

**AGREEMENT
BETWEEN
Wasatch Civil Consulting Engineering, Inc.
AND
WEBER COUNTY
FOR
PROFESSIONAL SERVICES**

Final Design 12th street Segment 4

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2023, by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and Wasatch Civil Consulting Engineering, Inc. (CONSULTANT), a/an Utah corporation authorized to do business in Utah, Taxpayer Identification No. _____.

W I T N E S S E T H:

WHEREAS, COUNTY desires to obtain engineering services for the final design and construction drawings/bid package of Segment 4 of the 12th street project; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting and related services for such final design and bid package; and has been chosen through a competitive process to contract with COUNTY; and

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

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

ARTICLE I

SERVICES OF THE CONSULTANT

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

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

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

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

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

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

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

H. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that COUNTY's actual project costs, financial aspects, economic feasibility or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. Such variations will be resolved by negotiation between the parties and amendment to this agreement, if needed.

I. CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any

contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

ARTICLE II
MANAGEMENT AND COORDINATION

In order that COUNTY may maintain coordination with the content of the studies completed and the services performed as specified by this contract, it is hereby agreed that the services performed by CONSULTANT hereunder shall be coordinated with COUNTY's Representative, who will be either the County Engineer (currently Gary Myers, P.E.) or the County Engineer's designee.

ARTICLE III
SERVICES OF THE COUNTY

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

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

C. COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT's services. CONSULTANT shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in COUNTY-furnished information.

ARTICLE IV

(RESERVED)

ARTICLE V

TIME SCHEDULE

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

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

ARTICLE VI

COMPENSATION

A. Payment to CONSULTANT for its services provided under this contract shall become due upon completion of the same. At the end of each 30-day period during CONSULTANT's performance hereunder, CONSULTANT may request a progress payment based upon work performed and services rendered within that 30-day period. COUNTY shall pay to CONSULTANT the requested payment, if approved, or the undisputed portion thereof

within sixty (60) days of the progress payment request. Final payment shall be made when CONSULTANT has submitted the final work product to COUNTY in a manner consistent with the contract. If COUNTY fails to make a payment within the time specified above, there shall be added to such payment, interest at a rate equal to the percentage rate earned by the County Treasurer on such funds, compounded monthly, commencing on the first day after said payment is due and continuing until payment is made. Interest shall be deemed to be additional to any compensation due CONSULTANT for services provided pursuant to this contract.

B. The payment process described above shall begin only upon submission by CONSULTANT, to COUNTY's Representative, of an invoice or billing signed by the CONSULTANT's Project Manager, including support documents. The invoice or billing may be a hard copy with a wet signature or an electronic document signed digitally (e.g., VeriSign). The invoice or billing shall include an invoice number. Any request for a progress payment shall be denominated as such and shall include the invoice or billing, with support documents, detailing the bill and giving a brief statement of accomplishments and status.

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

COUNTY shall pay CONSULTANT on a time and materials basis with total payment not to exceed \$207,940.00 unless this agreement is amended as specified in Article XI, Section G. The "Cost Estimate" of Exhibit C is approximate, and payment shall be made for actual work completed in accordance with the "Hourly Rate Schedule" of Exhibit B, unless this agreement is amended as specified in Article XI, Section G.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

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

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

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

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

2. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
3. Professional Liability insurance in an amount of not less than \$1,000,000.
4. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.

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

D. CONSULTANT agrees to defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claim, arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damage are caused by or result from the negligent or intentional acts, errors, and/or omissions of the CONSULTANT, its agents, employees, and/or subconsultants. CONSULTANT shall not indemnify for default when the delay is beyond the control and without the fault and negligence of CONSULTANT, including but not restricted to, changes in the scope of work, strikes, availability of materials, acts of God or of the public enemy, acts of COUNTY or its representatives or agents, and acts of any other consultant and/or contractor in the performance of a contract with COUNTY.

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

ARTICLE VIII

REMEDIES

A. Time for Completion. The date of beginning and the time for completion of the specified work are essential conditions of this contract. If CONSULTANT shall fail to comply with the time schedule set forth in Article V and Exhibit D, or any extension of time granted by COUNTY, then CONSULTANT shall be in default, unless the failure is beyond the control and without the fault and negligence of CONSULTANT. If CONSULTANT defaults, then COUNTY shall be entitled to the recovery of direct damages, if any, resulting from the default, in addition to any other remedies granted by this contract.

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

C. Disputes. If CONSULTANT disputes COUNTY's compliance with any term of this contract, CONSULTANT shall present its claim in writing to COUNTY within ten (10) days of learning of the act or condition that created the dispute, or the claim shall be deemed waived by CONSULTANT. Notice of such claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. COUNTY shall consider said claim and render its

decision thereon in writing not later than ten (10) days following the date notice of said claim was received by COUNTY. In the meantime, CONSULTANT shall proceed with the work as directed by COUNTY. If CONSULTANT is aggrieved by the decision of COUNTY upon its claim, CONSULTANT shall nevertheless comply therewith and complete the work required thereunder, and under this agreement. By giving timely notice of its claim according to this paragraph, CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason to terminate or delay the work required under this agreement.

ARTICLE IX

CHANGES

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

ARTICLE X

TERMINATION

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

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

1. Stop work under the contract upon the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not specifically terminated;
3. Transfer to COUNTY, and deliver to COUNTY, work in process, completed work, completed or partially completed plans, drawings, information and other property (including all electronic files and support files) which would be required to be furnished to COUNTY if the contract had been completed;
4. Terminate all orders and subcontracts to the extent that they relate to performance of work terminated by the Notice of Termination;
5. Assign to COUNTY, in the manner, at the times, and to the extent directed by COUNTY, all of the right, title, and interest of CONSULTANT in any orders and

subcontracts so terminated, in which case COUNTY shall have a right, in its discretion, to settle and pay any or all claims arising out of the termination of such orders and subcontracts;

6. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval and ratification of COUNTY to the extent CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

C. After receipt of a written Notice of Termination, CONSULTANT shall submit to COUNTY its termination claim no later than sixty (60) days after the termination of this contract, unless extensions in writing are granted by COUNTY. Upon failure of CONSULTANT to submit its termination claim within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, due to CONSULTANT by reason of the termination and shall thereupon pay to CONSULTANT the amount so determined.

