

# TRANSPORTATION AND LAND USE CONNECTION CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE:

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

Consultant Name: Avenue Consultants  
Address: 6605 S Redwood Rd, Taylorsville, UT 84123  
Phone Number: 801-207-7660  
Fed ID No: 56-6673543

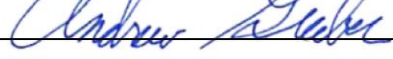
2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the 3 Gate Trail Implementation Study and Market Analysis project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on 12/31/2025 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment  
Attachment A – Standard Terms and Conditions  
Attachment B – Scope of Work and Services  
Attachment C – Consultant Budget and Responsibilities  
Attachment D – Local Government Understanding and Agreement

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

CONSULTANT PRINCIPAL

By:   
Date: 03/16/2025

WASATCH FRONT REGIONAL COUNCIL

By:   
Date: March 12, 2025

## CERTIFICATION OF CONSULTANT

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

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

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

03/16/2025

Date



CONSULTANT SIGNATURE

## CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

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

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

March 12, 2025

Date



Andrew Gruber, Executive Director  
Wasatch Front Regional Council

## ATTACHMENT A

### Standard Terms and Conditions

#### 1. Employment of CONSULTANT.

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

#### 2. Scope of Services by CONSULTANT.

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

#### 3. Contract Changes.

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

#### 4. Project Oversight.

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

#### 5. Personnel.

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

#### 6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC. Subcontractors are subject to the same compensation for meals and incidentals referenced in section 8. Compensation.

#### 7. Time Performance.

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



8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$200,000. For purposes of consultant travel, compensation for meals and incidentals will be in accordance with [GSA guidelines](#). All consultant travel must be authorized in writing by the WFRC project manager prior to expenses being incurred, and must be for the purpose of visiting the project site and/or client.

9. Method of Payment.

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

10. Records.

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

11. Products.

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

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

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

13. Termination of Agreement.

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

14. Law Abiding.

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

15. Trust.

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

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

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

17. Certification Regarding Restrictions on Lobbying.



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

18. Interest of Members of WFRC and Others.

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

19. Findings Confidential.

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

20. Publication, Reproduction and Use of Material.

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

21. Limitation of Rights.

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

22. Hold Harmless.

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

The WFRC shall indemnify and save harmless CONSULTANT, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of CONSULTANT, for claims, demands, suits, actions, or proceedings, including workers'

compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of the WFRC officers or employees.

23. Insurance.

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

24. Independent Contractor.

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

25. Representative of WFRC.

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

26. Title VI Provisions

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

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

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

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

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

## 27. Disadvantaged Business Enterprise (DBE).

The contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project.

- A. The contractor agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC § 101 note, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
- B. The contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The contractor agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the USDOT.





**TRANSPORTATION  
AND  
LAND USE CONNECTION**

- C. If the contractor issues a purchase order or subcontracts any portion of this contract, the contractor agrees to follow the procurement procedures in the UDOT Public Transit Team Procurement Guide, located on the UDOT Public Transit website; and, FTA Circular 4220.1F, which sets forth the requirements a contractor must adhere to in the solicitation, award and administration of third-party contracts using FTA grant funding.
- D. This CONTRACT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal for DBE participation has not been established for this procurement.
- E. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Department deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

## ATTACHMENT B

### Scope of Work and Services

## Overview

### Objective

Avenue Consultants (the consultant) will provide Weber County and WFRC with an expert economic, fiscal, environmental, and social impact analysis that will help guide the 3-Gate Trail's planning and implementation. This will include an examination of the strategies and costs of the 3-Gate Trail's maintenance to help inform UDOT's UTN Plan and Weber County's development of an AT maintenance program. The consultant will provide outreach, including on-base, to explore opportunities to encourage the Trail's use. The consultant will also coordinate with the UDOT 3-Gate Trail Alignment Study.

### Group Definitions

Project Team: Avenue staff, key staff from the Weber County, and WFRC staff.

