following a four (4) phased approach:

- Phase 1 – Project Kick-Off and Existing Conditions Analysis
- Phase 2 – Network Visioning
- Phase 3 – Corridor/Route Planning
- Phase 4 – Project Development and Prioritization

2. SCOPE OF WORK

Kimley-Horn's tasks for the WWATP are organized into six (6) tasks:

- Task 1 – Project Management
- Task 2 – Existing Conditions Analysis
- Task 3 – Network Visioning
- Task 4 – Corridor/Route Planning

Task 5 – Project Development and Prioritization

Task 6 – WWATP Report and Agency Presentations

Task 1: Project Management

The purpose of Task 1 is to manage the project according to the agreed upon scope, schedule, and fee. This includes conducting and coordination of the various meetings throughout the life of the project. The following activities and deliverables are to be completed as part of Task 1.

ACTIVITIES

- Develop a draft community engagement plan
- Conduct a kick-off meeting with the WFRC Project Manager (PM) and the Project Management Team (PMT) to discuss the project scope, schedule, goals, study outcomes, and community engagement plan. The PMT team will consist of representatives from each of the participating agencies.
- Prepare for and conduct monthly meetings with the WFRC PM and PMT to review project progress (informal coordination will also occur regularly).
- Prepare a monthly progress report and invoice.

DELIVERABLES

- Project Kick-Off Meeting
- Updated Project Schedule
- Updated Community Engagement Plan
- Monthly Progress Reports and Invoices

Task 2: Existing Conditions Analysis

The purpose of Task 2 is to conduct an existing conditions analysis of the active transportation network and document the results of that analysis. We will document the existing active transportation network and its condition, review previously completed plans and studies, previous active transportation recommendations, gaps in the network, opportunities, and constraints. The following activities and deliverables are to be completed as part of Task 2.

ACTIVITIES

- Review previously completed plans and studies related to active transportation within the study area including previously developed recommendations and their current status.
- Map the existing active transportation network within the study area
- Review historical crash data
- Review current and future demographic data
- Identify key destinations within the study area and in the surrounding areas (Davis County and Ogden)

- Identify gaps, constraints, on opportunities within the existing active transportation network
- Summarize all the analysis into graphical maps and a technical memorandum

DELIVERABLES

- Draft Existing Conditions Analysis Memorandum
- GIS Based Maps and Files of Existing Conditions Analysis Data

Task 3: Network Visioning

The purpose of Task 3 is to perform network visioning exercises in an effort to help the PMT understand the needs and desires of each community for active transportation and potential conflicting interest in an effort to determine a shared vision of what the potential future active transportation network will be. A project website will be developed to help assist these efforts and future tasks related to the project.

Two visioning exercises will be held. The first visioning exercise will be a hybrid community outreach survey and workshop. An in-person workshop will be held at a centralized location. At the workshop, information related to the existing conditions analysis will be presented to the public and then a working session will be held to allow participants the opportunity to identify key destinations and potential locations for future network improvements on study area maps. An online survey will also be distributed to the communities to gather input on identifying key destinations, potential locations for future network improvements, and other items that should be further investigated. An on-line mapping tool will be used to facilitate and gather public input related to specific locations.

The second visioning exercise will be an in-person workshop with the PMT and other key agency stakeholders. Using input from the existing conditions analysis and the community outreach exercise, the agency stakeholders will identify key destinations and potential corridor connections for active transportation.

Both visioning exercises will also seek to establish a set of unique goals for the active transportation network. These goals will also draw from established plans for the area.

The following activities and deliverables are to be completed as part of Task 3.

ACTIVITIES

- Build a project website
- Develop promotional materials for the in-person community outreach workshop
- Develop promotional materials for the virtual community outreach effort
- Develop materials to present the results from Task 2 for both the in-person and virtual community outreach effort
- Prepare online survey and mapping tool for the virtual community outreach effort
- Conduct an in-person community outreach workshop



- Summarize the virtual community outreach feedback for presentation at the in-person stakeholder workshop
- Facilitate an in-person stakeholder workshop
- Identify key destinations and corridors to further investigate
- Identify a set of goals for the active transportation network
- Summarize all the network visioning efforts into a memorandum

DELIVERABLES

- Community Outreach Marketing Materials
- Project Website
- Draft Network Visioning Summary Memorandum

Task 4: Corridor/Route Planning

The purpose of Task 4 is to advance the connections identified in the network visioning task (Task 3) and explore specific corridors and alignments where they can be built. Task 4 will also identify best practices for active transportation, bicycle parking, trail use and maintenance, and any other relevant ordinances. The results of the corridor and route planning process will be summarized into a technical memorandum and distributed to the public for comment.

