

Agreement

Professional Services Agreement

This Agreement, entered into this _____ day of _____, 20_____, by and between:

Meridian Engineering, Inc.
9217 South Redwood Road, Suite A
West Jordan, Utah 84088
Phone 801.569.1315 Fax 801.569.1319

North Ogden City
505 East 2600 North
North Ogden, Utah 84414
Phone 801.782.7211 Fax 801.737.2219

hereinafter called the "CONSULTANT"

hereinafter called the "CITY"

Project Title and Location:

Project Name: Monroe Boulevard Extension
Project Address: 1500 North to 3100 North, North Ogden City
Work Discipline: PHASE 1: Surveying/Mapping/Existing Ownership
PHASE 2: Right-Of-Way Conveyance Documents

CITY'S Reference/Project No. XXX

Scope of Services:

The CONSULTANT agrees to provide services to the CITY under this Agreement in exchange for compensation as follows:

This is a phased Agreement. See Exhibit A "Phase 1 Scope of Services".

- Phase 1: Provide surveying and mapping surveys to determine the existing surface conditions and identify existing properties adjoining the Monroe Blvd extension.
- Phase 2: Provide right-of-way documents sufficient to clear and preserve the Monroe Blvd. extension.

Fee Schedule:

The CITY agrees to compensate the CONSULTANT for such services as provided within Exhibit A in accordance with the following fee schedule:

See Exhibit B "Phase 1 Fee Schedule". Phase 2 fees will be determined upon final scoping.

The CITY and CONSULTANT acknowledge and agree to the attached Scope of Services, Fee Schedule and the Terms and Conditions which are incorporated herein and made a part of this Agreement and apply to all services performed under this Agreement.

Meridian Engineering, Inc.

North Ogden City

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this Agreement shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the

CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this Agreement. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the CITY upon request.

2. **STANDARD OF CARE:** Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The CITY recognizes that the surveys, drawings, design data, interpretations and recommendations of CONSULTANT are based solely upon the data available to the CONSULTANT. The CONSULTANT will be responsible for information represented which is based upon field data and surveys collected and performed by CONSULTANT, but shall not be responsible for third party interpretations.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this Agreement. These records shall be retained by the CONSULTANT for a period of at least three (3) years after the Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the three-year period for audit and inspection by the CITY and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized CITY staff. Copies of requested records shall be furnished to the CITY upon request.

The CITY agrees to release the CONSULTANT from all liability for services provided under this Agreement after completion of the three (3) years.

4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the CITY unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the CITY, in any Agreement or sub-agreement in connection with this project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the Agreement. Examples of this situation would be a Consultant who owns land; options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

5. **EMPLOYMENT OF CITY EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this Agreement of any present or former CITY employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or Agreement modification for this Agreement.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the CITY to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the CITY, except as specifically authorized and set forth herein. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the CITY.

7. **CONSULTANT INVOICES AND PAYMENTS:** The CONSULTANT will submit invoices to the CITY on or before the 10th day of each month for work performed during the previous month until the completion of all services.

The CITY will review the CONSULTANT'S invoice and upon approve make payment within 30 days of the approval date.

8. **INDEMNITY – LIABILITY:** The CONSULTANT shall indemnify the CITY and its officers, agents and employees from and against claims, suits and costs, including attorney's fees, for injury or damage arising out of the negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subcontractor's when acting within the scope of their contract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor, contracted with the CITY. Any periodic plan and specification review or construction inspection performed by the CITY arising out of the performance of the Agreement, does not relieve the CONSULTANT of its duty in the performance of the Agreement, or ensure compliance with customary standard of professional care.

9. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this Agreement is illegal and void and shall not affect the legality and enforceability of any other provision of this Agreement, unless said provisions are mutually dependent.

10. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this Agreement are required to be covered by insurance. The CONSULTANT shall furnish the CITY a Certificate of Insurance applying to this Agreement for each type of insurance required, to be approved by the CITY, before the CONSULTANT begins work under this Agreement. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this Agreement is executed. The following insurance shall be maintained in force until all activities that are required by this Agreement or as changed by Agreement modification are completed and accepted by the CITY.

- a. General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having and A.M. Best rating of A-class VIII or better. The limit if different for this Agreement will be designated in Attachment C to this Agreement. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this Agreement are covered.

- b. Architect and/or Engineers Professional Liability (errors and omissions) insurance having and A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date

of substantial completion of this Agreement are covered (on construction Agreements or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).