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

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

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

E. With the exception of work completed prior to receipt of the Notice of Termination, in no event shall all termination claims and payments described herein exceed the value of work left to be completed as of the date of receipt of the Notice of Termination.

ARTICLE XI

MISCELLANEOUS

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

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

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

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

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

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

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

unauthorized by the governing body of the County, or in violation of applicable law."

G. Amendments. Unless otherwise provided for in this agreement, all changes, including any increase or decrease in the amount of CONSULTANT's compensation, time schedule, or scope of services, which are mutually agreed upon by and between COUNTY and CONSULTANT, shall be incorporated in written amendments to this contract and signed by the parties hereto. No alteration or variation in the terms of this agreement shall be valid unless made in writing as required herein.

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

ARTICLE XII

EXHIBITS AND SPECIAL PROVISIONS

A. Exhibits Included:

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

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

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

WEBER COUNTY

By: _____
Commission Chair

Recommended for Approval:

Gary Myers, P.E.
County Engineer

ATTEST:

By: _____

Title: _____

CONSULTANT:
Wasatch Civil Consulting Engineering, Inc.

By: Greg Wall
Title: PRESIDENT

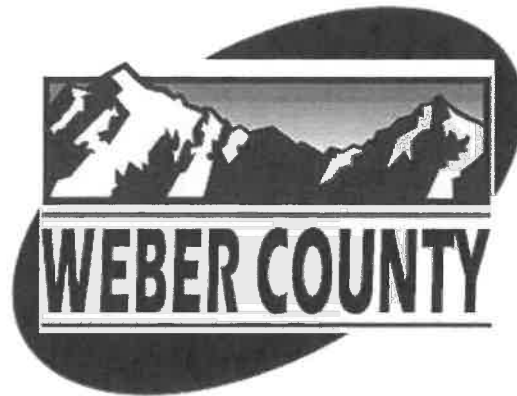
STATE OF UTAH)
 : §
County of Weber)

On this 17 day of March, in the year 2023, before me,
(notary name) Marta Borchert, a notary public, personally appeared,
(signer name) _____, proved on the basis of satisfactory evidence to be
the person(s) whose name is subscribed to this instrument, and acknowledged (s)he executed the
same.

Witness my hand and official seal.
Marta Borchert
NOTARY PUBLIC



Exhibit A



REQUEST FOR PROPOSALS FOR FINAL DESIGN SERVICES SEGMENT 4, 1200 SOUTH

January 27, 2023

Solicitation # 23-025

Due Date: February 10, 2023 by 2:00 p.m.

**WEBER COUNTY
REQUEST FOR PROPOSALS
FOR DESIGN SERVICES ON 1200 SOUTH**

A. NOTICE TO PROFESSIONALS

Weber County Corporation (“County”) is seeking Proposals from qualified and experienced firms and/or teams (“Consultant”) to provide land surveying and final design services on 1200 South (“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 1200 South (aka 12th Street), from 7100 West to approximately 9800 west. The total length of the Project is approximately 3.37 miles.

2. Background

WACOG has awarded Weber County funds for construction to complete segment 4 along 1200 South from 7100 West to 9350 West

Currently, 1200 South from 7100 West to Little Mountain consists of two lanes with minimal shoulders and drainage ditches along most of this stretch. Weber County is expecting substantial industrial growth around Little Mountain with the likelihood of a future industrial park in the north-west region of the county.

3. General Scope

The following is the general scope of work.

a. Segment 4 has 60% conceptual drawings that were used to obtain ROW. The County will provide the survey data and CAD drawings that make up the 60% conceptual drawings.

b. Final Design Services

Consultant shall provide a full complement of professional services to construct the widening of 1200 South from 7100 West to approximately 9800 West. These services shall include, but not necessarily be limited to, those outlined below:

- 1) **Analysis:** Consultant shall review the existing roadway elements, utilize a traffic analysis, and identify any areas of concern.
- 2) **Design Criteria:** The final design shall comply with all current AASHTO design standards, specifications, rules, regulations, and practices.
- 3) **Project Team Meetings:** Local involvement from businesses, utility companies, and canal companies is expected. Several informational meetings and work sessions with County will be

required. For scoping purposes, assume two (2) public informational meetings and five (5) County work sessions.

- 4) ROW Contracts: As part of the ROW acquisition phase, contracts were made with the various land owners. The Consultant shall review and include the agreements made in the acquisition contracts in the final design.
- 5) Site Visits: The Consultant shall plan for an appropriate number of site visits to understand the nature of the Project and to be familiar with the elements of the Project that will require special attention.
- 6) Final Design: Final design may need some additional survey and data compilation to complete final design for construction.

4. Deliverables

- a. Drawings and electronic files containing the following information:
 - 1) Provide location of permanent project benchmarks and traverse points (description, coordinates, and elevations).
 - 2) Provide topographic map plot at a scale of 1 inch=100 feet, depicting all surface features, LEGIBLE text (leadered in if necessary), and 1-foot contour lines indexed at even 5-foot intervals.
 - 3) Provide an AutoCAD file that has 3D break lines, existing ground triangulation network, and contours with elevation. Drawings shall be the most current AutoCAD 3D format with all similar objects separated into specific layers.
 - 4) Provide digital ASCII file of all points in (Point number, Northing, Easting, Elevation, Description) format.
 - 5) Provide ready to construct drawings and bid package.

C. INSTRUCTIONS TO PROPOSERS

1. Project Timetable

The following timetable has been established for this project:

- Closing Date for questions: **February 7th @ 5:00 p.m.**
- Closing Date for Receipt of Proposals: **February 10th @ 2:00 p.m.**
- Interview/oral presentation (if requested): **TBD**
- Approximate Notice of Award: **February 17th**
- Approximate Commencement of Work: **February 28th**
- (Approximate) Completion of Work: **November 2023**

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 and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
 - 3) Oral presentations may be requested by the County from selected proposers.
 - 4) A Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be executed between the County and the selected Consultant.

