

December 7, 2020

Mr. Gary Myers  
Weber County Principal Engineer  
Weber County  
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Ogden, UT 84401 USA  
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RE: 2550 South and 3500 West Intersection Analysis Proposal – Weber County UT

The following is a proposal for an intersection stop sign analysis in West Haven, UT. The intersection of 2550 South and 3500 West in West Haven, UT is a stop controlled intersection that is being reviewed for a two-way or all-way stop. The MUTCD Section 2B.07 provides guidance on the need for a multi-way stop control.

Typically, as a two way stop controlled intersection, the evaluation is to determine whether a four way stop or a traffic signal is warranted in the peak periods. However, the warranting process for an all-way stop control does recommend an 8 –hour analysis. Based on the 10-hour data collections to determine the primary 8-hour period, LTAP will collect volume turning movement data at the intersection.

These are both 40 MPH roads and the remote stop sign tends to make the intersection more accident prone due to violations. There could be several opportunities to highlight the intersection such as lighting, advanced warning, dynamic signs, and transverse approach rumble strips, etc. Speed counts for the approaches and accident information for the past three years as well as law enforcement stop sign violation tickets would be informative.

The proposed scope can be completed for \$2,300. Future analysis work caused by changes from the scoping agreed upon is outside the scope and will be at an additional cost at your direction. Future meetings and analysis are based on our current fee schedule and will be billed based on time and expenses. Following all data collection, approximately 1 week is necessary to complete the analysis once the data is provided. We can begin with a returned signed notice to proceed below. By signing you are indicating that you are an authorized property owner representative and have such authorization to engage A-Trans Engineering in this contract work associated with the site. Further, payment will be provided 30 days following the study completion and submittal.

Please contact me with any questions.

Sincerely,  
**A-Trans Engineering**

A handwritten signature in black ink that reads "Joseph Perrin, Jr." in a cursive style.

Joseph Perrin, PhD, PE, PTOE  
Principal

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Notice to Proceed - Signature Above  
Jim Harvey  
County Commission Chair

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Date

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Attest: Ricky Hatch, CPA  
Weber County Clerk/Auditor

## **TERMS OF AGREEMENT**

1. A-TRANS ENGINEERING, LLC, herein called the Consultant.
2. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which changes affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
3. The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant as final and ready for bidding or construction. Plans, reports, drawings, or specifications marked "Preliminary" or "Not For Construction", or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant's advance written authorization.
4. The following requirements apply:
  - 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 agreement from an insurance company authorized to write casualty insurance in the State of Utah, to protect itself and Client 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 Client, 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 Client. Each insurance policy shall contain a clause providing that the insurance company will not cancel coverage without thirty (30) days prior written notice to Client of intention to cancel. The amount of such insurance coverage will not be less than the following:
    - a. Workers' compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits \$500,000 per occurrence.
    - b. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
    - c. Professional Liability insurance in an amount of not less than \$1,000,000.
    - d. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.

- D. Excluding workers' compensation and professional liability coverages, Consultant's insurance coverage shall be a primary insurance. Client'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 Client, its officers, officials, employees, or volunteers.
  - E. Consultant agrees to defend, indemnify, and hold harmless Client, 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 Client or its representatives or agents, and acts of any other consultant and/or contractor in the performance of a contract with Client. Consultant's obligation to indemnify Client is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this agreement.
  - F. The parties agree that for purposes of this agreement, Consultant, its officers, agents, and employees are not to be regarded as Client employees, and that Consultant is an independent contractor in all respects.
5. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
  6. A late payment finance charge will be computed at the periodic rate of 1.00% per month, which is an annual percentage rate of 12%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Should legal action be necessary to enforce the provisions of any contract or Agreement entered into in which this schedule is a part, the Client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.
  7. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that changes in policy or interpretation made by said agencies after the date of this Agreement cause a need for additional office or field work to comply with such changes, Client shall pay Consultant for such additional work according to the terms and fee schedules in effect at the time such services are performed.
  8. The Client shall pay the costs of plan checking and inspection fees, review fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
  9. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. A restart fee equivalent to twenty (20) percent of the base fee payable to Consultant under this Agreement will be charged if the Project is placed on hold. Project related 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 Client and shall be delivered to Client during or at the end of the contract period. Proprietary A-Trans Engineering templates are NOT included as part of the Client's ownership rights. All such materials shall not be released by Consultant at any time without the prior written approval of Client'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, Client 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.
  10. Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant fees will be charged per the latest fee schedule in effect at the time such revisions are requested.
  11. This proposal is valid for sixty (60) days from the date of preparation.
  12. Neither party to this Agreement will hire or make an offer of employment to an employee of the other party, without prior written consent of the other party, during this Agreement and for one (1) year following completion of this Agreement.

13. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or its separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.
14. By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.
15. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.
16. Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). Client further agrees to require all contractors to have their CGL policies endorsed to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. Client shall require all contractors to furnish to Client certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless Client from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Contractor's (or any subcontractor's) negligent or willful acts, errors or omissions in connection with the Project, including without limitation all claims by employees of the contractors.