- c. Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its subcontractor's and the CITY from the loss of said information.
- d. Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this Agreement.
- e. The CONSULTANT shall provide evidence that his employees and subcontractor employees are covered by Workers Compensation. If they are covered by the Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- f. The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the CITY with 30 days written notice in the event that coverage is cancelled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to provide the CITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the CITY as an Additional Insured and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the CITY.

11. **PROGRESS:** The CONSULTANT shall begin the work required by this Agreement within one week following official notification by the CITY to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the CITY. If Federal Funds are used on this Agreement, the work will be subject to periodic review by the Federal Administration.

The CONSULTANT will prepare monthly progress reports following the format established by, or approved by the CITY in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the CITY so it may evaluate the features and progress of the work. Either party may request a conference; to be held at the office of either, or at a place designated by the CITY. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the CITY.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the Agreement without undue delays and without additional cost to the CITY.

At any time the CONSULTANT determines the Agreement work cannot be completed within the specified time or budget, the CITY shall be immediately notified in writing. The CITY may, at its sole discretion, adjust the Agreement by written modification.

The CITY may terminate this Agreement in accordance with termination provisions of this Agreement including failure of the CONSULTANT to make satisfactory progress of the Agreement work.

Should the CITY desire to suspend the work, but not terminate the Agreement, this will be done by verbal notification followed by written confirmation from the CITY. The work may be reinstated upon 30 days advance written notice from the CITY.

Unless extended or terminated in writing, this Agreement will terminate on the expiration date, or at the end of the specified calendar days.

12. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in CITY of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all Agreements and subcontracts financed in whole or in part with Federal-aid funds. The CONSULTANT further agrees to furnish reports to the CITY upon request for the purpose of determining compliance with these statutes identified in this section.

The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid Agreements. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate. During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low-income status in the selection and retention of subcontractor's, including procurements of materials and leases of equipment. The CONSULTANT shall not

participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for subcontractor's, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- d. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, the CITY shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or cancellation, termination or suspension of the Agreement, in whole or in part.
 - ii. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. (Provision revised July 29, 2013.)

13. CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING: The CONSULTANT hereby certifies by executing this Agreement, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Agreements and UCA Section 63G-6-604 throughout the term of this Agreement. The CONSULTANT shall provide this requirement in its Agreements with subcontractors.

14. OWNERSHIP OF DOCUMENTS: All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this Agreement, shall be

delivered to and become the property of the CITY. All documents and data pertaining to work required by this Agreement shall be the property of the CITY and shall be delivered to the CITY within 10 working days after termination of the Agreement, regardless of the reason for termination; and without restriction or limitation on their further use.

The CONSULTANT shall not be responsible for another party's application of information contained in the Agreement documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this Agreement, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the CITY a nonexclusive, nontransferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other Agreement products provided that the CITY have a royalty free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

15. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this Agreement, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the CITY. The amount billed to the CITY for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by Agreement. All payments made by the CONSULTANT to the subcontractor for services required by this Agreement shall be subject to audit by the CITY. All subcontracts must include the same terms and conditions and provisions included in this Agreement. However, the prime CONSULTANT is responsible for ensuring that all work performed by subcontractor's is insured under their insurance policy, or they require that the subcontractor's meet the insurance provisions required under this Agreement.

The CONSULTANT must perform work valued at not less than 60% of the total Agreement amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this Agreement.

16. **DISPUTES:** Claims for services, materials or damages not clearly authorized by the Agreement, or not ordered by the CITY by prior written authorization, will not be paid. The CONSULTANT shall notify the CITY in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use mediation after exhausting applicable administrative reviews to resolve disputes arising out of this Agreement where the sole relief sought is monetary damages \$15,000 or less, exclusive of interest and costs.

17. **CLAIMS – DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the Agreement, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this Agreement. The CITY may allow an extension of time for the Agreement, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The CITY shall not waive any of its rights under the Agreement by permitting the CONSULTANT to proceed with the Agreement after the established completion date.

18. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal or partner) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the CITY under this Agreement.
19. **AGREEMENT MODIFICATIONS:** This Agreement may be amended, modified or supplemented, as it is mutually agreed to by the parties by written Agreement modification, executed by the parties hereto and attached to the original signed Agreement.

Claims for services furnished by CONSULTANT, not specifically authorized by this Agreement or by appropriate modification, shall not be paid by the CITY. When an Agreement modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

20. **TERMINATION:** This Agreement may be terminated as follows:
- a. Mutual agreement of the parties, in writing and signed by the parties.
 - b. By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this Agreement and in particular Exhibit A "Scope of Services and Exhibit B "Fee Schedule". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the CITY. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
 - c. Upon satisfactory completion of required Agreement services.