4. Proposal Submission

- a. Submission will be uploaded electronically through SciQuest.
- 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 SciQuest of any substantive changes in the Proposal requirements.
- B. All questions shall be directed to SciQuest

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, 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 or exceptions taken thereto.
 - 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 should 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. (*see 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
 - 2) Cost Proposal (*Attachment B*)
 - 3) Resumes

7. Evaluation Criteria

Proposals will be based on the following criteria:

- a. **Transmittal Letter (20%)**: Complete information as requested.
- b. **Work Plan and Project Approach (20%)**: This category evaluates the Consultant's: understanding of the project, knowledge of UDOT right of way acquisition process, proposed project schedule, technical approach, and plan for managing the Project.
- c. **Qualifications/Experience (20%)**: 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's not having a team member in the required UDOT pool will be disqualified.
- d. **Key Personnel and Project Team (20%)**: This category deals with the education, training, and experience level of key personnel proposed for this project, as well as previous experience working together as a team.
- e. **Fee Proposal (20%)**: This category will evaluate the Consultant's proposed fees.

8. Oral Presentation/Interview

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

9. Submittal Ownership

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

10. Acceptance of Proposal

- a. Weber County intends to award the project to a single firm. However, Weber County reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all proposals submitted pursuant to this request for proposals. Weber County also reserves the right to divide the project between successful candidates if doing such is to the benefit of Weber County.
- b. The responding party agrees that the County may terminate this procurement procedure at any time and for any reason, and the County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

11. Withdrawal of Proposal

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

12. Proposal Cost

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

13. Reservation of Rights

Weber County reserves rights to:

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

14. Proposal Terms and Conditions

See Attachment C.

**ATTACHMENT A
RESPONDENT QUESTIONNAIRE**

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

Respondent Name: _____

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

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation

Other; list business structure: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

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

a. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

b. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

c. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

ATTACHMENT B

COST PROPOSAL

**FINAL DESIGN SERVICES SEGMENT 4, 1200 SOUTH
SOLICITATION # 23-025**

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.

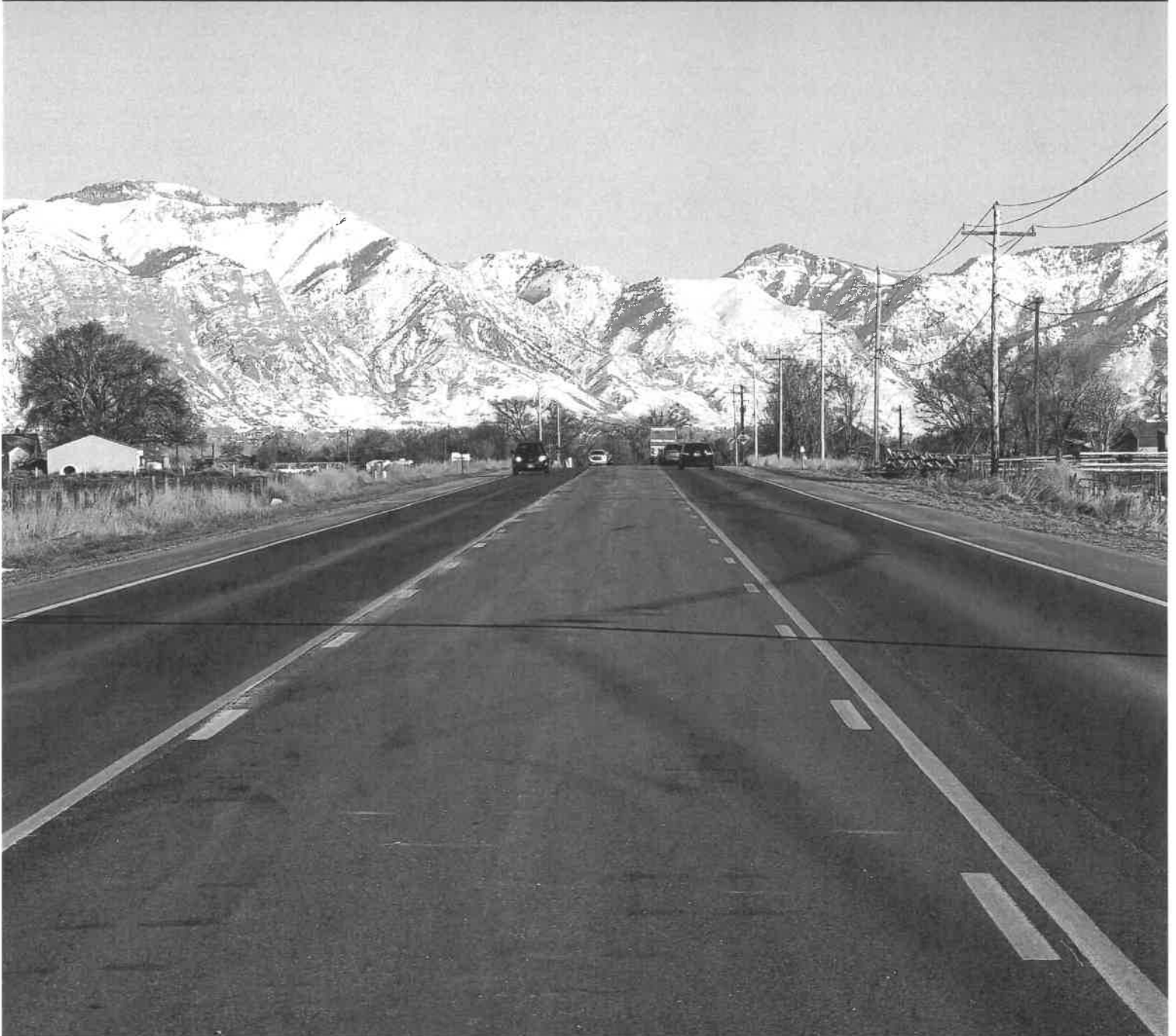
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

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.

WEBER COUNTY CORPORATION SOLICITATION #23-025



**PROPOSAL FOR FINAL DESIGN SERVICES
SEGMENT 4, 1200 SOUTH**

Wasatch Civil Consulting Engineering
1150 Depot Drive, Suite 225, Ogden, Utah 84403
(801) 775-9199
contact@wasatchcivil.com



February 10, 2023

Gary Myers
Weber County Corporation
2380 Washington Blvd., Suite 240
Ogden, UT 84401

Dear Gary Myers,

We are pleased to respond to Weber County's request for Proposals for design services on 1200 South.

