

TRANSPORTATION AND LAND USE CONNECTION AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

PROJECT NO: _____

EFFECTIVE DATE: _____

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- 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: _____

Legal Status of Consultant: _____

Address: _____

Phone Number: _____

Fed ID No: _____

- 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 _____, 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
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

WASATCH FRONT REGIONAL COUNCIL

By: _____

BY: _____

Date: _____

DATE: _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, 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.

Date

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; expect as hereby expressly stated (if any):

Date

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 XXXXXXXXXXXXXXXXXXXX, XXXXXXXXX.

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 subcontractors in performance of this work unless approved 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 no later than XXX (XX) months from 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 **\$ 40,000.**

10. Method of Payment.

Consultant shall submit an invoice to the WFRC Project Manager every month. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the scope of work. Consultant shall submit an invoice to the WFRC Project Manager every month. Invoices must identify costs by work task and hours expended. 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, 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, as soon as possible 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 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. Original documents, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC in accordance with accepted standards relating to public works contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of WFRC.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by WFRC or others. Any reuse of completed documents, or use of partially completed documents, without written verification or concurrence by Consultant for the specific purpose intended will be at WFRC's sole risk and without liability or legal exposure to Consultant; and WFRC shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from re-use or misuse.

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 defend, 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 claims, 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 defend, 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 claims, 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 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.

25. Independent Contractor.

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

26. Notices.

Any notices required to be given in writing under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service by certified mail addressed as follows, or through use of other mail courier services that can be adequately traced:

XXXX CONSULTANT

Andrew Gruber

President

Executive Director

XXXX

Wasatch Front Regional Council

Address

295 North Jimmy Doolittle Road

City, State, Zip

Salt Lake City, UT 84116

27. 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 to CONSULTANT from WFRC shall be from such single source.

ATTACHMENT B

Scope of Work and Services to be provided by the Consultant

Responsibilities and Budget

The following responsibilities and budget has been agreed to:

Fees for the above services are \$40,000.

Should additional services be required beyond this scope IBI will provide them on a time and materials basis as approved by Pleasant View City, or Farr West City as requested.

DRAFT

ATTACHMENT C Budget

Responsibilities and Budget

The following responsibilities and budget has been agreed to:

- (1) Completion: All work shall begin with seven (7) days of the notice to proceed and shall be completed by **DATE:** _____
- (2) Project / Contract Period: The project / contract will terminate on **DATE:** _____, 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 Time Extension Modification” to the WASATCH FRONT REGIONAL CONCIL for approval and processing.

- (a) Certification of Insurance