On termination of this Agreement, all accounts and payments will be processed in accordance with Agreement terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to, or from the CONSULTANT. If the Agreement fee type is Cost-Plus-Fixed-Fee-With-Fixed and the Agreement is terminated for reasons other than (c), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the Agreement. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the Agreement.

21. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the Utah Department of Transportation Right of Way Naming Convention and Attributing Guide, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website www.udot.utah.gov/go/rowprojectwiseguide. (Provision revised September 30, 2013.)

22. **WORK ACCEPTANCE:**
- a. All work performed under this Agreement shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the CITY or as directed by the CITY.
 - b. All work shall be subject to the approval of the CITY through its designated representatives. When the work is federally funded, the CITY will coordinate with UDOT to obtain concurrence in the work.
 - c. Reviews and Quality Assurance: All Agreements require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the CITY'S standard QC/QA plan. If the CONSULTANT elects

to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the CITY'S plan and be approved by the CITY'S Project Manager.

23. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the CITY. The CONSULTANT shall accompany CITY personnel and other representatives on field inspections and at conferences as may be required.
24. **NO THIRD PARTY BENEFICIARIES:** The parties enter in to this Agreement for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Agreement.
25. **COORDINATION WITH CITY FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the CITY'S Central Functional Managers in addition to the CITY Project Manager. It is important for the CONSULTANT to seek input into decisions from the technical experts within the CITY.

END
TERMS AND CONDITIONS

Exhibit A “Scope Of Services”

Attached hereto and by this reference made a part hereof.

Executive Summary

1. **Description:** To provide professional surveying, mapping and right of way services supporting the preliminary design and planning of the Monroe Boulevard Extension between 1500 North and 3100 North in North Ogden, Utah in accordance with the current UDOT 2014 Project Delivery Network, including the UDOT Standard Drawings, Standard Specifications, Special Provisions and Guidelines, and the Mapping and Aerial Photogrammetry Manual.

Meridian will provide surveying and mapping services to develop an existing topographic surface and define the existing property lines within the projects limits.

2. **Phasing:** The projects full scope will be phased. The intention of Phase 1 (this Scope) is to identify existing surface conditions to support preliminary roadway designs. Phase 2 (future Scope) will create conveyance documents and right-of-way drawings to preserve a corridor across the Monroe Boulevard Extension.
3. **Fee Type:** The Phase 1 scope will be based on a “Lump Sum” fee. The fee will be invoiced monthly relative to a percent of work complete.
4. **Project Team:** Meridian Engineering, Inc. is a consultant to North Ogden City. Aero-Graphics will be a subcontractor to Meridian. They will provide aerial planimetrics and ortho-rectified digital imagery.
5. **Assumptions:**
 - a. Right-of-way acquisition documents are not part of Phase 1. Documents will be scoped within Phase 2 based on preliminary roadway designs.
 - b. Meridian counted approximately 48 parcels inside the project limits. As part of this scope all parcels will be defined within the mapping limits (UDOT EXROW).
 - c. Subsurface Utility Engineering (SUE), utility designations and test holes are not part of this scope.
 - d. No right-of-way markers will be required or set as part of this scope.

PHASE 1: Scope Of Services

1B1—Develop Base Mapping/Existing Surface.

1. **Project Limits:**
 - a. Limits along the Monroe Boulevard extension will run northerly from approximately 1500 North to 3100 North streets and will extend a minimum of 180-feet each way from the centerline of the mapping corridor for a total mapping width of 360-feet. A mapping

extension will run 200 feet each way of the project begin and end points at 1500 North and 3100 North.

2. Project Control:

- a. Establish Survey Control in accordance with the RFP requirements utilizing GPS, Robotic Total Stations and Digital Levels. Set 12 aerial targets including Horizontal and Vertical Control Points at 1000 foot intervals along the project corridor.
- b. Locate Public Land Survey System (PLSS) Section Corners, City and/or County street monuments, right of way markers and property corners.
- c. Meridian will prepare a control diagram drawing representing the primary and secondary control monumentation used to survey of this project. This drawing will be certified by a PLS and may be used for design and construction purposes.
- d. Additionally, Meridian will prepare and certify to UDOT's base mapping certification. With this certification, Meridian will submit the associated geo-reference files including a project dty file.

