

**AGREEMENT
BETWEEN
MERIDIAN ENGINEERING, INC.
AND
WEBER COUNTY
FOR
PROFESSIONAL SERVICES**

*ROW Acquisition Services Pool
Solicitation No. 21-319*

THIS AGREEMENT is made and entered into as of the 22 day of February, 2022, by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and MERIDIAN ENGINEERING, INC. (CONSULTANT), a/an UTAH Corporation authorized to do business in Utah, Taxpayer Identification No. 20-0497879.

W I T N E S S E T H:

WHEREAS, COUNTY desires to obtain engineering services for the Right of Way Acquisition Pool and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting and related services for such Acquisition Pool, and has been chosen as a member of a pool of right of way acquisition consultants 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. 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. TAMMY EVANS 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 as properties are acquired, and according to the costs of services submitted. Payment shall be on an time and materials basis as identified in the "Cost Estimate" of Exhibit C is approximate, and payment shall be made for actual work completed in accordance with the Exhibit B.

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:

Craig Myers
Gary Myers, P.E.
County Engineer

ATTEST:

By: _____

Title: _____

CONSULTANT:
MERIDIAN ENGINEERING, INC.

By: Darryl Fenn
Title: President

STATE OF UTAH)
 : §
County of Salt Lake

On this 22nd day of February, in the year 2022, before me,
(notary name) Wendy W. Fenn, a notary public,
personally appeared, (signer name) Darryl Fenn,
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.

Wendy W. Fenn
NOTARY PUBLIC

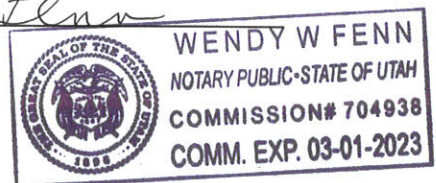


EXHIBIT A

Scope of Work

Acquisition Agent:

The Consultant will be responsible for supervising staff that is specialized in real property acquisition. The Department Project Manager (PM) will delegate work assignments, monitor the quality of work, and will provide input on performance. The Consultant will provide consultation, make recommendations, give appropriate advice, and perform the necessary services.

Acquisition Preparation:

For acquisition work, the Consultant assigned to each ownership will follow and comply with the Real Property Acquisition Policy Act of 1970, as Amended (Uniform Act) and the Agency's or UDOT's Operations Manual.

- The number of acquisitions has been identified, but there may be additional work associated with the acquisition Services. This may include additional offers for lease-hold interests.
- If there are multiple offers, the Consultant must inform the Agency (PM and ROW Lead).

Acquisition Package:

The Agency will provide the Consultant with an electronic copy of the Ownership Report, Copies of Deeds and/or Easement(s), Right of Way Map for each parcel, an Appraisal, a Review Appraisal or Administrative Compensation Estimate (ACE) stamped by the Agency for Just Compensation approval.

Negotiations:

The Consultant will contact each owner personally. Owners who are out of state or live in remote places shall be contacted by registered mail. The Consultant will present to the owner the following offer documents, not limited to:

- Mandatory Offer Letter
- Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- Offer to Purchase
- Statement of Just Compensation
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Right-of-Way Map covering the parcels that need to be acquired on each subject ownership
- Executive Summary of Property Owner's Rights
- Appraisal or ACE.

The Consultant shall make contact with the property owner weekly throughout negotiations at a minimum and note these contacts in the agent's log.

Negotiations Impasse:

If the Consultant is unable to settle with the property owner within a 30-day negotiation period, the Consultant shall contact the Agency to discuss issues and solutions which may include:

- Consulting with the Office of the Property Rights Ombudsman.
- Submitting a 4-Options Letter approved by the Agency.
- Title ordered and Claimant notices sent prior to submitting for condemnation.

The Consultant will have two weeks from the date of delivery of the 4-Options Letter to discuss the Property Owner's decision concerning the possibility of a Right of Occupancy (ROO), condemnation, or agreeable time frame to complete the acquisition.

Right of Occupancy (ROO) must be approved by the Agency:

- A ROO must be submitted electronically and by hard copy to the Agency with an outline of the issues and an action plan with dates and solutions to be completed by the acquisition agent.
- The Consultant is required to have weekly contact with the property owner to try and resolve the issues within the next 180-days from the approval of the ROO.
- If after 180-days, an agreement cannot be reached, a 3-Options Letter must be provided to the property owner with all their options explained.
- Consultant is either successful in completing the negotiations and completes the acquisition file or begins the condemnation process.

Condemnation:

- No condemnation action is allowed to begin until the property owner(s) is/are given 30-days to review all the documentation and the offer presented to them.
- The Consultant is required to complete and submit to the Agency an electronic condemnation file no earlier than 30-days of unsuccessful negotiations if a ROO is not executed.
- The Consultant is required to complete and submit to the ROW Lead an electronic condemnation file within 180-days of the executed ROO if a contract is not executed.