Task 4 will advance the connections identified by the communities in Task 3 and explore specific corridors and alignments where they can be built. We will identify general approaches to active transportation connections in different community contexts (“network typologies”) – whether retrofitting in built-out older communities, shaping designated walkable town centers, ensuring active transportation is integral to new growth areas, providing pathways and other infrastructure in riparian corridors and open spaces, and respecting agricultural areas while still maintaining and enhancing connectivity. In some cases, there may be alternative alignments that we can evaluate against the identified project goals from Task 3.

Task 4 will also identify the range of best practices for active transportation facilities most appropriate to make the connections identified in Task 3 on the potential corridors and routes. These can be off-street multi-use pathways, on-street pathways, sidewalks, on-street bike lanes, shared roadways, and others. They can be built on existing public streets or highways, can be built as part of river corridors, or could also be integrated into new master-planned developments. We will also look at different ways to cross barriers such as major roadways, the Weber River, the railroad, and large properties.

There are great opportunities in this phase for education as well – we will inform stakeholders and the general public about the benefits and drawbacks of different types of active transportation facilities. Ultimately in this phase, we’ll develop a preferred scenario for a series of routes with recommendations for types of on- and off-street active transportation facilities that would be most appropriate for them.

The following activities and deliverables are to be completed as part of Task 4.

ACTIVITIES



- Candidate corridor identification based on Task 3 results
- Identification of network typologies
- Identification of best practices for each typology
- Potential meetings with individual jurisdictions as well as UDOT Region One to discuss specific corridors and connections
- Evaluation of corridors against project goals
- Draft set of corridors and connections with treatment recommendations
- Summarize all the corridor planning efforts into a memorandum
- Present the corridor planning results to the public for comment

DELIVERABLES

- Meetings with individual local jurisdictions/agencies as needed
- Draft Corridor Planning and Best Practices Memorandum
- Public Open House to present Active Transportation Corridor Concept, Network Typologies, and Best Practices
- Final Corridor Planning and Best Practices Memorandum

Task 5: Project Development and Prioritization

The purpose of Task 5 is to develop and prioritize a project list for each of the stakeholder jurisdictions. Based on the corridor planning (Task 4), a list of detailed projects will be developed with a focus on nonmotorized trail connections between communities and key destinations. Project details will include location, right-of-way needed, facility type, typical design cross sections, and cost estimates.

The following activities and deliverables are to be completed as part of Task 5.

ACTIVITIES

- Develop project list with cost estimates
- Determine project prioritization method
- Prioritize projects
- Map proposed future projects

DELIVERABLES

- GIS Based Maps and Files of Proposed Future Projects

Task 6: WWATP Report and Agency Presentations

The purpose of Task 6 is to summarize all the information and work completed in the previous tasks into a WWATP report that can be presented to study area jurisdictions for review and adoption. The final WWATP report will include summaries of the previous three technical memorandums, priorities project lists, project cost estimates, implementation plan, review of potential funding sources, best practices, and recommended draft ordinances for implementation. The interim report will be presented to each jurisdiction for review prior to being released to the public for comment.

The following activities and deliverables are to be completed as part of Task 6.

ACTIVITIES

- Compile Draft WWATP Report for review by the stakeholder jurisdictions
- Update draft report based on stakeholder jurisdiction’s comments
- Present the draft report to the public for final comments
- Prepare for Final WWATP Report
- Prepare WWATP presentation
- Present WWATP to agencies for adoption

DELIVERABLES

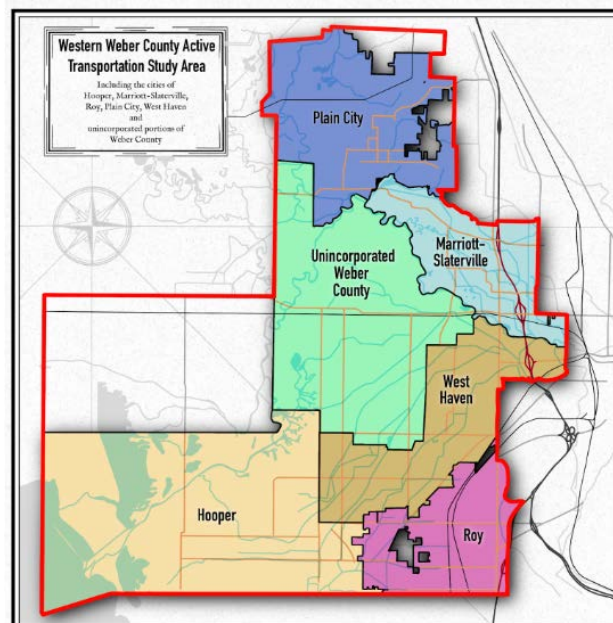
- Draft WWATP Report
- Final WWATP Report
- WWATP Presentation 3.