Wasatch Civil has extensive experience working on similar projects with local governments throughout northern Utah. Our firm, although small, is local and is qualified to help solve a wide range of complex challenges for the county. Having worked with the county in the past, we look forward to future opportunities to work with the county. We are familiar with the project's challenges and strive to provide solutions that reflect the County's needs.

Wasatch Civil is committed to supporting the county with a successful 1200 South project. If selected, Wasatch Civil intends to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions thereof.

Wasatch Civil does not discriminate in our employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

As president of Wasatch Civil, I am authorized to sign this proposal.

Below are the key contacts that will take calls from the county, regarding the 1200 South project.

Key Contact
Jory Wahlen, PE
President
801-668-7186

First Back-up Contact
John Bjerregaard, PE
Senior Project Engineer
801-628-9575

Second Back-up Contact
Fernando Rivera, PE
Project Engineer
951-704-8059

Included with the proposal is the Respondent Questionnaire (Attachment A) in the appendix.

Jory Wahlen, PE
President, Wasatch Civil Consulting Engineering, Inc.

WORK PLAN AND PROJECT APPROACH



METHODOLOGY

Wasatch Civil recognizes that transitioning a 60% design from a different consultant can be complicated for both the County and the new design group. Wasatch Civil intends to work collaboratively with Weber County to retain as much of the previous design as possible. It is essential that this process includes input from the County and flexibility from the consultant. Wasatch Civil is located in Ogden and is open to establishing regular design meetings to review the project status and address project concerns.

Additionally, Wasatch Civil recognizes that the availability of funds will influence the project scope. As a result, all deliverables will include updated cost estimates to allow the County to focus efforts on the portion of the project that is most likely to be constructed.

Finally, it is essential that the project addresses the concerns from major stakeholders. This will be accomplished with regular meetings with staff and a minimum of two (2) public involvement meetings.

PROCESS & SCHEDULE

The project process and schedule can be defined by three major steps including reviewing plans, updating the design, and preparing the bid package. An outline of these steps and schedule is shown below:

Review 60% Plans (February 28, 2023 to April 30, 2023)

- Anticipated Meetings
 - Kickoff Meeting (Week of February 28, 2023)
 - Public Involvement Meeting (Week of April, 3, 2023)
 - Review Meeting (Week of March 27, 2023)
- Plan Review
 - Update Aerial Imagery
 - Review Utilities
 - ROW Review
- Preliminary Cost Estimate

90% Design Update (May 1, 2023 to July 31, 2023)

- Gather Additional Survey
- Revise Plans
- Public Involvement Meeting (Week of June 19, 2023)
- Update Cost Estimate
- Review Meeting (Week of July 24, 2023)

Prepare Bid Package (August 1, 2023 to September 30, 2023)

- Review Existing APWA Project Specifications and Update as Necessary
- Prepare Bid Form and Measurement and Payment
- Finalize Plans for Bid Package
- Prepare EJCDC Contract Documents
- Final Cost Estimate
- Review Meeting (Week of September 18, 2023)
- Advertise to Bid (September 28, 2023)
- Bid Opening (October 31, 2023)

SPECIFIC EXCLUSIONS

This proposal excludes specifically the following items:

- Geotechnical Report and Geotechnical Engineering
- Construction Staking or Construction Management (These services are not included in this scope of work but can be provided if requested by the owner)
- Right of Way Acquisition
- Design of Weber Basin and West Warren waterlines shall not be designed as part of this project. If required it is assumed that Weber Basin and West Warren will enter into a separate agreement with Wasatch Civil.

ASSUMPTIONS MADE IN PREPARATION OF THE WORK PLAN

In preparation of the work plan the following assumptions are made:

- Weber County will provide the survey data and CAD drawings that make up the 60% of conceptual drawings.
- The 60% Design vertical and horizontal will not require major modifications.
- Unreasonable delays caused by impacts and permits required by the railroad are not the responsibility of the engineer.
- Wasatch Civil will help resolve power, gas, and other utility conflicts but is not responsible for the design of these utilities.
- Wasatch Civil will provide an erosion control plan, but the SWPPP will be the responsibility of the construction contractor.

PROPOSED PROJECT SCHEDULE

The following deliverables are expected as part of the proposed scope of work:

- Digital File of all Survey Points
- Final Construction Drawings in both PDF and CAD formats including:
 - Survey Control Sheet
 - Utility and Demolition Sheets
 - Roadway Plan & Profile Sheets
 - Storm Drain Design Sheets
 - Details
 - Erosion and Sediment Control Sheets
- Final Bid Documents including:
 - Bid Form
 - Measurement and Payment
 - EJCDC Contract Documents
- Final Engineer's Cost Estimate

WORK PLAN AND PROJECT APPROACH



PROPOSED PROJECT SCHEDULE

2023										
	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
REVIEW 60% PLANS										
90% DESIGN UPDATE										
PREPARE BID PACKAGE										

QUALIFICATIONS AND EXPERIENCE



ABOUT US

Wasatch Civil has been in business for 25 years and has focused primarily on providing engineering, design, and surveying services to public agencies such as cities, counties, and special service districts. Wasatch Civil feels responsible for protecting the interests of public agencies and emphasizes quality design services in an efficient and timely manner.

MUNICIPAL ENGINEERING

Our staff has extensive experience providing clients with administrative and technical support for mayors, city councils, administrators, legal councils, public works officials, planners, and other key municipal personnel.

Wasatch Civil has provided municipal engineering for various clients, including Roy City, South Ogden City, Morgan County, Ogden City, Business Depot Ogden, Plain City, Elwood Town, ERDA, and Roy Water Conservancy County for over 25 years.

STAFF

Wasatch Civil has 19 employees, including five licensed engineers, a construction manager, an engineer in training, three surveyors, six drafters, and two administrators.