Stakeholders: The Project Team plus the following (at the discretion of Weber County and WFRC):

- Staff from multiple Weber County departments
- Staff from impacted municipalities in Weber County, including at least:
  - Roy, Ogden
- Staff from Davis County and impacted municipalities in Davis County, including at least:
  - Layton, Clearfield, Sunset
- Representatives from UDOT, UTA, Hill Air Force Base, and MIDA.
- Representatives from Trails Foundation of Northern Utah and select cycling advocates in Davis and Weber Counties.

## Task 1: Project Management

The consultant will provide effective project management—including regular meetings and updates for the Project Team—to ensure close coordination with County and WFRC staff. The consultant will start with a kick-off meeting for the Project Team. Additionally, the consultant will hold five (5) Stakeholder meetings to serve as plan milestones, and one (1) final presentation / adoption meeting to present the plan to the Weber County Commission. The consultant will prepare presentations for each meeting

including maps and infographics to effectively communicate our findings. The proposed meetings are as follows:

- Project Team Kick-off meeting
- Regular monthly project team meetings
- Stakeholder Meeting 1: Stakeholder kickoff
- Stakeholder Meeting 2: Progress Review
- Stakeholder Meeting 3: Maintenance Meeting
- Stakeholder Meeting 4: Bike Tour
- Stakeholder Meeting 5: Report Review
- Final plan presentation meeting for the County Commission

At the beginning of the project, the consultant will provide an outreach plan and methodology plan for Weber County and WFRC staff to approve. This will ensure the Project Team is aligned on the project approach and deliverables, especially as it relates to outreach efforts and methodology for the economic and fiscal impact analysis.

**Deliverables:**

- Regular monthly Project Team meetings, in-person or virtual as preferred by Weber County
- Five (5) Stakeholder in-person meetings with prepared presentations (and one bike tour)
- One (1) final plan presentation in-person meeting
- Outreach plan
- Methodology plan

## **Task 2: Baseline Data Collection & Analysis**

For task 2 the consultant will gather and analyze existing demographic, economic, and transportation data for Weber County. With approval from Weber County and WFRC, the consultant will also include Davis County in this analysis to provide a greater regional picture. The consultant will model and estimate the 3-Gate Trail's future usage. The consultant will review existing and current plans, studies, and policies related to transportation, land use, and economic development.

**Deliverables:**



- Gather and analyze existing demographic, economic, and transportation data for Weber County (option to include Davis County)
- Estimate future 3-Gate Trail usage
- Review local and regional plans, studies, and policies
- Review current planning efforts
- Coordinate with UDOT UTN Strategic Vision & Phase One Planning Study

## **Task 3: Economic Impact Analysis**

For task 3 the consultant will complete an economic impact analysis utilizing the methodology plan approved by Weber County and WFRC. The consultant will evaluate the potential economic benefits of the rail trail, including tourism, local business growth, job creation, property values, and tax revenues.

- **Tourism:** The consultant will research and estimate the number of tourists that may be attracted by the Trail. The consultant will assess potential spending by tourists on lodging, dining, transportation, and related activities.
- **Local Business Growth:** The consultant will identify businesses that could benefit from increased activity generated by the Trail. The consultant will survey businesses to evaluate how local businesses, such as restaurants, bike shops, and tour operators, could benefit. The consultant will also explore the potential for new businesses, such as bike rentals and tour services.
- **Job Creation:** The consultant will estimate the number of direct and indirect jobs created by the Trail, considering both construction and operational employment. The consultant will quantify job creation across various sectors, including tourism, retail, transportation, and maintenance.
- **Property Values:** The consultant will assess the impact of the Trail on local real estate values, focusing on residential and commercial properties.
- **Tax Revenues:** The consultant will analyze the potential for increased property taxes, sales taxes, and other local revenue streams due to the economic activity generated by the Trail.

The consultant will also assess the potential economic costs, including maintenance, infrastructure investments, and opportunity costs.

- **Maintenance Costs:** The consultant will estimate the ongoing costs for maintaining the Trail, such as surface repairs, winter snow removal, summer landscaping, security, signage, lighting, and rest areas.
- **Infrastructure Investments:** The consultant will assess the initial and future infrastructure investments required for the Trail, including construction, crossings, safety improvements, and upgrades. The consultant will analyze whether additional infrastructure, like road access or parking, may be needed.