PROJECT DELIVERABLES

The following is a summary of required deliverables:

- Project Kick-Off Meeting
- Updated Project Schedule
- Updated Community Engagement Plan
- Monthly Progress Reports and Invoices
- Draft Existing Conditions Analysis Memorandum
- GIS Based Maps and Files of Existing Conditions Analysis Data
- Community Outreach Marketing Materials
- Project Website
- Draft Network Visioning Summary Memorandum
- Meetings with individual local jurisdictions/agencies as needed
- Draft Corridor Planning and Best Practices Memorandum







































PROJECT BOUNDARY



WESTERN WEBER ACTIVE TRANSPORTATION PLAN

Schedule

LEGEND: ★ Notice to Proceed  Meetings  Community Engagement Tasks

TASK NAME	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Notice to Proceed	★									
PHASE 1 - PROJECT KICK-OFF AND EXISTING CONDITIONS ANALYSIS										
1.1 - Kick-off Meeting and Team Meetings										
1.2 - Community Outreach Plan										
1.3 - Plan Review and Existing Conditions Analysis										
1.4 - Summary Memo										
PHASE 2 - NETWORK VISIONING										
2.1 - Community Outreach										
2.2 - Jurisdiction Visioning Workshop										
2.3 - Summary Memo										
PHASE 3 - CORRIDOR/ROUTE PLANNING										
3.1 - Identify Corridor Routes and Facility Types										
3.2 - Best Practices										
3.3 - Public Review and Comment										
3.4 - Summary Memo										
PHASE 4 - PROJECT DEVELOPMENT AND PRIORITIZATION										
4.1 - Develop Project List and Cost Estimates										
4.2 - Prioritize Project List										
4.3 - Draft ATP										
4.4 - Agency Review of Draft ATP										
4.5 - Public Review and Comment of Draft ATP										
4.6 - Final ATP										
4.7 - Present ATP to Agencies										
4.8 - ATP Approval										

ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum of **\$150,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Transportation and Land Use Connection Program: **\$138,000**.

Combined Local Governments: **\$12,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by 10/1/2023
- (2) Project / Contract Period: The project / contract will terminate on 11/30/2023 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.

WESTERN WEBER ACTIVE TRANSPORTATION PLAN

Budget

	KIMLEY-HORN	TOWNSHIP + RANGE	TOTAL	%
PHASE 1 - PROJECT KICK-OFF AND EXISTING CONDITIONS ANALYSIS	\$ 12,250	\$ 4,250	\$ 16,500	11.0%
Meetings	\$ 1,500	\$ 1,000		
Community Outreach Plan	\$ 2,750	\$ 250		
Plan Review and Existing Conditions Analysis	\$ 5,750	\$ 2,250		
Summary Memo	\$ 2,250	\$ 750		
PHASE 2 - NETWORK VISIONING	\$ 30,750	\$ 6,250	\$ 37,000	24.7%
Community Outreach	\$ 17,750	\$ 1,500		
Jurisdiction Visioning Workshop	\$ 4,500	\$ 3,500		
Summary Memo	\$ 8,500	\$ 1,250		
PHASE 3 - CORRIDOR/ROUTE PLANNING	\$ 12,250	\$ 17,750	\$ 30,000	20.0%
Identify Corridor Routes and Facility Types	\$ 1,750	\$ 12,000		
Best Practices	\$ 500	\$ 4,250		
Public Review and Comment	\$ 6,000	\$ -		
Summary Memo	\$ 4,000	\$ 1,500		
PHASE 4 - PROJECT DEVELOPMENT AND PRIORITIZATION	\$ 57,250	\$ 9,250	\$ 66,500	44.3%
Develop Project List and Cost Estimates	\$ 19,000	\$ 250		
Prioritize Project List	\$ 7,000	\$ 1,000		
Draft ATP	\$ 13,500	\$ 4,500		
Public Review and Comment	\$ 7,500	\$ -		
Final ATP	\$ 6,000	\$ 2,000		
ATP Presentation and Approval	\$ 4,250	\$ 1,500		
Total	\$ 112,500	\$ 37,500	\$ 150,000	100.0%

ATTACHMENT D1

Local Government Understanding and Agreement

Local Government Information

Local Government: _____
Contact Address: _____
Contact Email: _____

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project’s progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Mayor Beesley

ATTACHMENT D2

Local Government Understanding and Agreement

Local Government Information

Local Government: _____
Contact Address: _____
Contact Email: _____

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

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WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Mayor Vanderwood

ATTACHMENT D3

Local Government Understanding and Agreement

Local Government Information

Local Government: _____
Contact Address: _____
Contact Email: _____

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

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WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Mayor Dandoy

ATTACHMENT D4

Local Government Understanding and Agreement

Local Government Information

Local Government: _____
Contact Address: _____
Contact Email: _____

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WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

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Date

Mayor Van Leeuwen

ATTACHMENT D5

Local Government Understanding and Agreement

Local Government Information

Local Government: _____
Contact Address: _____
Contact Email: _____

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WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Mayor Fowers

ATTACHMENT D6

Local Government Understanding and Agreement

Local Government Information

Local Government: _____
Contact Address: _____
Contact Email: _____

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WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Weber County Commission Chair