SERVICES

- **Municipal Engineering**
- **Roadway Design**
- **Preparation of City Standards**
- **Preparation of Bid Documents**
- **Project Cost Estimating**
- **Land Surveying**
- **Construction Staking**
- **Drone Survey and Aerial Imagery**
- **Topographical Survey**
- **Right-of-Way**
- **Property Acquisition Documents**
- **Utility Design**
- **GIS Services and Support**
- **Manage Federally Funded Projects**
- **Project Contract Administration**
- **Grants and Funding Applications**
- **Construction Management**
- **Construction Staking**
- **Sewer System Modeling**
- **Sewer System Design**
- **Lift Station Design**
- **Water System Modeling**
- **Landscape Design**
- **Park Layout and Design**
- **Municipal Code Support**
- **General Planning Support**
- **Plan Review**
- **Development Review**
- **Subdivision Survey**
- **Boundary Survey**
- **Alta Plan Preparation**
- **Master Planning**
- **Capital Facility Planning**

QUALIFICATIONS AND EXPERIENCE



ROY CITY, ROSS OLIVER (801) 774-1099 | Work by Jory and John from WCE

4800 South Roundabout (2016)

Involvement: Design, utility relocation, construction management, and survey

Description: Construction of a new roundabout

SOUTH OGDEN CITY, JON ANDERSEN (801) 622-2702 | Work by Jory, John, and Matt from WCE

Oakwood, Crestwood, And Maplewood Streets Rebuild (2020)

4500 South Reconstruct (2019)

Involvement: Roadway design, drainage design, utility relocation, construction management

Description:

- Construction of detention pond, storm drain piping, and outlet structure.
- \$1.4 million reconstruction of Oakwood, Crestwood, and Maplewood Streets
- \$620,000 Road rebuild

BUSINESS DEPOT OGDEN, AARON AUSTAD (801) 399-9885 | Work by entire WCE team

1050 West Roadway (2019)

Involvement: Roadway design, drainage design, utility relocation, construction management

Description: Construction of 1050 West Roadway

OGDEN CITY, JUSTIN ANDERSON (801) 629-8986 | Work by Jory, John, and Matt from WCE

Skyline Drive Roundabout And Extension (2017)

Involvement: Roadway design, drainage design, utility relocation, construction management

Description: Construction of a new roundabout and approximately 1 mile of city roadway

ROY WATER CONSERVANCY DISTRICT, RODNEY BANKS (801) 825-9744 | Work by Fernando from WCE

ARPA Funded Secondary Water Meter Replacement Project – Phase 4

Involvement: GIS database management, easement map preparations, bid packages, water modeling,

Description:

- Inventory the capital assets with GIS, including easements, model the system, and plan for future needs
- Prepared documents for \$10 million of funding from ARPA for the installation of 2500 meters

ADDITIONAL GRANT EXPERIENCE

ROY CITY | Work by John and Matt from WCE

- Hal-Vern CDBG Project \$600,000 CDBG Funds for road reconstruction and waterline replacement

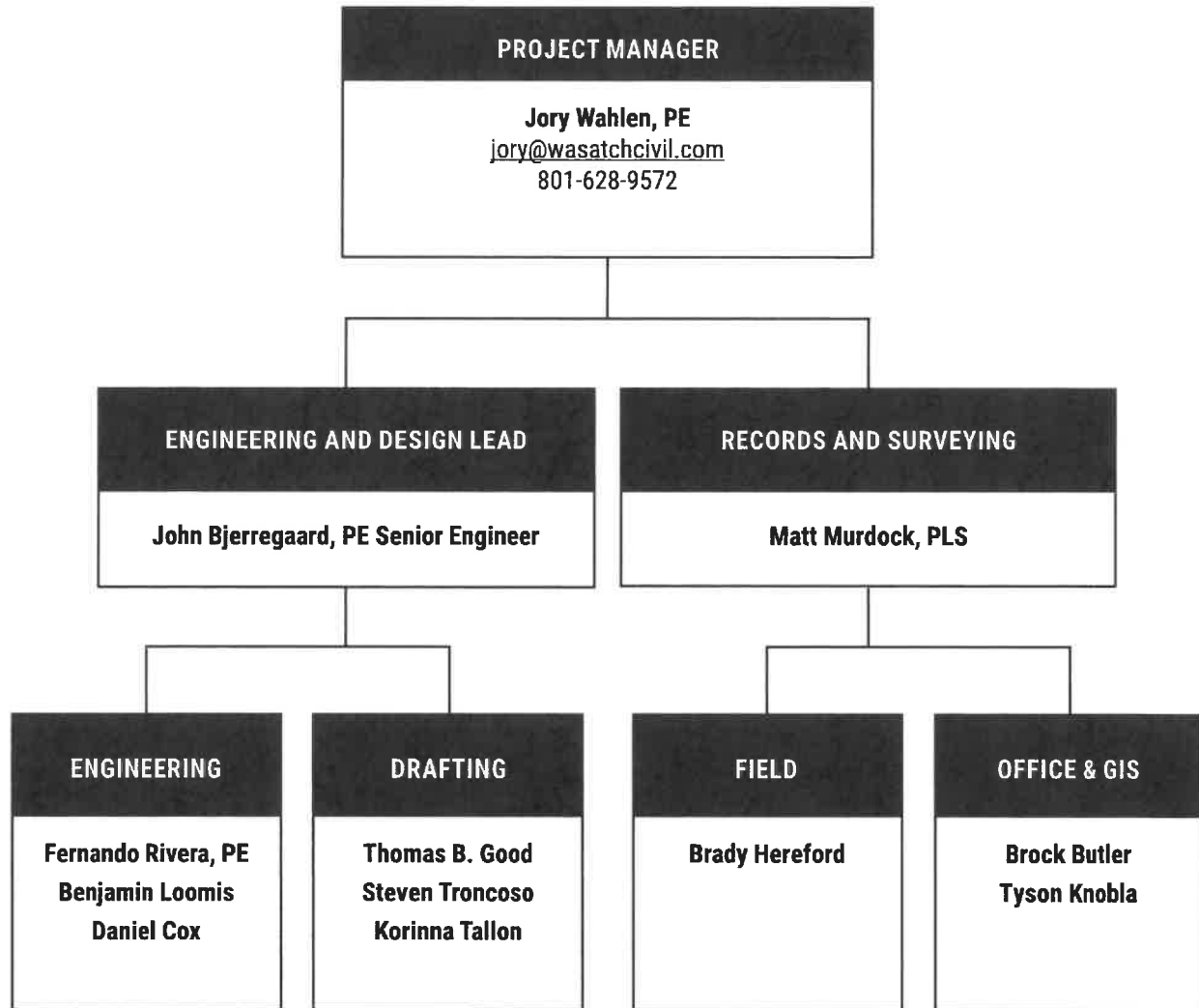
SOUTH OGDEN CITY | Work by Jory and Matt from WCE