3. Existing Topographic Survey Inside Project Limits:

- a. Coordinate with Aero-Graphics to obtain aerial mapping of existing surface topography and define ground features, breaklines, existing structures and facilities in the project area. Develop one foot (1') contours, one-hundred feet (100') on each side of the proposed road alignment.
- b. Conduct supplemental surveys to verify aerial mapping, Survey Control Datum and Project Projection.
 - i. *Note: Meridian will coordinate with North Ogden City to request City support in notifying residents via newsletter, or other available means of the pending surveying activities within the project area. Meridian will always seek permission to access private property prior to entering to conduct surveys.*
- c. Obtain available utility maps and utility GIS information on existing utilities from North Ogden City and local utility providers.
- d. Conduct supplemental surveys to locate existing utilities and appurtenant features thereof, determine utility invert elevations and provide addition mapping where higher survey accuracies are needed for design
 - i. *Note: Meridian will submit a request to the North Ogden City Blue Stake Department seeking support in locating and marking City owned utilities.*
- e. Develop Base Mapping file and DTM of the existing surface.

1B1 Deliverables

- Survey Control Sheet
- Base Mapping File and DTM Surface in MicroStation/InRoads Survey and AutoCAD Civil 3D 2015 file formats
- Updated Aerial Imagery of the project corridor
- Base Mapping File Certification

1J1: Identify Existing Right of Way.

1. Research:

- a. Conduct ownership deed and subdivision plat research with the Weber County Recorder. Ownership research will be conducted to determine current property owners and retrieve either the vesting deed or to proof of marketable title (40 years, 1974) is reached. Retrieve copies of subdivision plats and road dedication plats.
- b. Conduct previously recorded boundary survey research with the Weber County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the property matrix.
- c. Conduct research with North Ogden City to determine the existing right of way conditions along 1500 North and 3100 North streets.
- d. There are approximately 48 parcels inside the limits of this scope of work (it is presumed that less than 48 will require conveyance documents. This work is not part of this scope.)
- e. Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

2. Base Maps:

- a. Plot, calculate and compile all research to develop an existing property matrix.
- b. Meridian will initiate and perform UDOT required 1J1 quality control reviews.

1J1 Product Deliverables:

- Existing Right of Way Drawing (Property Matrix)
- Existing Property Ownership Spreadsheet
- QC Cover Sheets

5Z1 Project Management.

1. Team/Production Management:

- a. Meridian's Project Manager and Team Leads will coordinate with the North Ogden City to provide status summaries and attend team meetings.
- b. Meridian will manage Aero-Graphics to ensure production schedules and budgets are met.

2. Contracting and Billing:

- a. Meridian will provide contracting support to North Ogden City relative to this Agreement.
- b. Meridian will provide monthly invoices and status reports to the North Ogden City Project Manager.

5Z1 Product Deliverables:

- Attendance in Team Meetings
- Status Reports
- Monthly Invoices

Exhibit B "Fee Schedule"

Attached hereto and by this reference made a part hereof.

Meridian Engineering, Inc. North Ogden City - Monroe Boulevard Extension - PHASE 1: Survey & Right of Way Cost Estimate

CLASSIFICATION OF COSTS AND MANHOURS												
L U M P S U M C O S T E S T I M A T E												
	Corporate Officer	Project Manager	Survey Manager	QC Manager	ROW-Design	Design Surveyor	Survey Crew 2-Man	Survey Crew 1-Man	ROW CADD Tech.	Survey CADD Tech.	Clerical	Task Hours
Start Rate:	\$ 145.00	\$ 100.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 68.00	\$ 140.00	\$ 90.00	\$ 75.00	\$ 75.00	\$ 45.00	
PHASE 1: EXISTING SURFACES & PROPERTY MATRIX												
521 - Contracting & Billing	24.0	28.0										52.0
1B1 - Develop Base Mapping/Existing Surface		16.0	32.0	4.0		44.0	70.0	120.0		40.0		326.0
1.21 - Identify Existing Right of Way				6.0	292.0	140.0			5.0		48.0	491.0
Class Hours	24.00	44.00	32.00	10.00	292.00	184.00	70.00	120.00	5.00	40.00	48.00	869.00
Labor Cost	\$1,480.00	\$4,400.00	\$3,520.00	\$1,000.00	\$26,864.00	\$14,720.00	\$9,800.00	\$10,800.00	\$375.00	\$3,000.00	\$2,160.00	
LABOR COSTS												
												Total Labor:
												\$50,119.00
DIRECT EXPENSES												
Aero-Graphics (Topographic Aerial Mapping & Imagery)												\$9,268.00
Weber County Surveyor's Office Record of Survey Filing Fee												\$160.00
Total Direct Expenses:												\$9,428.00
TOTAL LUMP SUM COST:												\$88,539.00