- **Opportunity Costs:** The consultant will examine the opportunity cost of using land and resources for the rail trail instead of alternative developments, such as residential or commercial projects. The consultant will consider how the Trail may impact other community projects and private development plans.

**Deliverables:**

- **Economic Impact Analysis**
  - Economic Benefit Analysis
  - Economic Cost Analysis

## **Task 4: Fiscal Impact Analysis**

For task 4 the consultant will complete a fiscal impact analysis utilizing the methodology plan approved by Weber County and WFRC. The consultant will analyze the fiscal impact on local and county government, including potential changes in tax revenues, public service demands, and infrastructure costs. The consultant will also project the long-term financial sustainability of the Trail, considering funding sources, maintenance costs, and potential revenue streams.

- **Public Service Demands:** The consultant will estimate how the Trail will affect demand for local and County services, including public works, police, fire, emergency services, waste management, and related maintenance services.
- **Infrastructure Costs:** The consultant will evaluate how the Trail will impact local infrastructure, including roads, utilities, and public facilities. The consultant will analyze whether new investments, such as safety or regional network improvements, may be required to enhance the increased activity.
- **Funding Sources:** The consultant will identify potential funding sources for the Trail, such as public grants, local taxes, state or federal funding, and private contributions.
- **Maintenance Strategy:** The consultant will review examples of trail maintenance programs across Utah, highlighting Davis County as a comparable case study (and exploring the opportunity for a shared-service agreement between interested county and city governments). The consultant will compare a UDOT led vs County/City led maintenance program. We will facilitate a special Stakeholder meeting focused on maintenance and include staff who deal directly with maintenance.
- **Revenue:** The consultant will explore potential revenue streams to support ongoing operations, with a focus on utilizing Prop 1 funds (again using Davis County as a case study where Prop 1 funds are utilized for regularly programmed summer and winter maintenance activities). The consultant will forecast the sustainability of these revenue sources to cover operational and maintenance expenses over time.

Deliverables:

- Fiscal Impact Analysis
- Funding Sources Analysis
- Maintenance Best Practices and Program Development

## Task 5: Environmental Impact Assessment

For task 5 the consultant will analyze the potential for reducing carbon emissions. The consultant will build upon estimates of future trail usage and calculate the potential mode shift of trips resulting from the Trail and the extended trail network.

- **Mode Shift:** To estimate the potential number of trail users, the consultant will use the UTRAC Active Mode Shift Potential tool to determine the high-range potential for converting auto trips to active transportation (AT) trips on the Trail. This estimate will be refined using mode diversion factors based on similar completed projects. This analysis will consider the opening year (assumed to be 2028) and the end of subsequent regional transportation plan phases (2032, 2042, and 2050) to estimate the number of auto trips converted to AT trips over time. Additionally, this mode shift estimate will be supplemented with a facility shift analysis that accounts for AT trips—both existing and future—that will transition from Main Street or the D&RGW trail to the 3-Gate Trail upon its completion. Combining these analyses will yield a comprehensive estimate of total trail users over the 25-year planning horizon.
- **Carbon Reduction Calculation:** For each scenario, the consultant will calculate the total potential reduction in CO<sub>2</sub> emissions using standard EPA formulas. the consultant will consider both direct and indirect emissions reductions.

Additionally, as part of task 5, the consultant will also coordinate with the UDOT 3-Gate Trail Alignment study and help inform any environmental review.

Deliverables:

- Mode Shift Analysis
- Carbon Reduction Calculation
- Coordination with UDOT 3-Gate Trail Alignment Study

## Task 6: Community and Social Impact Assessment

For task 6 the consultant will perform outreach activities following the outreach plan approved by Weber County and WFRC. The consultant will conduct outreach with residents, businesses, and stakeholders to



gauge public opinion and identify potential social impacts. Tentative outreach activities include the following:

- Build a project website
- Facilitate stakeholder engagement through 1-on-1 interviews and focus groups
- Facilitate on-base outreach utilizing surveys and/or small group meetings
- Facilitate outreach of surrounding communities and cyclist advocates throughout the County utilizing surveys and/or small group meetings

The consultant will also assess the potential for improving public health, social cohesion, and community connectivity. The consultant will measure the social and health benefits associated with the Trail's usage and increased physical activity. The consultant will use public health models (like HEAT) to quantify the benefits, map extended access to key services and destinations, provide an equity assessment, and estimate the decrease in health care costs.