Logs:

It will be the Consultants' responsibility to maintain and post entries into the Agents Log within 24-hours after each contact, or attempted contact, with the property owner. Each entry will contain the date of each contact, or attempted contact, with the owner and a summary of each conversation and negotiation. The Consultant is expected to make contact every week with the owner at a minimum.

Weekly updates:

The Consultant is responsible to email weekly updates to the Agency.

Purchase Contracts and Documents:

- The Consultant will be provided or have access to all of the standard ROW Contracts, Plans, Forms, and Documents required in the acquisition process and will be responsible for completing these forms and ensuring their accuracy.
- If additional information is needed, such as construction maps, exhibits, etc., contact the PM or ROW Lead.
- The Consultant is authorized and will negotiate based on the approved compensation value. If they cannot reach a settlement, the Consultant will contact the Agency for all other approvals.
- Any additions and/or alterations to standard contract verbiage must be approved in writing (email) by the PM or ROW Lead. A copy of these email approvals must be submitted with the completed package. All additions to the ROW Contract are subject to the approval of the PM.

Construction Features:

Any construction features requested, other than those shown in the construction plans must have

approval by the Project Manager to be included in the ROW Contract. All construction additions to the ROW Contract are subject to the approval of the Project Manager.

Closing Tasks:

- The Consultant will verify all closings at a title company are complete and deeds have been recorded.

Final File:

The final acquisition packet or condemnation will be completed and delivered to the Agency as agreed in this scope of work. A final acquisition file is either a completed acquisition package with a signed contract or a submitted condemnation file.

Deliverables:

A completed electronic acquisition package with the signed contract or the complete electronic condemnation file shall be promptly delivered to the Agency. All original executed Deeds to be delivered to the Agency within 48 hours of the electronic acquisition file being submitted.

Change Procedures:

- Changes to completed, or partially completed, work products that may require a change to the project scope, schedule, or budget, must be brought to the attention of the Agency (PM or ROW Lead).
- Completion delays beyond the control of the Consultant or delays resulting from the actions of the Agency may require a renegotiated due date. The Consultant shall provide prompt written notice of unexpected conditions or other reasons that might cause a delay to the Agency (PM or ROW Lead).

Project Requirements / Document Naming Conventions:

- Assignments will not be considered complete until the Agency receives an electronic copy of the acquisition/condemnation file.
- Unless otherwise specified by the Agency, file naming convention will follow the current UDOT Right Of Way ProjectWise Guidelines.

Assumption:

- Client will provide property title reports, appraisal, and appraisal reviews.
- Client will provide contact information for the property owner.
- Client will provide a record of previous correspondence made with property owners.
- Design changes will require a contractual modification and a re-evaluation of estimated completion dates.

EXHIBIT B
Hourly Rate Schedule
Per Employee as shown within the Proposal

Typical Cost Schedule formulation based on (1) hour work for Lead Agent and Support:

▪ Acquisition Manager:	1 hour x \$50 per hour =	\$ 50.00
▪ Loaded Cost (Labor x Audited Multiplier):	\$50.00 x 1.7272 =	<u>\$ 86.36</u>
▪ Total Labor:	\$50.00 + \$86.36 =	\$ 136.36
▪ Profit:	\$136.36 x 12% =	<u>\$ 16.36</u>
▪ Total Billing Rate per hour:		\$ 152.72
▪ Right-Of-Way Manager Labor:	1 hour x \$65.00 per hour =	\$ 65.00
▪ Loaded Cost (Labor x Audited Multiplier):	\$65.00 x 1.7272 =	<u>\$ 112.27</u>
▪ Total Labor:	\$65.00 + \$112.27 =	\$ 177.27
▪ Profit:	\$177.27 x 12% =	<u>\$ 21.27</u>
▪ Total Billing Rate per hour:		\$ 198.54
▪ Quality Control Labor:	1 hour x \$52.88 per hour =	\$ 52.88
▪ Loaded Cost (Labor x Audited Multiplier):	\$52.88 x 1.7272 =	<u>\$ 91.33</u>
▪ Total Labor:	\$52.88 + \$91.33 =	\$ 144.21
▪ Profit:	\$144.21 x 12% =	<u>\$ 17.31</u>
▪ Total Billing Rate per hour:		\$ 161.52
▪ Clerical Support Labor:	1 hour x \$24 per hour =	\$ 24.00
▪ Loaded Cost (Labor x Audited Multiplier):	\$24.00 x 1.7272 =	<u>\$ 41.45</u>
▪ Total Labor:	\$24.00 + \$41.45 =	\$ 65.45
▪ Profit:	\$65.45 x 12% =	<u>\$ 7.85</u>
▪ Total Billing Rate per hour:		\$ 72.30

NOTE: Employee labor rates may adjust annually. Meridian will discuss rate changes with Weber County prior to implementation.

