

TRANSPORTATION AND LAND USE CONNECTION AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE: _____

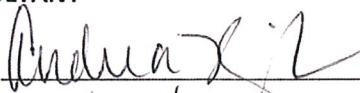
1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project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

Consultant Name: Parametrix Consult., Inc
Address: 7719 South Main Street Midvale, UT 84047
Phone Number: 801.307.3400
Fed ID No: 91-0914810

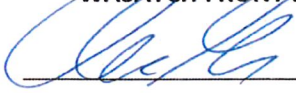
1. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment A.
2. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on July, 31 2018 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
3. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
4. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services To Be Provided by the Consultant
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

By: 
Date: 6/23/2017

WASATCH FRONT REGIONAL COUNCIL

By: 
Date: 7-10-17

CERTIFICATION OF CONSULTANT

I hereby certify that I, Andrea Olson, 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.

6/23/2017
Date

Andrea Olson / Principal Consultant
CONSULTANT Signature / Title

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):

7-10-17
Date

[Signature] Executive Director
WFRC Signature / Title

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 A 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. Such modifications will be identified as Change Orders and will be numbered consecutively beginning with the number "1".

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 Alex Roy, aroy@wfr.org.

6. 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.

7. 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.

8. 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.

9. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of **\$37,205**.

10. Method of Payment.

Consultant shall submit an electronic copy and physical copy of the monthly invoice to WFRC program staff **Alex Roy at aroy@wfr.org, 295 North Jimmy Doolittle Road, Salt Lake City Utah, 84116**. 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. All invoices 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 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.

11. 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.

12. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B.

13. 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. 601-613) 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.

14. 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.

15. Law Abiding.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Hold Harmless.

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

The WFRC shall indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the

sole tortuous or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

24. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per claim), 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.

25. Independent Contractor.

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

26. 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.

ATTACHMENT B

Scope of Work and Services to be provided by the Consultant

TOOELE COUNTY ACTIVE TRANSPORTATION IMPLEMENTATION PLAN

PROPOSED SCOPE OF WORK

Tooele County Transportation Plan active transportation goals

The active transportation policy goals contained in the Tooele County Transportation Plan adopted in 2016 provide a foundation for the Active Transportation Implementation Plan. The goals are:

- Integrate active transportation in the planning, design and construction of new roads and other transportation facilities.
- Build walkable activity centers.
- Create active transportation trunk routes through the valley.
- Create a trail network around the valley.
- Create transit hubs with good active transportation access.
- Ensure that new developments have connected active transportation infrastructure.
- Enable pedestrians and cyclists to thrive while remaining safe.

Project objectives

- Refine and detail the active transportation network outlined in Tooele County Transportation Plan.
- Develop standards and guidelines for active transportation infrastructure.
- Develop active transportation requirements for new development.
- Develop an implementation plan for active transportation infrastructure.
- Reach out to stakeholders and the public to communicate about the project and obtain feedback.

Scope of work

Parametrix recommends the following scope of work to achieve the project goals.

Task 1: Project Management

Tim Sullivan will be Parametrix's project manager for the Tooele County Active Transportation Implementation Plan. He will coordinate the efforts of Parametrix staff to deliver the scope items. Tim will coordinate with a Project Working Group comprised of key Tooele County and WFRC staff and potential other members. This team will meet monthly to review project process and draft deliverables. In addition, a smaller group of the Parametrix, Tooele County, and WFRC project managers will plan to hold a conference call in between the Working Group meetings and as needed.

Task 2: Stakeholder and public outreach

A public outreach and stakeholder involvement process will reach out to all those who have a stake in active transportation in Tooele Valley. This process will both seek to understand Tooele Valley community preferences for active transportation and educate about and promote the benefits of active transportation infrastructure. This will likely include stakeholder interviews and a series of public open houses to communicate the project and gather feedback.

Stakeholder meetings

Parametrix and Tooele County staff will meet with key Tooele County stakeholders and other agencies. The meetings will focus on pedestrian and bicycle related priorities for each group. The results of the meetings will feed into the development of the active transportation networks in Task 4.

Open House 1

Open House 1 will introduce the community to the planning effort and ask attendees about their preferences for active transportation.

Open House 2

Open House 2 will present the draft plan components, including the refined active transportation networks, design standards/guidelines, and priority projects, and obtain feedback.

Online feedback

Parametrix will set up an online method to gather feedback from the public throughout the project process.

Deliverables:

- *Stakeholder meetings and summaries*
- *Public open houses and summaries*

Task 3: Recap of existing conditions and policy

Parametrix will build off the work it did on the Tooele County Transportation Plan and Tooele Valley Pathway Master Plan to summarize the existing conditions for pedestrians and cyclists and policies affecting walking and bicycling in Tooele Valley, including the land use code. We will look at existing and planned pedestrian and bicycle facilities; key pedestrian and bicycle destinations such as parks, schools, and commercial areas; and pedestrian and bicyclist barriers.