**Deliverables:**

- Outreach activities as outlined in the approved outreach plan:
  - Project website
  - Surveys, stakeholder interviews, focus groups, small group meetings
  - On-base outreach
  - Impacted communities outreach
- Social Impact Analysis

## **Task 7: Comparative Analysis**

For task 7 the consultant will compare the 3-Gate Trail with similar projects in other regions, analyzing their economic, fiscal, and social impacts to provide relevant benchmarks. The consultant will focus on comparable studies that have been completed for routes of similar length, facility type (rail-to-tail, off-street multi-use path) and in similar settings (suburban with a major job-center).

**Deliverables:**

- Literature Review
- Comparable Projects Review

## Task 8: Final Report and Recommendations

For this final task the consultant will prepare a comprehensive report summarizing recommendations, findings, and analyses. The consultant will present this report to stakeholders and Weber County officials. Elements of the final report will include an executive summary, economic impact, fiscal impact, social impact, strategy for maintenance, and documentation of outreach, study methodology, literature review, and comparable projects.

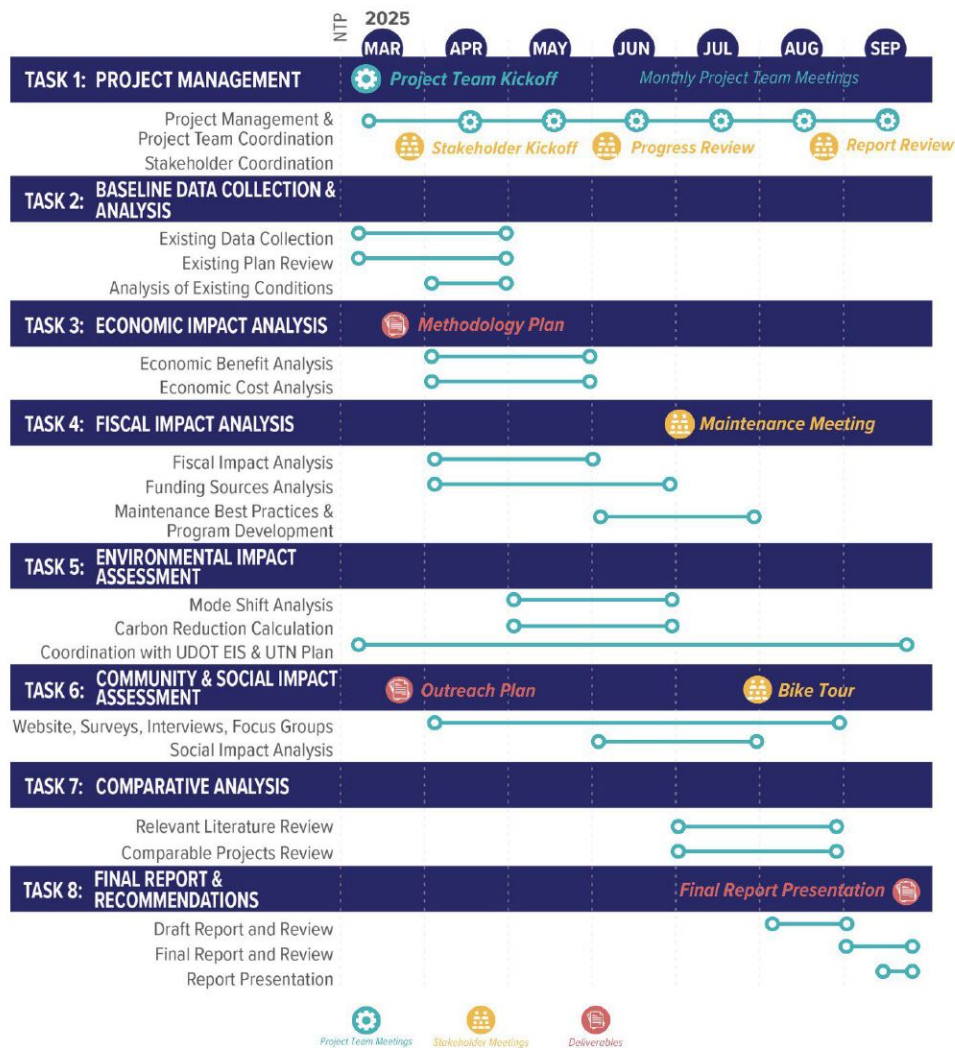
### Deliverables:

- Draft plan for review
- Final Plan

## Schedule



## TRANSPORTATION AND LAND USE CONNECTION





## ATTACHMENT C

### Budget and Responsibilities

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#### Budget

Fees for the above services are a lump sum of **\$200,000**.

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

Transportation and Land Use Connection Program: **\$186,460**.

Combined Local Governments: **\$13,540**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by 9/30/2025.
- (2) Project / Contract Period: The project / contract will terminate on 12/31/2025 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

#### Responsibilities

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



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LAND USE CONNECTION**

Task	Phase/Task Description	Avenue Consultants				Sub-Consultants			Total Hours	Total Cost
		Kirby	Roby/Greg	Daryl/Justin	Toby/Jess	LRB	Bike Utah	Harper4D		
		PM	Sr. Staff	Advisor	Jr. Staff	Advisor	Advisor	Advisor		
1	Project Management	\$190	\$170	\$200	\$125	\$150	\$150	\$150	108	\$18,500
	Project Management & Project Team Coordination	40	10	10	0	16	16	16	44	\$7,400
	Stakeholder Coordination	20	10	10		8	8	8	88	\$11,100
2	Baseline Data Collection & Analysis	16	40	0	80	4	0	0	140	\$20,440
	Existing Data Collection	4	10		20				34	\$4,960
	Existing Plan Review	8	10		20				38	\$5,720
	Analysis of Existing Conditions	4	20		40	4			72	\$9,760
3	Economic Impact Analysis	8	60	0	100	20	0	0	188	\$27,220
	Economic Benefit Analysis	4	30		50	12			108	\$13,910
	Economic Cost Analysis	4	30		50	8			100	\$13,310
4	Fiscal Impact Analysis	16	90	10	150	8	0	0	274	\$40,290
	Fiscal Impact Analysis	4	30		50	8			100	\$13,310
	Funding Sources Analysis	4	20		40				64	\$9,160
	Maintenance Best Practices and Program Development	8	40	10	60				118	\$17,820
5	Environmental Impact Assessment	12	50	20	45	0	4	0	131	\$21,005
	Mode Shift Analysis	4	40		25		4		73	\$11,285
	Carbon Reduction Calculation	4	10	10	10				34	\$5,710
	Coordination with UDOT EIS	4		10	10				24	\$4,010
6	Community and Social Impact Assessment	30	40	0	130	0	34	28	262	\$38,050
	Website, Surveys, Interviews, Focus Groups	20	20		70		34	28	172	\$25,250
	Social Impact Analysis	10	20		60				90	\$12,800
7	Comparative Analysis	12	20	0	60	0	4	0	96	\$13,780
	Relevant Literature Review	4	10		20		4		38	\$5,560
	Comparable Projects Review	8	10		40				58	\$8,220
8	Final Report and Recommendations	20	20	0	70	4	4	4	122	\$17,750
	Draft Report and Review	8	10		40	4	4	4	82	\$10,020
	Final Report and Review	4	10		20				34	\$4,960
	Report Presentation	8			10				18	\$2,770
Totals		154	330	40	635	52	62	48	1,321	\$197,035
									Avenue Directs	\$900
									Sub Directs	\$450
									Total	\$198,385

## ATTACHMENT D

### Local Government Understanding and Agreement

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#### Local Government Information

Local Government: Weber County  
Local Government Representative: Stephanie Russel  
Contact Address: 2380 Washington Blvd #320, Ogden, UT 84401  
Contact Email: srussell@webercountyutah.gov

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

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

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

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

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

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

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

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Date

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Commissioner Bolos