- 37th Street Reconstruction and Waterline Replacement CDBG Project \$800,000 CDBG Funds
- 40th Street WFRC Road Widening Project. \$5.4 Million
- 40th and Chimes View Drive WFRC Roadway Reconstruction Project. \$4.6 Million

PLAIN CITY | Work by Jory, John, Ben, and Matt from WCE

- 3600 West WFRC Roadway Project. \$3.6 Million dollars to widen roadway for shoulder and bike lanes.

KEY PERSONNEL AND PROJECT TEAM



100% of the work will be performed locally in our Ogden office

KEY INFORMATION

FIRM NAME

Wasatch Civil Consulting Engineering, Inc.

ADDRESS

1150 Depot Drive, Suite 225
Ogden Utah, 84404

PHONE

801-775-9191

EMAIL

contact@wasatchcivil.com

KEY CONTACTS

Jory B. Wahlen, PE, President

jory@wasatchcivil.com

801-668-7186

John Bjerregaard, PE Senior Engineer

john@wasatchcivil.com

801-628-9575

Fernando Rivera, PE

fernando@wasatchcivil.com

951-704-8059

Matt Murdock, PLS, Vice President

Main Contact

matt@wasatchcivil.com

801-628-9572

PHILOSOPHY

Our focus is to help our clients find the best solutions to their engineering and planning challenges.

COLLABORATIVE EFFORT

Wasatch Civil is staffed with a wide range of technical experts. However, no single expert can solve all of the complex challenges that our clients face. Wasatch Civil employees collaborate to solve complex problems for our clients. We are also willing to collaborate with specialized consultants as needed. Wasatch Civil will utilize our resources to help our clients resolve any challenges they may face.

VALUE

Wasatch Civil strives to provide value for our clients. As a small company, we can reduce overhead costs while allowing our senior staff to be heavily involved in each project. Additionally, Wasatch Civil provides efficient engineering designs that maximize project functionality while reducing costs. Wasatch Civil is also proactive in researching grants that can help fund city projects.

CLIENT FOCUSED

The role of a consulting engineering firm is to be a resource for decision-makers. Wasatch Civil focuses on helping our clients make informed decisions. We have extensive experience overcoming complex municipal engineering challenges, yet we recognize that these solutions must be adapted to our client's needs. Wasatch Civil will work with our client to find unique solutions.

Wasatch Civil strives to be in frequent contact with our municipal clients. This allows us to adapt to changing priorities and adjust deadlines as needed. Wasatch Civil is familiar with the legislative process of local governments and can meet the necessary deadlines to support the local government. We communicate realistic timelines with our clients and provide frequent updates to ensure priorities are appropriately managed.



JORY WAHLEN

PRESIDENT • 9 YEARS EXPERIENCE

ROLE

Quality Control, Oversight

ABOUT

Jory has experience managing clients and projects for both government and private clients. This includes roadway, storm drain, parks, and residential and commercial site development projects. He has successfully managed technical experts, including engineers, surveyors, designers, and drafters. He effectively manages clients and projects to ensure that client expectations are met.

KEY PROJECTS

Business Depot Ogden: Managed design and construction of \$6.5 million+ for Business Depot Ogden Industrial Park, including roadway, railroad, storm drain, sewer, and culinary water projects

The Pointe Development: Managed the development of multi-family development with 200+ units

City Engineer: Provide engineer services for South Ogden City and Roy City

Federally Funded Projects: Assisted with acquiring grants and successfully managed federally funded projects for South Ogden, Roy City, and Plain City

UDOT Coordination: Represented municipal clients during UDOT projects; provided support to ensure that cities' interests were protected

EMPLOYMENT HISTORY

PRESIDENT

Wasatch Civil Engineering (2016-Present)

- Long Term Planning and Strategy
- Project Management
- Construction Management

CORPORATE ENVIRONMENTAL ENGINEER

Nucor Corporation (2015-2016)

- Environmental Compliance
- Environmental Permitting
- Data and Statistical Analysis of Environmental Processes

ASSISTANT ENGINEER

Hazen and Sawyer (2013-2015)

- Wastewater Treatment Design
- Master Planning
- Construction Management

EDUCATION

M.S. CIVIL ENGINEERING

Emphasis: Environmental Process Engineering

North Carolina State University

B.S. CIVIL ENGINEERING

Utah State University

LICENSES

PROFESSIONAL ENGINEER

State of Utah



JOHN BJERREGAARD

ENGINEERING AND DESIGN LEAD • 30+ YEARS EXPERIENCE

ROLE

Engineering & Design Lead

ABOUT

John has extensive experience with project management, culinary water design, storm drain management, sewer design, and engineering review. His experience includes working with both local government entities and private developers.

KEY PROJECTS

Northview Subdivision: Engineering design and review for over 180 residential lots

Development Review: Roy City and Morgan County

Business Depot Ogden: Roadway design and project management

Storm Water Design and Management: Roy City and South Ogden City

Sewer Design: Designed sewer systems for West Haven City and Elwood City

EMPLOYMENT HISTORY

SENIOR PROJECT ENGINEER

Wasatch Civil Engineering (2002-Present)

- Utility Master Planning
- Hydrologic and Hydraulic Analysis
- Water, Storm Drain, and Sewer Modeling
- Commercial and Residential Design
- Project and Construction Management

HYDRAULICS ENGINEER

Hansen, Allen & Luce, Inc.