EXHIBIT C
Cost Schedule

Cost schedule formulation based on the following:

- Property Acquisition Services: \$2,300 per parcel
- Document Preparation: \$1,600 per parcel
- Compensation Estimate: \$ 500 per parcel
- Additional Meetings: \$ 175 per hour
- Appraisals and Reviews (Subcontract): \$3,100 per parcel
- Other (please specify): See Below

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

- Reimbursables:
 - Relocations, Cost Estimates: \$ 175 per hour
 - Title Report Fee: \$ 275 per parcel
 - Certified Mail/Postage: \$ 10 NTE/parcel

NOTE: Parcel situations vary depending on complexities, willingness of landowners to negotiate, condemnations, title discrepancies or discoveries, etc. Although not anticipated, these variances may require additions to the above service categories.

Meridian will make every effort to disclose, discuss and update Weber County when unexpected situations arise.

EXHIBIT D Schedule

The agency may submit a condemnation file if the owner has not executed a ROO by the 4-Options response deadline. Estimated 120-days from the condemnation's submittal to the AG's Order of Occupancy.

Weber County Acquisitions

Meridian Engineering, Inc.
Tammy Evans

Right-of-Way Acquisition Schedule

Wed, 2/23/2022
1

Feb 21, 2022	Feb 28, 2022	Mar 7, 2022	Mar 14, 2022	Mar 21, 2022	Mar 28, 2022	Apr 4, 2022	Apr 11, 2022	Apr 18, 2022	Apr 25, 2022	May 2, 2022	May 9, 2022	May 15, 2022	May 23, 2022	May 30, 2022
21	28	5	12	19	26	3	10	17	24	31	7	14	21	28
2	9	16	23	30	6	13	20	27	4	11	18	25	31	7
3	10	17	24	31	7	14	21	28	4	11	18	25	31	7
4	11	18	25	31	7	14	21	28	5	12	19	26	31	7
5	12	19	26	31	7	14	21	28	6	13	20	27	31	7
6	13	20	27	31	7	14	21	28	7	14	21	28	31	7
7	14	21	28	31	7	14	21	28	8	15	22	29	31	7
8	15	22	29	31	7	14	21	28	9	16	23	30	31	7
9	16	23	30	31	7	14	21	28	10	17	24	31	31	7
10	17	24	31	31	7	14	21	28	11	18	25	31	31	7
11	18	25	31	31	7	14	21	28	12	19	26	31	31	7
12	19	26	31	31	7	14	21	28	13	20	27	31	31	7
13	20	27	31	31	7	14	21	28	14	21	28	31	31	7
14	21	28	31	31	7	14	21	28	15	22	29	31	31	7
15	22	29	31	31	7	14	21	28	16	23	30	31	31	7
16	23	30	31	31	7	14	21	28	17	24	31	31	31	7
17	24	31	31	31	7	14	21	28	18	25	31	31	31	7
18	25	31	31	31	7	14	21	28	19	26	31	31	31	7
19	26	31	31	31	7	14	21	28	20	27	31	31	31	7
20	27	31	31	31	7	14	21	28	21	28	31	31	31	7
21	28	31	31	31	7	14	21	28	22	29	31	31	31	7
22	29	31	31	31	7	14	21	28	23	30	31	31	31	7
23	30	31	31	31	7	14	21	28	24	31	31	31	31	7
24	31	31	31	31	7	14	21	28	25	31	31	31	31	7
25	31	31	31	31	7	14	21	28	26	31	31	31	31	7
26	31	31	31	31	7	14	21	28	27	31	31	31	31	7
27	31	31	31	31	7	14	21	28	28	31	31	31	31	7
28	31	31	31	31	7	14	21	28	29	31	31	31	31	7
29	31	31	31	31	7	14	21	28	30	31	31	31	31	7
30	31	31	31	31	7	14	21	28	31	31	31	31	31	7
31	31	31	31	31	7	14	21	28	31	31	31	31	31	7

TASK	PROGRE SS	START	END
Acquisition Tasks			
File receipt-Analyse instruments & plans		2/23/22	2/26/22
Prepares and Schedule Offer		2/26/22	3/5/22
30-day Negotiation Period		3/5/22	4/5/22
Contract Sign/OCG/Agency Approval		4/5/22	4/13/22
Closing: Funding & Recording		4/14/22	5/5/22
4-Options Letter (If contract not signed by negotiation deadline)			
Four Options Letter (wev@edirect.mut)		4/6/22	4/13/22
Four Options Response Deadline		4/16/22	4/30/22
Contract Settlement/Agency Approval		5/1/22	5/8/22
Closing: Funding & Recording		5/9/22	5/30/22

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