

County Contract No. _____

**AGREEMENT
BETWEEN
STANLEY CONSULTANTS, INC.
AND
WEBER COUNTY
FOR
PROFESSIONAL SERVICES**

Construction Management for 12th Street Segment 4

THIS AGREEMENT is made and entered into as of the 2 day of October, 2013 by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and STANLEY CONSULTANTS, INC. (CONSULTANT), a/an IOWA corporation authorized to do business in Utah, Taxpayer Identification No. 42-1320758.

WITNESSETH:

WHEREAS, COUNTY desires to obtain engineering services for the Construction Management for the 12th Street Segment 4 Construction Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting and related services for such; 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. 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. Rick Nelson 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 including final closeout package submitted to the COUNTY within 30 days after final acceptance of the contractors work, 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 \$481,642.19 unless this agreement is amended as specified in Article XI, Section G. The "Cost Estimate" of Exhibit B is approximate, and payment shall be made for actual work completed in accordance with the "Hourly Rate Schedule" of 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 C, 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, Cost Estimate

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:
Stanley Consultants

By: BRETT HADLEY
Title: VP, Customer Service Manager

STATE OF UTAH)

County of Salt Lake : §

On this 2 day of October, in the year 2023, before me,

(notary name) Brooklyn Malone, a notary public, personally appeared,

(signer name) Brett Hadley, 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.



Brooklyn Malone
NOTARY PUBLIC

Exhibit A

Provide Construction Management for the 12th Street Segment 4 Project.

See advertised RFP and Proposal from Stanley Consultants.



**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES
SEGMENT 4, 12th STREET RECONSTRUCTION PROJECT**

August 4, 2023

Solicitation #

Due Date: August 25, 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 8300 west.

2. Background

WACOG has awarded Weber County 10 Million dollars for construction to complete segment 4 along 1200 South from 7100 West to approximately 8300 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.

Wasatch Civil Consulting Engineering is completing the final design for segment 4, and consultation with Wasatch Civil Consulting Engineering will be necessary over the course of the project.

Construction of this project includes piping existing drainage ditches along the corridor, working with Weber Basin Water to replace their water line, working with Warren West Warren Irrigation to widen their canal crossing working with Warren West Warren Water, and reconstructing the road. The new storm drain lines will need to facilitate existing drainage connections. The corridor has undergone a complex right of acquisition, involves delicate public interface and will involve major utility relocation and coordination including coordination with the industrial companies and the far end of the corridor. A copy of the plans will be available on SciQuest for informational only purposes.

3. General Scope

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

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

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

C. INSTRUCTIONS TO PROPOSERS

1. Project Timetable

The following timetable has been established for this project:

- Closing Date for questions: **August 18th @ 5:00 p.m.**
- Closing Date for Receipt of Proposals: **August 25nd @ 2:00 p.m.**
- Approximate Notice of Award: **August 29th**
- Approximate Commencement of Work: **September 5th**
- (Approximate) Completion of Work: **Winter 2024-2025.**

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

- d. **Key Personnel and Project Team (24%)**: This category deals with the education, training, and experience level of key personnel proposed for this project, as well as previous experience working together as a team.
- e. **Fee Proposal (20%)**: This category will evaluate the Consultant's proposed fees.

8. Submittal Ownership

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

9. Acceptance of Proposal

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

10. Withdrawal of Proposal

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

11. Proposal Cost

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.

12. Reservation of Rights

Weber County reserves rights to:

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

13. Proposal Terms and Conditions

See Attachment C.

**ATTACHMENT A
RESPONDENT QUESTIONNAIRE**

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

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

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation

Other; list business structure: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

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

a. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

b. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

c. Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

ATTACHMENT B
COST PROPOSAL
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.

ATTACHMENT D
RESIDENT PROJECT REPRESENTATIVE'S DUTIES

The Resident Project Representative shall have the following duties, as contained in the construction project's contract documents:

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

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

Exhibit B

Project Name: 12th Street Segment 4

Project Number:

53 Total Weeks

Oct 1, 2023 - Oct 1, 2024

Labor Costs

Employee Name	Contract Job Title	Hrs/week	Total Hrs	Rate	Labor Cost	% of Project
Rick Nelson	Project Manager	4	212	\$216.70	\$45,940.40	5.0%
Brandon Fenton	Resident Engineer	8	424	\$174.52	\$73,996.48	10.0%
Chet Naser	Lead Inspector	10	530	\$150.07	\$79,537.10	12.5%
Alex Case	Inspector	50	2650	\$72.19	\$191,303.50	62.5%
Emilie Le La Cheur	Document Control	4	212	\$151.06	\$32,024.72	5.0%
Natalie Wagstaff	Public Involvement	4	212	\$90.97	\$19,285.64	5.0%
Total Hours			4240	Total Labor	\$442,087.84	

Other Direct Charges

ODC Item	Unit	QTY	Rate	Extended Cost
<u>Materials Testing</u>				
	Proctor	Each	1	\$ 250.00
Soils	Gradation PI & Soil Class	Each	1	\$ 275.00
	Gradation only	Each	1	\$ 175.00
<u>Asphalt</u>				
	Burn-off & Gradation	Each	1	\$ 200.00
	Rice	Each	1	\$ 125.00
Asphalt	Gyratory	Each	1	\$ 180.00
	Cores	Each	1	\$ 35.00
	Oven Calibration Set	Each	1	\$ 200.00
	Dry Rodded VCA	Each	1	\$ 100.00
<u>Concrete</u>				
Concrete	Cylinder breaks (Each cylinder)	Each	1	\$ 30.00
	Stockpile Gradation	Each	1	\$ 145.00
Mileage	mile	57,770	\$0.655	\$37,839.35
				\$39,554.35
				\$481,642.19