- Design of Sanitary Sewer Systems
- Master Planning
- Water and Storm Drain Modeling
- Resident Engineer for Hazardous Waste Sites
- Hydrologic and Hydraulic Analysis

EDUCATION

M.S. CIVIL ENGINEERING

Emphasis: Water Resource - Hydrology

Utah State University

B.S. CIVIL ENGINEERING

Utah State University

LICENSES

PROFESSIONAL ENGINEER

State of Utah



FERNANDO RIVERA

STAFF ENGINEER • 7+ YEARS EXPERIENCE

ROLE

Staff Engineer

ABOUT

Fernando has experience modeling complex systems in 1 and 2 dimensions. As part of his masters research he surveyed and studied over a dozen mountain streams for sedimentation. He is very familiar with the hydraulic and survey needs for design engineers.

KEY PROJECTS

Business Depot Ogden: Modeled the storm sewer system for the Ogden Business Depot including conveyance and retention.

Stormwater Runoff Calculations: Calculated the stormwater runoff for 20+ sites spanning his career.

Kaskaskia 2D SRH Hydraulic Model: Modeled the scour at the Kaskaskia Lock and Dam for the USACE

EMPLOYMENT HISTORY

STAFF ENGINEER

Wasatch Civil Consulting Engineering (Feb 2022-Present)

- Roundabout Design
- Water System Modeling
- Master Planning
- Site Grading and Design

PROJECT ENGINEER

CRS Engineers (2019-2022)

- Road Design
- Site Grading and Design
- Water System Modeling
- Master Planning

PROJECT ENGINEER

UELS (2018-2019)

- Hydraulic Engineering
- Storm Water Analysis
- Well Pad Site Development

EDUCATION

M.S. CIVIL ENGINEERING

Emphasis: Hydrology and Hydraulics

Brigham Young University

B.S. CIVIL ENGINEERING

Brigham Young University

LICENSES

PROFESSIONAL ENGINEER

State of Utah



BENJAMIN LOOMIS

CONSTRUCTION MANAGER • 11 YEARS EXPERIENCE

ROLE

Construction Manager

ABOUT

Ben has experience with field implementation of design projects seeing them through the construction phase and ensuring the final product matches the design criteria.

KEY PROJECTS

Mining and Environmental: 10 years of experience in site management of projects large and small at mining sites completing environmental cleanup tasks. Managed multiple crews and multiple contractors on EPA and non-EPA-directed projects.

Municipal: 1 year of experience managing road, canal, curb and gutter, and sidewalk projects. Field review of completed work and communication between contractors and municipal clients to address construction issues and identify beneficial solutions for all parties involved.

EMPLOYMENT HISTORY

EDUCATION

SENIOR PROJECT ENGINEER

Wasatch Civil Engineering (2021-Present)

- Property Acquisition
- Roadway Design
- Storm Drain and Sewer System Analysis
- Project and Construction Management

B.S. CIVIL ENGINEERING

Utah State University

CIVIL/ENVIRONMENTAL ENGINEER

Anderson Engineering Company, Inc. (2011-2021)

- Project and Construction Site Management
- Site Safety and HASP Drafting
- Water and Stormwater Management
- Field Engineer and Inspector



MATT MURDOCK

VICE PRESIDENT • 25+ YEARS EXPERIENCE

ROLE

Professional Land Surveyor, Chief Operations Officer

ABOUT

Matt is an experienced land surveyor and civil designer. His experience includes working with local government entities and private developers to evaluate engineering and property right-of-way issues.

KEY PROJECTS

Ogden Hinckley Airport: Oversee construction management and survey quality control at the airport for the past three years. Oversee coordination with contractors.

Large diameter pipeline and outfall discharge projects: Provided aerial targets, topography, drone flight, survey control, identify surface features and utilities, survey pothole-borehole locations and as-blue staked surface markings; prepare property and road right-of-way mapping and easements, legal documents and exhibits for obtaining easements; includes seven project and 30 miles within the past five years

Property Surveys: Prepared hundreds of property surveys for private clients

Easements: Prepared easements and exhibits for UDOT, local municipalities, special service districts

Annexations: Prepared annexations for Roy City, Plain City, South Ogden City, and Ogden City

EMPLOYMENT HISTORY

VICE PRESIDENT

Wasatch Civil Engineering (2002-Present)

- Land Surveying
- Civil Designer
- Drafting Manager
- Survey Manager
- City Surveyor

DESIGNER

Dominion Engineering Associates, LLC

- Industrial and Commercial Design
- Drafting
- Surveying

EDUCATION

A.S. SURVEYING TECHNOLOGY

Salt Lake Community College

A.S. DRAFTING

Utah State University

LICENSES

PROFESSIONAL LAND SURVEYOR

State of Utah

APPENDIX



Respondent Questionnaire (Attachment A)

Cost Proposal (Attachment B)

Resumes

EXHIBIT B: HOURLY RATE



STANDARD HOURLY RATE SCHEDULE

Principal Engineer	\$127.00
Senior Project Engineer	\$120.00
Senior Surveyor	\$110.00
Staff Engineer	\$105.00
Lead Designer / Licensed Surveyor / GIS Specialist	\$92.00
Engineer in Training / Designer / Survey Tech	\$87.00
CAD Drafters	\$77.00
1 Person GPS Survey Crew	\$135.00
2 Person GPS Survey Crew	\$170.00
Secretarial	\$50.00

Please note that the above hourly rate charges INCLUDE cost of the following:

1. Vehicle Mileage and Expenses
2. Telephone Charges
3. Reproduction of Plans and Specifications
4. Computer Time
5. Blue Prints and Plotter Prints
6. Photocopies
7. Professional Liability Insurance

EXHIBIT C



March 14, 2023

Gary Meyers
Weber County Corporation
2380 Washington Blvd., Suite 240
Ogden, UT 84401

Exhibit C: 1200 South Phase 4 Fee Proposal

Dear Gary,

We are pleased to submit a fee proposal to provide design services for the 1200 South Phase 4 Project.

Project Description

Wasatch Civil will provide the civil engineering services necessary to finalize the existing 60% Design and prepare Bid Package for the 1200 West Project. Below is a summary of the services to be provided and the associated fees:

Phase 1 - Review 60% Plans (\$76,580)

- Plan Review
- Update Aerial Imagery
- Review Utilities
- ROW Review
- Preliminary Cost Estimate

Phase 2 - 90% Design Update (\$77,020)

- Gather Additional Survey
- Revise Plans
- Public Involvement Meeting
- Update Cost Estimate
- Review Meeting

Phase 3 - Prepare Bid Package (\$30,660)

- Review Existing APWA Project Specifications and Update as Necessary
- Prepare Bid Form and Measurement and Payment
- Finalize Plans for Bid Package
- Prepare EJCDC Contract Documents
- Final Cost Estimate
- Review Meeting
- Advertise to Bid
- Bid Opening

Total Proposed Fee (\$184,260)

The proposed fee is a not to exceed amount. Wasatch Civil will only bill for time spent on the project (see attached rates).