Deliverables:

- *Existing conditions and policy memorandum*

Task 4: Active transportation networks

Refined active transportation networks will establish where active transportation will be prioritized in Tooele Valley. This network will refine the Transportation Plan network and will include different types of routes, barrier crossings, and nodes such as community centers, transit stops, and trailheads. This includes both priority streets for active transportation and major transportation corridors that will integrate active transportation, such as the planned Midvalley Highway and S.R. 36.

Deliverables:

- *Refined active transportation networks for active transportation modes*

Task 5: Design and development standards

Task 5 will provide the tools to implement the networks in Task 4 through two primary means.

The first is **design standards**. Active transportation route design standards will establish what exactly will be built. These standards will include specific cross sections and dimensions, intersection treatments, striping, signage, and amenities. The standards will build on the pathway cross sections established by Tooele County recently as well as the guidance established by the Tooele Valley Pathway Master Plan.

The second is **development standards**. These will establish requirements for pedestrian and bike infrastructure in different types of developments – for example, activity centers and higher and lower density subdivisions. Parametrix will prepare and incorporate language into the Land Use Ordinance and County Code to give clear instruction to developers as to active transportation requirements. These standards will also draw upon the Utah Street Connectivity Guide standards to ensure a connected, dense network. These standards will be written for adoption in Task 8.

Deliverables:

- *Design standards memorandum*
- *Development standards memorandum*

Task 6: Implementation tools and priority projects

A prioritized project list will establish in more detail where Tooele County will prioritize active transportation facilities, in a way that supports the General Plan's land use concept and the Transportation Plan's network plans.

An implementation matrix and guidance for opportunistic implementation of the priority projects will establish how and when projects will be built, including through new road construction, reconstruction, recreation, new development, and transit projects.

Deliverables:

- *Implementation memorandum*

Task 7: Draft and final document

Parametrix will compile the results of Tasks 2 through 6 in a document. The format of the document will be determined during the project process. Parametrix will present a draft for review to Tooele County staff, and Parametrix will make any edits to the draft to create a final document.

Deliverables:

- *Draft document*
- *Final document*

Task 8: Plan adoption

Parametrix will work with Tooele County staff to take the plan through the adoption process. This will include attending two Planning Commission meetings and one County Commission meeting.



Proposed fee




Parametrix proposes the fee comprised of the original budget of \$35,000 plus the additional budget for the adoption task for a total of \$37,205. The fee is detailed below.

Task	Tim Sullivan	Andrea Olson	Charles Allen	Richard Decker	Jen Rose	Expenses: Mileage	Total Cost
	Parametrix PM	Principal/QC	Sr. Transport. Engineer	Planner	Admin. Support		
	\$125/hr	\$148/hr	\$125/hr	\$60/hr	\$68/hr		
1 Project management and coordination	20	0	0	10	2	\$251.00	\$ 3,487.00
2 Stakeholder and public outreach	40	0	0	60	1	\$150.00	\$ 8,818.00
3 Recap of existing conditions and policy	8	0	0	14	1		\$ 1,908.00
4 Active transportation networks	18	1	2	30	1		\$ 4,516.00
5 Design and development standards	30	1	2	50	1		\$ 7,216.00
6 Implementation tools and priority projects	15	1	0	20	1		\$ 3,291.00
7 Draft and final document	24	2	0	40	1		\$ 5,764.00
8 Plan adoption	15	0	0	3	0	\$150.00	\$ 2,205.00
Total	170	5	4	227	8	\$551.00	\$ 37,205.00

Proposed Schedule

Task	Timeline:	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	CONTINGENCY
		(June '17)	(July '17)	(Aug '17)	(Sept '17)	(Oct '17)	(Nov '17)	(Dec '17)	(Jan '18)	(Feb '18)	
1: Project management and coordination		NT P									
2: Stakeholder and public outreach			D	O H		O H					
3: Recap of existing conditions and policy			D								
4: Active transportation networks				D							
5: Design and development standards					D						
6: Implementation tools and priority projects						D					
7: Draft and final document							D	D			
8: Plan adoption											

 Notice to Proceed
 Project Kick-Off Meeting

 Consultant Team Activity
 Open House
 Major Deliverable

ATTACHMENT C

Consultant Budget and Responsibilities

Budget

Fees for the above services are a lump sum of **\$37,205**.

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

Wasatch Front Regional Council: \$30,000

Tooele County: \$7,205

- (1) Completion: All work shall begin with seven (7) days of the notice to proceed and shall be completed by 7/31/2018.
- (2) Project / Contract Period: The project / contract will terminate on 7/31/2018 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 CONSULTANT shall submit a "Contract Extension Modification" that will include remaining schedule and deliverables to completion to the WASATCH FRONT REGIONAL CONCIL for approval and processing.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by Tooele County. 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.

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government:	<u>Tooele County</u>
Project Manager:	<u>Jerry M. Houghton</u>
Contact Address:	<u>47 Main St, Tooele, UT 84074</u>
Contact Phone Number:	<u>435.843.3180</u>
Contact Email:	<u>jhoughton@tooeleco.org</u>

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 CONSULATANT 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-contract 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.

30 June 2017
Date


County Commissioner