Alternative Phase – Environmental Study Update and Permitting (\$23,680)
(Frontier Corporation: \$18,600, Wasatch Civil: \$5,080)

- Frontier Corporation will complete the following:
 - Reconnaissance-level site inspection to confirm there have been no significant changes.
 - Prepare a brief letter report to submit with the permit application
 - Assist Weber County in obtaining mitigation credits
 - Prepare a threatened and endangered species assessment report.
- Wasatch Civil will assist with the following:
 - Assist Frontier Corporation with submitting a Corps of Engineers Nationwide Permit
 - Coordinate construction impacts with Frontier Corporation
 - Incorporate findings into the construction drawings as needed.

Project Assumptions

This proposal includes the following assumptions:

- Weber County will provide the survey data and CAD drawings that make up the 60% of conceptual drawings.
- The 60% Design includes an accurate survey and will only require minimal additional field survey.
- The 60% Design vertical and horizontal will not require major modifications.
- Unreasonable delays caused by impacts and permits required by the railroad are not the engineer's responsibility.
- Wasatch Civil will help resolve power, gas, and other utility conflicts but is not responsible for the Design of these utilities.
- Utility companies have been contacted, and minimal utility coordination will be required to finalize the project.
- Wasatch Civil will provide an erosion control plan, but the SWPPP will be the responsibility of the construction contractor.
- Geotechnical Report and Geotechnical Engineering are not included in this scope of work.
- Construction Staking or Construction Management are not included in this scope of work but can be provided if requested by the owner.
- Right of Way Acquisition is not included in this scope of work
- Design of Weber Basin and West Warren waterlines shall not be designed as part of this project. It is assumed that Weber Basin and West Warren will enter into a separate agreement with Wasatch Civil if required.
- The existing Cultural Resource Study is sufficient and will not need to be updated for the environmental study and permits.

Thank you for allowing Wasatch Civil Consulting Engineering to propose our Engineering Services. Please don't hesitate to call if you have any questions or need clarification.

Sincerely,



Jory Wahlen, PE

President

Wasatch Civil Consulting Engineering, Inc.



WASATCH CIVIL

Final Design Services Segment 4, 1200 South, Weber County

EXHIBIT C: COST ESTIMATE

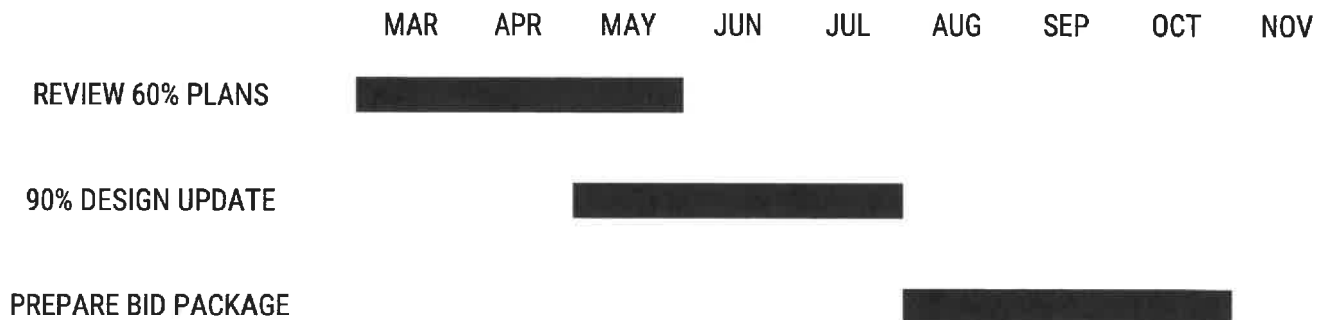
Task	Description	Project Manager Joy Wahlen \$127.00	Sr. Project Engineer John Bjerggaard \$120.00	Sr. Project Engineer Ben Loomis \$115.00	Surveyor Matt Murdock \$110.00	Project Engineer Fernando Rivera \$105.00	Designer Thomas Good \$87.00	2M GPS \$170.00	Total Hours	Total Fee
Phase 1	Review 60% Plans	60	160	80	60	160	80	60	660	\$76,580.00
Phase 2	90% Design Update	60	80	60	60	160	300	20	740	\$77,020.00
Phase 3	Prepare Bid Package	40	60	20		120	40		280	\$30,660.00
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Total Hours		160	300	160	120	440	420	80	1,680	\$184,260.00
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Alternative Phase										
Wasatch Civil		40								\$5,080.00
Frontier										\$18,600.00
Total										\$207,940.00

EXHIBIT D



PROJECT SCHEDULE

PROPOSED PROJECT SCHEDULE



Review 60% Plans (March 27, 2023 to May 12, 2023)

- Anticipated Meetings:
 - Kickoff Meeting (Week of March 27, 2023)
 - Review Meeting (Week of April 24, 2023)
 - Public Involvement Meeting (Week of May 6, 2023)
- Plan Review
 - Update Aerial Imagery
 - Review Utilities
 - ROW Review
- Preliminary Cost Estimate

90% Design Update (May 15, 2023 to July 31, 2023)

- Gather Additional Survey
- Revise Plans
- Public Involvement Meeting (Week of July 10, 2023)
- Update Cost Estimate
- Review Meeting (Week of July 24, 2023)

Prepare Bid Package (August 1, 2023 to September 30, 2023)

- Review Existing APWA Project Specifications and Update as Necessary
- Prepare Bid Form and Measurement and Payment
- Finalize Plans for Bid Package
- Prepare EJCDC Contract Documents
- Final Cost Estimate
- Review Meeting (Week of September 18, 2023)
- Advertise to Bid (September 28, 2023)
- Bid Opening (October 31, 2023)